

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

City Clerk File No. Res. 19-133
 Agenda No. 10.A
 Approved: FEB 27 2019
 TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2019 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2019 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2019 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$218,793,159**.

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

1. An emergency temporary appropriation is hereby created for:

DESCRIPTION:	ACCOUNT:	FROM:	TO:
PS-COMMUNICATIONS & TECH. OE	25-271	\$1,400,000	\$2,967,362
CONSOL. POL. & FIRE SYST. NJ	36-474	\$0.00	\$883
SENIOR NUTRITION	GRANT	\$0.00	\$1,369,551
DASH MENTORSHIP PROJECT	GRANT	\$0.00	\$5,000
STORWATER QUALITY CONTROL(JCMUA)	GRANT	\$0	\$4,000,000
TOTAL INCREASE:			\$6,942,796

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

APPROVED: APPROVED AS TO LEGAL FORM
 APPROVED: Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

Initiator

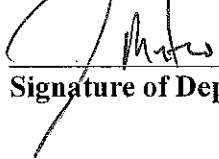
Department/Division	ADMINISTRATION	BUDGET
Name/Title	ROZANI PELC-PENTEADO	
Phone/email	201-547-4964	PELCR@JCNJ.ORG

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

Resolution Purpose

THIS RESOLUTION IS TO INCREASE THE TEMPORARY BUDGET TO COVER OPERATING EXPENSES AS WELL AS INCLUDE NEW GRANTS RECEIVED.

I certify that all the facts presented herein are accurate.



Signature of Department Director

2/20/2012

Date

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

City Clerk File No. Res. 19-134

Agenda No. 10.B

Approved: FEB 27 2019

TITLE:



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

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

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

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

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

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

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

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

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

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

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

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

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

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

FEB 27 2019

TITLE:

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

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

JML/mma
1/15/19

TITLE:

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

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

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

Sworn and subscribed to
Before me this day of 2019

Notary Public

Robert Byrne, City Clerk

Brian Platt, Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **80-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	ABSTAIN			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ indicates Vote

N.V.-Not Voting (Abstain)

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

Rafaelo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET –

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

Full Title of Ordinance/Resolution

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

Initiator

Department/Division	Business Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	201-547-4513	BPlatt@jcnj.org

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

Resolution Purpose

The purpose of this Resolution is to remove a restriction from the deed of conveyance that affects Block 10703, Lot 2.01, also known as 12-16 Enos Place and 13-12 Jones Street.

I certify that all the facts presented herein are accurate.



Signature of Department Director

January 15, 2019

Date

DEED

Prepared by: [Signature]
Kenneth von SCHUMBERG, Esq.

99 JUL 23 11:05:40

This Deed is made on July 21, 1999
BETWEEN The Parking Authority of the City of Jersey City
a corporation of the state of New Jersey
having its principal office at 392-394 Central Avenue, Jersey City, New Jersey
referred to as the Grantor.

AND Jones Enos Realty, L.L.C.

007075

RECEIVED
CITY OF JERSEY CITY
CLERK OF THE CITY

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

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

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of the City of Jersey City
Block No. 1868 Lot Nos. 7, 8, 28, 29, 30, 31 & 32 Account No.
 No property tax identification number is available on the date of this Deed. (Check box if applicable.)

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

See Attached Schedule A

Consideration \$ 8.00 Exempt Codes E

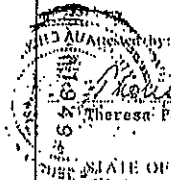
County	State	N.P.N.R.F	Total
8.00	8.00	8.00	8.00
fee	Date: 87/23/1999		

BK5470P6069

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

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

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



Theresa Perri
Theresa Perri Secretary

Carmine Venezia
By: Carmine Venezia, Executive Director

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

HUDSON SS:
19 99

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

Signed and sworn to before me on
July 21, 1999

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

Theresa Perri
Theresa Perri
(Print name of attesting witness & his signature)

DK5470PG080

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

City Clerk File No. Res. 19-135

Agenda No. 10.C

Approved: FEB 27 2019

TITLE:



RESOLUTION TO CANCEL A PORTION OF 2018 REAL ESTATE TAXES DUE TO AFFORDABLE HOUSING RESTRICTIONS ON VARIOUS PROPERTIES

WHEREAS, properties whose titles are subject to Affordable Housing Covenants and Remedies are treated differently in valuation for assessing purposes; and

WHEREAS, affordable housing deeds state the restrictions in place which will have a depreciating effect on property values due to limitations on resale pricing which is designed to secure a public benefit for the maintenance of affordable housing units; and

WHEREAS, the 2018 City-wide revaluation of the City of Jersey City has assessed properties on the attached, "SCHEDULE A" at market rate, without recognizing government easements/restrictions for the year 2018; and

WHEREAS, the New Jersey Department of Community Affairs, Counsel on Affordable Housing (COAH) has developed calculators used by municipalities in valuing such type of properties; and

WHEREAS, properties listed on "SCHEDULE A", show the calculated maximum allowable resale price based on the COAH calculations which serve as the restricted market price; and

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

1. The Tax Collector is authorized to cancel the 2018 prorated taxes in the amounts as specified in "Schedule A".
2. Credit or refund all monies due to owners if applicable as specified on the schedule which amount to \$30,212.35

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rafaelo R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION TO CANCEL A PORTION OF 2018 REAL ESTATE TAXES DUE TO AFFORDABLE HOUSING RESTRICTIONS ON VARIOUS PROPERTIES

Initiator

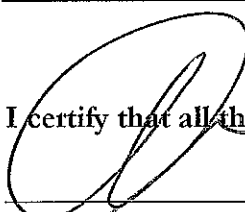
Department/Division	Office of the City Assessor	
Name/Title	Ed Toloza	Assessor
Phone/email	Ext. 4707	Edward@jcnj.org

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

Resolution Purpose

The attached resolution requests the Municipal Council to authorize cancellation of 2018 taxes on properties whose titles contain restrictions in terms of its resale values which impact property valuations. The total amount of credits or refund amount to \$30,212.35

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

FEB 27 2019

SCHEDULE A
Affordable Housing Units

Block Lot	QL	Location	Owner	Sale Date	Orig. Price	Maximum Resale Price	2018 Reval Value	Diff	Amount of Credit/Refund
19007	32	332 Halladay St.	Maurisette, Marie	3/29/1993	45,000	112,100	409,200	297,100	4,420.85
20101	18	150 Woodward Ave	Thornton, James and Marva	10/19/1990	45,000	137,000	333,200	196,200	2,919.46
20101	30	174 Woodward Ave	Bermudez, Eudiana	10/19/1990	45,000	137,000	343,200	206,200	3,068.26
20101	32	178 Woodlawn Ave	Reid, Darcel	10/17/1990	25,000	76,100	343,200	267,100	3,974.45
20101	35	184 Woodward Ave	Ruck, Michael & Gladys	10/19/1990	25,000	76,100	333,200	257,100	3,825.65
20101	36	186 Woodward Ave	Rodriguez, Wilfredo & Nely	8/28/1991	25,000	69,200	296,000	226,800	3,374.78
23502	69	120 Bayview Ave	Mooday, Renee	8/2/2011	95,900	97,200	412,000	314,800	4,684.22
23501	73	138 Wilkinson Ave	Barnes, Rose	6/26/2001	109,900	156,100	421,200	265,100	3,944.69
					415,800	860,800	2,891,200	2,030,400	30,212.35

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

City Clerk File No. Res. 19-136

Agenda No. 10.D

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO COMPLETE
THE CONDITIONS OF SALE AFFECTING BLOCK 16803 LOT 76
ALSO KNOWN AS 170.5 MONTICELLO AVENUE

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, 170.5 Monticello Avenue, also known as Block 16803 Lot 76 formerly known as Block 1919 Lot G ("Property") is an unoccupied building that the City of Jersey City ("City") sold at a public auction in 1983 and transferred to Monticello 211 Club by Deed dated October 3, 1983 for the sum of \$6,500.00; and

WHEREAS, the Deed recorded in the Office of Hudson County Register in Book 3391 at Page 349 conveying the Property contained a restrictive covenant requiring the buyer to obtain a Certificate of Occupancy ("CO") for the Property within 12 months of the transfer; and

WHEREAS, the deed stated the following:

"The Grantee shall not sell, convey, or otherwise transfer the above described property until all the conditions of sale contained in the resolution authorizing said sale, which resolution was adopted by the governing body of the City of Jersey City on April 14, 1983 have been fully complied with, without the express consent of the governing body. Said approval shall be in the form of resolution duly adopted by the governing body. Any such conveyance prior to compliance with all the conditions of sale without the approval of said governing body, shall be null and void and the grantor, City of Jersey City, shall have the right to take all legal action to set aside any such deed. The governing body shall, upon completion of all the terms and conditions by the grantee, adopt a resolution stating such fact and removing from the above such restriction against subsequent alienation"; and

WHEREAS, Monticello 211 Club conveyed the Property without obtaining a CO and the Property was subsequently conveyed by various other owners without a CO; and

WHEREAS, on May 10, 2017, the Municipal Council approved a resolution consenting to the sale of the Property from Evangelical Church of God to Monticello Equity Properties LLC; and

WHEREAS, Monticello Equity Properties LLC agreed to take title to the Property with a deed restriction that required Monticello Equity Properties LLC to demolish the building and construct a new building and obtain a CO for the new building by March 24, 2019; and

WHEREAS, Monticello Equity Properties LLC has demolished the building but has not yet constructed a new building and obtained a CO; and

WHEREAS, as per the attached letter from Eugene P. O'Connell the attorney for Monticello Equity Properties LLC he is requesting another 12 months until March 24, 2020 to construct a new building and obtain a CO.

TITLE:

**RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO COMPLETE
THE CONDITIONS OF SALE AFFECTING BLOCK 16803 LOT 76
ALSO KNOWN AS 170.5 MONTICELLO AVENUE**

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that said request for an extension until March 24, 2020 to construct a new building and obtain a CO on Block 16803 Lot 76 Location 170.5 Monticello Avenue is hereby approved.

APPROVED: *Anna Marie Millyard Estate Manager*

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMEN	✓		
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 AUTHORIZING THE EXTENSION OF TIME TO COMPLETE THE CONDITIONS OF SALE AFFECTING BLOCK 16803 LOT 76 ALSO KNOWN AS 170.5 MONTICELLO AVENUE

Initiator

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

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

Resolution Purpose

On May 10, 2017, the Municipal Council approved a resolution consenting to the sale of the Property from Evangelical Church of God to Monticello Equity Properties LLC. Monticello Equity Properties LLC agreed to take title to the Property with a deed restriction that required Monticello Equity Properties LLC to demolish the building and construct a new building and obtain a CO for the new building by March 24, 2019. Monticello Equity Properties LLC has demolished the building. Eugene O'Connell the attorney for Monticello Equity Properties LLC is requesting another 12 months until March 24, 2020 to construct a new building and obtain a CO.

I certify that all the facts presented herein are accurate.



Signature of Department Director

2/20/19

Date

EUGENE P. O'CONNELL
ATTORNEY AT LAW
853 SUMMIT AVENUE
JERSEY CITY, NEW JERSEY 07307
PHONE: (201) 963-3668
FAX: (201) 963-2005
GENE@EUGENEOCONNELL.COM

received
2/13/19

February 6, 2019

Ann Marie Miller
Real Estate Manager
City of Jersey City
Division of Real Estate
City Hall- 280 Grove Street
Jersey City, New Jersey 07302

**Re: 170.5 Monticello Avenue, Jersey City, NJ 07304
Block 16803, Lot 76**

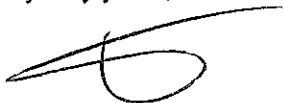
Dear Ms. Miller:

Regarding the above matter, we have completed our site plan application and applied to the Board of Adjustment for approval for construction.

We are waiting for a hearing date. Once we are approved, we can pull permits, construction will begin. Construction will take approximately 12 months. We will provide a certificate of occupancy

We will keep you advise.

Very truly yours,



EUGENE P. O'CONNELL
EPOC/zt

C.c. Client

File # 2018-303

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

City Clerk File No. Res. 19-137

Agenda No. 10.E

Approved: FEB 27 2019

TITLE:



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

COUNCIL offered and moved adoption of the following resolution:

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

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

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

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

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

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

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

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

1. The Mayor or Business Administrator is hereby authorized to pay the common expense charges for the six (6) condominium units at 311 Washington Street in the amount of \$4,605.19 per month or approximately \$55,262.28 per year;
2. Funds in the amount of \$15,000.00 will be made available in the City's 2019 temporary budget in operating account #01-201-31-432-304;
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 calendar year permanent budget.

City Clerk File No. Res. 19-137

Agenda No. 10.E **FEB 27 2019**

TITLE:

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

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

Requisition # 0186720 P.O.# 132148

AMM/pr

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 19-138

Agenda No. 10.F

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING REFUNDS DUE TO OVERPAYMENTS ON PROPERTY TAX ACCOUNTS.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the attached tax accounts have duplicate payments on the property tax accounts; and

WHEREAS, the owner/entity acting on behalf of the owner has requested a refund due to the duplicate payment; and

WHEREAS, the Tax Collector would like to issue a tax refund to the individual/entity acting on behalf of the owner requesting the refund on the attached schedule and;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey, in the County of Hudson, state of New Jersey, that the refunds, as outlined on the attached schedule be issued, and the records of the Tax Collector's office be accordingly adjusted.

Voucher B092223 Total of Refund \$27,556.34

APPROVED: *Arnetta E. Spivey*
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING REFUNDS DUE TO OVERPAYMENTS ON PROPERTY TAX ACCOUNTS.

Initiator

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

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

Resolution Purpose

REFUNDS DUE TO OVERPAYMENTS ON PROPERTY TAX ACCOUNTS.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

FEB 27 2019

Voucher No	Name	Address 1	City	State	Zip	Principal	Interest	Total	Account	Block	Lot	Qualific	Property Location
1	B092223	Corelogic	P O Box 9205	Coppell	TX 75019	\$ 2,809.35		\$ 2,809.35	601145	803	50	c08001	1138 SUMMIT AVE.
2	B092223	Corelogic	P O Box 9205	Coppell	TX 75019	\$ 3,685.80		\$ 3,685.80	387498	2902	6		119 HANCOCK AVE
3	B092223	AGPS INVESTMENTS LLC	P O BOX 2111	LIVINGSTON	NJ 07039	\$ 739.22		\$ 739.22	599770	6001	34		NEW YORK AVE.
4	B092223	BCB COMMUNITY BANK	595 AVENUE C	BAYONNE	NJ 07002	\$ 1,879.34		\$ 1,879.34	552778	9908	11	C0102	357 EIGHTH ST.
5	B092223	BCB COMMUNITY BANK	595 AVENUE C	BAYONNE	NJ 07002	\$ 1,929.19		\$ 1,929.19	552794	9908	11	C0202	357 EIGHTH ST.
6	B092223	BCB COMMUNITY BANK	595 AVENUE C	BAYONNE	NJ 07002	\$ 1,929.19		\$ 1,929.19	552810	9908	11	C0302	357 EIGHTH ST.
7	B092223	LERETA Tax & Flood Services	1123 Park View Drive	Covina	CA 91724	\$ 4,640.97		\$ 4,640.97	565036	14205	21	C0104	149 ESSEX ST.
8	B092223	Corelogic	P O Box 9205	Coppell	TX 75019	\$ 1,886.59		\$ 1,886.59	298125	16602	4		171 JEWETT AVE.
9	B092223	AMTOUR INC	186 HOOPER ST #10	BROOKLYN	NY 11211		\$ 2,187.60	\$ 2,187.60	654625	18705	19	X	750-756 GRAND ST.
10	B092223	Corelogic	P O Box 9205	Coppell	TX 75019	\$ 1,537.52		\$ 1,537.52	347872	19701	1		314 ARLINGTON AVE.
11	B092223	Corelogic	P O Box 9205	Coppell	TX 75019	\$ 4,331.57		\$ 4,331.57	483784	20101	34		182 WOODWARD ST.

TOTAL REFUNDS \$ 25,368.74 \$ 2,187.60 \$ 27,556.34

OVERPAYMENTS INTEREST
 19-01-201-46-885-700 19-01-201-46-886-700

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

City Clerk File No. Res. 19-139

Agenda No. 10.G

Approved: FEB 27 2019

TITLE:



RESOLUTION APPOINTING VISHNU N. KHEMRAJ AS A MEMBER OF THE JERSEY CITY IMMIGRANT AFFAIRS COMMISSION

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated February 14, 2019, that he has appointed **Vishnu N. Khemraj** of 28 Concord Street, Jersey City, New Jersey 07306 as a member of the **Jersey City Immigrant Affairs Commission**. Mr. Khemraj is replacing Rosa Santana, who has resigned, for a term to commence immediately upon adoption of this resolution and expire on March 2, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Vishnu N. Khemraj** as a member of the **Jersey City Immigrant Affairs Commission** 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 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	/			YUN	/			RIVERA	/		
PRINZ-AREY	/			SOLOMON	/			WATTERMAN	/		
BOGGIANO	/			ROBINSON	/			LAVARRO, PRES	/		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

STEVEN M. FULOP
MAYOR OF JERSEY CITY

February 14, 2019

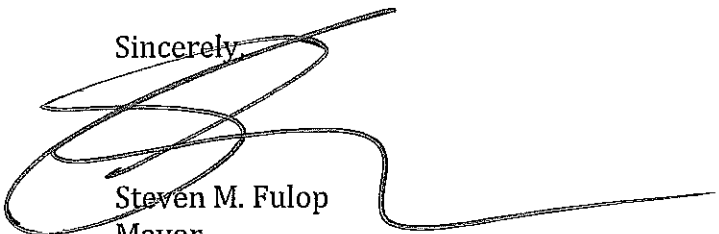
Report of Directors
8.a
Meeting 02.27.19

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear Council President and Members:

Kindly be advised that I have appointed **Vishnu N. Khemraj** of 28 Concord Street, Jersey City, New Jersey, 07306 to serve as a **Member** of the **Jersey City Immigrant Affairs Commission**. Mr. Khemraj is replacing Rosa Santana, who has resigned. Mr. Khemraj's term will commence upon the adoption of a resolution and expire March 2, 2020.

Sincerely,


Steven M. Fulop
Mayor

c: Peter J. Baker, Corporation Counsel
Brian D. Platt, Business Administrator
Robert Byrne, City Clerk
Allison N. Solowsky, Deputy Chief of Staff
Nancy Warlikowski, Mayor's Office
Vishnu N. Khemraj

VISHNU N. KHEMRAJ

Jersey City, NJ 07306

Licensed in: *New York & New Jersey*

EXPERIENCE:

Office of the Jersey City Municipal Prosecutor

Jersey City, NJ

Asst. Prosecutor

9/16-Present

- Represent the State of New Jersey in the City of Jersey City on criminal matters, traffic violations, and violations of City ordinances
- Lead prosecutor on Post-Conviction Relief applications
- Primary prosecutor who prosecutes domestic violence complaints and cases where defendant's have mental health challenges

Khemraj Law Firm PC

Passaic, NJ

Principal

11/12-Present

- Counsel and represent clients in various areas of the law including: immigration, contract drafting and negotiations, real estate, landlord/tenant, family, bankruptcy, collections, business formations and municipal matters (traffic and criminal)

Traylor & Traylor, PC

Princeton, NJ

Per Diem Attorney

9/11-8/14

- Represented clients in removal proceedings at immigration court
- Represented clients with naturalizations, residency and conditional residency
- Represented clients during adjustment of status and naturalization interviews

Ford Law Firm LLP

Rye, NY

Associate Attorney

3/09-4/11

- Counseled Fortune 100 company on various aspects of real estate, land use and contract matters
- Reviewed, drafted and negotiated various agreements and associated documents including leases, amendments, SNDAs, master leases, licenses, settlement agreements, memorandums of agreements etc. with a cumulative value in the ten of millions
- Provided legal advice and counsel to Fortune 100 company's management in diverse matters affecting day-to-day business operations by assisting, advising, investigating, researching and resolving legal matters
- Collaborated with risk management/insurance representative to provide best practice recommendations
- Reviewed Phase I and Phase II Environmental Site Assessment reports and counseled clients accordingly
- Reviewed title reports and drafted title summary letters to advise clients on optimal approaches to resolve any title concerns

EDUCATION:

Western Michigan University Cooley Law School, Lansing, MI

Juris Doctor, September 2008 – Litigation concentration

- Honors scholarship
- Thomas Brennan scholarship
- Distinguished Student nominee
- Moot Court
 - Intra-school finalist (out of 58 teams)
- The Pillar, *Editor-in-Chief*
- Grade Appeals Board, *Chairman*
- Student Bar Association, executive member and Senator
- Mentor to first-year law students

Rutgers College (Rutgers University), New Brunswick, NJ

Bachelor of Arts in Psychology, May 2000

- Certification in Criminology; Minors in Philosophy and Sociology

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



201-547-5150
FAX: 201-547-5481

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: January 29, 2019

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

- a) Jersey City Immigration Affairs Comissions
- b) _____
- c) _____

Name: Vishnu N. Khenraj, Esq.

Address of Residence: 28 Concord Street, Jersey City, NJ 07306

Phone Number: _____

E-Mail Address: _____

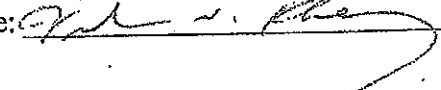
Education related to the authorities, boards or commissions of choice:

I have Juris doctorate.

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:
Practice Immigration Law for the past 10 years. I am the Municipal Asst. Prosecutor that handles all immigration matters in the Prosecutor's Office.

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

None

Signature: 

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

City Clerk File No. Res. 19-140

Agenda No. 10.H

Approved: FEB 27 2019

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2019-2020 BUDGET OF THE HISTORIC DOWNTOWN 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 92-021** the City of Jersey City established the Historic Downtown Special Improvement District (HDSID) to be operated by the Historic Downtown 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 the 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 Historic Downtown Special Improvement District has submitted its 2019-2020 fiscal year budget, July 1, 2019 – June 30, 2020 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 2019-2020 fiscal year budget, July 1, 2019 – June 30, 2020 of the Historic Downtown Special Improvement District, attached hereto as Exhibit A, was approved by the Historic Downtown Special Improvement District at its January 15, 2019 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. 19-140

Agenda No. 10.H **FEB 27 2019**

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, 2019.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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 (1) INTRODUCING AND APPROVING THE 2019-2020 BUDGET OF THE HISTORIC DOWNTOWN 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

Initiator

Department/Division	Office of the City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	rbyrne@jcnj.org	201 547-5149

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

Resolution Purpose

TO ACCEPT THE 2019 BUGET AND ASSESSMENT ROLL FOR THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Historic Downtown Special Improvement District Budget FY 2019-20

Ordinary Income/Expense		2019-2020 Budget
	Income	
	Revenues	
	Private	
1	Assessment	\$ 315,000.00
2	Commerce Permit Fees Reimbursed	\$ 3,000.00
3	Farmers' Market Fees	\$ 105,000.00
	Flower - Donations	\$ 2,500.00
4	Groove on Grove Vendor Fees	\$ 19,500.00
	Halloween Vendor Fees	\$ 250.00
5	Holiday Market Vendor Fees	\$ 3,500.00
6	JCAST Vendor Fees	\$ 1,000.00
7	Street Fair Raffle/Rides	\$ 2,100.00
8	Street Fair Vendor Fees	\$ 66,500.00
9	Total Private	\$ 518,350.00
10	Grants (Sponsorships)	
11	Farmers Market Sponsorship	\$ 18,500.00
12	Groove on Grove Sponsorship	\$ 25,500.00
13	Halloween Sponsorship	\$ 1,500.00
14	Holiday Décor Sponsorship	\$ 5,000.00
15	Street Fair Sponsorship	\$ 68,000.00
16	Total Grants	\$ 118,500.00
17	Total Revenues	\$ 636,850.00
18	Total Income	\$ 636,850.00
19	Gross Profit	\$ 636,850.00
20	Expenses	
21	Meetings & Travel	
22	Meals & Food for Meetings	\$ 6,500.00
23	Meeting Materials (Part of Office Expenses)	
24	Meeting & Travel - Other (Part of Office Expenses)	
25	Parking	\$ 200.00
26	Transportation	\$ 2,400.00
27		
28	Rent	\$ 1,200.00
29	Utilities	\$ -
30	Professional Services	
31	Accountant - Audit	\$ 4,200.00
32	Accountant - Bookkeeping, Payroll & Tax Preparation	\$ 18,250.00
33	Architect	\$ 8,300.00
34	Fees (Bank & Square)	\$ 3,800.00
35	Postage & PO Box Rental	\$ 1,825.00
36	Insurance	
37	Dental Insurance	\$ 1,650.00
38	D&O Insurance	\$ 890.00
39	General Liability	\$ 16,000.00
40	Health Insurance	\$ 26,000.00
41	Workers Compensation	\$ 10,000.00
42	Payroll Expense	
43	Federal Unemployment	\$ 485.00
44	Medicare Tax	\$ 3,650.00
45	NJ - Disability Tax	\$ 1,500.00
46	NJ - Unemployment Tax	\$ 9,000.00
47	NJ - WF/SWF Company	\$ 220.00
48	Social Security Tax	\$ 15,000.00
49	Administration	
50	Wages	\$ 240,000.00
51	Overtime	\$ 1,900.00
52	Bonuses	\$ 15,000.00
53	Dues/Subscriptions	\$ -
54	Telephones	
55	Cell Phones	\$ 4,000.00
56	Internet/Office phone	\$ 1,500.00
57	Office Expenses & Supplies	\$ 10,680.00
58	Events/Marketing/Promotions	
59	Banners	\$ 26,500.00
60	Equipment Rental	\$ 15,000.00
61	Grand Openings	\$ 2,250.00
62	Holiday Lights	\$ 10,000.00
63	Lighting	\$ -
64	Marketing Design	\$ 8,500.00

65		Music	\$	4,000.00
66		PATH Ads	\$	12,500.00
67		Performer/Entertainment	\$	8,500.00
68		Permits	\$	4,000.00
69		Printing/Promotions/Advertising	\$	35,000.00
70		Photography/Video	\$	5,750.00
71		Security	\$	18,000.00
72		Sound/Staging	\$	14,000.00
73		Sponsorships	\$	2,000.00
74		Staffing for Events	\$	750.00
75		Tents	\$	5,000.00
76		Tent Rentals	\$	24,000.00
77		Web Promotion	\$	3,000.00
78		Website	\$	6,000.00
79		Operations		
80		Clean Team Supplies	\$	9,800.00
81		Landscaping	\$	10,300.00
82		Uniforms	\$	8,000.00
83		Total Expense	\$	637,000.00
84				
85		Net Ordinary Income	\$	(150.00)
86		Other Income/Expense		
87		Other Income		
88		Interest Income	\$	150.00
89		Total Other Income	\$	150.00
90		Net Other Income	\$	150.00
		Net Reserves	\$	-

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

City Clerk File No. Res. 19-141

Agenda No. 10.I

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM JOHN CHRISTIAN ENTERTAINMENT

COUNCIL AS WHOLE
Resolution:

Offered and moved adoption of the following

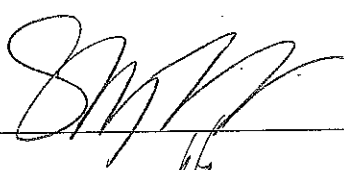
WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of a resolution by the governing body; and

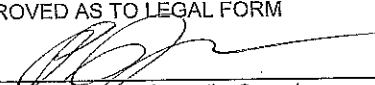
WHEREAS, the City of Jersey City ("City") accepted a free disc jockey performance from John Christian Entertainment for a party held at the Maureen Collier Senior Center on February 27, 2019; and.

WHEREAS, the City is desirous of accepting this gift.

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

1. The City accepts a donation valued at three hundred fifty dollars (\$350) to be used to provide free disc jockey services at the Maureen Collier Senior Center;
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution; and
3. The City of Jersey City hereby thanks John Christian Entertainment for its generosity.

APPROVED: 
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

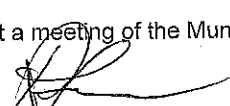
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

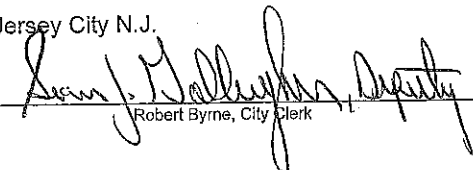
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM JOHN CHRISTIAN ENTERTAINMENT

Initiator

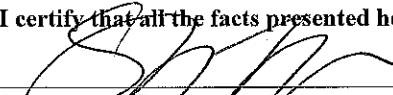
Department/Division	Health & Human Services	Division of Senior Citizen Affairs
Name/Title	Joan Eccleston	Division Director
Phone/email	(201) 547 5750	EcclestonJ@jcnj.org


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

Resolution Purpose

This resolution allows the City to accept the donation of DJ services for a staff retirement party at Maureen Collier Center on 2/27/2019.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

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

City Clerk File No. Res. 19-142

Agenda No. 10.J

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM LEE SIMS CHOCOLATES

COUNCIL AS WHOLE
Resolution:

Offered and moved adoption of the following

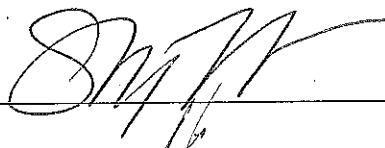
WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of a resolution of the governing body; and

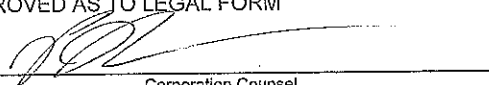
WHEREAS, the City of Jersey City ("City") accepted 225 individual chocolate hearts from Lee Sims Chocolates to be given to the senior citizens at Valentine's Day parties that were held at the Maureen Collier and the Joseph Connors Senior Centers on February 13 and February 14, 2019.

WHEREAS, the City is desirous of accepting this gift.

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

1. The City accepts a donation valued at two hundred twenty five dollars (\$225) that was used to provide chocolate hearts to senior citizens at the Joseph Connors Senior Center and the Maureen Collier Senior Center;
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. The City of Jersey City hereby thanks Lee Sims for its generosity.

APPROVED: 
 APPROVED: _____
 Business Administrator

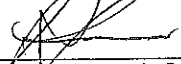
APPROVED AS TO LEGAL FORM

 Corporation Counsel

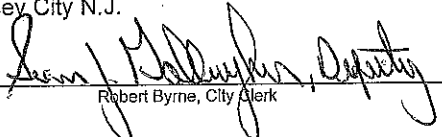
Certification Required
 Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

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

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


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM LEE SIMS CHOCOLATES

Initiator

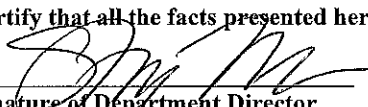
Department/Division	Health & Human Services	Division of Senior Citizen Affairs
Name/Title	Joan Eccleston	Division Director
Phone/email	(201) 547 5750	EcclestonJ@jcnj.org

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

Resolution Purpose

This resolution allows the City to accept the donation of chocolates from Lee Sims for the annual Senior Valentine's Day parties at the Maureen Collier and Joseph Connors Senior Centers.

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/15/19
Date

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

City Clerk File No. Res. 19-143

Agenda No. 10.K

Approved: FEB 27 2019

TITLE:



A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DIRECTING THE PLANNING BOARD TO PROPOSE AMENDMENTS TO THE JERSEY AVE. LIGHT RAIL REDEVELOPMENT PLAN PURSUANT TO N.J.S.A. 40:12A-7(f)

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. permits municipalities to designate areas in need of redevelopment and rehabilitation; and

WHEREAS, N.J.S.A. 40:12A-7(f) allows the governing body of a municipality to direct the planning board to prepare a redevelopment plan or amend an existing redevelopment plan; and

WHEREAS, the area of downtown Jersey City North of the Holland Tunnel access lanes, South of Hoboken, West of Marin Boulevard and East of Hoboken Avenue ("the Neighborhood") is experiencing exponential growth; and

WHEREAS, most of this Neighborhood is within the Jersey Avenue Light Rail Redevelopment Plan Area ("the Redevelopment Plan"); and

WHEREAS, the Neighborhood is poised to see over 6,000 new units of housing built in the next decade consistent with the Redevelopment Plan;

WHEREAS, approximately 99% of those units are anticipated to be market-rate units, failing to address the pressing need for affordable housing; and

WHEREAS, the Neighborhood has no access to public transit; and

WHEREAS, no NJ Transit bus lines stop in the Neighborhood, the Neighborhood is not near any PATH Station nor does the Neighborhood have access to the Light Rail despite the fact that the Light Rail tracks pass through the Neighborhood; and

WHEREAS, under the Redevelopment Plan, developers seeking to build in the Neighborhood are not required to build nor contribute to the construction of public transit infrastructure; and

WHEREAS, the Redevelopment Plan does not contemplate the addition of a new school despite the likelihood of 9,000 potential new residents moving into the Neighborhood who are likely to bring with them hundreds, and potentially thousands, of school-aged children; and

WHEREAS, the only Jersey City Public School zoned for the Neighborhood is P.S. 37 (The Cordero School) which is currently so overcrowded that officials from the school have had to bus roughly 30 pre-K students to other schools for the 2018-2019 academic year; and

WHEREAS, neither the Jersey City Public School District nor the New Jersey School Development Authority has proposed to build a new school in this area of downtown Jersey City or add additional capacity to P.S. 37; and

WHEREAS, the Municipal Council finds the Redevelopment Plan's failure to address the need for more affordable housing; its failure to address the need for better access to public transit and its failure to address the limited availability of public schools in this area, calls for a thorough re-evaluation and amendment of, the current Redevelopment Plan.

TITLE:

A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DIRECTING THE PLANNING BOARD TO PROPOSE AMENDMENTS TO THE JERSEY AVE. LIGHT RAIL REDEVELOPMENT PLAN PURSUANT TO N.J.S.A 40:12A-7(f)

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that pursuant to N.J.S.A. 40A:12A-7(f), the Planning Board is hereby directed to propose amendments to the Jersey Avenue Light Rail Redevelopment Plan with particular regard to maximizing affordable housing, improving access to public transit and allowing for the construction of new public school space in those parts of the Redevelopment Plan Area not currently occupied by the Holland Gardens Public Housing Project.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Resolution

A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DIRECTING THE PLANNING BOARD TO PROPOSE AMENDMENTS TO THE JERSEY AVENUE LIGHT RAIL REDEVELOPMENT PLAN PURSUANT TO N.J.S.A. 40:12A-7(f)

Initiator

Department/Division	The Municipal Council	Office of the Ward E Councilperson
Name/Title	James Solomon	Councilman, Ward E
Phone/email	201-547-5315	jsolomon@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 urges the Planning Board to consider amendments to the Jersey Avenue Light Rail Redevelopment Plan in accordance with N.J.S.A. 40A:12A-7(f)

I certify that all the facts presented herein are accurate.

James Solomon
Councilman, Ward E

February 20, 2019

Date

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

City Clerk File No. Res. 19-144

Agenda No. 10.1

Approved: _____

TITLE:

WITHDRAWN



A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY REFERRING AN APPLICATION TO AMEND THE JERSEY AVENUE LIGHT RAIL REDEVELOPMENT PLAN TO THE JERSEY CITY PLANNING BOARD, PURSUANT TO N.J.S.A. 40A:12A-7(e)

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, JCU Property Holdings LLC ("Applicant") is the owner of the property located at Block 7103, Lot 8, and more commonly known by the street address of 619 Marin Boulevard (the "Property"); and

WHEREAS, the Property is subject to the Jersey Avenue Light Rail Redevelopment Plan (the "Plan") and

WHEREAS, on July 19, 2018, the Applicant submitted to City's Division of Planning a proposed amendment to the Plan for consideration by the City's Planning Board; and

WHEREAS, the proposed amendment to the Plan would insert a new paragraph into the Neighborhood District Zone of the Plan, specifically affecting Block 7103, to allow for the addition of hotels, health clubs and child care centers as permitted principal uses; and

WHEREAS, the proposed amendment to the Plan would also allow for greater permitted density, block consolidation, an inclusionary housing overlay and a greenspace density bonus; and

WHEREAS, in addition, it would amend the yard and bulk requirements as well as revise the parking requirements related to the proposed hotel usage; and

WHEREAS, the Jersey City Planning Board has yet to consider the Applicant's Proposed Amendment to the Plan; and

WHEREAS, it is in the City's best interest that the Jersey City Planning Board consider the Applicant's proposed amendments; and

WHEREAS, N.J.S.A. 40A:12A-7(e) allows the governing body to refer to the Planning Board a proposed amendment to a redevelopment plan.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that pursuant to N.J.S.A. 40:12A-7(e), the Applicant's proposal to amend the Jersey Avenue Light Rail Redevelopment Plan is hereby referred to the Jersey City Planning Board and the Planning Board is directed to provide to the Municipal Council, within forty-five (45) days, a report containing its recommendation concerning the redevelopment plan, including, but not limited to, an identification of any provisions in the proposed amendment which are inconsistent with the City's Master Plan, any recommendations concerning these inconsistencies, and any other matters as the Board deems appropriate.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator Corporation Counsel

Certification

Not Required

WITHDRAWN

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

RESOLUTION FACT SHEET – 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 REFERRING AN APPLICATION TO AMEND THE JERSEY AVENUE LIGHT RAIL REDEVELOPMENT PLAN TO THE JERSEY CITY PLANNING BOARD, PURSUANT TO N.J.S.A. 40A:12A-7(e)

Initiator

Department/Division	The Municipal Council	Office of the Ward E Councilperson
Name/Title	James Solomon	Councilman, Ward E
Phone/email	201-547-5315	jsolomon@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 refers an application to amend the Jersey Avenue Light Rail Redevelopment Plan to the Planning Board pursuant to N.J.S.A. 40A:12A-7(e)

I certify that all the facts presented herein are accurate.

**James Solomon
Councilman, Ward E**

February 20, 2019

Date

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

City Clerk File No. Res. 19-145

Agenda No. 10.M

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY AND ACCEPT THE FY 2019 SAFE AND SECURE COMMUNITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE

COUNCIL
following resolution.

Offered and moved adoption of the

WHEREAS, the need exists in the City of Jersey City to acquire additional sources of law enforcement funding to increase the number of police officers in Jersey City, with the goal of enhancing the effectiveness of police operations and other crime reduction strategies needed by the community; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this need and is providing grant funds to municipalities to help absorb some of the salary costs for police officers; and

WHEREAS, the State of New Jersey has selected the Jersey City Police Department to receive an award from the Safe and Secure Communities Grant Program in the amount of **\$200,000**; and

WHEREAS, the Safe and Secure Communities Grant will be applied towards the salaries of 8 Police Officers and the Police Department will match this grant by covering the cost of their fringe benefits; and

WHEREAS, the New Jersey Department of Law and Public Safety requires the Jersey City Police Department to maintain its complement of 829 officers in order to receive this funding, and

WHEREAS, the failure to maintain the required 829 complement of police officers will put the Jersey City Police Department in jeopardy of losing the current funding and making the Police Department ineligible to receive subsequent funding.

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 complete an application to accept the award of **\$200,000** from the New Jersey Department of Law and Public Safety, Division of Criminal Justice; and
2. These funds will be applied towards the salaries of 8 police officers, and the City of Jersey City will match this grant by covering the cost for fringe benefits; and
3. The contract term for the Safe and Secure Communities Program (Grant Number 19-0906) is July 1, 2018 until June 30, 2019; and
4. The Office of Management and Budget is authorized to establish an account in the amount of **\$200,000** for the FY 2019 Safe and Secure Communities Grant.

APPROVED: *Luzina Morales*

APPROVED AS TO LEGAL FORM *R.R.*
2-15-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required
Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												2-27-19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY	✓			YUN	✓			RIVERA	✓				
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓				
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY AND ACCEPT THE FY 2019 SAFE AND SECURE COMMUNITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE

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 Department of Law and Public Safety has awarded the Jersey City Police Department \$200,000 to be applied toward the salaries of 8 police officers, with a City match requirement being the costs for their fringe benefits. The Jersey City Police Department is required to maintain the complement of 829 sworn officers. If the Department falls under this required number, the current funding is in jeopardy and the Department becomes ineligible for subsequent Safe and Secure Communities Grant funding.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Grant Funds - \$200,000 for Officer Salaries
City Match – Fringe Benefits

July 1, 2018 until June 30, 2019

Type of award State Grant, Grant No. 19-0906

If "Other Exception", enter type

Additional Information

As per the Division of Criminal Justice, the email attached to this Resolution is considered the initial award letter from the State.

I certify that all the facts presented herein are accurate.

Jaclyn Marcazo
Signature of Department Director

2/13/19
Date

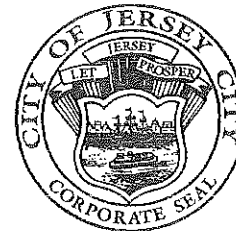
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-146

Agenda No. 10.N

Approved: FEB 27 2019

TITLE:



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

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

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

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

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

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

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

1. The City is offering to sell sixty one (61) motor vehicles.
2. The successful bidder shall be required to pick up the motor vehicles at the impound operator's facility, 10 Linden Avenue East, Jersey City, NJ 07305 using its own equipment and laborers at no cost to the City. Pick up may be done on Monday through Friday between 9:00 a.m. and 3:00 p.m. Pick up must be done no later than five business days after the sale.
3. The successful bidder shall be required to pay its full bid amount at the conclusion of the bidding for each vehicle and bulk item. The form of payment is by either a company check or cash. No personal checks will be accepted.
4. The motor vehicles will be sold at a public auction conducted by the Purchasing Agent on a regular business day at a time, date, and place to be determined by the Purchasing Agent. This date must be within 60 days of the passage of this resolution. If bids are not received within 60 days, this resolution shall be deemed null and void.
5. Vehicles will be auctioned as bulk. Before the auction starts, all bidders will be advised that they may submit a sealed bid for the purchase of all the vehicles (bulk bid). At the end of the auction, the will City calculate the total individual sales amount versus the bulk bid amount. If the bulk bid amount is greater than the total individual sales amount, then the bulk bidder purchases all of the vehicles.
6. The vehicles are sold "AS IS" and the City does not guarantee the condition of the vehicles and bulk items. All sales are final. No returns and no exchanges.
7. A notice of the date, time, and place for the acceptance of bids and a description of the items to be auctioned shall be advertised in a newspaper circulating in the municipality not less than 7 nor more than 14 days before the date of the sale.
8. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any bid or any part thereof for any reason whatsoever.

City Clerk File No. Res. 19-146

Agenda No. 10.N FEB 27 2019

TITLE:

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

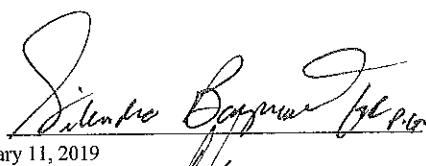
9. The City reserves the right to be exercised by the Purchasing Agent after opening all bids received to either accept the highest bid or reject all bids.
10. A list of the motor vehicles to be sold is as follows:

<u>Item #</u>	<u>Year</u>	<u>Make</u>	<u>Type</u>	<u>VIN#</u>	<u>Minimum Bid</u>
1	2003	BUI	4DR	1G4HP54K13U143300	\$8,307.45
2	2005	MV	MC	ZCGTC25095V001638	\$7,507.70
3	2002	VEN	MC	5KMMVG1C025048839	\$7,155.81
4	2002	BMW	SUV	5UXFA53592LP36057	\$7,953.62
5	2000	BUI	4DR	2G4WS52J5Y1337959	\$6,164.12
6	2000	LEX	4DR	JT6HF10U9Y0113121	\$4,212.73
7	2002	BUI	4DR	1G4HP54K024139401	\$4,212.73
8	2001	ACU	4DR	2HNYD18651H506632	\$4,212.73
9	2002	HON	2DR	1HGCG22572A019477	\$4,212.73
10	2008	NIS	2DR	1N4AL24E98C135149	\$4,212.73
11	2006	CHE	2DR	2G1WM15K069249100	\$4,212.73
12	1998	FOR	SUV	1FMPU18L5WLB16319	\$8,325.46
13	2001	CAD	4DR	1G6KD54Y01U231214	\$4,180.74
14	2005	FOR	4DR	1FMZU73E15UA66676	\$4,180.74
15	1997	TOY	4DR	4T1BG22K2VU780917	\$4,180.74
16	2003	HON	4DR	2HKYF18513H562617	\$8,261.48
17	2001	LIN	4DR	1LNHM87A11Y618396	\$4,148.75
18	2008	BMW	SUV	WBXPC93468WJ17019	\$4,148.75
19	2004	HON	4DR	5FNRL18684B072701	\$4,116.76
20	2002	PON	4DR	1G2NF52E22C273019	\$4,116.76
21	2003	ACU	4DR	19UUA56633A046784	\$4,084.77
22	2002	HON	4DR	1HGCG66862A126998	\$4,052.78
23	1998	FOR	4DR	1FAFP52U2WA124282	\$4,046.81
24	2001	FOR	4DR	1FMPU16L71LB06015	\$7,877.60
25	2007	HON	2DR	2HGFG12867H576603	\$3,956.81
26	2009	NIS	2DR	JN1AR54F29M251231	\$3,956.81
27	2002	FOR	2DR	1FMYU70E52UB91448	\$3,924.82
28	1999	BUI	4DR	1G4HP52K6XH435719	\$3,892.83
29	2001	NIS	4DR	3N1CB51D41L462039	\$3,828.85
30	2009	HON	4DR	1HGCS22829A003383	\$3,540.94
31	2002	TOY	4DR	4T3ZF13C02U433480	\$3,540.94
32	2002	CHE	2DR	1GCCS195928250269	\$3,508.95

FEB 27 2019

TITLE:

Item #	Year	Make	Type	VIN#	Minimum Bid
33	2002	NIS	4DR	JN1DA31D42T417448	\$3,476.96
34	2010	FOR	2DR	NM0LS6AN7AT013443	\$3,444.97
35	1995	FOR	4DR	1FMDU34X2SUB41562	\$3,349.00
36	2010	NIS	4DR	1N4AA5AP7AC828840	\$3,349.00
37	1999	LEX	4DR	JT8BF28G4X5057320	\$3,349.00
38	2015	KIA	4DR	KNAFX4A65F5428090	\$3,311.04
39	2002	BUI	4DR	2G4WS52J221223389	\$3,285.02
40	1996	NIS	4DR	JN8AR05Y9TW040737	\$3,285.02
41	2003	SAT	SUV	5GZCZ43D33S802333	\$3,253.03
42	2003	FOR	2DR	1FAFP404X3F333538	\$3,221.04
43	2004	LEX	4DR	JTHBA30G545032566	\$3,221.04
44	1999	CHE	4DR	2G1WL52M8X9230280	\$3,157.06
45	2003	FOR	SUV	1FMFU18L53LC32322	\$6,086.16
46	2008	CHE	4DR	2G1WB58N881209898	\$3,093.08
47	2004	BMW	4DR	WBAGL63564DP72658	\$6,867.90
48	2007	NIS	4DR	1N4AL21E47N412099	\$4,948.50
49	2002	BUI	4DR	1G4HP54K62U257680	\$3,061.09
50	2005	FOR	4DR	1FAHP24195G121546	\$3,061.09
51	2004	MB	4DR	WDBUH82J24X164764	\$3,061.09
52	2005	NIS	4DR	1N4AL11D05C398132	\$3,061.09
53	2004	CHE	4DR	3GNEK12T54G109074	\$5,958.20
54	2000	BUI	4DR	2G4WS52J4Y1252451	\$3,029.10
55	1998	HON	4DR	1HGCG5641WA091929	\$3,029.10
56	1997	TOY	4DR	2T1BA02E1VC199071	\$2,997.11
57	2005	NIS	4DR	1N4AL11D45C296896	\$2,997.11
58	2006	FOR	4DR	3FAHP07156R138404	\$2,965.12
59	2007	TOY	4DR	4T1BK36B57U233559	\$3,040.12
60	2009	BMW	4DR	5UXFG83579LZ92997	\$5,702.28
61	2002	FOR	4DR	1FMZU73E32UA83474	\$5,638.30

APPROVED:  APPROVED AS TO LEGAL FORM
February 11, 2019

R.R.
2-13-19

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

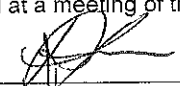
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

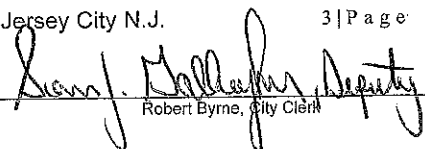
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

3 | Page


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

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

Project Manager

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@jcnj.org mvalenti@jcnj.org

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

Contract Purpose

- ✦ The City of Jersey City ("City") acquired title to various motor vehicles, which were impounded, and these vehicles have salvage value.
- ✦ The City is offering to sell sixty one (61) motor vehicles.
- ✦ N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale.
- ✦ The Purchasing Agent desires to sell these motor vehicles by conducting a public auction.
- ✦ The City will transfer title to all vehicles that remain unsold at the conclusion of the public auction to the impound operator.

Cost (Identify all sources and amounts)

[Empty box for cost information]

Contract term (include all proposed renewals)

[Empty box for contract term information]

Type of award **Auction Resolution**

If "Other Exception", enter type

[Empty box for other exception type]

Additional Information

[Empty box for additional information]

I certify that all the facts presented herein are accurate.

[Handwritten Signature]
Signature of Department Director

02/11/19
Date

Signature of Purchasing Director

Date

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

City Clerk File No. Res. 19-147

Agenda No. 10.0

Approved: FEB 27 2019



TITLE:

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF MARILYN LOPEZ V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following Resolution:

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

WHEREAS, Marilyn Lopez ("plaintiff") having filed suit against the City of Jersey City, et al. in the Hudson County Superior Court, bearing Docket No. HUD-L-1127-17; and

WHEREAS, the Complaint alleges that the plaintiff tripped over an empty grate where a tree had been planted and removed at 266 Central Avenue, Jersey City, N.J., causing her to fall and sustain injuries; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of \$30,000.00 because of the litigation risk involved; and

WHEREAS, plaintiff has agreed to this settlement and will sign the required release and stipulation of dismissal; and

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

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$30,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$30,000.00 payable to plaintiff and her attorneys.

BMM/cw
02/13/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - NON CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE SUIT OF LOPEZ V. KENNEDY DEPARTMENT STORE, ET AL.

Initiator

Department/Division	Law Department	Law Department
Name/Title	Brittany M. Murray	Assistant Corporation Counsel
Phone/email	(201) 547-5182	BMurray@jcnj.org

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

Resolution Purpose

To settle the above-referenced lawsuit for \$30,000.00.

I certify that all the facts presented herein are accurate

Signature of Department Director

Date

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

City Clerk File No. Res. 19-148

Agenda No. 10.P

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SPECIAL OLYMPICS OF NEW JERSEY TO CONDUCT A GRAND REOPENING CLINIC AT PERSHING FIELD POOL

WHEREAS, the City wishes to educate the public on health and fitness by providing and promoting a developmental clinic ("Clinic") to teach swimmers of all abilities proper swimming technique and educate the community on the health benefits of swimming; and

WHEREAS, the City of Jersey City (the "City") also wishes to promote charitable giving within the Jersey City community, and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. defines "concession" to include granting of a license for a service that requires approval or endorsement of the contracting unit; and

WHEREAS, the Local Public Contracts Law Regulations exempts activities that are neither rewarded to a for-profit organization, nor awarded for a for-profit purpose from certain "concession" requirements, including for quotations and/or public bidding. N.J.A.C. 5:34-9.4; and

WHEREAS, the Special Olympics New Jersey, Inc. ("SONJ") is a nonprofit organization organized under the laws of the State of New Jersey; and

WHEREAS, the City and SONJ intend that all proceeds from the Clinic will inure to the benefit of the SONJ for purposes of conducting its non-for-profit activities; and

WHEREAS, the City wishes to permit the exclusive use of its pool facilities at Pershing Field Park on Saturday, March 9, 2019 from 10 a.m. to 12 p.m. to conduct the Clinic activities to benefit SONJ and grant all appropriate licenses to allow for the same; and

WHEREAS, the fees required to participate in the Clinic shall be \$40 for Jersey City residents and \$80 for non-residents; and

WHEREAS, SONJ wishes to be indemnified against any liability associated with conducting the clinic; and

WHEREAS, the City is willing to signify its agreement to so indemnify SONJ by way of the Fundraising Event Project Addendum ("Event Agreement") attached hereto;

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

1. SONJ and its employees, agents, guests, invitees or contractors are authorized to enter onto City's Property on the date of the Clinic for purposes of conducting any activities related to the Clinic and the collection or proceeds therefrom; and

City Clerk File No. Res. 19-148

Agenda No. 10.P **FEB 27 2019**

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SPECIAL OLYMPICS OF NEW JERSEY TO CONDUCT A GRAND REOPENING CLINIC AT PERSHING FIELD POOL

- 2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Event Agreement attached hereto.

JJ/jmek
2/20/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SPECIAL OLYMPICS OF NEW JERSEY TO CONDUCT A GRAND REOPENING CLINIC AT PERSHING FIELD POOL

Initiator

Department/Division	Business Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	(201) 547-4513	BPlatt@icnj.org

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

Resolution Purpose

Resolution authorizing the City of Jersey City to enter into an Agreement with the Special Olympics of New Jersey permitting entrance onto City's Property located at Pershing Field Pool on the date of the Clinic for purposes of conducting any activities related to the Clinic and the collection of proceeds therefrom.

I certify that all the facts presented herein are accurate.



Signature of Department Director

2/20/19

Date



FUNDRAISING EVENT/PROJECT APPLICATION

Please print, complete the application and mail it to: **Special Olympics New Jersey**
1 Eunice Kennedy Shriver Way
Lawrenceville, NJ 08648

Please wait for approval of this application before proceeding.

A determination is usually made within 2 weeks.

Questions? Please contact us at 609-896-8000 or developmentinfo@sonj.org.

Event/Project Title: Pershing Field Swim Clinic

Event/Project Site Address: 201 Central Avenue Jersey City, NJ

Sponsoring Organization & Address: Jersey City Department of Recreation

Contact Name: Jonathan Gomez Phone: 804.319.5958 E-mail: jgomez-noriega@jcnj.org

Has this organization run this type of event/project before? Yes No For SONJ? Yes No

If yes, please give brief details:

Swim Clinic hosted by the City of Jersey City with two Olympic Semi-Finalists Jonathan Gomez and Matea Samardzic

Anticipated start & end date, or "ongoing": March 2, 2019 To benefit a specific SONJ Area(County)? Yes No

If yes, which Area/County? _____ (Funds not designated to a specific SONJ Area will go to statewide programs.)

Brief description of the event/project (*how are funds going to be raised?*)

\$40 per swimmer all funds raise go towards the Special Olympics NJ

What help, if any, will you need from the Special Olympics New Jersey Chapter (state) office, (i.e. use of SONJ banner, athlete speaker, SONJ DVD or other program information brochures)?

Banner and athlete speaker (Jersey City resident Miranda Mendoza)

Will the SONJ name or logo be used? Yes No If yes, please explain & forward copies of materials:

Will checks be made out to Special Olympics New Jersey? Yes No If no, how will funds be handled?

Do you have insurance? Yes No

If yes, you will be asked to provide a Certificate of Insurance naming Special Olympics New Jersey as additional insured. Please note that since this event/project is being planned and conducted independent of SONJ, our insurance program does not apply to this event/project.

Anticipated gross from this event/project? \$ 1500 Anticipated net to SONJ? \$ 1500

SPECIAL OLYMPICS NEW JERSEY FUNDRAISING EVENT/PROJECT ADDENDUM

The following items shall be considered part of this agreement.

1. Special Olympics and Special Olympics New Jersey, Inc. retain legal and proprietary interests in its name, logo and all other proprietary symbols (i.e., use of the name, logo and proprietary symbols are limited solely to the specific fundraising activity).
2. Special Olympics New Jersey, Inc. must approve all printed event/project materials prior to distribution.
3. Special Olympics New Jersey, Inc. retains the ownership in all assets (i.e., donor lists) acquired through the exclusive use of the Special Olympics name or symbols.
4. Special Olympics New Jersey, Inc. has a right to inspect and audit (at its own expense and with reasonable notice) all books and records related to the fundraising activity, including records related to the Event/Project Organizer's performance under this agreement.
5. Special Olympics New Jersey, Inc. accepts no liability for fees or expenses incurred by subcontractors or other parties, except as expressly contracted in writing by the President of Special Olympics New Jersey, Inc.
6. Adequate insurance must be provided by the Event/Project Organizer.
7. Event/Project Organizer indemnifies and holds Special Olympics New Jersey, Inc., its employees and Board of Directors harmless for any and all claims arising out of unauthorized use of Special Olympics New Jersey, Inc.'s name and proprietary symbols, and/or Event/Project Organizers' negligence.
8. Event/Project Organizers are responsible for full compliance with all applicable laws and regulations, including those which govern charitable solicitation.
9. This agreement may be terminated by either party, with or without cause, by providing written notice to the other party. Written notice should be forwarded to: Special Olympics New Jersey, Inc., 1 Eunice Kennedy Shriver Way, Lawrenceville, NJ, 08648.
10. Event/Project Organizer understands that he/she is not an agent of Special Olympics New Jersey, Inc. and agrees not to represent himself/herself as such.
11. This agreement is governed by and subject to the laws of the State of New Jersey.
12. Under no circumstances shall an alcohol or tobacco sponsor/company be associated with the event/project or Special Olympics New Jersey name.

Submitted by: Jonathan Gomez
Event Organizer

01/28/2019
Date

Approved*

Disapproved

President, SONJ

Date

**NOTE: Approval is granted on a one-time basis. If the event/project is repeated, a separate approval must be obtained.*

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

City Clerk File No. Res. 19-149

Agenda No. 10.0

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE ILLINOIS PUBLIC HEALTH INSTITUTE ("IPHI") THROUGH ITS AFFILIATE DATA ACROSS SECTORS FOR HEALTH ("DASH")

COUNCIL offered and moved adoption of the following resolution:

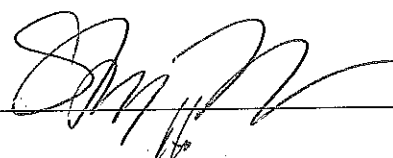
WHEREAS, the Illinois Public Health Institute ("IPHI") DASH CIC-START program enables local public health agencies to leverage data-sharing to provide improved health outcomes; and

WHEREAS, the City of Jersey City ("the City") has devised a plan to implement the DASH CIC-START program by accepting a grant of \$25,000 from IPHI for use in supporting, testing and documenting emerging collaborative efforts that seek to share data to help coordinate activities and align local systems and sectors toward common operations and outcomes; and

WHEREAS, the City agrees to use the IPHI funds in accordance with such rules, regulations and applicable statutes and is willing to enter into a grant agreement with IPHI for the above named project;

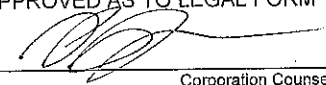
NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the grant agreement attached hereto with IPHI know for the DASH CIC-START project;
2. The City agrees to comply with all applicable federal, state and local laws, rules, and regulations in its performance of the project; and
3. The Office of Management and Budget is authorized to establish an account for the grant funds.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator


Corporation Counsel

Certification Required

Not Required

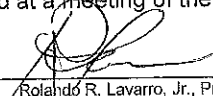
APPROVED 9-0

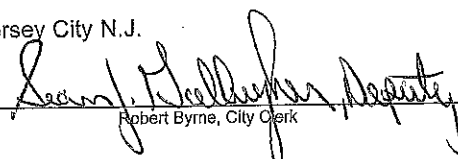
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

ENABLING RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND THE ACCEPTANCE OF A GRANT AWARD FROM THE ILLINOIS PUBLIC HEALTH INSTITUTE ("IPHI") THROUGH ITS AFFILIATE DATA ACROSS SECTORS FOR HEALTH ("DASH")

Project Manager

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Lea Flanagan	Director
Phone/email	(201) 547 6560	SFlanagan@icnj.org

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

Contract Purpose

This is a resolution accepting funds for a public health data sharing system implementation.

Cost (Identify all sources and amounts)

\$25,000 – DASH CIC-START grant funds

Contract term (include all proposed renewals)

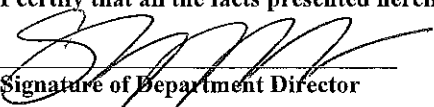
January 14, 2019 - July 15, 2019

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/15/19
Date

Exhibit A

Program Activities and Expectations

- Complete the *All In* Capacity Assessment at the beginning and end of the contract.
- Engage as a member of *All In: Data for Community Health*, at a minimum through the online community:
 - Update individual profiles
 - Encourage partners to create profiles
 - Submit a project profile
 - Participate in an All In 101 webinar and platform demo no later than March 1
- Encouraged: Participate in other learning collaborative activities such as webinars, affinity groups or peer-to-peer calls as a member of *All In*.
- Provide copies to the DASH NPO of any contractor and consultant agreements that were executed as a part of the CIC-START award.
- Enable a low-effort virtual or in-person site visit from DASH, ideally around an existing (public) meeting, to witness activities and/or milestones.
- Participate in monthly update calls with the DASH NPO. AWARDEE can schedule additional calls with DASH staff as necessary.
- Submit a final narrative and financial report of lessons, outcomes, and products that resulted from this contract 30-days after award ends. The DASH NPO will provide a template.
- Optional: Communications support and consultation from DASH NPO.

Exhibit B

Enhancing the Data Capacities of the Partnership for a Healthier JC

Project Summary

With a multi-sector community coalition already formed and active, JCHHS now requires a cross-sector framework for collecting and analyzing ward-based health data. JCHHS therefore seeks to hire a data analysis consultant to help the Partnership plan and implement shared data systems, as well as utilize neighborhood-based data to inform health interventions. These new capabilities to share and analyze data will deepen the community impact of the Partnership, resulting in optimal health interventions that redress persistent health disparities and promote a culture of health citywide.

Project Deliverables

1. Develop a framework and strategies for collecting relevant cross-sector, ward-based health data throughout the city
2. Senior staff as well as staff from core members of the Partnership will receive data analysis training

Project Work Plan

	J	F	M	A	M	J	J	A
Deliverable 1 - Develop a framework and strategies for collecting relevant cross-sector, ward-based health data throughout the city								
Activity/task: Hire data consultant from Jersey City Office of Innovation to work 200 hours throughout the 6-month project.	X							
Activity/task: Select data platform for data sharing with Jersey City Medical Center (JCMC) and Jersey City Housing Authority (JCHA).		X						
Activity/task: With the consultant, establish a strategy and platform for data collection across sectors to measure Jersey City Health and Human Services (JCHHS) program outputs and outcomes.		X						
Activity/task: Sign a memorandum of understanding that facilitates consistent data sharing. The data includes individual-level emergency patient data from JCMC and individual-level data of housing applications from JCHA.			X					

Deliverable 2 - Senior staff as well as staff from core members of the Partnership will receive data analysis training.

Activity/task: Fifteen JCHHS staff members, with consultant support, receive training for utilizing existing data as well as collecting and analyzing new data.				X	X	X		
Activity/task: JCHHS staff, with consultant support, begins training JCMC and JCHA staff with the goal of training five staff members from each organization.					X	X		
Activity/task: JCHHS, JCMC, and JCHA staff begin collecting and analyzing new data as the result of training.							X	
Activity/task: JCHHS, JCMC, and JCHA begin monthly postings of new data and analysis reports to the shared platform for each organization's use.								X
Activity/task: JCHHS, JCMC, and JCHA begin developing health interventions based on results of data analysis.								X

Exhibit C

Project Budget

	Period 1	
	Duration*6 months	
Personnel		Total
Proj. Dir./Prin. Invest.	0	0
Program Staff	0	0
Administrative Staff	0	0
Other Staff	0	0
Fringe Benefits %	0	0
Personnel Total	0	0
Other Direct Costs		Total
Office Operations	0	0
Communications/Marketing	0	0
Travel	0	0
Meeting Expenses	0	0
Polls and Surveys	0	0
Equipment	0	0
Project Space	0	0
Other	0	0
Other Direct Costs Total	0	0
Purchased Services		Total
Consultants	25,000	25,000
Contracts	0	0
Purchased Services Total	25,000	25,000
Indirect Costs		Total
Indirect Costs Total	0	0
Total	25,000	25,000

Payment Schedule

Total payments from IPHI to the AWARDEE will not exceed TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00). Payments will be made per the following schedule:

- 90% of the requested funds, or up to \$22,500, will be distributed within 14 business days of IPHI's receipt of the fully signed contract agreement.
- The remaining 10%, or up to \$2,500, will be paid within 14 business days after receipt of the final program narrative and financial report, and project stated deliverables.

The Illinois Public Health Institute ("IPHI") as part of its Data Across Sectors for Health (DASH) hereby awards a contract to Jersey City Department of Health and Human Services ("AWARDEE"), subject to the following terms and conditions:

TERMS AND CONDITIONS:

1. DASH is providing AWARDEE a contract to support time-limited activities that build skills and capacity at the community or regional level to (a) engage partners from multiple sectors in planning for shared data, (b) systematically share data across sectors, and/or (c) design or implement interventions based on shared multi-sector data. A more detailed description of AWARDEE's statement of work and deliverables are outlined in Attachments A-C.
2. This contract is effective January 14, 2019 through July 15, 2019.
3. Upon receipt of the fully executed contract agreement, IPHI will submit an initial payment totaling 90% of the program budget. Funds may be used as outlined in the approved budget only. AWARDEE will not use funds for political support or to carry out lobbying efforts of propaganda, or to otherwise attempt to influence any legislation, within the meaning of IRC Section 4945 and the Treasury; or to engage in, support or promote violence, terrorist activity or related training of any kind.
4. AWARDEE will maintain a separate accounting of the use of contract funds to enable confirmation of expenditures incurred pursuant to this contract.
5. No substantial variances, including the use of budgeted funds and project scope and deliverables, will be made from the contract application or the schedule outlined in Attachment C without IPHI's prior written approval.
6. AWARDEE will inform IPHI immediately of (a) any change in its organizational leadership or key personnel or (b) any material change or adverse development relative to its financial condition, operations, activities or affairs. No payment hereunder shall be required to be made at any time after AWARDEE ceases to be a legal corporate entity.
7. AWARDEE will have full control of the disposition of the contract and accepts responsibility for complying with this contract agreement's terms and conditions.
8. The AWARDEE shall not assign or otherwise transfer any of its rights or duties except as may be specified in Attachments A-C.
9. AWARDEE agrees to promptly respond to interim inquiries and requests for information from IPHI regarding uses of the contract funds, compliance with the terms of the contract and progress made towards achieving the goals of the contract, pursuant to the list of expectations in Attachment A.
10. AWARDEE acknowledges that IPHI and its representatives have made no actual or implied promise of funding or renewal of funding in addition to amounts provided under this agreement.
11. It is understood that by signing this contract agreement, AWARDEE agrees that it will conduct all activities to be funded by this contract in compliance with all applicable federal, state and local laws, regulations and ordinances including, without limitation: a) all laws relating to applicable anti-terrorist financing and asset-control laws, statutes and executive orders, and b) privacy and confidentiality of patient health

information including, without limitation, the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Standards of Privacy of Individually Identifiable Health Information 45 C.F.R. parts 160 and 164 ("the HIPAA Privacy Regulations").

12. AWARDDEE agrees to ensure that all potential recipients and participants of AWARDDEE's programs and services have access to programs and receive equitable services without regard to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, citizenship or immigration status.

13. For publications, AWARDDEE must contact the IPHI at least two weeks before the desired date of publicity for review and approval by IPHI. AWARDDEE shall not issue press releases or make any public statements referring to this contract or use IPHI's name or logo without the prior written consent from IPHI. Press releases, public announcements, statements, campaign reports, or materials that mention the contract must receive advance written approval from IPHI. AWARDDEE shall provide IPHI with copies of all final press releases, public announcements and/or publications related to this contract. IPHI may make information about this contract public at any time via their websites, presentations or as part of their public reports, and documents.

14. AWARDDEE hereby agrees to the fullest extent permitted by law to defend, indemnify and hold harmless IPHI, their officers, employees and agents from and against all claims, liabilities, losses and expenses (including reasonable attorney's fees), directly or indirectly, wholly or partially arising from or in connection with any act or omission of AWARDDEE, its directors, employees or agents in obtaining or accepting the contract from the IPHI, in expending or applying the proceeds of the contract from the IPHI, or in carrying out the project or program.

15. If IPHI terminates this contract for cause, or if AWARDDEE ceases to be a legal corporate entity, AWARDDEE shall immediately return to IPHI any funds in the AWARDDEE's possession that AWARDDEE has not earned or is not entitled to keep as of the date of the termination or date of corporate status changes. In addition to the circumstances cited above, IPHI shall have cause to terminate the contract if AWARDDEE becomes unable to carry out the purposes of the contract, AWARDDEE uses funds for a purpose other than those set forth in this contract without written approval, or AWARDDEE is in breach of any term of the contract. IPHI reserves the right to request immediate reimbursement of any funds used for purposes other than those for which the contract was made or to which IPHI has consented.

For the Illinois Public Health Institute

	Elissa J. Bassler, CEO	
Signature	Name/Title	Date

On behalf of Jersey City Department of Health and Human Services, I understand and agree to the foregoing terms and conditions of the IPHI's contract and hereby certify my authority to execute this agreement.

Signature	Name/Title	Date

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

City Clerk File No. Res. 19-150

Agenda No. 10.R

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH FOODA, INC. TO COORDINATE CATERING SERVICES AT THE CITY HALL ANNEX

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("City") recently relocated the Departments of Health and Human Services and Housing, Economic Development and Commerce to the new City Hall Annex building ("Annex building") at One Jackson Square; and

WHEREAS, in an effort to provide the hundreds of employees working at this location with a better variety of food options for midday meals, the City wishes to enter into an agreement with Fooda, Inc. to coordinate catering services for the Annex building; and

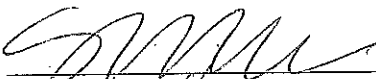
WHEREAS, Fooda, Inc. agrees to work with local food vendors to make available daily lunchtime catering in the Annex building and will not charge the City for its coordination services; and

WHEREAS, employees wishing to take advantage of the daily catering options will pay the food vendors directly for the meals; and

WHEREAS, the term of this Agreement will be for the remainder of the 2019 calendar year, ending on December 31, 2019.

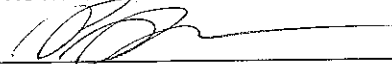
NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that

1. The City is authorized to enter into this Agreement with Fooda, Inc.; and
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Agreement attached hereto.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

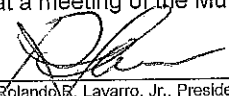
APPROVED 9-0

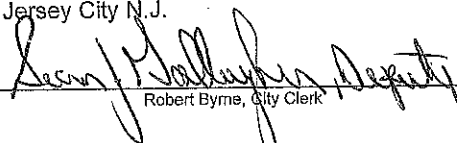
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH FOODA, INC. TO COORDINATE CATERING SERVICES AT THE CITY HALL ANNEX

Project Manager

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Department Director
Phone/email	(201) 547 6560	SFlanagan@icnj.org

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

Contract Purpose

This resolution permits the City to enter into an agreement with Fooda for help coordinating catering for the City Hall Annex. Fooda will work with local vendors to have them serve lunchtime meals in the Annex lobby 5 days a week, and City employees will pay the vendors for the meals directly. Fooda will provide their services free of charge.

Cost (Identify all sources and amounts)

\$0.00

Contract term (include all proposed renewals)

March 1, 2019 through December 31, 2019

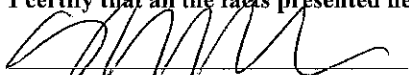
Type of award

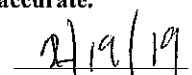
If "Other Exception", enter type

Additional Information

Right now the closest options for prepared food are the Extra Supermarket, McDonald's and Dunkin Donuts. This will enable greater variety of food options from different parts of the City and will expose the food vendors to new customers.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



Customer Master Agreement

This agreement ("Agreement") made the _____ day of _____, _____, by and between Fooda, Inc., a Delaware corporation ("Fooda") and the City of Jersey City, ("Customer").

The Customer and Fooda agree as follows:

1. DEFINITIONS

"Catering" means an authorized representative of the Customer placing an order for an Event. This includes deciding on a Food Provider, type of food, items, quantities, and/or applicable logistics such as delivery location and time. The cost for what is ordered will be paid for by the customer based upon the order details.

"Events" means Customer sponsored promoted events where Fooda coordinates services with Food Providers or Vendors.

"Fooda Group" means the aggregate Users that are part of the Customer's account within Fooda's Platform.

"Food Provider" means a restaurant, catering company, bar, food truck, ice cream shop, manufacturer, distributor, brewery, winery, chef, or any other company or individual providing food and/or beverages.

"Fooda Services" means any goods, services, content, or software provided to or otherwise made available to Customer and/or its Users whether onsite, off premises, online, public location, or Vendor location.

"Platform" means any Fooda software and/or mobile applications made available to Customer and/or Users in connection with the Fooda Services.

"Popup" means a Vendor or Food Provider coming to a Customer's site and serving food and/or providing beverages or other Fooda Services to Users. Popup events may be subsidized by the Customer or fully paid by the Users.

"Statement of Work" means one or more addenda executed by Customer and Fooda describing the specific Fooda Services to be provided to Customer, each of which shall include fees and additional terms that apply to each specific Fooda Service. Each Statement of Work shall be attached and incorporated into this Agreement, and as such shall be subject to all of the terms and conditions set forth in this Agreement.

"Users" means Customer administrators, employees, guests, clients, members, associates, partners, students, tenants and/or the general public that (i) the Customer has authorized or allowed access to utilize Fooda Services, and (ii) have, if applicable to the Fooda Services, agreed to Fooda's then-current Terms of Use.

"Vendor(s)" means a Food Provider, merchant, distributor, delivery service, driver, server or any other third party providing Fooda Services to Customer or otherwise assisting Fooda in any way in providing Fooda Services.

2. GENERAL TERMS & CONDITIONS

2.1 Subscription and Grant of Right to Use. Subject to all of the terms and conditions of this Agreement, Fooda hereby grants to Customer and Customer hereby accepts, a non-exclusive, revocable license to permit Customer's Users to access and use Fooda Services and the Fooda Platform, which Platform, for purposes of clarity, shall remain owned solely and in full by Fooda. The terms and conditions associated with Customer's access to each Fooda Service, including without limitation pricing, are included in each Statement of Work. Additional Fooda Services may be purchased by Customer from time to time pursuant to additional Statements of Work executed by both parties.

2.2 Term & Termination. This Agreement shall continue in full force beginning on the execution date of this Agreement and ending when the last Statement of Work expires. Each Statement of Work will continue from its Effective Date and ending after 36 months. Either party may cancel a Statement of Work with 15 days notice for convenience during the Introductory Period (first 4 weeks following its Effective Date). After each Statement of Work expires this agreement and that Statement of Work will remain in full force until either party provides a 30 day notice to cancel. In addition, Fooda may terminate a Statement of Work with a 15 day notice if average daily meals sold drops below 60 for a four week period.

2.3 Email, User Data & Privacy Policy. Customer will provide User information and/or email addresses to Fooda, information remains the property of Customer but shall be usable by Fooda as set forth herein. Once Users begin receiving email communication they can at any time unsubscribe and be removed from the Customer provided list. Fooda's standard communication plan includes sending out



emails to: a) ask Users to set up an account; b) announce the details and/or invite Users to participate in Fooda coordinated Events or Fooda Services; or c) get User feedback on Fooda Services. Fooda may provide an email communication plan that differs from the standard plan. Fooda will outline the non-standard plan and receive approval in writing from the Customer before deploying any non-standard communication plan to the Customer provided list. If a User decides to create an account with Fooda, the newly created User account information belongs to Fooda and is not subject to the Customer owned data limitations; however, Customer can remove the User from its Fooda Group at any time. Users will have the ability cancel their account and control frequency and types of communication in addition to being able to unsubscribe from Fooda communications. Customer will have visibility to the account status of all Users in the Fooda Group. Fooda does not sell, rent or share any personal User information with any other firm unless that information is required by a Vendor in order to fulfill the Fooda Services purchased by the User.

2.4 Vendors. Customer acknowledges that Fooda does not own, operate or in any other manner exercise any control or influence over third party Vendors providing Fooda Services. Vendors may have constraints related to service areas, minimum orders or other requirements. Fooda shall not be responsible or liable in any way for the acts of any Vendors, including without limitation damages caused by any such Vendor. Fooda uses commercially reasonable efforts to obtain the agreement of each Vendor to indemnify and defend Customer from asserted claims or losses arising from the use of Vendor's service or product. Client hereby releases, covenants not to sue and forever discharges Fooda, together with its directors, officers and employees, from any and all liability, claims, actions and causes of actions whatsoever arising out of or related to any loss, damage or injury that may be sustained due to the alleged or actual acts or omissions of a Vendor. Accordingly, Customer agrees that it will look solely to the applicable Vendor for compensation for said losses, claims, damages and/or injuries.

2.5 Intellectual Property. All trademarks, patents, copyrights and other intellectual property rights owned by either party on the date hereof shall continue to be owned solely by such party, and except as set forth herein, nothing in this Agreement shall be deemed to confer any rights to any such intellectual property on the other party. Each party hereby licenses use of its names and trademarks to the other party to the limited extent necessary for such party to carry out its responsibilities hereunder during the term of this Agreement. Customer shall not directly or indirectly reverse engineer, attempt to derive the source code, copy or reproduce all or any portion of the Platform, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization. Customer shall use the Platform solely for its intended purposes and in accordance with applicable law, and shall not use the Platform for the benefit of any third party except as specifically contemplated under this Agreement. Either party may include the name or marks of the other party in lists of clients or vendors and other marketing materials, provided such use is in accordance with the other party's standard guidelines.

2.6 Permits & Fees. Some government agencies may require site inspections, reporting, and/or fees to operate food service programs. Fooda will ensure that all municipal, county and state ordinances are followed. Any fees charged by government agencies will be paid for by the Customer.

3. RESPONSIBILITIES

Fooda:

- Will assess Customer's needs and design a custom Fooda program to meet those needs.
- Will manage and execute a marketing and communication plan including email, flyers, and signs.
- Will be the single point of contact for all Vendor related issues.
- Will coordinate the collection of any required licensing or insurance documents required to enter the Customer's location.
- Will utilize its mobile and web-based Platform to give Customer's Users access to Vendor profiles, schedules, menus, and payments systems.
- Will have Vendors contractually agree to clean the Customer's space and leave the premises in substantially the same condition of when they arrived.

Customer:

- Will provide access to the location where Fooda Services will be provided.
- Will provide Fooda with an initial list of available email addresses for its Users.
- Will work with Fooda to execute a marketing plan, which plan may include, without limitation, email, intranet, elevator signage, common area signage, flyers, newsletters and/or surveys.
- Will provide best efforts to notify Fooda at least 48 hours in advance of periodic or one-time events that may affect User participation or access to the space that Vendors will be utilizing.

4. OTHER TERMS & CONDITIONS

4.1 Non-Solicitation. Customer agrees not to separately transact business directly with any Vendors supplied by Fooda during the term of this Agreement and for 18 months following its termination. This non-solicitation shall be limited to the types of goods or services provided by Vendor to Customer as part of the Fooda Services, and shall not preclude Customer or any of its Users from patronizing any Vendor's physical location.



4.2 Governing Law. This Agreement and all rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Illinois. In the event that any legal proceeding or action of any kind is brought in a court of competent jurisdiction to enforce any right or obligation arising hereunder, then this Agreement shall be governed by the law of the State of Illinois.

4.3 Entire Agreement. This Agreement, together with each Statement of Work, sets forth all of the agreements, understanding, representations and warranties of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings of the parties. If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions, to the extent feasible, will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.

4.4 Binding Arbitration. Fooda and Customer hereby agree that (a) this Agreement and all disputes, controversies, or claims arising out of or relating to it, or goods and/or services provided shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"); (b) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided that such location is reasonably convenient for Customer), or at such other location as may be mutually agreed upon by Customer and Fooda; (c) the arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (d) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration will decide only Customer's and/or Fooda's individual claims; and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (e) in the event that Customer is not able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Fooda will pay as much of Customer's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (f) with the exception of subpart (d) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (d) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Customer nor Fooda shall be entitled to arbitrate their dispute. For more information on AAA and its Rules and Procedures, visit the AAA website at <http://www.adr.org>.

4.5 Force Majeure. Neither party shall be liable to the other party for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies or power.

4.6 Warranties. FOODA SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND FOODA DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, CORRESPONDENCE TO DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING PLATFORM UPTIME AND/OR DOWNTIME, AND/OR ANY WARRANTIES AS TO THE RESULTS THAT CUSTOMER OR ANY USER MAY ACHIEVE ON ACCOUNT OF USE OF ANY FOODA SERVICES.

4.7 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THIS AGREEMENT, OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES"). FOODA'S CUMULATIVE LIABILITY RELATED TO DIRECT DAMAGES WILL BE LIMITED TO THE SOFTWARE FEES, SERVICES FEES, AND ANY APPLICABLE MARKUP ON GOODS OR SERVICES PROVIDED BY FOODA TO CUSTOMER OVER THE PREVIOUS 12 MONTHS.

IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of the parties hereto as of the date first above stated.

Fooda Signature:

Customer Signature:

Print Name:

Print Name:

Print Title:

Print Title:



Statement of Work

This Statement of Work made the _____ day of _____, _____, by and between Fooda, Inc., a Delaware corporation ("Fooda")

and the City of Jersey City, ("Customer").

For and in consideration the Customer and Fooda agree to incorporate this as part of the Customer Master Agreement the following terms:

Effective Date: March 1, 2019

Program Details:

Type of Service: Popup

Location: City Hall Annex, One Jackson Square, Jersey City, NJ 07305

Frequency (Days & Times): Monday through Friday, 11:00am – 2:00pm

Customer Fees & Subsidies:

One-Time Setup Fee: N/a (waived for non-profit)

Ongoing Fees: N/a

Payment Terms:

Subsidy Programs:

Other Items:

Fooda has agreed to provide their services free of charge to the City of Jersey City

IN WITNESS WHEREOF, this Statement of Work has been duly executed by or on behalf of the parties hereto as of the date first above stated.

Fooda Signature:

Customer Signature:

Print Name:

Print Name:

Print Title:

Print Title:

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

City Clerk File No. Res. 19-151

Agenda No. 10.S

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH THE HUDSON VICINAGE PROBATION DIVISION TO ALLOW COMMUNITY SERVICE TO BE PERFORMED AT CITY-OWNED SENIOR CITIZEN CENTERS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the State of New Jersey- Hudson Vicinage Probation Division ("Probation Division") has expressed interest in partnering with the City of Jersey City's Department of Health & Human Services ("JCHHS") to find community service opportunities for its Community Solutions ("Community Solutions") participants; and

WHEREAS, the Probation Division specifically requested to assign its Community Solutions participants to community service tasks at JCHHS-managed senior citizen centers; and


WHEREAS, the Probation Division already has Community Solutions participants placed at other work sites in Jersey City, and the types of tasks participants perform include event setup, property maintenance, and office work; and

WHEREAS, the JCHHS, has agreed to assist with oversight, timekeeping, and compliance with the attached agreement for Community Solutions participants placed at JCHHS senior centers; and

WHEREAS, the term of this Agreement will be for 12 months, beginning March 1, 2019 and concluding on February 29, 2020.

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

1. The City is authorized to enter into the attached Agreement with the Hudson Vicinage Probation Division.; and
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Agreement, and any other documents necessary to effectuate the purpose of this resolution.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator


Corporation Counsel

Certification Required

Not Required

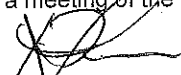
APPROVED 9-0

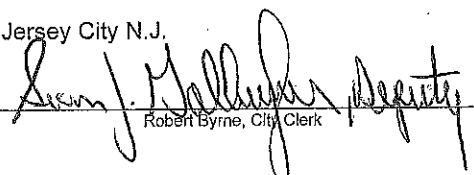
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE HUDSON VICINAGE PROBATION DIVISION TO ALLOW COMMUNITY SERVICE TO BE PERFORMED AT CITY-OWNED SENIOR CITIZEN CENTERS

Initiator

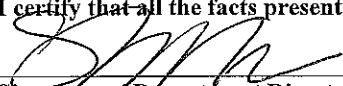
Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Department Director
Phone/email	(201) 547 6560	SFlanagan@jenj.org

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

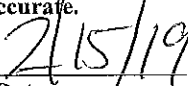
Resolution Purpose

This resolution authorizes the Hudson County Probation Division to place Community Solutions clients in City-owned Senior Centers to perform community service work.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

Community service provides you with workers referred from Probation to do a variety of different jobs for your agency or organization. There are a number of responsibilities you take on as a community service work site. The purpose of this brochure is to provide you with basic information and guidelines to assist you and your staff.

SCREENING

The probation community service staff will refer workers to your agency based on its needs. Workers' skills, schedule, offense, and background are considered in making referrals. When a worker is sent to your agency, you have the right to decide whether that person is suitable. In addition to Probation's prior screening, we recommend you conduct a personal interview to determine if the worker meets your agency's requirements. If you decide not to accept a referral, the probation staff will make another assignment for that person and try to refer a suitable worker to you.

RECORDKEEPING

Since the community service workers are performing their hours as the result of a court order, it is essential that probation receives accurate records of the hours worked. We recommend that you have workers sign in and out whenever they are at your site. In this way, the staff person assigned to supervise the work will be readily able to report who worked, and how many hours they completed.

The records of hours performed by individual workers must be sent to the Probation Community Service Program at the end of each month.

SUPERVISION

The community service workers have a responsibility to treat their assignments seriously, and cooperate at all

times with you and your staff. If a worker is uncooperative, disruptive, or otherwise causes problems, you should promptly advise Probation Community Service Program staff.

You have the right to dismiss a worker from your site at any time.

If a community service worker appears to be under the influence of alcohol or drugs, the worker should be dismissed from the work site, and Probation Community Service Program staff should be notified.

JUVENILES

If you have any juveniles performing community service work at your agency or organization, remember that the child labor laws apply to those under the age of 18. These laws prohibit working with power equipment, and toxic or flammable substances. They also restrict the number of hours and the hours of the day a juvenile can work.

A copy of the provisions of the Child Labor Laws is available from the Community Service Program or the Office of Wage and Hour Compliance, N.J. Department of Labor, P.O. Box 389, Trenton, NJ 08625.

SAFETY

The concern for the safety of community service workers at your work site is very important. We expect that you will exercise care and caution in assigning and supervising jobs given to community service workers, just as you would with paid employees. If you have any questions about the suitability, propriety, or safety of work assignments, don't proceed without discussing them with the Probation Community Service Program staff.

There are several guidelines to follow when deciding what types of jobs are suitable. Exceptions should have prior approval of the Probation Community Service Program staff.

Community service workers may not:

- < work on roofs or on ladders taller than six feet.
- < operate power tools *(If a worker is experienced and capable with the equipment, and you want to proceed, you should contact the probation community service director and discuss the assignment before allowing the worker to use the equipment.)*
- < operate motorized vehicles.
- < use hazardous or toxic substances. *(There are no exceptions to this guideline.)*

The information above are examples including, but not limiting other potentially hazardous duties.

Common sense is the best guide when deciding about work assignments. For example, a worker may decline a request to climb a ladder or use power equipment, but may now decide to pick up litter on a trash patrol. If you have any questions, contact the community service workers.

You should provide safety equipment, such as goggles, hard hats, breathing masks, ear protectors, and reflective vests for jobs where they could reduce risk or injury. Anything provided to paid staff is required for community service workers.

All tools or equipment that are provided to community service workers should be inspected on a regular basis, and maintained (or repaired if needed) in good working order. An inspection whenever a piece of equipment is used is a good idea.

INJURIES

In the case of minor injuries, such as poison ivy, insect bites, cuts and scrapes, workers should be told to seek treatment through their medical provider and allowed to leave the work site as needed. Major emergencies such as respiratory distress, blunt trauma or broken bones should be responded to in the same manner as for a paid employee, if necessary a 911 call and ambulance response. All cases of injuries must be reported to Probation Community Service staff immediately.

INSURANCE

The question of insurance for community service is a common one. There are two principle issues with which you should be familiar.

- X **Accident Insurance:** The State of New Jersey provides secondary accident insurance for the workers it assigned to your agency. This insurance covers any injury which a community service worker might suffer while working with you. The specifics of the coverage and procedures to follow in case of an injury are available from the Probation Community Service director.

- X **Liability Insurance:** This is more complex. New Jersey laws provide specific protection against liability for governmental agencies involved with community service, and more limited protection for private, non-profit organizations. The Attorney General of New Jersey issued an opinion letter in 1985, exploring the liability of agencies involved with community service. Information on all of these is available from the community service program. You should review it with your legal counsel.

For more information, please contact your Probation community service director at the phone number listed in this brochure.

This brochure is published by the
Administrative Office of the Courts, Trenton, NJ 08625

Philip S. Carchman, JAD
Acting Administrative Director of the Courts

John P. McCarthy, Jr., Esq.
Director, Trial Court Services

Mary M. DeLeo
Assistant Director for Probation

John Pizarro
Chief, Supervision Services

Gayle Maher
Chief, Juvenile Services

PROBATION DIVISION COMMUNITY SERVICE PERSONNEL

*County Probation Division
contact names & phone numbers*

Approved by the
Conference of Chief Probation Officers
August 25, 2004

Revised September 2004

Attachment 3100 J3

COMMUNITY SERVICE



WORK SITE SAFETY

*Your Partnership
With the Courts
and
Probation*

**PROBATION DIVISION
COMMUNITY SERVICE PROGRAM
WORK SITE AGREEMENT**

In its capacity as a non-profit organization or government agency, _____
(herein after referred to as the work site) agrees to consider community service participants on referral from the
Community Service Program for community service work.

The work site agrees:

1. To designate a work site contact person through whom referrals will be made.
2. To give each community service participant a clear explanation of site rules.
3. To keep all information concerning the community service participant strictly confidential and secure from public view.
4. To supervise the community service participant.
5. To provide a safe work place and **promptly** notify the Community Service Program staff of any injury to a community service participant.
6. To maintain written records and submit timely monthly reports to Community Service staff on the community service participant's performance. Each report shall include the hours performed in the preceding month and shall be submitted on the 10th of each month **Note: altering progress reports or falsification of hours is a crime in the state of New Jersey and subject to prosecution. Pursuant to NJ 2C:28-7 Tampering with Public Records or Information.**
7. To contact the Community Service Program staff in the event of or the appearance of impropriety. The community service participant should: not engage in direct solicitation of funds as part of their community service assignment and not consume alcoholic beverages while performing community service.
8. To prohibit the community service participant to perform community service where a relative works or has a position of responsibility in that organization or agency.
9. To dismiss a community service participant and promptly notify the Community Service program staff if:
 - a) The Community service participant appears to be under the influence of alcohol or drugs.
 - b) The Community service participant has committed an infraction of site rules.
 - c) The Community service participant is behaving uncooperatively, repeatedly tardy, rude or is otherwise inappropriate.
10. To ensure that the use of community service participants will in no way reduce present staff nor preclude the hiring of additional staff.

The Community Service Program agrees:

1. To designate a community service program staff contact person for the work site.
2. To provide information to the work sites on safety matters see (Work Site Safety brochure).
3. To provide a secondary accidental/medical insurance policy that covers all community service participants.
4. To conduct periodic work site visits.
5. To send sufficient information on each community service participant to facilitate referral and placement at a site.
6. To complete a screening of all community service participants prior to referral for placement and exclude any community service participant as listed below.

Please list any offenses your agency will not accept: _____

Please list days and times available: _____

Work Site Representative

Date

Probation Division Representative

Date

Designated Site contact person:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Fax: _____



PLEASE NOTIFY PROBATION OF DISABILITY ACCOMMODATION AND INTERPRETIVE NEEDS



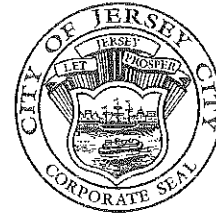
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-152

Agenda No. 10.T

Approved: FEB 27 2019

TITLE:



RESOLUTION RESCINDING A CONTRACT AWARD TO DIAMOND CONSTRUCTION AND AUTHORIZING THE AWARD OF A CONTRACT TO PERSISTENT CONSTRUCTION INC. FOR THE CITYWIDE SPEED HUMPS 2018, JERSEY CITY PROJECT NO. 18-012 T FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City's (City) Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised bids for **The Citywide Speed Humps 2018, Jersey City Project No. 18-012 T (Project)** for the Department of Administration/Division of Engineering, Traffic and Transportation pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement, the City of Jersey City (City) received (4) **Bids** on August 28, 2018 and Resolution 18-852, approved on September 12, 2018, awarded the contract to the low bidder, Diamond Construction; and

WHEREAS, Diamond Construction refused to proceed with the contract because it alleged that the City had not provided certain information in the bid specifications pertaining to the Project; and

WHEREAS, the bid award period has not expired and the second lowest bidder, **Persistent Construction Inc., 58 Industrial Avenue, Fairview, New Jersey 07022**, agrees to perform the Project for its total bid amount of **One Million, One Hundred Sixty Three Thousand, Five Hundred (\$1,163,500.00) Dollars**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the total encumbrance amount of **One Million, One Hundred Sixty Three Thousand, Five Hundred (\$1,163,500.00) Dollars** is available in **Capital Acct #04-215-55-162-990**, and **#04-215-55-160-990**; and

Dept. of Administration/Division of Engineering, Traffic & Transportation

Acct. No.	P.O. #		Amount
04-215-55-162-990	132511	Capital Acct	\$1,000,000.00
04-215-55-160-990	132512	Capital Acct	\$163,500.00
		Total Contract	\$1,163,500.00
04-215-55-160-990	132513	Contingency	\$232,700.00
		Total Encumbrance	\$1,396,200.00

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the contract award to Diamond Construction for **The Citywide Speed Humps 2018, Jersey City Project No. 18-012 T (Project)** is rescinded; and be it further

RESOLVED, that the bid of **Persistent Construction Inc** is accepted and a contract is awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

City Clerk File No. Res. 19-152

Agenda No. 10.T

FEB 27 2019

TITLE: RESOLUTION RESCINDING A CONTRACT AWARD TO DIAMOND CONSTRUCTION AND AUTHORIZING THE AWARD OF A CONTRACT TO PERSISTENT CONSTRUCTION INC. FOR THE CITYWIDE SPEED HUMPS 2018, JERSEY CITY PROJECT NO. 18-012 T FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Division of Engineering, Traffic & Transportation

Acct. No.	P.O. #		Amount
04-215-55-162-990	132511	Capital Acct	\$1,000,000.00
04-215-55-160-990	132512	Capital Acct	\$163,500.00
		Total Contract	\$1,163,500.00
04-215-55-160-990	132513	Contingency	\$232,700.00
		Total Encumbrance	\$1,396,200.00

Approved by Peter Folgado, RPPS
Peter Folgado, Director of Purchasing, QPA

PF/RR/pc
2/7/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
2-11-19

APPROVED: [Signature]

Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PERSISTENT CONSTRUCTION, FOR THE CITYWIDE SPEED HUMPS 2018 PROJECT NO. 18-012 T FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Jose R. Cunha, PE, CME	Director, Engineering, Traffic & Transportation
Phone/email	201-547-6986	jcunha@cnj.org

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

Contract Purpose

To install speed humps citywide as a traffic calming measure.

Cost (Identify all sources and amounts)

04-215-55-162-990 Capital	\$1,000,000.00
04-215-55-160-990 Capital	\$ 163,500.00
04-215-55-160-990 Capital	\$ 232,700.00
TOTAL	\$1,396,200.00

Contract term (include all proposed renewals)

One year.

Type of award

Bid

If "Other Exception", enter type


Additional Information


Andrew Vischio, PE, Director, Traffic & Transp.

2 | 7 | 19
Date


Jose R. Cunha, PE, CME, City Engineer

2 | 7 | 19
Date


Signature of Department Director

2 | 7 | 19
Date

Speed Humps to Be Constructed

WARD	STREET	BETWEEN	
A	Armstrong Ave	Sterling Ave	West Side Ave
A	Cator Ave	Spring St	Fowler Ave
A	Custer Ave	Kennedy Blvd	Old Bergen Ave
A	Fulton Ave	Sterling Ave	West Side Ave
A	Linden Ave	Ocean Ave	Princeton Ave
A	McAdoo Ave	Fowler Ave	Sterling Ave
A	Neptune Ave	Garfield Ave	Princeton Ave
A	Pearsall Ave	Kennedy Blvd	Old Bergen Ave
A	Princeton Ave	Gates Ave	Linden Ave
A	Richard St		
A	Rose Ave	Warner Ave	Long St
A	Seaview Ave	Kennedy Blvd	Romar Ave
A	Stevens Ave	Fowler Ave	West Side Ave
A	Wade St	Kennedy Blvd	MLK Dr
B	Bentley Ave	Kennedy Blvd	West Side Ave
B	Boyd Ave	Mallory Ave	Bennett St
B	Clarke Ave	West Side Ave	Mallory Ave
B	Clinton Ave	Kennedy Blvd	Bergen Ave
B	Dales Ave	Broadway	Logan Ave
B	Dekalb Avenue	West Side Ave	Kennedy Blvd
B	Fisk St	West Side Ave	Mallory Ave
B	Glenwood Ave	Kennedy Blvd	West Side
B	Glenwood Ave	Bergen Ave	Kennedy
B	Grant Ave	JFK Blvd	Bergen Ave
B	Grant Ave	Kennedy Blvd	West Side
B	Highland Ave	West Side Ave	Kennedy Blvd
B	Highland Ave	Kennedy Blvd	Bergen Ave
B	Kensington Ave	West Side Ave	Kennedy Blvd
B	Lexington Ave	Mallory Ave	Marcy Ave
B	Oxford Ave	West Side Ave	Bergen Ave
C	Booraem Ave	Palisade Ave	Webster Ave
C	Carlton Ave	Montrose Ave	Summit Ave
C	Corbin Ave	Sip Ave	Stuyvesant Ave
C	Hopkins Ave	Summit Ave	Collard St
C	Magnolia Ave	Baldwin Ave	Chestnut Ave
C	Oakland Ave	Jefferson Ave	Laidlaw Ave
C	Pavonia Ave	Baldwin Ave	Chestnut Ave
C	Reservoir Ave	Webster Ave	Palisade Ave
C	Reservoir Ave	Central Ave	Webster Ave
C	Rock St	Summit Ave	Baldwin Ave
C	Romaine Ave	Sip Ave	Pavonia Ave
C	Tuers Ave	Mercer St	Vroom St
C	Van Reipen Ave	Kennedy Blvd	Summit Ave
C	Van Winkle Ave	Liberty Ave	Kennedy Blvd
D	Beach St	Kennedy Blvd	Summit Ave.

D	Bleecker St	Pierce St	Summit Ave.
D	Cambridge Ave	Franklin St	Hutton St
D	Charles St	Central Ave	Summit Ave.
D	Graham St	Summit Ave	Kennedy Blvd
D	Hutton St	Summit Ave	Sanford Pl
D	Leonard St	Central Ave	Summit Ave.
D	Liberty Ave	North St.	Bleecker St
D	Paterson St	Kennedy Blvd	Central Ave
D	Terrace Ave	North St.	Bleecker St
D	Western Ave	Zabriskie St	Lincoln St
D	Zabriskie St	Terrace Ave	Western Ave
E	10th St	Grove St .	Jersey Ave
E	Erie St	Third St	2nd St
E	Merseles St	4th	3rd
E	York St	Varick St.	Jersey Ave
F	Arlington Ave	Bramhall Ave	Union St
F	Arlington Ave	Myrtle Ave	Wilkinson Ave
F	Arlington Ave	Myrtle Ave	Claremont Ave
F	Bidwell Ave	MLK Blvd	Bergen Ave
F	Crescent Ave	Communipaw Ave	Clinton Ave
F	Fairmount Ave	Monticello Ave	Summit Ave
F	Gardner Ave	Summit Ave	Monticello Ave
F	Grant Ave	MLK Dr.	Ocean Ave.
F	Irene Carson Ct	Manning Ave.	Woodward St
F	Lafayette St	Manning Ave.	Van Horne St.
F	Manning Ave	Irene Carson Ct	Johnston Ave
F	Monitor St	Communipaw Ave	Johnston Ave
F	Myrtle Ave	Bergen Ave	MLK Dr
F	Oak St	MLK Dr.	Bergen Ave
F	Oak St	Ocean Ave	MLK Dr
F	Randolph Ave	Claremont Ave	Myrtle Ave
F	Rose Ave	Orient Ave	Kearny Ave
F	Stegman St	Bergen Ave	MLK Dr.
F	Van Horne St	Johnston Ave	Northern Terminus
F	Whiton St	Communipaw Ave	Bramhall Ave
F	Wilkinson Ave	Bergen Ave	Ocean Ave



CITY OF JERSEY CITY
 DEPARTMENT OF ADMINISTRATION
 DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
 Municipal Services Complex
 13-15 Linden Avenue East | Jersey City, NJ 07305
 Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



STEVEN M. FULOP
 MAYOR OF JERSEY CITY

BRIAN D. PLATT
 BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : February 7, 2019

TO : Brian D. Platt, Business Administrator

FROM : Jose R. Cunha, PE, CME, City Engineer

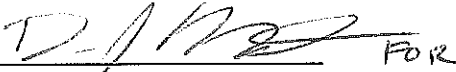
SUBJECT : **Recommendation Letter**
 CITYWIDE SPEED HUMPS 2018
 Jersey City Project No. 18-012 T

Please be advised, after Diamond Construction rescinding contract awarded on September 12, 2018, Resolution 18-852, for above mentioned project, it is recommended that the contract be awarded to second lowest bidder:

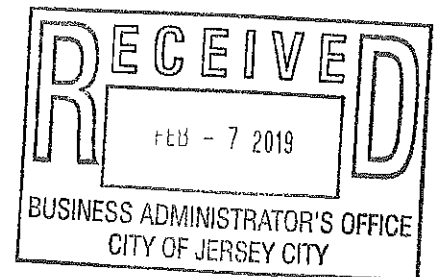
PERSISTENT CONSTRUCTION, INC.
58 INDUSTRIAN AVENUE
FAIRVIEW, NJ 07022

Total Contract Amount is **\$1,163,500.00** and requisitions to be used by the Purchasing Division were previously forwarded via email, copy attached. We are enclosing Fact Sheet to be included with new awarding resolution.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at x6986.


 JOSE R. CUNHA, PE, CME
 City Engineer

C: Dawn Odom, Supv Adm Analyst





STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470




BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : February 7, 2019

TO : Rolando Lavarro, Council President and Municipal Council

FROM : Jose R. Cunha, PE, CME, CPWM, CRP, Director of ET&T 

SUBJECT : **Recommendation to Award Contract**
CITYWIDE SPEED HUMPS 2018
Jersey City Project No. 18-012 T

Attached for your consideration is a Resolution authorizing award of a construction contract between City and Persistent Construction, Inc., from Fairview, NJ for the above mentioned project.

This project was advertised for public bid, and four (4) bids were received on August 28, 2018. The City proceeded to award a contract to Diamond Construction on September 12, 2018 via Resolution 18-852. Diamond Construction later on rescinded this contract.

Therefore, we are recommending the second lowest bidder, Persistent Construction Inc., be awarded a contract in the amount of \$1,163,500.00. This project is funded with City Capital.

sp

Attachments

C: Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst

RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0187405 & 0187407

PO # 132511 & 132512

DEPT/DIV: Admin/Engineering, Traffic & Transportation

SUBJ: Citywide Speed Humps 2018
Project No. 18-012-T

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/Determination of Value										

BIDS

	Good & Services	Construction	RFP'S	RFQ'S	Resolution	Open-End
Proposal Page/Amounts		X			X	
EEO/AA Compliance		X				
BRC/Validation		X				
Certification Regarding Suspension/Debarment		X				
Legislative Fact Sheet/Determination of Value		X				

Notes:



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
 280 GROVE ST | JERSEY CITY, NJ 07302
 P: 201 547 5146 | F: 201 547 4833



STEVEN M. FULOP
 MAYOR OF JERSEY CITY

BRIAN D. PLATT
 BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : February 5, 2019

TO : Peter Folgado, RPP0, QPA, Purchasing Agent

FROM : Brian D. Platt, Business Administrator

SUBJECT : **Award Recommendation Letter**
CITYWIDE SPEED HUMPS 2018
Jersey City Project No. 18-012 T

Please be advised, as per review of bids received by the Engineering, Traffic and Transportation office, for above mentioned project, I recommend award of contract to:

PERSISTENT CONSTRUCTION, INC.
58 INDUSTRIAL AVENUE
FAIRVIEW, NJ 07022

Your office may proceed and utilize the attached requisitions listed below. Also, enclosed is a fact sheet for use with the awarding resolution to be included on the upcoming Council Meeting.

REQ #	ACCOUNT NUMBER	AMOUNT
0187405	04-215-55-162-990 (BASE BID)	\$1,000,000.00
0187407	04-215-55-160-990 (BASE BID)	\$163,500.00
0187408	04-215-55-160-990 (CONTINGENCY)	\$232,700.00
	TOTAL ENCUMBERED	\$1,396,200.00

If you have any questions do not hesitate to call.

 Brian D. Platt, Business Administrator

Sp/
 Attachments

- c: Jose R. Cunha, PE, CME, CPWM, CRP, City Engineer
 Raquel Tosado, Contractor Manager
 Paola Campbell, Purchasing Division
 Dawn Odom, Supv. Adm. Analyst

09/08/04

Taxpayer Identification# 223-520-109/000

Dear Business Representative:

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

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

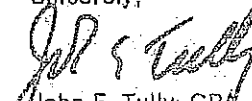
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

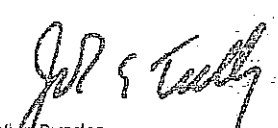
We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

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

I wish you continued success in your business endeavors.

Sincerely,


John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: PERSISTENT CONSTRUCTION, INC.	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER: 1084416	
ADDRESS: 58 INDUSTRIAL AVE FAIRVIEW NJ 07022	ISSUANCE DATE: 09/08/04	
EFFECTIVE DATE: 04/28/97	 Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1084416 FOR PERSISTENT CONSTRUCTION, INC. IS VALID.

VERIFIED
PC

SCHEDULE OF PRICES

ITEM NO. 1 TRAFFIC CONES
 100 Units @ \$ 18.00 per Unit \$ 1,800.00
Eighteen Dollars and Zero Cents
 (Write Unit Price)

ITEM NO. 2 INSTALL TRAFFIC STRIPES, LONG LIFE,
 THERMOPLASTIC
 4" WIDE
 26,000 L.F. @ \$ 6.00 per L.F. \$ 156,000.00
Six Dollars and Zero Cents
 (Write Unit Price)

ITEM NO. 3 HOT MIX ASPHALT 9.5M 64 SURFACE COURSE
 1,400 TON @ \$ 575.00 per TON
\$ 805,000.00
Five Hundred Seventy Five and Zero Cents
 (Write Unit Price)

ITEM NO. 4 INSTALLATION OF REGULATORY / WARNING SIGN
 WITH STEEL U-POST
 3,800 S.F. @ \$ 26.50 per S.F. \$ 100,700.00
Twenty Six Dollars and Fifty Cents
 (Write Unit Price)

ITEM NO. 5 TRAFFIC DIRECTOR, JERSEY CITY POLICE
Lump Sum @ \$ 100,000.00
One Hundred Thousand Dollars and No Cents
 (Write Unit Price)

SCHEDULE OF PRICES (Continued)

TOTAL BID PRICE

\$ 1,163,500.00
(In figures)

One Million, One Hundred Sixty Three Thousand, Five Hundred
Dollars and Zero Cents

(Price in Words - Dollars and Cents)

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print) Anthony Grano

Representative's Signature: 

Name of Company: Persistent Construction, Inc. Tel. No. 201-941-9888 Date: August 28, 2018

Persistent Construction, Inc.

STATE OF NEW JERSEY
 DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
 CONSTRUCTION WAGE COMPLIANCE MONITORING PROGRAM

Official Use Only

Assignment

Code

FORM AA-11
A-03-01/2011

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa2011ns.pdf

1. CONTRACTOR ID NUMBER	2. NAME AND ADDRESS OF PUBLIC AGENCY AWARING CONTRACT Name: City of Jersey City Address: 394 Central Avenue Jersey City, NJ 07307
3. NAME AND ADDRESS OF PRIME CONTRACTOR Persistent Construction, Inc. 58 Industrial Avenue Fairview, NJ 07022	CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD

4. IS THIS COMPANY MINORITY OWNED () OR WOMAN OWNED ()	5. NAME AND ADDRESS OF PROJECT Name: 2018 Citywide Address: Speed Humps 2018	7. PROJECT NUMBER 2018-012T
6. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT () YES () NO	COUNTY 2018	

TRADE OR CRAFT	PROCESSED BY MONTH				PROCESSED BY QUARTER				PROJECT START DATE	PROJECT COMPLETION DATE
	1	2	3	4	1	2	3	4		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true and correct. If any of the foregoing statements are false, I am subject to punishment.

Anthony Grano
President

201-941-9888 August 28, 2018

City of Jersey City

AA-11

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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title/Print: Anthony Grano/President
Representative's Signature: [Signature]
Name of Company: Persistent Construction, Inc
Tel. No.: 201-941-9888 Date: August 28, 2018

City of Jersey City

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 : Persistent Construction, Inc.

Address : 58 Industrial Avenue, Fairview, NJ 07022

Telephone No. : 201-941-9888

Contact Name: Anthony Grano/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.

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 : Persistent Construction, Inc.

Address : 58 Industrial Avenue, Fairview, NJ 07022

Telephone No. : 201-941-9888

Contact Name: Anthony Grano/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

AA-18

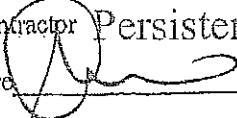
MWBE Page 3 Project Citywide Speed Humps 2018-012T

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Striping	Straight Edge	\$156,000.00			X
	223 East Main Street, Bound Brook, NJ 08805				

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?
Persistent Construction, Inc. entertains all responsible bids/pricing/quotes from all-reputable companies.

Name of Contractor Persistent Construction, Inc.

By: Signature  _____

Type or print name/title: Anthony Grano/President

Telephone No: 201-941-9888 Date August 28, 2018

.....
 For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

MWBE Page 3 Project Citywide Speed Humps 2018-012T

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Striping	Straight Edge	\$156,000.00			X
	223 East Main Street, Bound Brook, NJ 08805				

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Persistent Construction, Inc. entertains all responsible bids/pricing/quotes from all reputable companies!

Name of Contractor Persistent Construction, Inc.

By: Signature 

Type or print name/title: Anthony Grano/President

Telephone No: 201-941-9888 Date: August 28, 2018

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

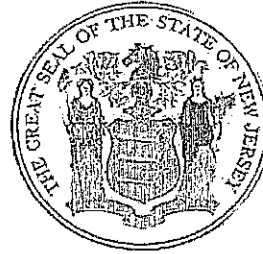
By _____ Date: _____

PURCHASING COPY

AA-22

Certificate Number
607567

Registration Date: 06/18/2018
Expiration Date: 06/17/2020



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:

Persistent Construction, Inc.
2018

Responsible Representative(s):

Anthony Grano, President

Responsible Representative(s):

Frank Ralph Grano, Vice-President

Robert Asaro-Angelo, 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.

Certification 29544

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-2018** to **15-APR-2025**

PERSISTENT CONSTRUCTION, INC.
58 INDUSTRIAL AVE.
FAIRVIEW NJ 07022



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
Acting State Treasurer

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

City Clerk File No. Res. 19-153

Agenda No. 10.U

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC FOR MEDIA ADVERTISING SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Health and Human Services requires the services of media advertising to promote and announce important programs to all Jersey City residents; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") informally solicited one quote, from Comcast Cable Communications Management LLC, One Comcast Center, 32nd Floor, Philadelphia, Pennsylvania 19103 in the total amount of eighteen thousand dollars (\$18,000.00); and

WHEREAS, the Purchasing Agent certifies that it was impracticable to solicit any other quotes as Comcast Cable Communications Management LLC offers major coverage of cable television to Jersey City residents; and

WHEREAS, the Purchasing Director believes the proposal of Contractor attached hereto, to be most advantageous, price and other factors considered; and

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

WHEREAS, the Director of the Department of Health and Human Services determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

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

Account	PO #	Total Contract	Encumbrance
01-201-27-330-314	132520	\$18,000.00	\$500.00

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

1. A contract award to Comcast Cable Communications Management LLC in the amount of \$18,000.00 for media advertising services is authorized.
2. The term of the contract will be for a term of one year commencing January 1, 2019 through December 31, 2019.

(Continue on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC FOR MEDIA ADVERTISING SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

- 3. Upon certification by an official or employee of the City authorized to administer the contract, the services have been performed and that the requirements of the contract met, then payment to the Contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 4. The Mayor or Business Administrator is authorized to execute a contract on behalf of the City of Jersey City.
- 5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.
- 6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	PO #	Total Contract	Encumbrance
01-201-27-330-314	132520	\$18,000.00	\$500.00

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

February 11, 2019
Date

PF/pv
2/11/19
JMK
2/13/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC FOR MEDIA ADVERTISING SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Initiator

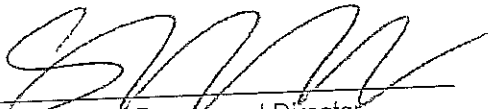
Department/Division	HEALTH & HUMAN SERVICES	
Name/Title	STACEY FLANAGAN	DIRECTOR
Phone/email	201-547-3069	SFlanagan@jcnj.org

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

Resolution Purpose

The Department of Health and Human Services requires the services of media advertising to promote and announce important programs to all of Jersey City residents.

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/11/19
Date


Peter Folgado, Director of Purchasing
RPPG, QPA

2/11/19
Date

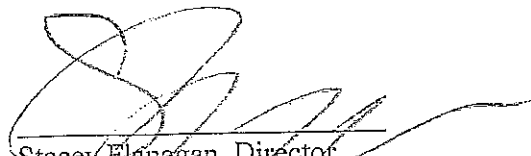
DETERMINATION OF VALUE CERTIFICATION

I, Stacey Flanagan, of full age, hereby certify the following:

1. I am the Director of Health and Human Services.
2. The City requires commercials to announce and promote H&HS programs to Jersey City residents.
3. The City informally solicited quotations for media services.
4. The administration's recommendation is to award a contract to Comcast Cable Communications.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

2/11/19


Stacey Flanagan, Director
Health and Human Services

06/19/856

2019 Comcast Media Plan


Client: JERSEY CITY DEPT OF HEALTH &
HUMAN SERVICES
Agency: <none>
Flight Dates: 01/14/2019 - 12/29/2019

Bill to:
1 JACKSON SQ
JERSEY CITY, NJ 07305

Zones: 8568
Total # of Active Wks: 50
Unit Length: 30

AE: Johnson, Sullivan
Phone #: +1 (973) 337-8043
Cell #: 862-223-4286
E-mail: Sullivan_Johnson@cable.comcast.com

Zone(s): New York Interactive

Network	Network Icon	Start Date	End Date	Daypart	Program Name	Units/Wk	Total Units	Rate	Extended Cost
PDV		01/14/19	12/29/19	M-Su 5a-12m	50,000 Pre-Roll Commercials Jersey City	0	12	\$1,500.00	\$18,000.00
Totals							12		\$18,000.00

Order Summary:

Zone Description: 8568 New York Interactive
Total Gross\$: \$18,000.00
Total Net\$: \$18,000.00
Total Units: 12
Average Investment per Active Week: \$360.00

Broadcast Month Totals:

	Jan19	Feb19	Mar19	Apr19	May19	Jun19	Jul19	Aug19	Sep19	Oct19	Nov19	Dec19	Total
Total Gross \$	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00
Total Net \$	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$18,000.00
Total Units	1	1	1	1	1	1	1	1	1	1	1	1	12

Total By Zone:

	8568
Gross \$	\$18,000.00
Net \$	\$18,000.00
Units	12

Disclaimer:

By signing below the undersigned represents that it is authorized to execute insertion orders or place advertising schedules on behalf of the above-named advertiser. The signatory also acknowledges the receipt of Comcast Spotlight Advertising Terms and Conditions and that all insertion orders or schedules placed by or on behalf of Advertiser are subject to such Advertising Terms and Conditions located at:

<http://www.comcastspotlight.com/legal/terms-conditions>

TIM#: 2572074

Accepted and Agreed

Advertiser: _____

Name: _____

Title: _____

Authorized Acceptance: _____

Date: _____

TIM#: 2572074



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1581873 FOR COMCAST CABLE COMMUNICATIONS
MANAGEMENT LLC IS VALID.

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

R E C E I V E
 JAN 16 2019
 BY: J.C. PURCHASING

Part I - Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

Part 3 - Signature and Attestation:

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

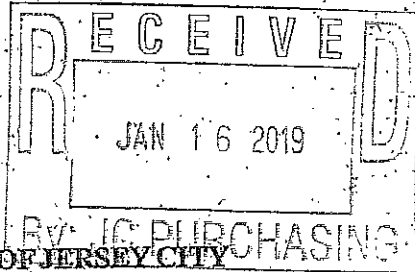
Name of Business Entity: Comcast Spotlight, LP
 Signature of Affiant: Alexander Arcavale Title: Business mgr.
 Printed Name of Affiant: Alexander Arcavale Date: 1/14/19

Subscribed and sworn before me this 14 day of Jan, 2019.

My Commission expires: 12/1/20

Jaime Mollineaux-Licht
 (Witnessed or attested by)
Jaime Mollineaux-Licht
 (Seal)

JAIME L. MOLLINEAUX-LIGHT
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 ID # 2402640
 MY COMMISSION EXPIRES DEC. 1, 2020



**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 Comcast Spotlight, LP (name of business entity) has not made any reportable contributions in the **one-year period preceding 1/14/19 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Comcast Spotlight, LP (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: Comcast Spotlight, LP

Signed Alexander Arcevalo Title: Business Mgr.

Print Name: Alexander Arcevalo Date: 1/14/19

Subscribed and sworn before me
this 14 day of Jan, 2019.
My Commission expires:

Jaime Mollineux-Licht
(Affiant)
Jaime Mollineux-Licht CA07
(Print name & title of affiant) (Corporate Seal)
JAIME L. MOLLINEUX-LIGHT
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2402640
MY COMMISSION EXPIRES DEC. 1, 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.

Certification 38330

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

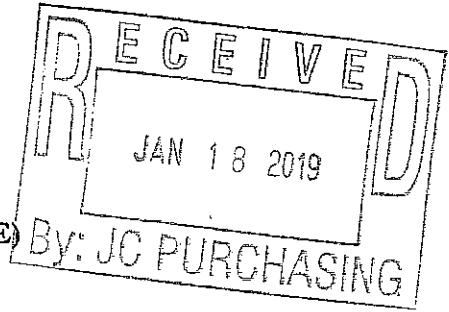
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2018** to **15-AUG-2021**



COMCAST CABLE COMMUNICATIONS MGMT. LLC
650 CENTERON ROAD
MOORESTOWN NJ 08057

Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

RECEIVED
JAN 18 2019
By: JC PURCHASER



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 : COMCAST SATELLITE
Address : 400 BROADWAY DR STE 2
Telephone No. : 973-337-8043
Contact Name : SULLIVAN JOHNSON

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

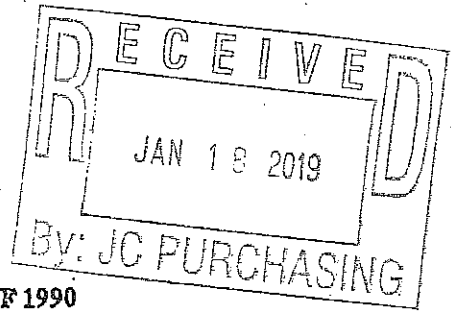
Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

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: Sullivan Johnson Account Exec
Representative's Signature: [Signature]
Name of Company: COMSAT
Tel. No.: 973-339-8643 Date: 1/16/19

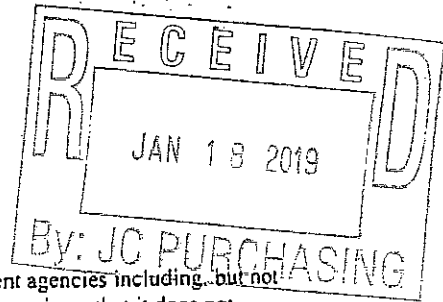


EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): SALVATORE J. JORDAN / ACCOUNT EXECUTIVE

Representative's Signature: [Signature]

Name of Company: COMCAST SPORTSNET

Tel. No.: 973-337-8043 Date: 1/16/19

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

City Clerk File No. Res. 19-154

Agenda No. 10-V

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALL TRAFFIC SOLUTIONS A DIVISION OF INTUITIVE CONTROL SYSTEMS FOR THE PURCHASE AND DELIVERY OF A SPEED ALERT RADAR MESSAGE SIGNS UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-16 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the speed alert message signs purpose is to slow cars down by making drivers aware when they are driving at speeds above the posted limits; 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, All Traffic Solutions, a Division of Intuitive Control Systems, 204 East Calder Way, Suite 200, State College, Pennsylvania 16801 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration contract GS-07F-6092R; and

WHEREAS, All Traffic Solutions, a Division of Intuitive Control Systems, submitted a quote in the total amount of sixty four thousand, fifty one and seventy nine cents (\$64,051.79) for the purchase and delivery of speed alert radar message signs for the Office of Emergency Management; and

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 \$64,051.79 is awarded to All Traffic Solutions a Division of Intuitive Control Systems the holder of GSA contract GS-07F-6092R.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

City Clerk File No. Res. 19-154

Agenda No. 10.V **FEB 27 2019**

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALL TRAFFIC SOLUTIONS A DIVISION OF INTUITIVE CONTROL SYSTEMS FOR THE PURCHASE AND DELIVERY OF A SPEED ALERT RADAR MESSAGE SIGNS UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-16 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

I, Elizabeth Castillo, Elizabeth Castillo, Acting 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.

Grant Account	P.O.#	Total Contract
02-213-40-672-314	132522	\$64,051.79

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

February 11, 2019
Date

PF/pv
2/11/19
JMK
2/13/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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 ALL TRAFFIC SOLUTIONS A DIVISION OF INTUITIVE CONTROL SYSTEMS FOR THE PURCHASE AND DELIVERY OF A SPEED ALERT RADAR MESSAGE SIGN UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-16 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

Initiator

Department/Division	Public Safety	OEM/Homeland Security
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njcps.org

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

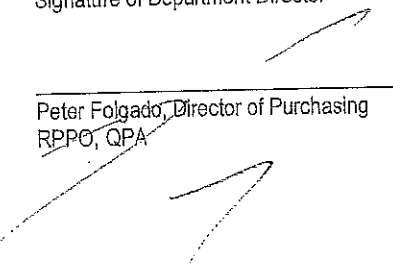
Resolution Purpose

This resolution will authorize the award of a contract to ALL Traffic Solutions, a division of Intuitive Control systems to provide (4) Automated License Plate Reader Radar (ALPR) Message board trailers for the Jersey City Police Department Traffic Unit.. This project is funded through the 2016 Urban Area Security Initiative

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/8/19
Date


Peter Folgado, Director of Purchasing
RPPO, QPA

2/11/19
Date



A sign of the future.

All Traffic Solutions Inc.
 12950 Worldgate Dr.,
 Ste 310
 Herndon, VA 20170
 Phone: 814-237-9005
 Fax: 814-237-9006

Tax ID: 25-1887906

QUOTE Q-40765

DATE/TIME: 2/4/2019
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PAGE
 NO:
 1

Questions contact:
MANUFACTURER:
 All Traffic Solutions
 Julie Styskin
 (866) 366-6602
 x 250
 jstyskin@alltrafficsolutions.com

Independent Sales Rep:

Mail Purchase
 Orders to:
 3100 Research Dr.
 State College, PA
 16801

BILL TO:
 Jersey City Office of Emergency Management
 715 Summit Ave
 Jersey City, NJ 07306

SHIP TO:
 Jersey City Office of Emergency Management
 715 Summit Ave
 Jersey City, NJ 07306

Attn: Greg Kierce

PAYMENT TERMS: Net 30 **CUSTOMER:** 210817 **CONTACT:**

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	4.00	\$7,500.00	\$30,000.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	4.00	\$1,500.00	\$6,000.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	4.00	\$0.00	\$0.00
4000173	Trailer, ATS-5 (select power separately)	4.00	\$2,800.00	\$11,200.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1.00	\$0.00	\$0.00
4000636	Trailer Battery kit for ATS-5, 470Ah deep cycle batteries w/cover, hold down, cables& hdwr	4.00	\$990.00	\$3,960.00
4000740	Trailer Certificate of Origin	4.00	\$0.00	\$0.00
4000754	USB cable, 16ft, extra long for trailer or pole	4.00	\$0.00	\$0.00
4000641	Shipping Common Carrier	4.00	\$450.00	\$1,800.00

4000781	ALPR Camera and Battery Enclosure for ATS-5, incl 470Ah Batteries, (requires 40A charger, not incl.)	4.00	\$2,350.00	\$9,400.00
4000836	ALPR Trailer Charger, 40A; for 940Ah battery capacity	4.00	\$600.00	\$2,400.00
4000977	Solar panel, 100W: includes bracket for ATS-5 trailer and harness	4.00	\$900.00	\$3,600.00
4000859	Trade-in CREDIT: ATS Unit, RMS purchase, requires one year TrafficCloud service	4.00	(\$1,000.00)	(\$4,000.00)
4001190	Discount - New Purchase	1.00	(\$308.21)	(\$308.21)

Special Notes:	SALES AMOUNT:	\$64,051.79
SA24 ALPR Ready Trailer- Combined Radar and message sign - trailer mounted with 100 watt solar panel and 8 batteries - all features activated perpetually (Bluetooth - Data and imaging) 1 year of web services (TrafficCloud) to all 6 Apps (Remote Management - Imaging - Data - Alerts, Mapping and Premier Care warranty) - shipping and training.	SHIPPING:	
	TOTAL:	\$64,051.79

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: Unless shipping charges are specifically indicated, prices are FOB Destination. Shipping charges may apply
 Taxes: Taxes are not included in quote. Please provide a tax exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below I indicate that I am authorized to commit my organization to the above.

W KIERCE, DIRECTOR
 Print Name, Title

[Signature] 2/5/19
 Signature Date

APPROVED
 FY-16
[Signature]



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: INTUITIVE CONTROL SYSTEMS LLC
Trade Name: ALL TRAFFIC SOLUTIONS
Address: 3100 RESEARCH DR
STATE COLLEGE, PA 16801-2751
Certificate Number: 1436943
Effective Date: September 15, 2008
Date of Issuance: February 08, 2019

For Office Use Only:

20190208144740975



Contract Holder

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA-Advantage!™, a menu-driven database system. The Internet address for GSA-Advantage! is: <http://www.gsaadvantage.gov>

078 – Sports, Promotional, Outdoor, Recreation, Trophies and Signs

Solicitation Number: 3FNG-MG-060002-B

Special Item Number: 366 11 Signs

FSC CLASS 9905

FSC CLASS 4240

**ALL TRAFFIC
SOLUTIONS**



A sign of the future.™

Contract No: GS-07F-6092R

Contract Period: 9/15/10 – 9/14/2020

CONTRACTOR SALES SOURCE:

Intuitive Control Systems, LLC DBA: All Traffic Solutions

Jodi Rowe

3100 Research Drive

State College, PA 16801

Tel: (866) 366-6602

Fax : (814) 237-9006

Email: jrowe@alltrafficsolutions.com

Website: <http://alltrafficsolutions.com>

CONTRACTOR'S ADMINISTRATION SOURCE:

Justin Swedlow, Tel: (949) 500-0463, Fax: (866) 807-0734, Email: jswedlow@digitaldcc.net

BUSINESS SIZE: Small Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<u>SIN</u>	<u>DESCRIPTION</u>
------------	--------------------

366 11	Signs
--------	-------

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

<u>SIN</u>	<u>MODEL</u>	<u>PRICE</u>
------------	--------------	--------------

366 11	4450171	\$20.00
--------	---------	---------

1c. Hourly rates: NA

2. MAXIMUM ORDER*: \$100,000 SIN 366 11

3. MINIMUM ORDER: \$100 unless the contractor agrees to accept a smaller order amount.

4. GEOGRAPHIC COVERAGE: Domestic within the U.S.

5. POINT(S) OF PRODUCTION: USA

6. DISCOUNT FROM LIST PRICES: All prices are net discounts.

7. QUANTITY DISCOUNT(S): 5-9 units = 5%; 10-19 units = 8%; 20+ units = 10%

8. PROMPT PAYMENT TERMS: 2% 20 Days, Net 30 Days

9.a Government Purchase Cards are accepted at or below the micro-purchase threshold. Yes

9.b Government Purchase Cards may be accepted above the micro-purchase threshold. Contact contract holder for approval. Yes

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: 30 Days ARO

11b. EXPEDITED DELIVERY: Call for Quote

11c. OVERNIGHT AND 2-DAY DELIVERY: Call for quote.

11d. URGENT REQUIREMENTS: Agencies can contact the Contractor's representative to effect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Origin (State College, PA)

13a. ORDERING ADDRESS: Same as contractor

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard 1 Year Manufacturer Warranty

16. EXPORT PACKING CHARGES: Not applicable

Intuitive Control Systems GSA Price List June 2016

CONTNUM	MFGPART	MFGNAME	PRODNAME	PRODESC	SIN	PPOINT	GSAPRICE
GS-07F-6092R	4000098	ALL TRAFFIC SOLUTIONS	SLA BATTERY & CHARGER KIT	SLA Battery kit, (2) 26Ah batteries, charger, battery strap & (2) cables. Compatibility: IS: 366 11	US		\$278.34
GS-07F-6092R	4000099	ALL TRAFFIC SOLUTIONS	SLA BATTERY & CHARGER KIT	SLA Battery kit, (2) 50Ah batteries, charger, battery strap & (2) cables. Compatibility: IS: 366 11	US		\$423.93
GS-07F-6092R	4000120	ALL TRAFFIC SOLUTIONS	RADAR SPEED & VARIABLE MESSAGE BOARD	Trailer wheel lock bar, for ATS-5 Radar Speed and Variable Message Board Trailer. Com 366 11	US		\$107.05
GS-07F-6092R	4000122	ALL TRAFFIC SOLUTIONS	RADAR SPEED & VARIABLE MESSAGE BOARD	Trailer tamper alarm, ATS-5 Radar Speed and Variable Message Board Trailer. Compati 366 11	US		\$214.11
GS-07F-6092R	4000173	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED MONITORING & P	Speed Trailer, ATS5 (select power separately): Compatible, interchangeably, with the fr 366 11	US		\$2,901.76
GS-07F-6092R	4000181	ALL TRAFFIC SOLUTIONS	INSTALERT VARIABLE MESSAGE BOARD MO	Mount Kit for instalert 24 variable message sign. Kit includes mounting bracket & hard 366 11	US		\$252.64
GS-07F-6092R	4000247	ALL TRAFFIC SOLUTIONS	RADAR SPEED SIGN & VARIABLE MESSAGE	E Hitch mount for radar speed display and variable message signs. Includes Trailer conne 366 11	US		\$299.75
GS-07F-6092R	4000250	ALL TRAFFIC SOLUTIONS	WIRELESS HANDHELD PDA	PDA, with ATS software suite and bluetooth capability for hand-held communication w 366 11	US		\$363.98
GS-07F-6092R	4000256	ALL TRAFFIC SOLUTIONS	POWERCASE - 12VDC POWER SUPPLY	PowerCase PC36, 36Ah power supply, 12VDC output, 120VAC input. Compatibility: ISA: 366 11	US		\$509.57
GS-07F-6092R	4000263	ALL TRAFFIC SOLUTIONS	RADAR SPEED SIGN & VARIABLE MESSAGE	E Portable post for easy mounting of radar speed display and variable message signs. Fol 366 11	US		\$299.75
GS-07F-6092R	4000277	ALL TRAFFIC SOLUTIONS	POWER PLUG CONVERTER - SERIAL TO USB	Converter Serial to USB, for traffic safety equipment. 366 11	US		\$47.10
GS-07F-6092R	4000307	ALL TRAFFIC SOLUTIONS	AC POWER SUPPLY	AC supply, 10A, 12VDC out, 120VAC 50/60 Hz in, NEMA 4. Compatibility: IIA24I; ISA24I 366 11	US		\$813.60
GS-07F-6092R	4000364	ALL TRAFFIC SOLUTIONS	POWERCASE - 12VDC POWER SUPPLY	PowerCase PC26, 26Ah power supply, 12VDC output, 120VAC input. Compatibility: ISA: 366 11	US		\$385.39
GS-07F-6092R	4000438	ALL TRAFFIC SOLUTIONS	POWERCASE - 12VDC POWER SUPPLY	PowerCase PC36, 36Ah power supply, 12VDC output, 120VAC input. Compatibility: ISA18I; IIA2 366 11	US		\$595.21
GS-07F-6092R	4000468	ALL TRAFFIC SOLUTIONS	PORTABLE VARIABLE MESSAGE SIGN	instALERT 24 message display (select mount & Bluetooth separately). The fastest, easie 366 11	US		\$5,994.96
GS-07F-6092R	4000745	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED AND MESSAGE DI	SpeedAlert 24 Radar Message Sign (bracket sold separately). Internal radar combines s 366 11	US		\$7,707.81
GS-07F-6092R	4000496	ALL TRAFFIC SOLUTIONS	RADAR SPEED TRAILER SPEED LIMIT SIGN	AC Trailer Speed Limit Sign Kit, 30" x 36" MUTCD sign, digits, hardware. Compatibility: ISH1 366 11	US		\$167.00
GS-07F-6092R	4000511	ALL TRAFFIC SOLUTIONS	METRIC OPTION FOR RADAR SPEED SIGN DI	Metric for SPEEDsentry 12 and Shield 12 (or any sign without hundred's digit). Compati 366 11	US		\$0.01
GS-07F-6092R	4000515	ALL TRAFFIC SOLUTIONS	60W SOLAR BATTERY KIT	Solar Battery conversion for SS12 radar speed sign; incl solar controller for 60W, wiring 366 11	US		\$107.05
GS-07F-6092R	4000519	ALL TRAFFIC SOLUTIONS	TRAFFIC DATA COLLECTION OPTION FOR RA	Traffic Data Collection: Collect volume and speed data for all traffic passing the sign. U: 366 11	US		\$428.21
GS-07F-6092R	4000520	ALL TRAFFIC SOLUTIONS	VIOLATOR STROBE OPTION FOR RADAR SPE	Violator Strobe catches the attention of violators with the bright, flashing strobe light t 366 11	US		\$299.75
GS-07F-6092R	4000521	ALL TRAFFIC SOLUTIONS	MOUNTING KIT FOR PORTABLE RADAR SPE	Pole Mount Kit for portable Shield 12, Shield 18, SpeedAlert 18 and instalert 18 radar s 366 11	US		\$81.36
GS-07F-6092R	4000530	ALL TRAFFIC SOLUTIONS	BULLET RESISTANT LEXAN FOR RADAR SPEE	Bullet Resistant Lexan Face for Shield 12 radar speed sign. Level A ballistics (38spd). Co 366 11	US		\$338.29
GS-07F-6092R	4000534	ALL TRAFFIC SOLUTIONS	METRIC OPTION FOR RADAR SPEED DISPLAY	Metric for Shield 15 radar speed sign; includes hundred's digit. Compatibility: ISH15I 366 11	US		\$342.57
GS-07F-6092R	4000536	ALL TRAFFIC SOLUTIONS	RELAY CONTACT OPTION FOR TRAFFIC SAFE	Relay Contact; provides closure for external device triggered by vehicle speeds. Compa 366 11	US		\$299.75
GS-07F-6092R	4000548	ALL TRAFFIC SOLUTIONS	YOUR SPEED WRAP FOR SHIELD RADAR SPE	YOUR SPEED wrap, 24" x 30" full size sign MUTCD, for Shield 12 Radar Speed Sign. Com 366 11	US		\$81.36
GS-07F-6092R	4000549	ALL TRAFFIC SOLUTIONS	YOUR SPEED WRAP FOR SHIELD RADAR SPE	YOUR SPEED wrap, 30" x 36" full size sign MUTCD, for SA18 Radar Speed Sign. Com 366 11	US		\$124.18
GS-07F-6092R	4000550	ALL TRAFFIC SOLUTIONS	YELLOW YOUR SPEED WRAP FOR RADAR SP	YOUR SPEED wrap, 48" x 60" full size sign MUTCD, for SA18 Radar Message Sign, YELLO 366 11	US		\$209.82
GS-07F-6092R	4000561	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED DISPLAY SIGN	Shield 12 radar speed display sign with mounting bracket. Compact & lightweight sign i 366 11	US		\$2,697.73
GS-07F-6092R	4000566	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED DISPLAY SIGN	Shield 15 radar speed display sign with mounting bracket. Compact & lightweight sign i 366 11	US		\$2,783.38
GS-07F-6092R	4000567	ALL TRAFFIC SOLUTIONS	POWER PLUG ADAPTER FOR VARIABLE MES	instalert variable message sign plug adapter new-to-old, 3-prong receptacle to cigarett 366 11	US		\$81.36
GS-07F-6092R	4000568	ALL TRAFFIC SOLUTIONS	POWER PLUG ADAPTER FOR VARIABLE MES	instalert variable message sign plug adapter old-to-new, cigarette-lighter receptacle to 366 11	US		\$81.36
GS-07F-6092R	4000583	ALL TRAFFIC SOLUTIONS	BULLET RESISTANT LEXAN FOR RADAR SPEE	Bullet Resistant Lexan Face, for Shield 15 radar speed sign. Level A ballistics (38spd). Cc 366 11	US		\$385.39
GS-07F-6092R	4000603	ALL TRAFFIC SOLUTIONS	AC POWER SUPPLY	AC supply, 6A, 12VDC out, 120VAC 50/60 Hz in, NEMA 4. Compatibility: ISH12I; ISH15I; 366 11	US		\$423.93
GS-07F-6092R	4000613	ALL TRAFFIC SOLUTIONS	LFP BATTERY & CHARGER KIT	LFP Power kit, 10Ah battery, internal power controller, charger with connector. Compa 366 11	US		\$642.32
GS-07F-6092R	4000631	ALL TRAFFIC SOLUTIONS	WIRELESS BLUETOOTH MANAGEMENT OPT	Bluetooth Management allows wireless connectivity to the ATS Mobile Android App ar 366 11	US		\$342.57
GS-07F-6092R	4000635	ALL TRAFFIC SOLUTIONS	RADAR SPEED TRAILER BATTERY KIT - 235A	h Radar Speed & Variable Message Sign Trailer Battery kit, 235Ah deep cycle batteries wi 366 11	US		\$423.93
GS-07F-6092R	4000636	ALL TRAFFIC SOLUTIONS	RADAR SPEED TRAILER BATTERY KIT - 470A	h Radar Speed & Variable Message Sign Trailer Battery kit, 470Ah deep cycle batteries wi 366 11	US		\$847.86
GS-07F-6092R	4000637	ALL TRAFFIC SOLUTIONS	RADAR SPEED TRAILER BATTERY KIT - 100A	h Radar Speed & Variable Message Sign Trailer Battery kit, 100Ah SLA batteries with cove 366 11	US		\$338.29
GS-07F-6092R	4000639	ALL TRAFFIC SOLUTIONS	LFP BATTERY - 10AH	LFP Battery, 10Ah LFP 12.8VDC (requires LFP Power Kit 4000613). Compatibility: ISH12I 366 11	US		\$235.52
GS-07F-6092R	4000647	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: SMARTAPPS TR	Application: SmartApps Traffic Suite (12 month subscription); Equipment Management 366 11	US		\$1,284.63
GS-07F-6092R	4000648	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: REMOTE TRAFFI	Traffic Equipment Management Application: Cloud-based radar speed and variable me 366 11	US		\$428.21
GS-07F-6092R	4000649	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: AUTOMATED TR	Traffic Reporting Application: Generate reports from traffic data to communicate with 366 11	US		\$428.21
GS-07F-6092R	4000650	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: TRAFFIC SAFETY	App - Alerts, Notifications for battery levels, tampering, high/low speeds and others. Fc 366 11	US		\$428.21
GS-07F-6092R	4000651	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: TRAFFIC SAFETY	Traffic Equipment Image Notification Application: View awareness images related to al 366 11	US		\$428.21
GS-07F-6092R	4000652	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: TRAFFIC SAFETY	Traffic Equipment Alert Notification Application: Set thresholds to have high speed, cor 366 11	US		\$428.21
GS-07F-6092R	4000662	ALL TRAFFIC SOLUTIONS	PORTABLE VARIABLE MESSAGE SIGN	instALERT 18 message display (select mount & Bluetooth separately). The fastest, easie 366 11	US		\$2,997.48
GS-07F-6092R	4000664	ALL TRAFFIC SOLUTIONS	AWARENESS IMAGE OPTION FOR TRAFFIC S	An unobtrusive, internal radar speed display camera allows awareness images to be ca 366 11	US		\$856.42

Intuitive Control Systems GSA Price List June 2016

GS-07F-6092R	4000667	ALL TRAFFIC SOLUTIONS	DISPLAY OPTION FOR VARIABLE MESSAGE S High Density display for instALERT 24 (not compatible with Pictures option). Compatibi	366 11	US	\$2,569.27
GS-07F-6092R	4000668	ALL TRAFFIC SOLUTIONS	DISPLAY OPTION FOR VARIABLE MESSAGE S High Density display for instALERT 18 (not compatible w/ Pictures option). Compatibilit	366 11	US	\$856.42
GS-07F-6092R	4000668	ALL TRAFFIC SOLUTIONS	60W SOLAR BATTERY KIT	Solar battery kit: 26Ah internal battery, w/solar controller (60W max). Compatibility: ISS 366 11	US	\$192.70
GS-07F-6092R	4000674	ALL TRAFFIC SOLUTIONS	60W SOLAR BATTERY KIT	Solar battery kit: 150Ah batt & encl w/solar controller (120Wmax). Compatibility: IIA24 366 11	US	\$813.60
GS-07F-6092R	4000675	ALL TRAFFIC SOLUTIONS	60W SOLAR BATTERY KIT	Solar battery kit: 18Ah batt & enclosure, w/solar control (60Wmax). Compatibility: ISH: 366 11	US	\$192.70
GS-07F-6092R	4000676	ALL TRAFFIC SOLUTIONS	60W SOLAR BATTERY KIT	Solar battery kit: 18Ah batt & enclosure, w/solar control (60Wmax). Compatibility: ISS12 366 11	US	\$235.52
GS-07F-6092R	4000678	ALL TRAFFIC SOLUTIONS	SLA BATTERY & CHARGER KIT	SLA Battery kit, (2) 18Ah batteries, charger, battery strap & (2) cables. ISS12 366 11	US	\$745.09
GS-07F-6092R	4000684	ALL TRAFFIC SOLUTIONS	LFP BATTERY & CHARGER KIT	LFP Power kit, 16Ah battery, internal power controller, charger with connector. Compa 366 11	US	\$338.29
GS-07F-6092R	4000685	ALL TRAFFIC SOLUTIONS	LFP BATTERY - 16AH	LFP Battery, 16Ah LFP 12.8VDC (requires LFP Power Kit 4000613 or 4000684). Compatib 366 11	US	\$642.32
GS-07F-6092R	4000689	ALL TRAFFIC SOLUTIONS	LINKING OPTION FOR TRAFFIC SAFETY DEVI	Linking: send information via wireless bluetooth to another nearby device. !Sh12 ; !Sh1 366 11	US	\$235.52
GS-07F-6092R	4000716	ALL TRAFFIC SOLUTIONS	60W SOLAR BATTERY KIT	Solar battery kit, (Sh12,Sh15,SA18,IA18): 26Ah batt & enclosure, w/solar control (60Wn 366 11	US	\$428.21
GS-07F-6092R	4000718	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: TRAFFIC SAFETY	Traffic Mapping Application: Visualize equipment and data on an interactive map of th 366 11	US	\$3,083.12
GS-07F-6092R	4000741	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR MESSAGE SIGN	SpeedAlert 18 Radar Message Sign with mounting bracket. Internal radar combines spe 366 11	US	\$642.32
GS-07F-6092R	4000743	ALL TRAFFIC SOLUTIONS	LFP BATTERY & CHARGER KIT	LFP Power kit, 10Ah battery (2), internal power controller, charger with connector. Con 366 11	US	\$770.78
GS-07F-6092R	4000744	ALL TRAFFIC SOLUTIONS	LFP BATTERY & CHARGER KIT	LFP Power kit, 16Ah battery (2), internal power controller, charger with connector. Con 366 11	US	\$42.82
GS-07F-6092R	4000747	ALL TRAFFIC SOLUTIONS	BLUETOOTH USB PC ADAPTER	Bluetooth USB PC adapter, Class 1 (330ft), use with App suite. Compatibility: !'Sh12 ; !S 366 11	US	\$85.64
GS-07F-6092R	4000750	ALL TRAFFIC SOLUTIONS	ATS MOBILE APPLICATION	Mobile User Interface perpetual license (only 1 req'd per account). Compatibility: 366 11	US	\$363.98
GS-07F-6092R	4000751	ALL TRAFFIC SOLUTIONS	HANDHELD MOBILE ANDROID DEVICE	Mobile Handheld Device, w/ Bluetooth. Includes ATS Mobile UI license. Compatibility: 366 11	US	\$2,569.27
GS-07F-6092R	4000760	ALL TRAFFIC SOLUTIONS	RADAR SIGN & VARIABLE MESSAGE HARDW	Activation of all radar speed and variable message sign hardware options: Bluetooth, T 366 11	US	\$1,284.63
GS-07F-6092R	4000764	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: SMARTAPPS TR/	Application Renewal: SmartApps Traffic Suite (12 month subscription); Equipment Mar 366 11	US	\$1,498.74
GS-07F-6092R	4000766	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED DISPLAY SIGN	Factory Re-certified SPEEDSentry 12 Radar Speed Display Sign with mounting bracket. 366 11	US	\$1,070.53
GS-07F-6092R	4000771	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: TRAFFIC MESSA	Application SmartApps Messaging Suite (12 month subscription); Equipment Managem 366 11	US	\$2,569.27
GS-07F-6092R	4000772	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: SMARTAPPS TR/	Application SmartApps Traffic Suite (24 month subscription); Equipment Management 366 11	US	\$3,853.90
GS-07F-6092R	4000773	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: SMARTAPPS TR/	Application SmartApps Traffic Suite (36 month subscription); Equipment Management 366 11	US	\$2,141.06
GS-07F-6092R	4000774	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: TRAFFIC MESSA	Application SmartApps Messaging Suite (24 month subscription); Equipment Managem 366 11	US	\$3,211.59
GS-07F-6092R	4000775	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: TRAFFIC MESSA	Application SmartApps Messaging Suite (36 month subscription); Equipment Managem 366 11	US	\$192.70
GS-07F-6092R	4100077	ALL TRAFFIC SOLUTIONS	SLA BATTERY CHARGER	SLA Battery Charger, 12VDC SLA 6A. Compatibility: ISS12 366 11	US	\$17.13
GS-07F-6092R	4450171	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED TRAILER SPEED LI	"7" Digit, for use on 30" x 36" Speed Limit Sign. Compatibility: !Sh15 ; !SA18 ; !IA24 ; !S 366 11	US	\$115.62
GS-07F-6092R	4500086	ALL TRAFFIC SOLUTIONS	SLA BATTERY - 26AH	SLA Battery, 26Ah AGM, 12VDC. Compatibility: ISS12 366 11	US	\$167.00
GS-07F-6092R	4500089	ALL TRAFFIC SOLUTIONS	SLA BATTERY - 50AH	SLA Battery, 50Ah AGM, 12VDC. Compatibility: ISS12 366 11	US	\$72.80
GS-07F-6092R	4500093	ALL TRAFFIC SOLUTIONS	SLA BATTERY - 18AH	SLA Battery, 18Ah AGM, 12VDC. Compatibility: ISS12 366 11	US	\$107.05
GS-07F-6092R	4500226	ALL TRAFFIC SOLUTIONS	LFP BATTERY CHARGER	LFP Battery Charger, 12.8V LFP 3A. Compatibility: !SH12 ; !SH15 ; !SA18 ; !IA18 366 11	US	\$192.70
GS-07F-6092R	4900032	ALL TRAFFIC SOLUTIONS	CARRYING CASE FOR INSTALERT VARIABLE	Soft Carrying Case with storage pockets for Instalert 24 variable message sign or Speed. 366 11	US	\$171.28
GS-07F-6092R	4900055	ALL TRAFFIC SOLUTIONS	CARRYING CASE FOR SHIELD RADAR SPEED	Soft Carrying Case with storage pockets for Shield 12 radar speed sign. Compatibility: !: 366 11	US	\$171.28
GS-07F-6092R	4900063	ALL TRAFFIC SOLUTIONS	CARRYING CASE FOR SHIELD RADAR SPEED	Soft Carrying Case with storage pockets for Shield 15 radar speed sign. Compatibility: !: 366 11	US	\$192.70
GS-07F-6092R	4900081	ALL TRAFFIC SOLUTIONS	CARRYING CASE FOR INSTALERT VARIABLE	Soft Carrying Case with storage pockets for instalert 18 variable message sign or SpeedA 366 11	US	\$107.05
GS-07F-6092R	4000120A	ALL TRAFFIC SOLUTIONS	TRAILER WHEEL LOCK BAR	Trailer wheel lock bar, ATS-5 366 11	US	\$214.11
GS-07F-6092R	4000122A	ALL TRAFFIC SOLUTIONS	TRAILER TAMPER ALARM	Trailer tamper alarm, ATS-5 366 11	US	\$167.00
GS-07F-6092R	4000496A	ALL TRAFFIC SOLUTIONS	TRAILER SPEED LIMIT SIGNAGE	Trailer Speed Limit Sign Kit, 30" x 36" MUTCD sign, digits, hardware 366 11	US	\$338.29
GS-07F-6092R	4000530A	ALL TRAFFIC SOLUTIONS	BULLET RESISTANT LEXAN FOR RADAR SPEE	Bullet Resistant Lexan Face, for Sh12, Level A ballistics (38spcl) 366 11	US	\$81.36
GS-07F-6092R	4000548A	ALL TRAFFIC SOLUTIONS	YOUR SPEED WRAP FOR RADAR SPEED DISP	YOUR SPEED wrap, 24" x 30" full size sign MUTCD, for Sh12 366 11	US	\$124.18
GS-07F-6092R	4000549A	ALL TRAFFIC SOLUTIONS	YOUR SPEED WRAP FOR RADAR SPEED DISP	YOUR SPEED wrap, 30" x 36" full size sign MUTCD, for Sh15 366 11	US	\$209.82
GS-07F-6092R	4000550A	ALL TRAFFIC SOLUTIONS	YOUR SPEED WRAP FOR RADAR SPEED DISP	YOUR SPEED wrap, 48" x 60" full size sign MUTCD, for SA18, YELLOW 366 11	US	\$81.36
GS-07F-6092R	4000567A	ALL TRAFFIC SOLUTIONS	POWER PLUG ADAPTER FOR VARIABLE MES	IA plug adapter new-to-old, 3-prong receptacle to cigarette-lighter plug 366 11	US	\$81.36
GS-07F-6092R	4000568A	ALL TRAFFIC SOLUTIONS	POWER PLUG ADAPTER FOR VARIABLE MES	IA plug adapter old-to-new, cigarette-lighter receptacle to 3-prong plug 366 11	US	\$385.39
GS-07F-6092R	4000583A	ALL TRAFFIC SOLUTIONS	BULLET RESISTANT LEXAN FOR RADAR SPEE	Bullet Resistant Lexan Face, for Sh15, Level A ballistics (38spcl) 366 11	US	\$235.52
GS-07F-6092R	4000639A	ALL TRAFFIC SOLUTIONS	LFP BATTERY - 10AH	LFP Battery, 10Ah LFP 12.8VDC (requires LFP Power Kit 4000613) 366 11	US	\$338.29
GS-07F-6092R	4000685A	ALL TRAFFIC SOLUTIONS	LFP BATTERY - 16AH	LFP Battery, 16Ah LFP 12.8VDC (requires LFP Power Kit 4000613 or 4000684) 366 11	US	\$42.82
GS-07F-6092R	4000747A	ALL TRAFFIC SOLUTIONS	USB	Bluetooth USB PC adapter, Class 1 (330ft), use with App suite 366 11	US	\$363.98
GS-07F-6092R	4000731A	ALL TRAFFIC SOLUTIONS	HANDHELD MOBILE DEVISE	Mobile Handheld Device, w/ Bluetooth. Includes ATS Mobile UI license 366 11	US	\$363.98

Intuitive Control Systems GSA Price List June 2016

GS-07F-6092R	4100077A	ALL TRAFFIC SOLUTIONS	SLA BATTERY CHARGER	SLA Battery Charger, 12VDC SLA 6A	366 11	US	\$192.70
GS-07F-6092R	4450171A	ALL TRAFFIC SOLUTIONS	TRAILER SPEED LIMIT SIGNAGE	Digit "7", for use on 30" x 36" Speed Limit Sign	366 11	US	\$17.13
GS-07F-6092R	4500086A	ALL TRAFFIC SOLUTIONS	SLA BATTERY - 26AH	SLA Battery, 26Ah AGM, 12VDC	366 11	US	\$115.62
GS-07F-6092R	4500093A	ALL TRAFFIC SOLUTIONS	SLA BATTERY - 18AH	SLA Battery, 18Ah AGM, 12VDC	366 11	US	\$72.80
GS-07F-6092R	4500226A	ALL TRAFFIC SOLUTIONS	LFP BATTERY CHARGER	LFP Battery Charger, 12.8V LFP 3A	366 11	US	\$107.05
GS-07F-6092R	4900032A	ALL TRAFFIC SOLUTIONS	CARRYING CASE FOR VARIABLE MESSAGE SI	Carrying Case; iA24 softcase with storage pockets	366 11	US	\$192.70
GS-07F-6092R	4900055A	ALL TRAFFIC SOLUTIONS	CARRYING CASE FOR RADAR SPEED DISPLAY	Carrying Case; Sh12 softcase with storage pockets	366 11	US	\$171.28
GS-07F-6092R	4900063A	ALL TRAFFIC SOLUTIONS	CARRYING CASE FOR RADAR SPEED DISPLAY	Carrying Case; Sh15 softcase with storage pockets	366 11	US	\$171.28
GS-07F-6092R	4900081A	ALL TRAFFIC SOLUTIONS	CARRYING CASE FOR VARIABLE MESSAGE SI	Carrying Case; iA18,SA24 softcase with storage pockets	366 11	US	\$192.70
GS-07F-6092R	4000816	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED MONITORING & P	Speed Trailer, AT55: Includes full-matrix SpeedAlert with 24" digits and speed depende	366 11	US	\$12,223.68
GS-07F-6092R	4000817	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED MONITORING & P	Speed Trailer, AT55: Includes full-matrix SpeedAlert with 24" digits and speed depende	366 11	US	\$12,770.78
GS-07F-6092R	4000818	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED MONITORING & P	Speed Trailer, AT55: Includes full-matrix SpeedAlert with 18" digits and speed depende	366 11	US	\$7,174.81
GS-07F-6092R	4000819	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED MONITORING & P	Speed Trailer, AT55: Includes full-matrix SpeedAlert with 18" digits and speed depende	366 11	US	\$7,744.08
GS-07F-6092R	4000820	ALL TRAFFIC SOLUTIONS	PORTABLE PROGRAMMABLE MESSAGE DISI	Message Trailer, AT55: Includes full-matrix SpeedAlert with 24" digits. Display up to 3 s	366 11	US	\$10,510.83
GS-07F-6092R	4000821	ALL TRAFFIC SOLUTIONS	PORTABLE PROGRAMMABLE MESSAGE DISI	Message Trailer, AT55: Includes full-matrix SpeedAlert with 24" digits. Display up to 3 s	366 11	US	\$10,896.73
GS-07F-6092R	4000822	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED MONITORING TRA	Speed Trailer, AT55: Includes Shield Radar Speed Display with 15" Digits that weights ju	366 11	US	\$6,832.24
GS-07F-6092R	4000823	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED MONITORING TRA	Speed Trailer, AT55: Includes Shield Radar Speed Display with 15" Digits that weights ju	366 11	US	\$7,431.74
GS-07F-6092R	4000824	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED MONITORING & P	Speed Trailer (Solar Panel Sold Separately), AT55: Includes full-matrix SpeedAlert with :	366 11	US	\$6,408.06
GS-07F-6092R	4000825	ALL TRAFFIC SOLUTIONS	PORTABLE RADAR SPEED MONITORING TRA	Speed Trailer (Solar Panel sold seperately), AT55: Includes Shield Radar Speed Display v	366 11	US	\$6,194.46
GS-07F-6092R	4000522	ALL TRAFFIC SOLUTIONS	AC POWER SUPPLY	AC supply-Standard. 5A12 VDC, 120/220 VAC, 50/60 Hz. Compatibility ISH12i; ISH15!	366 11	US	\$246.85
GS-07F-6092R	4000793	ALL TRAFFIC SOLUTIONS	VIOLATOR STROBE FOR RADAR SPEED DISP	Dual Red and Blue flash helps draw attention to the driver's speed. Compatible with Sp	366 11	US	\$394.96
GS-07F-6092R	4000811	ALL TRAFFIC SOLUTIONS	VIOLATOR STROBE FOR RADAR SPEED DISP	Dual White flash helps draw attention to the driver's speed. Compatible with SpeedAle	366 11	US	\$394.96
GS-07F-6092R	4000807	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: DRIVE TIMES	Application: Drive Times (12 month subscription) enhancement to messaging signs for	366 11	US	\$1,974.81
GS-07F-6092R	4000808	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: DRIVE TIMES	Application: Drive Times (24 month subscription) enhancement to messaging signs for	366 11	US	\$3,949.62
GS-07F-6092R	4000809	ALL TRAFFIC SOLUTIONS	WEB-BASED APPLICATION: DRIVE TIMES	Application: Drive Times (36 month subscription) enhancement to messaging signs for	366 11	US	\$5,924.43

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

Part I - Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Edison Partners	281 Witherspoon St. Princeton, NJ 08540

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: AI Trade Solutions, Inc.
Signature of Affiant: [Signature] Title: CEO
Printed Name of Affiant: Andy Soudes Date: 2-1-2019

Subscribed and sworn before me this 1st day of February, 2019.

My Commission expires: 8-31-2021

Rebecca Lynn Miller
(Witness or attested by)
REBECCA LYNN MILLER
NOTARY PUBLIC
REG # 7239617
MY COMMISSION EXPIRES 8/31/2021
COMMONWEALTH OF VIRGINIA

**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 All Traffic Solutions, 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 All Traffic Solutions, 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.

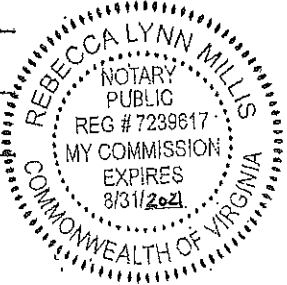
Name of Business Entity: All Traffic Solutions, Inc.

Signed: [Signature] Title: CEO

Print Name: Andy Souders Date: 2-1-19

Subscribed and sworn before me
this 1st day of February, 2019.
My Commission expires:

Rebecca Lynn Mills
(Affiant)
HR Director
(Print name & title of affiant) (Corporate Seal)
Notary



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

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

The contractor and the CEO of All Traffic Solutions (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: Randy Souders, CEO
Representative's Signature: [Signature]
Name of Company: All Traffic Solutions, Inc.
Tel. No.: 866-266-6603 Date: 2-1-19

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, 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) Andy Souder, CEO

Representative's Signature: [Signature]

Name of Company: All Traffic Solutions, Inc.

Tel. No.: 908-262-6202

Date: 2-1-19

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: All Traffic Solutions, Inc.
Address: 12950 Worldgate Dr. Suite 310, Herndon, VA 20170
Telephone No.: 866-266-6602
Contact Name: Andy Souders

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : All Traffic Solutions, Inc.
Address : 12950 Worldgate Dr., Suite 310, Herndon, VA 20170
Telephone No. : 866-266-6602
Contact Name : Andy Saudus

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

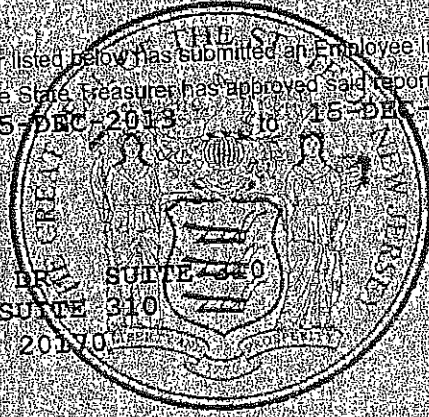
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Certification 39239

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

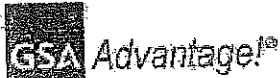
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27, et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2013 to 15-DEC-2020.



ALL TRAFFIC SOLUTIONS DR. SUITE 310
12950 WORLDGATE DR. SUITE 310
HERNDON VA 20149



Elizabeth Maher Mugio
ELIZABETH MAHER MUGIO
Acting State Treasurer



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No image available
at this time

\$3,853.90 EA

sold and shipped by
**INTUITIVE CONTROL
SYSTEMS, LLC**

[visit contractor's website](#)

WEB-BASED APPLICATION: SMARTAPPS TRAFFIC

Mfr Part No.: 4000773
Contractor Part No.: 4000773
Manufacturer: ALL TRAFFIC SOLUTIONS
Contract No.: GS-07F-6092R (ends: Sep 14, 2020)
MAS Schedule/SIN: 078/366 11
Warranty: 1 YR
Made In: UNITED STATES OF AMERICA
Weight: 0.010 LB
Order Increment: 1

Volume Discounts:

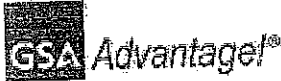
5 - 9 5.0%
 10 - 19 8.0%
 20 - 99999 10.0%

Disaster Purchasing items

- Desc

Application SmartApps Traffic Suite (36 month subscription); Equipment Management, Reporting, Image Management, Alert Notification, Mapping and PremierCare Warranty. Cloud-based management of radar speed and variable message signs from anywhere there is an internet connection. Visualize your equipment and data on an interactive map of your community. Generate and share reports from your traffic data. Receive alerts for low battery levels, high speed and congestion, and equipment tampering. View images from reset time intervals or related to alert thresholds. Active subscription comes with a perpetual warranty. Compatibility: ISh12!; ISh15!; ISA18!; ISA24!; IS12! For Additional Information call (866) 366-6602.

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\$847.86 EA

sold and shipped by
INTUITIVE CONTROL SYSTEMS, LLC

[visit contractor's website](#)

RADAR SPEED TRAILER BATTERY KIT - 470AH

Mfr Part No.: 4000636
 Contractor Part No.: 4000636
 Manufacturer: ALL TRAFFIC SOLUTIONS
 Contract No.: GS-07F-6092R (ends: Sep 14, 2020)
 MAS Schedule/SIN: 078/366 11
 Warranty: 1 YR
 Made In: UNITED STATES OF AMERICA
 Weight: 0.010 LB
 Order Increment: 1

Volume Discounts:

5 - 9 5.0%
 10 - 19 8.0%
 20 - 99999 10.0%

Disaster Purchasing items

• Desc

Radars Speed & Variable Message Sign Trailer Battery kit, 470Ah deep cycle batteries with cover, hold down, cables & hardware. Compatibility: ISh12!; ISh15!; ISh18!; IIA24!; ISA24!; IATS5!; IIA18!; ISS12! For Additional Information call (866) 366-6602.

Compare Available Sources

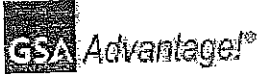
Quantity:



Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below.

Indicates when volume discounts are offered.

<u>Price/Unit</u> ⇅	<u>Features</u>	<u>Contractor</u>	<u>Socio</u>	<u>Deliv Days</u> ⇅	<u>Min Order</u> ⇅	<u>FOB/Shipping</u>
© \$847.86 EA			S		\$100.00	



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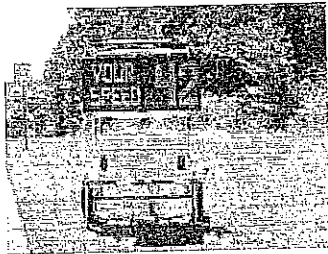
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PORTABLE RADAR SPEED AND MESSAGE DISPLAY



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\$7,707.81 EA

sold and shipped by
INTUITIVE CONTROL SYSTEMS, LLC

[visit contractor's website](#)

Mfr Part No.: 4000745
 Contractor Part No.: 4000745
 Manufacturer: ALL TRAFFIC SOLUTIONS
 Contract No.: GS-07F-6092R (ends: Sep 14, 2020)
 MAS Schedule/SIN: 078/366 11
 Warranty: 1 YR
 Made In: UNITED STATES OF AMERICA
 Weight: 65.000 LB
 Order Increment: 1

Volume Discounts:

5 - 9 5.0%
 10 - 19 8.0%
 20 - 99999 10.0%

DISAST Disaster Purchasing items

• Desc

60L X 1.6W (IN),
 SpeedAlert 24 Radar Message Sign (bracket sold separately).
 Internal radar combines speed display, traffic data collection and variable messaging. Folds in half for easy storage and deployment. Universal mounting. Cloud-based accessibility allows for remote management. 24" digits; 20" H x 60" W x 2.96" D; 43 lbs. Compatibility: ISA24!

Compare Available Sources

Quantity: [Add to Cart](#)

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below.

Indicates when volume discounts are offered.

Price/Unit	Features	Contractor	Socio	Photo	Deliv Days	Min Order	FOB/Shipping
© \$7,707.81 EA	◆	INTUITIVE CONTROL SYSTEMS, LLC	§		30 days delivered ARO	\$100.00	Q- CONUS,AK,PR,HI



[My Account](#) ▾ | [NSN Ordering](#) ▾ | [Get Quotes](#) ▾ | [Help](#) | [Register](#) | [Login](#)

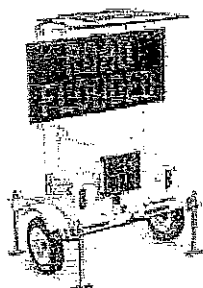


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\$2,901.76 EA

sold and shipped by
INTUITIVE CONTROL SYSTEMS, LLC

[visit contractor's website](#)

PORTABLE RADAR SPEED MONITORING & PROGRA

Mfr Part No.: 4000173
Contractor Part No.: 4000173
Manufacturer: ALL TRAFFIC SOLUTIONS
Contract No.: GS-07F-6092R (ends: Sep 14, 2020)
MAS Schedule/SIN: 078/366 11
Warranty: 1 YR
Made In: UNITED STATES OF AMERICA
Weight: 1200.000 LB
Order Increment: 1

◆ Volume Discounts:

5 - 9 5.0%
 10 - 19 8.0%
 20 - 99999 10.0%

Disaster Purchasing items

- Desc

61.5L X 62.5W (IN),
 Speed Trailer, ATS5 (select power separately): Compatible, interchangeably, with the following products: instALERT variable messages sign, Shield 15" or 12" radar speed sign; and/or SpeedAlert 18" or 24" radar message sign. Speed Dependent Messaging System. Extremely portable with a simple manual lever lift system for 1 person setup. Storage for tongue and lift bar in locked 16 gauge steel battery compartment. Vented battery chamber and 1/8" aluminum diamond plate lid. Continuous weld steel frame, with white marine grade powder coat finish. Wheels: 12", 5 bolt steel rims. Jacks: 4-retractable crank type, fully adjustable at each corner. Recessed tail lights and DOT approved lighting and red/white reflective tape. License plate holder with light. Compatibility: !SH15!; !SA18!; !IA18!; !IA24!; !SA24!; !ATS5!
 For Additional Information call (866) 366-6602.

Compare Available Sources

Quantity:



Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below.

◆ Indicates when volume discounts are offered.

Features

Socio Photo

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

City Clerk File No. Res. 19-155

Agenda No. 10.W

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CLIFFSIDE BODY CORP. FOR THE PURCHASE OF SNOW PLOW PARTS, GRADERS, AND LOADER BLADES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Snow plow parts, graders, and loader blades are needed for the City of Jersey City's ("City") snow removal fleet of vehicles; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Cliffside Body Corp., 130 Broad Avenue/P.O. Box 206, Fairview, New Jersey 07022 is in possession of State contract A88268, indicating they will provide snow plow parts, graders, and loader blades for a total contract 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	Encumbrance
01-201-26-315-310	132652	A88268	\$60,000.00	\$15,000.00

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 award to Cliffside Body Corp. in the amount of \$60,000.00 for snow plow parts, graders, and loader blades is authorized.
2. The term of the contract shall be effective February 28, 2019 through December 31, 2019.
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 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

(Continued to page 2)

FEB 27 2019

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CLIFFSIDE BODY CORP. FOR THE PURCHASE OF SNOW PLOW PARTS, GRADERS, AND LOADER BLADES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

I, Elizabeth Castillo, Elizabeth Castillo, Acting 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	Encumbrance
01-201-26-315-310	132652	A88268	\$60,000.00	\$15,000.00

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

February 14, 2019
Date

PF/pv
2/14/19

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

R.R.
2-15-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CLIFFSIDE BODY CORP. FOR THE PURCHASE OF SNOW PLOW PARTS, GRADERS, AND LOADER BLADES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE.

Project Manager

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@jenj.org mvalenti@jenj.org

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

⚡ To provide various snowplow parts, grader and loader blades.
 ⚡ State Contract number # 88268.
 ⚡ DPW spent about \$50,000.00 in 2018.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

01-201-26-315-310 (Automotive Operating)
 Total contract amount =\$60,000.00
 Temporary Encumbrancy =\$15,000.00

02/28/19 to 12/31/19.

Type of award

State Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

08/16/19

Signature of Purchasing Director

Date

2/14/19



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>

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

AMENDMENT # 2 T-0085 Solicitation # 15-X-23425

TO: All Using Agencies

DATE: January 11, 2019

FROM: Donald Warren, Procurement Specialist, Fleet Unit

SUBJECT: Snow Plow Parts, and Grader and Loader Blades– One (1) Year Extension with Price Increase

CONTRACT PERIOD: Original: January 20, 2015 to January 19, 2018
1st Extension: January 20, 2018 to January 19, 2019
2nd Extension: January 20, 2019 to January 19, 2020

Please be advised that the following Blanket P.O.s have been extended for a period of one (1) year, through January 19, 2019, at the same Blanket P.O. pricing, terms, conditions and specifications:

Vendor {Contractor}	Blanket P.O.
Valk Manufacturing Co.	88263
H A DeHart & Son Inc.	88264
GKY Industries	88267
Van Dines Four Wheel Drive	88270
Tony Sanchez LTD	88271
A & K Equipment Company Inc.	88273

Please be advised that the following Blanket P.O.s have been extended for a period of one (1) year, through January 19, 2020, at the same Blanket P.O. terms, conditions and specifications, with the following Blanket P.O. price increases:

Vendor {Contractor}	Blanket P.O.	Blanket P.O. Line	Current Blanket P.O. Price	New Blanket P.O. Price	Increase
Cliffside Body Corp.	88268	100	\$128.22	\$146.94	\$18.72
		107	\$347.03	\$380.39	\$33.36
		109	\$144.21	\$165.21	\$21.00

Search

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**Notice of Award
 Term Contract(s)**

**T-0085
 SNOW PLOW PARTS, AND GRADER AND
 LOADER BLADES**

Vendor Information
By Vendor
By Item
RFP Documents
Email to DONALD WARREN

Downloadable NOA Documents
 (Please utilize scroll bar on right side of box if necessary to view all documents)

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-0085
Contract #:	VARIOUS
Contract Period:	FROM: 01/20/15 TO: 01/19/20

Contact Person:	CHRISTOPHER MATTHEWS
Contact Phone:	732-388-5333
Order Fax:	732-388-1937
Contract#:	88273
Expiration Date:	01/19/20
Terms:	NONE
Delivery:	1 WEEKS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	CHEMUNG SUPPLY CORP PO BOX 527 ELMIRA, NY 14902
Contact Person:	MICHAEL MENNER
Contact Phone:	607-733-5506
Order Fax:	607-732-5379
Contract#:	88262
Expiration Date:	01/19/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	CLIFFSIDE BODY CORP 130 BROAD AVE FAIRVIEW, NJ 07022
Contact Person:	ROBERT GREENWALD
Contact Phone:	201-945-3970
Order Fax:	201-945-7534
Contract#:	88268
Expiration Date:	01/19/20
Terms:	NONE
Delivery:	30 DAYS ARO

	N.J.D.O.T. DWG. NO. 4-183 (CATEGORY 1) REGION SERVED: STATEWIDE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00035	COMM CODE: 765-61-014379 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SNOW PLOW PARTS: OUTER NOSE PIECE PART# V5579-1 N.J.D.O.T. DWG. NO. 4-164 (CATEGORY 1) REGION SERVED: STATEWIDE	75.000	EA	N/A	\$18.18000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00037	COMM CODE: 765-61-014379 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SNOW PLOW PARTS: INNER NOSE PIECE PART# V6025G1 N.J.D.O.T. DWG. NO. 4-186 (CATEGORY 1) REGION SERVED: STATEWIDE	150.000	EA	N/A	\$18.18000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00038	COMM CODE: 765-61-014379 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SNOW PLOW PARTS: OUTER NOSE PIECE PART# V6027P1 N.J.D.O.T. DWG. NO. 4-186 (CATEGORY 1) REGION SERVED: STATEWIDE	150.000	EA	N/A	\$20.69000
Vendor: CLIFFSIDE BODY CORP		Contract Number: 88268			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00100	COMM CODE: 765-61-014379 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SNOW PLOW PARTS: MONARCH CD- 250 J2 DOUBLE ACTING CYLINDER OR APPROVED EQUAL (LESS EXTERNAL HYDRAULIC FITTINGS AND COMPONENTS) N.J.D.O.T. DWG. NO. 4-140 (CATEGORY 1) REGION SERVED: STATEWIDE	25.000	EA	N/A	\$146.94000
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LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00107	COMM CODE: 765-61-014379 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SNOW PLOW PARTS: MONARCH HYDRAULICS PUMP MODEL M503, MANUAL 3-WAY, 12V, WITH 4-1/2" DIAMETER X 10" TANK. (CATEGORY 1) REGION SERVED: STATEWIDE	5.000	EA	N/A	\$380.39000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00109	COMM CODE: 765-61-014379 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SNOW PLOW PARTS: MONARCH CS- 250 SINGLE ACTING RAM (WITH MODIFICATIONS) N.J.D.O.T. DWG. NO. 4-202 (CATEGORY 1) REGION SERVED: STATEWIDE	25.000	EA	N/A	\$165.21000

Vendor: CRESTON HYDRAULICS INC **Contract Number:** 88272

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
-------	------------------------	--------------	------	------------	------------



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CLIFFSIDE BODY CORPORATION

Trade Name:

Address: 130 BROAD AVENUE
FAIRVIEW, NJ 07022-1502

Certificate Number: 0099779

Effective Date: June 15, 1934

Date of Issuance: February 14, 2019

For Office Use Only:

20190214101138711

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasury has approved said report. This approval will remain in effect for the period of 12/31/2019 to 12/31/2020



CLIFFSIDE BODY CORPORATION
130 BROAD AVE, S.O. BOX 10
FAIRVIEW
NJ 07004

A handwritten signature in black ink, appearing to read 'Andrew P. Blanton-Evans'.

Andrew P. Blanton-Evans
State Treasurer

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): ROBERT GREENWALD VP/SECRETARY

Representative's Signature: 

Name of Company: CLIFFSIDE BODY CORP.

Tel. No.: 201-945-3970

Date: NOVEMBER 23, 2018

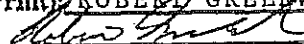
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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): ROBERT GREENWALD VP/SECRETARY
Representative's Signature: 
Name of Company: CLIFFSIDE BODY CORP.
Tel. No.: 201-945-3970 Date: NOVEMBER 23, 2018

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : CLIFFSIDE BODY CORP.
Address : 130 BROAD AVE. FAIRVIEW, NJ 07022
Telephone No. : 201-945-3970
Contact Name : ROBERT GREENWALD VP/SECRETARY

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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.

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Address : 130 BROAD AVE. FAIRVIEW, NJ 07022
Telephone No. : 201-945-3970
Contact Name : ROBERT GREENWALD VP/SECRETARY

Please check applicable category :

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

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Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation:

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CLIFFSIDE BODY CORP. (name of business entity) has not made any reportable contributions in the **one-year period preceding NOVEMBER 23, 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract CLIFFSIDE BODY CORP. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: CLIFFSIDE BODY CORP.

Signed [Signature] Title: VP/SECRETARY

Print Name ROBERT GREENWALD Date: NOVEMBER 23, 2018

Subscribed and sworn before me
this 26 day of NOV, 2018
My Commission expires:

[Signature]

Therese Simone Greenwald
Notary Public New Jersey
My Commission Expires
August 17, 2020

(Affiant)
ROBERT GREENWALD VP/SECRETARY
(Print name & title of affiant) (Corporate Seal)

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

*NOTARIZE

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

Part I – Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arcy for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
ROBERT GREENWALD	10 VINE ST WALDWICK, NJ
WARREN GREENWALD	

Part 3 – Signature and Attestation:

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

Name of Business Entity: CLIFFSIDE BODY CORP. Title: VP/SECRETARY
 Signature of Affiant: [Signature]
 Printed Name of Affiant: ROBERT GREENWALD Date: NOVEMBER 23, 2018

Subscribed and sworn before me this 26 day of Nov, 2018
Therese Simon Greenwald (Witnessed or attested by)
 My Commission expires: Therese Simon Greenwald
 Notary Public New Jersey
 My Commission Expires August 17, 2020 (Seal)

* NOTARIZE

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

City Clerk File No. Res. 19-156

Agenda No. 10.X

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO A. LEMBO CAR & HEAVY DUTY TRUCK COLLISION INC. FOR THE MAINTENANCE AND REPAIRS OF HEAVY DUTY VEHICLES OVER 15,000 LBS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Automotive Maintenance need maintenance and repair services for its heavy duty vehicles (class 5 or higher, over 15,000 lbs); and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires a City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, A. Lembo Car & Truck Collision Inc., 76 Riverside Avenue, Newark, New Jersey 07104, is in possession of State Contract A89274, indicating they will provide maintenance and repair services for heavy duty vehicles for a total contract amount of eighty thousand dollars (\$80,000.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-26-315-310	132653	A89274	\$80,000.00	\$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 award to A. Lembo Car & Truck Collision Inc. in the amount of \$80,000.00 for maintenance and repairs of heavy duty vehicles is authorized.
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
3. The term of the contract shall be effective February 28, 2019 through December 31, 2019.
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 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 19-156

Agenda No. 10.X **FEB 27 2019**

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO A. LEMBO CAR & HEAVY DUTY TRUCK COLLISION INC. FOR THE MAINTENANCE AND REPAIRS OF HEAVY DUTY VEHICLES OVER 15,000 LBS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

I, Elizabeth Castillo, Elizabeth Castillo, Acting 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	Encumbrance
01-201-26-315-310	132653	A89274	\$80,000.00	\$10,000.00

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

February 14, 2018
Date

PF/pv
2/14/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

R.R.
2-15-19

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO A. LEMBO CAR & HEAVY DUTY TRUCK COLLISION INC. FOR THE MAINTENANCE AND REPAIRS OF HEAVY DUTY VEHICLES OVER 15,000 LBS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

Project Manager

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@jcnj.org mvalenti@jcnj.org

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

⚡ To provide heavy duty repairs
 ⚡ State Contract number # 89274
 ⚡ DPW spent about \$80,000.00 in 2018.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

01-201-26-315-310 (Automotive Operating)
 Total contract amount =\$100,000.00
 Temporary Encumbrancy =\$10,000.00

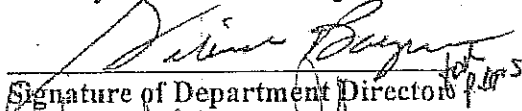
02/28/19 to 12/31/19.

Type of award

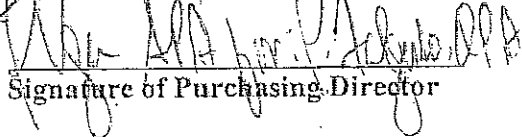
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

02/14/19
Date


Signature of Purchasing Director

2/14/19
Date

Search

ion of Purchase and Property
does not support script

**Notice of Award
Term Contract(s)**

**T-2108
MAINT. & REPAIR FOR HEAVY DUTY VEHICLES
(CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)**

Vendor Information
Authorized Dealers
By Vendor
By Item
RFP Documents
Email to SEPIDEH GHORBANI

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to
view all documents)**

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-2108
Contract #:	VARIOUS

Contract Period:	FROM: 07/21/15 TO: 07/20/19
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	23440
Bid Open Date:	10/03/14
CID #:	1041926
Commodity Code:	060-66
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
 PO Box 230
 Trenton, NJ 08625
 (609) 984-7047

In the event of an emergency, contact the following in the order listed:

SEPIDEH GHORBANI	PROCUREMENT SPECIALIST	609-292-2190
KRISTI THOMAS	PROCUREMENT SPECIALIST SUPERVISOR	609-984-1327
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206
	PUB DATE:	08/30/18

VENDOR INFORMATION

Vendor Name & Address:	A LEMBO CAR & TRUCK COLLISION INC
-----------------------------------	--------------------------------------

	76 RIVERSIDE AVE NEWARK, NJ 07104
Contact Person:	ALFREDO O LEMBO JR
Contact Phone:	973-484-5737
Order Fax:	973-484-0081
Contract#:	89274
Expiration Date:	07/20/19
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:	AIR BRAKE & EQUIPMENT 225 ROUTE 22 WEST HILLSIDE, NJ 07205
Contact Person:	MARY APPOLONIA
Contact Phone:	973-926-0166
Order Fax:	973-926-3110
Contract#:	89279
Expiration Date:	07/20/19
Terms:	NONE
Delivery:	3 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	ALLIANCE BUS GROUP 51 KERO RD CARLSTADT, NJ 07072
Contact Person:	ANDREW G ROLFE
Contact Phone:	201-507-8500
Order Fax:	201-507-5372
Contract#:	89259
Expiration Date:	07/20/19

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?	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS

Contract#: 89266	Title: MAINT. & REPAIR FOR HEAVY DUTY VEHICLES
Dealer/Distributor Name & Address:	R&H TRUCK PARTS & SERVICE INC ACH ELECTRONIC PAYMENTS INC 356A ROUTE 31 FLEMINGTON NJ 08822
Contact Person:	
Contact Phone:	000-000-0000

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: A LEMBO CAR & TRUCK COLLISION INC		Contract Number: 89274			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00039	COMM CODE: 060-66-075631 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM CHASSIS PREVENTIVE MAINT.: MINOR (CATEGORY: 3) REGION SERVED: NORTH	1.000	HOUR	N/A	\$35.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00040	COMM CODE: 060-66-075632 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM CHASSIS PREVENTIVE MAINT.: MAJOR (CATEGORY: 4) REGION SERVED: NORTH	1.000	HOUR	N/A	\$46.00000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00041	COMM CODE: 060-66-075633 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM CHASSIS REPAIRS: MINOR (CATEGORY: 5) REGION SERVED: NORTH	1.000	HOUR	N/A	\$35.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00042	COMM CODE: 060-66-075634 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM CHASSIS REPAIRS: MAJOR (CATEGORY: 6) REGION SERVED: NORTH	1.000	HOUR	N/A	\$46.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00043	COMM CODE: 060-66-075635 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM REPAIRS: REFRIGERATION UNITS (CATEGORY: 7) REGION SERVED: NORTH	1.000	HOUR	N/A	\$46.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00044	COMM CODE: 060-66-075636 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM REPAIRS: HOIST & CRANES (CATEGORY: 8) REGION SERVED: NORTH	1.000	HOUR	N/A	\$46.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00045	<p>COMM CODE: 060-66-075637 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]</p> <p>ITEM DESCRIPTION: NON-OEM REPAIRS: LIFT GATES (CATEGORY: 9)</p> <p>REGION SERVED: NORTH</p>	1.000	HOUR	N/A	\$46.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	<p>COMM CODE: 060-66-075638 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]</p> <p>ITEM DESCRIPTION: NON-OEM REPAIRS: WHEELCHAIR LIFTS (CATEGORY: 10)</p> <p>REGION SERVED: NORTH</p>	1.000	HOUR	N/A	\$46.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00047	<p>COMM CODE: 060-66-075639 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]</p> <p>ITEM DESCRIPTION: NON-OEM REPAIRS: HYDRAULIC SYSTEMS & PTO'S (CATEGORY: 11)</p> <p>REGION SERVED: NORTH</p>	1.000	HOUR	N/A	\$46.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00048	<p>COMM CODE: 060-66-075640 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...]</p> <p>ITEM DESCRIPTION: NON-OEM REPAIRS: SNOW PLOWS & SPREADERS (CATEGORY: 12)</p> <p>REGION SERVED: NORTH</p>	1.000	HOUR	N/A	\$46.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00049	COMM CODE: 060-66-075641 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM REPAIRS: WINCHES (CATEGORY: 13) REGION SERVED: NORTH	1.000	HOUR	N/A	\$46.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00050	COMM CODE: 060-66-075642 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM REPAIRS: SEATS (CATEGORY: 14) REGION SERVED: NORTH	1.000	HOUR	N/A	\$46.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00051	COMM CODE: 060-66-075643 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM REPAIRS: TRUCK BODIES & TRAILERS (CATEGORY: 15) REGION SERVED: NORTH	1.000	HOUR	N/A	\$46.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00052	COMM CODE: 060-66-075644 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM REPAIRS: GAUGES (CATEGORY: 16) REGION SERVED: NORTH	1.000	HOUR	N/A	\$46.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00053	COMM CODE: 060-66-075645 [AUTOMOTIVE AND TRAILER	1.000	LOT	NET	N/A

	EQUIPMENT AND...] ITEM DESCRIPTION: NET PRICE LINE FOR PARTS INSTALLED IN A REPAIR/SERVICE PROVIDED BY A CONTRACTOR.				
Vendor: AIR BRAKE & EQUIPMENT		Contract Number: 89279			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00039	COMM CODE: 060-66-075631 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM CHASSIS PREVENTIVE MAINT.: MINOR (CATEGORY: 3) REGION SERVED: NORTH	1.000	HOUR	N/A	\$68.15000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00040	COMM CODE: 060-66-075632 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM CHASSIS PREVENTIVE MAINT.: MAJOR (CATEGORY: 4) REGION SERVED: NORTH	1.000	HOUR	N/A	\$67.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00043	COMM CODE: 060-66-075635 [AUTOMOTIVE AND TRAILER EQUIPMENT AND...] ITEM DESCRIPTION: NON-OEM REPAIRS: REFRIGERATION UNITS (CATEGORY: 7) REGION SERVED: NORTH & CENTRAL	1.000	HOUR	N/A	\$70.99000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: A. LEMBO CAR & TRUCK COLLISION, INC.

Trade Name:

Address: 76-82 RIVERSIDE AVE
NEWARK, NJ 07104-4202

Certificate Number: 0917540

Effective Date: July 01, 2002

Date of Issuance: February 14, 2019

For Office Use Only:

20190214105947469

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

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

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

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

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

Representative's Name/Title Print: Alfred D. Lembo Jr / President
Representative's Signature: [Signature]
Name of Company: A. Lembo Car & Heavy Truck Collision Inc
Tel. No.: 973-484-5737 Date: 1/28/19

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Alfred D. Lembo Jr. / President

Representative's Signature: [Signature]

Name of Company: A. Lembo Car & Heavy Truck Collision Inc

Tel. No.: 973-484-5737

Date: 11/28/19

from taking any other actions available to it under any

Alfred D. Lembo Jr. / President

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: A. Lembo Car + Heavy Truck Collision Inc
Address: 76 Riverside Ave Newark Nj. 07104
Telephone No.: 973-484-5737
Contact Name: Alfred Lembo Jr

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.

Women 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 57645

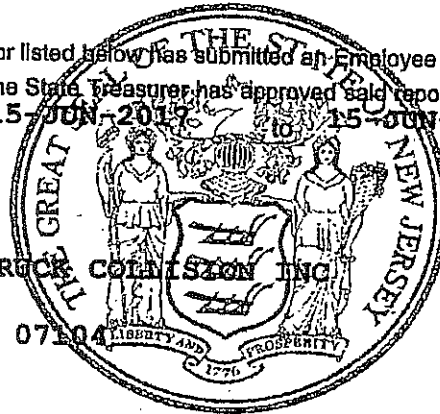
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-JUN-2019~~ to ~~15-JUN-2024~~

A LEMBO CAR & HEAVY TRUCK COLMISON INC
76 RIVERSIDE AVE
NEWARK.

NJ 07104



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

NOTARIZE



CITY OF JERSEY CITY
DIVISION OF PURCHASING
334 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307
P: 201 547 5155/5156 | F: 201 547 6325



STEVEN M. FULOP
MAYOR OF JERSEY CITY

PETER FOLEGADO
DIRECTOR OF PURCHASING, OFF. R. 900

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am President of the firm of A. Lembo Car & Heavy Truck Collision Inc.

the Contractor who submitted the lowest responsible bid for the project known as

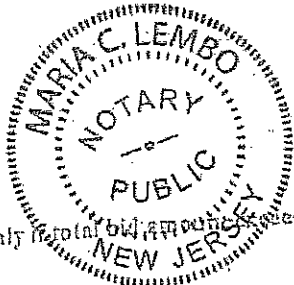
I executed the Proposal submitted to the City of Jersey City with the full authority to do so. As of the date of execution of this Certification on this 28th day of January, 2019 the firm of A. Lembo Car & Heavy Truck Collision Inc. has not been suspended or debarred from submitting bid proposals by the United States of America, its departments, divisions, and agencies or by the State of New Jersey, its departments, divisions, and agencies.

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.

A. Lembo Car & Heavy Truck Collision Inc.
(Name of Contractor)

Signed By: [Signature]
Dated: 1/28/19
Title: President

Sworn and subscribed to before me
This 28th day of Jan, 2019
[Signature]
Notary Public
Exp. 12/1/22



*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

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

City Clerk File No. Res. 19-157

Agenda No. 10.Y

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NOBEL SYSTEMS INC. FOR AUTO IMPOUND MANAGEMENT SOFTWARE FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA)

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 Cooperative Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Department of Public Works needs to track the complete auto impound cycle; from the identification of the impound, to owner notification and release, and fees collected through auctions for unclaimed vehicles; and

WHEREAS, Resolution 15.111 approved on February 10, 2015 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with The National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the Public Works Director's Office wishes to purchase AIM's software from Nobel Systems Inc., 13 W. River Road, Suite A, Rumson, New Jersey 07760 who is in possession of National Cooperative Purchasing Alliance contract number 05-07; and

WHEREAS, the total amount of the contract is \$55,000.00; 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.;

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

1. A contract in the amount of \$55,000.00 for AIMS software is awarded to Nobel Systems, Inc.
2. The term of the contract shall be effective March 1, 2019 through December 31, 2019.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NOBEL SYSTEMS INC. FOR AUTO IMPOUND MANAGEMENT SOFTWARE FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA)

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

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Operating Account	PO #	Total Contract	Encumbrance
01-201-26-290-314	132661	\$55,000.00	\$15,000.00

Approved: *Peter Folgado* for: Peter Folgado, Director of Purchasing, February 14, 2019
 QPA, RPPO Date

PF/pv
2/11/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

*R.R.
2-15-19*

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NOBEL SYSTEMS INC. FOR AUTO IMPOUND MANAGEMENT SOFTWARE FOR THE DEPARTMENT OF PUBLIC WORKS THROUGH THE NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA)

Project Manager

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@icnj.org mvalenti@icnj.org

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

Contract Purpose

- ↓ The purpose is to provide the AIMS software to track the car impound.
- ↓ For the inventory of impounded vehicles.
- ↓ DPW spent about \$50,000.00 in 2018.

Cost (Identify all sources and amounts)

01-201-26-290-314 (Director Office Operating)
Contract Amount=\$55,000.00
Temporary Encumbrancy =\$15,000.00

Contract term (include all proposed renewals)


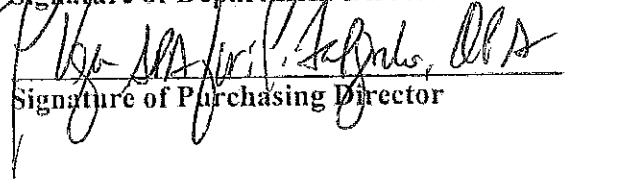
Contract is valid until 12/31/19.

Type of award Cooperative Agreement Contract (NCPA)

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

	02/11/19
Signature of Department Director	Date
	2/14/19
Signature of Purchasing Director	Date

CONTRACT INFO**Awarded Vendor:**

Nobel Systems

(/)

Contract Awarded:

Auto Impound Management

Contract Number:

05-07

Lead Agency:

Region 14 ESC

Contract Term:

5 year term, May 13, 2014 to May 31, 2019

*Option to renew for zero (0) additional one (1) year periods.

DUE DILIGENCE**Request for Proposal:**

[RFP for Auto Impound Management \(/Files/docs/Due%20Diligence/Auto%20Impound%20Management/RFP%20-%20Auto%20Impound%20Management.pdf\)](/Files/docs/Due%20Diligence/Auto%20Impound%20Management/RFP%20-%20Auto%20Impound%20Management.pdf)

Awarded Vendor Response:

[Nobel Systems' Response to RFP \(/Files/docs/Due%20Diligence/Auto%20Impound%20Management/Nobel%20Systems/Nobel%20Systems%20Response.pdf\)](/Files/docs/Due%20Diligence/Auto%20Impound%20Management/Nobel%20Systems/Nobel%20Systems%20Response.pdf)

Evaluation:

[Bid Tab & Request for RFP List \(/Files/docs/Due%20Diligence/Auto%20Impound%20Management/Auto%20Impound%20Management%20Evaluation.pdf\)](/Files/docs/Due%20Diligence/Auto%20Impound%20Management/Auto%20Impound%20Management%20Evaluation.pdf)

Award Letter:

[Region 14 Award Letter \(/Files/docs/Due%20Diligence/Auto%20Impound%20Management/Nobel%20Systems/Nobel%20Systems%20Award%20Letter.pdf\)](/Files/docs/Due%20Diligence/Auto%20Impound%20Management/Nobel%20Systems/Nobel%20Systems%20Award%20Letter.pdf)

**NCPA**

(/)

NOBEL SYSTEMS

<http://www.nobel systems.com>

(<http://www.nobel systems.com>)

OVERVIEW

Overview



Since 1984, NOBEL Systems® has delivered outstanding software services to a wide array of clients in the public and private sectors. Our team possesses a wealth of experience developing and implementing software solutions, web applications and IT solutions.

NOBEL Systems has been servicing local, county and state government agencies for over 20 years. We have developed a complete line of applications designed to meet the needs of government users responsible for auto impound management (AIM), fleet maintenance, government property, and recycling/sanitation management.

Our software solutions are cost effective and efficient. They utilize the benefits of cloud computing, allowing you to access your information from anywhere that has an internet connection, and controlled by simply using a secure, role-based login. Backed by our partnership with Rackspace® hosting, NOBEL offers the most secure and up-to-date technology to support our software and protect your data.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NOBEL COMPUTER SYSTEMS, INC.

Trade Name:

Address: 13 W. RIVER RD., SUITE A
RUMSON, NJ 07760

Certificate Number: 0506228

Effective Date: July 03, 1984

Date of Issuance: February 15, 2019

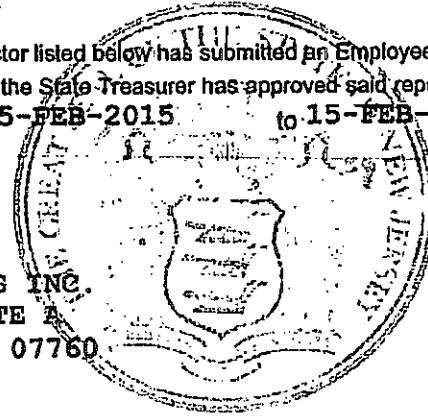
For Office Use Only:

20190215114011491

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2015** to **15-FEB-2022**

NOBEL COMPUTER SYSTEMS INC.
13 W. RIVER BEND, SUITE A
RUMSON NJ 07760



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that NOBEL Computer Systems, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 12-31-17 (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 NOBEL Computer Systems, 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 NOBEL Computer Systems, Inc.

Signed [Signature] Title: President

Print Name: Julia Pugliese Date: 1-24-19

State: NJ County: Ocean
Subscribed and sworn before me
this 24th day of Jan, 2019.

My Commission expires:

[Signature]
(Affiant)
Julia Pugliese
(Print name & title of affiant) (Corporate Seal)

[Signature]
DIANE DREXLER
Notary Public
State of New Jersey
My Commission Expires Oct. 20, 2019
I.D.# 2228760

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

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

Part I – Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Lena Baghdassarian	62 E. River Rd. Roseton, N.J 07160

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: NOBEL Computer Systems, Inc.
 Signature of Affiant: [Signature] Title: President
 Printed Name of Affiant: Lena Baghdassarian Date: 1-24-19
 State: NJ County: Union

Subscribed and sworn before me this 24 day of January 2019

My Commission expires:
10/10/19

DIANE DREXLER
Notary Public
State of New Jersey
My Commission Expires Oct. 20, 2019
I.D.# 2228760

[Signature]
(Witnessed or attested by)

(Seal)

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Arac Baghdassarian

Representative's Signature: [Signature]

Name of Company: NOBEL Computer Systems, Inc.

Tel. No.: 888-950-9550

Date: 1-22-17

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

The contractor and the Lillian B. [unclear] of NOBEL (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 performances 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): Lillian B. [unclear], President

Representative's Signature: [Signature]

Name of Company: NOBEL Computer Systems

Tel. No.: 878-950-9550

Date: 1-22-10

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-S29 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: NOBEL Computer Systems, INC.
Address: 13 W. River Rd Suite A Rumson, NJ
Telephone No.: 888-950-9550 07760
Contact Name: Levon Baghdassarian

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : MOBE computer systems
Address : 13 W. River Rd. Suite A
Telephone No. : 888-950-9550
Contact Name : Luzo Baghdadian

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

Woman Business Enterprise

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

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

City Clerk File No. Res. 19-158

Agenda No. 10.Z

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VENIERO LOCK & SAFE COMPANY LLC FOR LOCKSMITH SUPPLIES AND REPAIR SERVICES CITY-WIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDING & STREETS MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, locksmith supplies and repair services are needed for all City offices throughout the year; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes, including one from Veniero Lock & Safe Company LLC, 809 Westside Avenue, Jersey City, New Jersey 007304 in the total amount of thirty eight thousand dollars (\$38,000.00); and

WHEREAS, the Purchasing Director believes the proposal of Contractor attached hereto, to be most advantageous, price and other factors considered; and

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

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

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

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

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

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

Account	PO #	Total Contract	Temp Encumbrance
01-201-26-291-211	132098	\$38,000.00	\$6,000.00

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

1. A contract award to Veniero Lock & Safe Company LLC in the amount of \$38,000.00 for locksmith supplies and repair services is authorized.
2. The term of the contract will be for a one year term commencing January 25, 2019 through December 31, 2019.
3. Upon certification by an official or employee of the City authorized to administer the contract, the services have been performed and that the requirements of the contract met, then payment to the Contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continue on page 2)

City Clerk File No. Res. 19-158

Agenda No. 10.2

FEB 27 2019

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VENIERO LOCK & SAFE COMPANY LLC FOR LOCKSMITH SUPPLIES AND REPAIR SERVICES CITY-WIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDING & STREETS MAINTENANCE

- 4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.
- 5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

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

Account	PO #	Total Contract	Temp Encumbrance
01-201-26-291-211	132098	\$38,000.00	\$6,000.00

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

January 10, 2019
Date

PF/pv
1/10/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
1-11-19

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Rofando 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 VENIERO LOCK & SAFE LLC FOR LOCKSMITH SUPPLIES AND REPAIR SERVICES CITY-WIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDING & STREETS MAINTENANCE

Project Manager

Department/Division	DPW	Buildings and Street
Name/Title	Doug Carlucci	Director
Phone/email	201-547-4432	dcarlucci@jcnj.org

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

Contract Purpose

- ↓ To provide various locks, key replacement citywide.
- ↓ Includes the Annex facility.
- ↓ Local Jersey City vendor.
- ↓ DPW spent about \$36,000.00 in 2018.

Cost (Identify all sources and amounts)

01-201-26-291-211 (Buildings Operating)
Total Contract amount=\$38,000.00
Temporary Encumbrance =\$6,000.00

Contract term (include all proposed renewals)

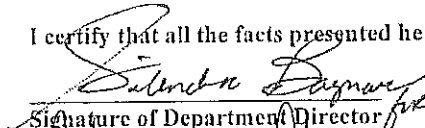
01/25/19 to 12/31/19.

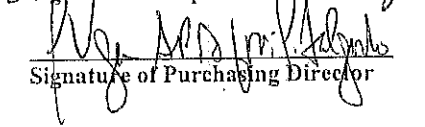
Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

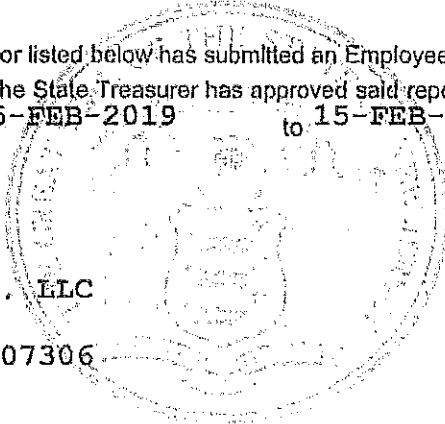

Signature of Department Director 01/10/19
Date


Signature of Purchasing Director 1/10/19
Date

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-FEB-2019~~ to ~~15-FEB-2026~~



VENIRO LOCK & SAFE CO., LLC
809 WEST SIDE AVE.
HUDSON

NJ 07306



A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

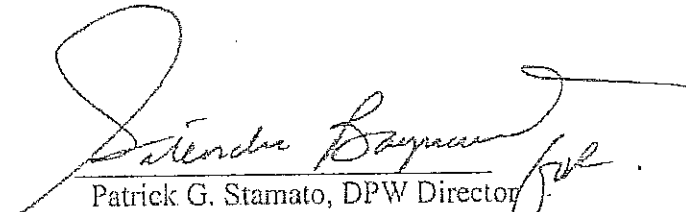
DETERMINATION OF VALUE CERTIFICATION

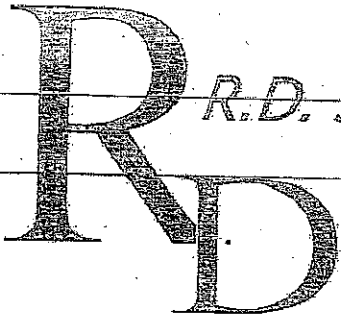
I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for various locks and key replacement Citywide.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Veniero Lock and Safe.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

01/10/19

Date


Patrick G. Stamato, DPW Director



R.D. SALES Door and Hardware, LLC.

220 WEST PARKWAY UNIT #3
POMPTON PLAINS N.J. 07444

Tel: 973-248-1222 Fax 973-248-1220

www.rdsalesllc.com Sales@RDSalesllc.com

Bergen County Bid Proposal 18-58.1
Price Information sheets 9/17/18.

Current Catalogs:

Von Duprin 25%

Schiage 25%

LCN 25%

Sargent 25%

Corbin 25%

Norton 25%

Ives 25%

Kaba Simplex 25%

Kwickset 25%

Hagar 25%

Select Hinges 25%

PDQ 25%

Jon Kline 9/17/18

Jon Kline
Managing Member

CATALOG BID: LOCKS, SUPPLIES, EQUIPMENT AND SERVICES

HOURLY PRICING SHEET

ITEM #	<u>WORK HOUR CATEGORY</u>	<u>HOURLY PRICING</u>
1.	LOCKSMITH SERVICES PER HOUR, DURING FIRST EIGHT (8) HOURS OF REGULAR WORK DAY, 8:00 AM - 5:00 PM MONDAY - FRIDAY	\$ 92.00
2.	LOCKSMITH SERVICES PER HOUR, BEFORE OR AFTER FIRST EIGHT (8) HOURS OF REGULAR WORK DAY, MONDAY - FRIDAY AND ALL HOURS SATURDAY	\$ 130.00
3.	LOCKSMITH SERVICES PER HOUR - ALL HOURS SUNDAYS AND HOLIDAYS	\$ 150.00

NOTE: PROPOSALS SHOWING ANY ERASURE ALTERATIONS MUST BE INITIALED BY BIDDER IN INK. ALTERED ITEMS NOT INITIALED WILL NOT BE CONSIDERED FOR AWARD.

COMPANY NAME RD Sales Dist and Hardware, LLC

AUTHORIZED SIGNATURE Jon Klise DATE 9/17/18

I DECLARE THAT I HAVE READ AND AGREE WITH THE PRICING SUBMITTED ON THE PRICE SHEET(S) CONTAINED IN THE BID PACKAGE JPK (INITIAL).

LOCKS, SUPPLIES, & EQUIPMENT, ELECTRONIC/MECHANICAL

(REQUIREMENTS FOR A 24 MONTH PERIOD)

USING AGENCIES: All County of Bergen Using Agencies shall be permitted to utilize this contract on an as needed basis, including CO-OP Participants.

THE COUNTY OF BERGEN DOES NOT GUARANTEE ANY DOLLAR AMOUNT OR QUANTITY TO THE AWARDED VENDOR(S), AND SHALL RESERVE THE RIGHT TO MAKE PURCHASES ON AN AS NEEDED BASIS.

BIDDER MUST SUBMIT TWO (2) COPIES OF CURRENT CATALOG(S) WITH THEIR SUBMITTAL.

VENDOR INFORMATION:

Bidder's Name: R.D. SALES DOOR AND HARDWARE LLC

Address: 220 WEST PARKWAY UNIT #3, POMPTON PLAINS, NJ 07444

Telephone Number: (973) 248-1222

Fax Number: (973) 248-1220

E-Mail Address: SALES@RDSALESLLC.COM

ORDERING INFORMATION:

Vendor Contact Person: JON KLINE

(Person to whom orders are to be placed)

Telephone Number: (973) 248-1222

Fax Number: (973) 248-1220

E-Mail Address: SALES@RDSALESLLC.COM

BID #18-58.1

CATALOG BID: LOCKS, SUPPLIES, EQUIPMENT AND SERVICES
HOURLY PRICING SHEET

ITEM #	<u>WORK HOUR CATEGORY</u>	<u>HOURLY PRICING</u>
1.	LOCKSMITH SERVICES PER HOUR, DURING FIRST EIGHT (8) HOURS OF REGULAR WORK DAY, 8:00 AM - 5:00 PM MONDAY - FRIDAY	85 \$
2.	LOCKSMITH SERVICES PER HOUR, BEFORE OR AFTER FIRST EIGHT (8) HOURS OF REGULAR WORK DAY, MONDAY - FRIDAY AND ALL HOURS SATURDAY	115 \$
3.	LOCKSMITH SERVICES PER HOUR - ALL HOURS SUNDAYS AND HOLIDAYS	140 \$

NOTE: PROPOSALS SHOWING ANY ERASURE ALTERATIONS MUST BE INITIALED BY BIDDER IN INK. ALTERED ITEMS NOT INITIALED WILL NOT BE CONSIDERED FOR AWARD.

COMPANY NAME Main Lock Inc

AUTHORIZED SIGNATURE [Signature] DATE 9/11/18

I DECLARE THAT I HAVE READ AND AGREE WITH THE PRICING SUBMITTED ON THE PRICE SHEET(S) CONTAINED IN THE BID PACKAGE M-L (INITIAL).

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Main Lock Inc

Correspondence Address (including zip code):
Main Lock Inc
762 Main Street
Hackensack NJ 07601

Purchase Order Address (including zip code):
Main Lock Inc
762 Main Street
Hackensack NJ 07601

Payment Address (including zip code):
Main Lock Inc
762 Main Street
Hackensack NJ 07601

Telephone Number (including area code): (201) 342 8530

Email Address: mainlockshop@aol.com

Fax Number (including area code): (201) 342 8618

Employer I.D. # or S.S. #:

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: VENIERO LOCK & SAFE COMPANY LLC
Trade Name:
Address: 809 WESTSIDE AVENUE
JERSEY CITY, NJ 07306-6601
Certificate Number: 1300354
Effective Date: February 06, 2007
Date of Issuance: January 10, 2019

For Office Use Only:
20190110110710896

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Paul Veriero OWNER

Representative's Signature: Paul Veriero

Name of Company: VERIERO LOCK + SAFE CO LLC

Tel. No.: 201-332-8743 Date: 10/3/18

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

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

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

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

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

Representative's Name/Title Print): Paul Veniero
Representative's Signature: *Paul Veniero*
Name of Company: Veniero Lock + Safe Co LLC
Tel. No.: 201-372-8943 Date: 11/5/18

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Veniero Lock & Safe Co LLC
Address: 809 West Side Ave
Telephone No.: 201-332-8943
Contact Name: Paul Veniero

Please check applicable category:

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

Definitions

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Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Veniamo Lock & SAE Co LLC
Address : 809 West Side Ave
Telephone No. : 201-330-8943
Contact Name : Paul Veniamo

Please check applicable category :

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

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

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Woman Business Enterprise

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

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Veniro Lock + SAR Co LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Veniro Lock + SAR Co LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Veniro Lock + SAR Co LLC

Signed Paul Veniro Title: owner

Print Name Paul Veniro Date: 11/5/18

Subscribed and sworn before me
this 5th day of Nov, 2018.
My Commission expires:

ASSIA WILSON
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50072816
(Print name & title of Affiant) (Corporate Seal)
Commission Expires 11/5/2022

Assia Wilson
11/5/2018

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

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

Part I – Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

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

Name of Business Entity: Veniceo Truck & Sale Co LLC
 Signature of Affiant: [Signature] Title: Owner
 Printed Name of Affiant: Past Veniceo Date: 11/5/18

Subscribed and sworn before me this 5th day of November, 2018
 My Commission expires: _____

(Witnessed by)
ASSIA WILSON
 NOTARY PUBLIC OF NEW JERSEY
 Comm. # 50072816
 My Commission Expires 11/5/2022

*Assia
 Wilson
 11/5/2018*

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE

VENIERO LOCK & SAFE COMPANY LLC
0600287543

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for VENIERO LOCK & SAFE COMPANY LLC was submitted on 01/09/2018 for the year: 2017

Registered Agent and Office

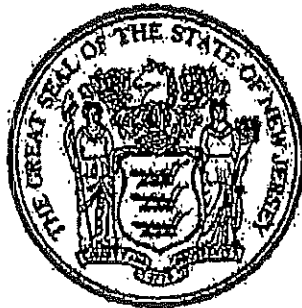
SALVATORE L. VENIERO
809 WESTSIDE AVENUE
JERSEY CITY, NJ 07306

Main Business Address

809 WESTSIDE AVENUE
JERSEY CITY, NJ 07306

Officers and Directors

MANAGING MEMBER
SALVATORE L. VENIERO
308 PAGE AVENUE
LYNDHURST, NJ 07071



IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
9th day of January, 2018

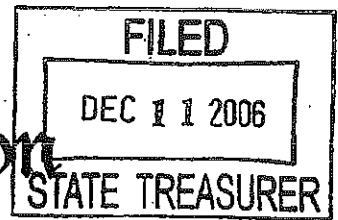
Handwritten signature of Ford M. Scudder.

Ford M. Scudder
State Treasurer

Certificate Number: 2106940927
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Certificate of Formation

Limited Liability Company



for

VENIERO LOCK & SAFE COMPANY LLC

THIS IS TO CERTIFY THAT there is hereby organized a Limited Liability Company under and by virtue of the New Jersey Limited Liability Company Act (N.J.S.A. 42: 2B-1 et seq.).

FIRST: The name of the Limited Liability Company is Veniero Lock & Safe Company LLC.

SECOND: The purpose for which this Limited Liability Company is organized is to engage in any activity within the purposes for which Limited Liability Companies may be formed pursuant to the New Jersey Limited Liability Company Act.

THIRD: The name and address of the registered agent is Salvatore L. Veniero, 809 Westside Avenue, Jersey City, New Jersey, 07306.

FOURTH: The Limited Liability Company shall have at least one member.

FIFTH: The duration of the Limited Liability Company is perpetual.

In Witness Whereof, the undersigned has been authorized to sign this Certificate of Formation this 30th day of November, 2006.



JOSEPH V. DACCHILLE, ESQUIRE

Wildstein, Wildstein & Dacchille, P.A.
17 Academy Street
Newark, New Jersey, 07102

0600287543

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

City Clerk File No. Res. 19-159

Agenda No. 10.Z.1

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNITED ROTARY BRUSH CORP. TO PROVIDE STREET SWEEPER BROOMS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Automotive Maintenance need street sweeper brooms to keep them functional; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires a City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, United Rotary Brush Corp., 8150 Business Way, Plain City, Ohio 43064 is in possession of State contract A85860, indicating they will provide will street sweeper brooms for a total contract amount of seventy five thousand dollars (\$75,000.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-26-315-310	132657	A85860	\$75,000.00	\$15,000.00

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 award to United Rotary Brush Corp. in the amount of \$75,000.00 for street sweeper brooms is authorized.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
3. The term of the contract shall be effective February 28, 2019 through December 31, 2019.
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 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO UNITED ROTARY BRUSH CORP. TO PROVIDE STREET SWEEPER BROOMS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

I, Elizabeth Castillo, Elizabeth Castillo, Acting 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	Encumbrance
01-201-26-315-310	132657	A85860	\$75,000.00	\$15,000.00

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

February 14, 2018
Date

PF/pv
2/14/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
2-15-19

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMEN	✓		
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. Xavarró, 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 UNITED ROTARY BRUSH CORPORATION TO PROVIDE STREET SWEEPER BROOMS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

Project Manager

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@jenj.org mvalenti@jenj.org

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

- ↓ To provide various street sweepers brooms.
- ↓ For 24 street sweepers.
- ↓ State Contract number # 85860.
- ↓ DPW spent about \$65,000.00 in 2018.

Cost (Identify all sources and amounts)

01-201-26-315-310 (Automotive Operating)
Total contract amount =\$75,000.00
Temporary Encumbrancy =\$15,000.00

Contract term (include all proposed renewals)

02/28/19 to 12/31/19.

Type of award

State Contract

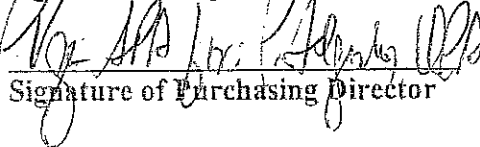
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

02/14/19
Date


Signature of Purchasing Director

2/14/19
Date

**Notice of Award
Term Contract(s)**

**T-2188
PARTS & REPAIRS FOR ROAD MAINTENANCE
EQUIPMENT**

Vendor Information
By Vendor
By Item
RFP Documents
Email to BRYAN BIRCHMETER

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

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-2188
Contract #:	VARIOUS
Contract Period:	FROM: 01/30/14 TO: 01/29/20

Order Fax:	631-244-8661
Contract#:	85856
Expiration Date:	01/29/20
Terms:	NONE
Delivery:	15 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	UNITED ROTARY BRUSH CORPORATIO 15607 WEST 100TH TERRACE LENEXA, KS 66219
Contact Person:	MATTHEW STEWART
Contact Phone:	800-851-5108
Order Fax:	913-541-8310
Contract#:	85860
Expiration Date:	01/29/20
Terms:	NONE
Delivery:	3 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	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:	01/29/20
Terms:	NONE
Delivery:	45 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO

	(GROUP 89) REGION SERVED: STATEWIDE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
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: UNITED ROTARY BRUSH CORPORATION **Contract Number:** 85860

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 765-75-063238 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) NON-OEM PARTS (GROUP 46) BRAND: NEWARK BRUSH CO. REGION SERVED: NORTH	1.000	LOT	5.00%	N/A

Vendor: 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)	1.000	LOT	NET	N/A



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

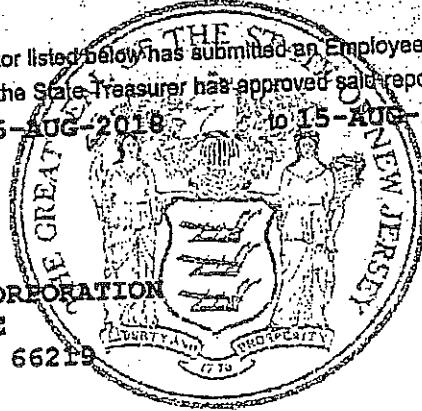
Taxpayer Name: UNITED ROTARY BRUSH CORPORATION
Trade Name:
Address: 15607 WEST 100TH TERRACE
LENEXA, KS 66219-1362
Certificate Number: 0093232
Effective Date: January 04, 1993
Date of Issuance: February 14, 2019

For Office Use Only:
20190214095718020

Certification 14067

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-2019~~ to ~~15-AUG-2021~~



UNITED ROTARY BRUSH CORPORATION
15607 W. 100TH TERRACE
LENEXA KS 66219



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

2019

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Andrew Morris

Representative's Signature: [Signature]

Name of Company: United Rotary Brush Corporation

Tel. No.: 800-851-5108 Date: 11/15/18

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

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

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

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

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

Representative's Name/Title Print: Andrew Morris, Marketing Manager
Representative's Signature: [Signature]
Name of Company: United Rotary Bank Corporation
Tel. No.: 900-851-5108 Date: 11/15/18

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : United Rotary Bush Corporation
Address : 15607 W 100th Ter, Lenexa, KS 66219
Telephone No. : 800-851-5108
Contact Name : Drew Morris

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: United Rotary Brush Corporation
Address: 15607 W 10th Ter, Lenexa, KS 66219
Telephone No.: 800-851-5108
Contact Name: Drew Morris

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. 19-160

Agenda No. 10.Z.2

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO W.E. TIMMERMAN COMPANY, INC. TO PROVIDE AND REPAIRS OF STREET SWEEPERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Automotive Maintenance need parts and repairs for its 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 a 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, indicating they will provide will provide street sweepers parts and repairs for a total contract amount of two hundred fifty thousand dollars (\$250,000.00); and

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

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-26-315-310	132656	A85857	\$250,000.00	\$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 award to W.E. Timmerman Company Inc. in the amount of \$250,000.00 for street sweepers parts and repairs is authorized.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
3. The term of the contract shall be effective February 28, 2019 through December 31, 2019.
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 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. Res. 19-160

Agenda No. 10.Z.2 **FEB 27 2019**

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO W.E. TIMMERMAN COMPANY, INC. TO PROVIDE AND REPAIRS OF STREET SWEEPERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE

I, Elizabeth Castillo, Elizabeth Castillo, Acting 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	Encumbrance
01-201-26-315-310	132656	A85857	\$250,000.00	\$30,000.00

Approved by:

Peter Folgado
Peter Folgado, Director of Purchasing
RPPO, QPA

February 14, 2018
Date

PF/pv
2/14/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
2-15-19

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO W.E. TIMMERMAN COMPANY, INC. TO PROVIDE PARTS AND REPAIRS OF STREET SWEEPERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

Project Manager

Department/Division	DPW	Automotive
Name/Title	Hector Ortíz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@icnj.org mvalenti@icni.org

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

- ⚡ To provide various street sweeper parts.
- ⚡ For 24 street sweepers.
- ⚡ State Contract number # 85857.
- ⚡ DPW spent about \$220,000.00 in 2018.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

01-201-26-315-310 (Automotive Operating)
Total contract amount =\$250,000.00
Temporary Encumbrancy =30,000.00

02/28/19 to 12/31/19.

Type of award

If "Other Exception", enter type

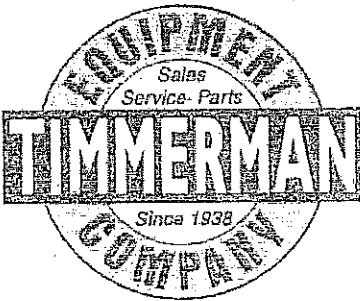
Additional Information

I certify that all the facts presented herein are accurate.

[Signature]
 Signature of Department Director
 Date

[Signature]
 Signature of Purchasing Director
 Date

PO Box 71 • Whitehouse, NJ 08888



908-534-4126 • fax 908-534-2320


November 12, 2018

Martin J. Valenti
Director of Automotive
Jersey City Department of Public Works
13 Linden Ave
Jersey City NJ 07305

Dear Mr. Valenti,

Enclosed you will find the completed paperwork that was recently requested. If I may be of further service, please feel free to contact me.

Warm regards,


Pamala Kuharik
Office Manager

Search

ion of Purchase and Property
does not support script

**Notice of Award
Term Contract(s)**

**T-2188
PARTS & REPAIRS FOR ROAD MAINTENANCE
EQUIPMENT**

Vendor Information
By Vendor
By Item
RFP Documents
Email to BRYAN BIRCHMEIER

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to
view all documents)**

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-2188
Contract #:	VARIOUS
Contract Period:	FROM: 01/30/14 TO: 01/29/20

Order Fax:	631-244-8661
Contract#:	85856
Expiration Date:	01/29/20
Terms:	NONE
Delivery:	15 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	UNITED ROTARY BRUSH CORPORATIO 15607 WEST 100TH TERRACE LENEXA, KS 66219
Contact Person:	MATTHEW STEWART
Contact Phone:	800-851-5108
Order Fax:	913-541-8310
Contract#:	85860
Expiration Date:	01/29/20
Terms:	NONE
Delivery:	3 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	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:	01/29/20
Terms:	NONE
Delivery:	45 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO

	(GROUP 89) REGION SERVED: STATEWIDE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
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: UNITED ROTARY BRUSH CORPORATION **Contract Number:** 85860

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00081	COMM CODE: 765-75-063238 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) NON-OEM PARTS (GROUP 46) BRAND: NEWARK BRUSH CO. REGION SERVED: NORTH	1.000	LOT	5.00%	N/A

Vendor: 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)	1.000	LOT	NET	N/A

	REGION SERVED: STATEWIDE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00066	<p>COMM CODE: 913-71-063134 [CONSTRUCTION SERVICES, HEAVY, INCLUDING ...]</p> <p>ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) ATHEY/MOBIL BRAND OEM REPAIRS (GROUP 38)</p> <p>REGION SERVED: STATEWIDE</p>	1.000	HRATE	N/A	\$121.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00067	<p>COMM CODE: 765-75-063026 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)]</p> <p>ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) ELGIN BRAND OEM PARTS (GROUP 39)</p> <p>REGION SERVED: STATEWIDE</p>	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00068	<p>COMM CODE: 913-71-063135 [CONSTRUCTION SERVICES, HEAVY, INCLUDING ...]</p> <p>ITEM DESCRIPTION: SWEEPERS (CATEGORY 6) ELGIN BRAND OEM REPAIRS (GROUP 39)</p> <p>REGION SERVED: STATEWIDE</p>	1.000	HRATE	N/A	\$121.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00087	<p>COMM CODE: 210-07-063042 [CONCRETE AND METAL PRODUCTS, CULVERTS,...]</p> <p>ITEM DESCRIPTION: CATCH BASIN CLEANERS (CATEGORY 8) AQUATECH BRAND OEM PARTS</p>	1.000	LOT	NET	N/A

	(GROUP 51) REGION SERVED: STATEWIDE				
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
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 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: February 14, 2019

For Office Use Only:
20190214110046273

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Edward K. Bixby, President

Representative's Signature: _____

Name of Company: W. E. Timmerman Co., Inc.

Tel. No.: 908-534-4126

Date: 11/12/2018

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 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: Edward K. Bixby, President
Representative's Signature: _____
Name of Company: W. E. Timmerman Co., Inc.
Tel. No.: 908-534-4126 Date: 11/12/2018

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : W. E. Timmerman Co., Inc.
Address : PO Box 71, Whitehouse, NJ 08888
Telephone No. : 908-534-4126
Contact Name : Edward K. Bixby

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 : W. E. Timmerman Co., Inc.
Address : PO Box 71, Whitehouse, NJ 08888
Telephone No. : 908-534-4126
Contact Name : Edward K. Bixby

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.

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

Woman Business Enterprise

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

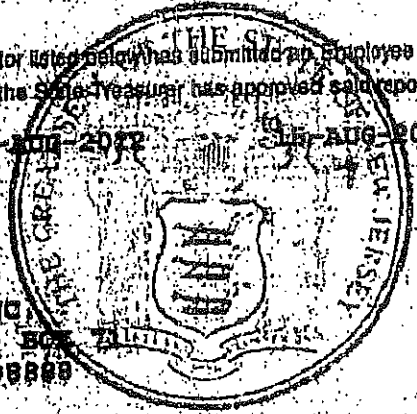
OFFICE OF EQUAL OPPORTUNITY COPY

Certification 5180

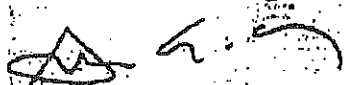
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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-2012 to 15-AUG-2019



H. F. TOMMERMAN CO., INC.
3854 WTC 22 WOOD, P.O. BOX 21111
WILMINGTON NJ 08899


Andrew P. Blideman-Erlstoff
State Treasurer

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

City Clerk File No. Res. 19-161

Agenda No. 10.Z.3

Approved: FEB 27 2019

TITLE:



RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH BIANCAMANO & DISTEFANO, P.C. TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City issued a Request for Qualifications for these services and is awarding the contract under the Fair and Open provisions of the Pay-to-Play Law, N.J.S.A. 1944A-20-4 et seq.; and

WHEREAS, Biancamano & DiStefano, P.C. possesses the skills and expertise to perform these services; and

WHEREAS, Biancamano & DiStefano, P.C. agrees to provide these services at the rate of \$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation becomes necessary for worker's compensation cases; and

WHEREAS, for a given matter, Biancamano & DiStefano, P.C. shall submit an affidavit setting forth its time and services performed; and

WHEREAS, Biancamano & DiStefano, P.C. 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, this contract is awarded pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection;

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

1. The award of a one (1) year professional services contract effective as of January 1, 2019 with Biancamano & DiStefano, P.C. for a total contract amount not to exceed \$50,000.00 is ratified;
2. The award of this contract is subject to the condition that Biancamano & DiStefano, P.C. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH BIANCAMANO & DISTEFANO, P.C. TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY

- 3. 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;
- 4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto shall be placed on file with this resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I hereby certify that there are sufficient funds available in account 19-01-201-23-210-312 for the payment of this resolution. Temporary encumbrance \$25,000.00.

PO No.: 132601

Elizabeth Castillo
Elizabeth Castillo, CFO

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
2-14-19

APPROVED: [Signature]

Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH BIANCAMANO & DISTEFANO, P.C. TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY.

Project Manager

Department / Division	ADMINISTRATION	RISK MANAGEMENT
Name / Title	MATT HOGAN	RISK MANAGER
Phone / E-Mail	201-547-5034	MATTHEW@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 DEFENSE COUNSEL SERVICES FOR WORKER'S COMPENSATION CLAIMS FILED AGAINST THE CITY OF JERSEY CITY.

Cost (Identify all sources and amounts)

\$50,000.00
INSURANCE ALL DEPARTMENTS:
01-201-23-210-312

Contract term (include all proposed renewals)

ONE (1) YEAR
EFFECTIVE: 01/01/2019 TO 12/31/2019

Type of award

FAIR & OPEN (PROFESSIONAL SERVICES)

If "Other Exception", enter type

Additional Information

BIANCAMANO & DISTEFANO, P.C. RESPONDED TO THE LAW DEPARTMENT'S LATEST REQUEST FOR QUALIFICATIONS AND IS QUALIFIED AS WORKER'S COMPENSATION DEFENSE COUNSEL.

I certify that all the facts presented herein are accurate.



Signature of Division Director

2/11/19

Date



Signature of Department Director

2/26/19

Date

AGREEMENT

This Agreement dated the ____ day of _____, 20__ between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and the firm of **Biancamano & DiStefano, P.C.** ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth herein, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent the City of Jersey City in the defense of a portion of pending worker's compensation claim petitions filed against the City. Special Counsel shall be responsible for the scheduling of all permanency examinations in connection with each claim petition. The City's Office of Risk Management must first approve Special Counsel's choice of physician. If the Risk Manager does not approve the selection of physician, Special Counsel shall use the physician designated by the Risk Manager. Special Counsel shall also perform all clerical functions in connection with each claim petition filed. These functions shall be mutually agreeable between the City and Special Counsel.

Term

The term of this agreement is one (1) year effective as of January 1, 2019.

Consideration

A. For the above services, Special Counsel shall be compensated at a flat fee of **One Thousand Five Hundred Dollars (\$1,500)** per petition which will include up to two (2) court appearances. The City shall pay Special Counsel for additional appearances after the

initial two (2) court appearances at a rate of **One Hundred Twenty-Five Dollars (\$125.00)** per hour for a maximum of an additional **One Thousand Five Hundred Dollars (\$1,500)**.

Special Counsel agrees that for the stipulated fee, it will represent the City on all referred worker's compensation claims until each is concluded, for a maximum fee of **Three Thousand Dollars (\$3,000)** per case.

The total amount of this agreement shall not exceed **Fifty Thousand Dollars (\$50,000)**.

B. **Special Counsel** shall provide a monthly statement for services rendered and the conclusion of each case to the Corporation Counsel. The statement of services shall specify in detail the time spent on these services.

C. The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. The City

reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

Insurance

The City will require a Certificate of Insurance prior to commencement of the agreement as follows:

- (a) proof of Worker's Compensation in the statutory amount;
- (b) General Liability of no less than \$1 Million per occurrence and \$2 Million in aggregate naming the City of Jersey City as an additional insured;
- (c) Umbrella/Excess Liability of at least \$1 Million on a follow form basis; and
- (d) Professional Liability of no less than \$2 Million per claim and in aggregate.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et 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.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special 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 one year commencing on the date the contract is executed by city officials.

Affirmative Action Plan

(A) If the contract exceeds \$40,000, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$40,000).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

City of Jersey City Contractor Pay-to-Play Reform Ordinance

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The **Special Counsel**, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will **Special Counsel**, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

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 **Special Counsel** either did not retain the services of a lobbyist to lobby on behalf of the **Special Counsel** for the award of this contract, or if a lobbyist was retained by the **Special Counsel** for such purposes, the **Special Counsel'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.

Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5(e), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Brian Platt
Business Administrator

Witness:

BIANCAMANO & DISTEFANO, P.C.

COPY

REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.

CITY OF JERSEY CITY

PROJECT: Workers' Compensation Law Services

RESPONDENT: BIANCAMANO & Di STEFANO, P.C.

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized	CMB	
B. Statement of Ownership Disclosure	CMB	
C. Mandatory Affirmative Action Language	CMB	
D. Disclosure of Investment Activities in Iran	CMB	
E. Employee Information Report. Submit one of the three forms: (1.) Copy of Letter of Federal Approval, valid for one year from the date of issuance. (2.) Copy of Certificate of Employee Information Report, must be renewed prior to their expiration date in order to remain valid. (3.) Copy of Initial Employee Report, Form AA-302, if first time doing business with Jersey City. Original must be submitted to the State with a check or money order for \$150.00 made payable to "Treasurer, State of NJ."	CMB	
F. Americans with Disabilities Act	CMB	
G. MWBE Questionnaire Forms (2 Copies)	CMB	
H. Business Registration Certificate	CMB	
I. Letter of Qualification	CMB	
J. Letter of Intent	CMB	
K. Hourly Rate	CMB	
L. Certification of Compliance (Ord. 08-128)	CMB	
M. Original signature(s) on all required forms.	CMB	

Item A. Non-Collusion Affidavit

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am President

of the firm of BIANCAMANO & Di STEFANO, P.C.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-25)

(Signature of respondent) Joseph V. Biancamano

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY June 18 OF 2018

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) Mary Beth Nagy **MARY B NAGY**
ID # 50451

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 20

NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 28, 2020

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Item B. Statement of Ownership Disclosure

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Biancamano & Di Stefano, P.C.

Organization Address: Executive Plaza, Suite 300, 10 Parsonage Road, Edison, NJ 08837

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list on the following page contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST ON THE NEXT PAGE IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Joseph V. Biancamano	40 Stamford Place, Glen Ridge, NJ 07026

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

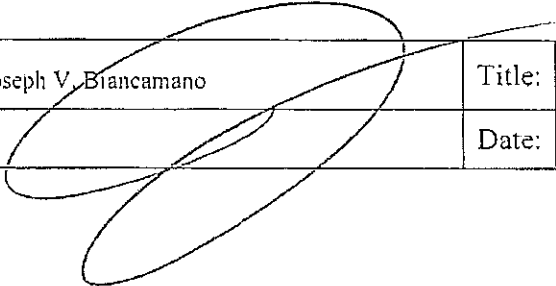
Full Name (Print):	Joseph V. Biancamano	Title:	President
Signature:		Date:	June 18, 2018

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: AA362 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAL, FEO 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, CCAL, FEO 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 V. Biancamano, President

Representative's Signature: [Signature]

Name of Company: Biancamano & Di Stefano, P.C.

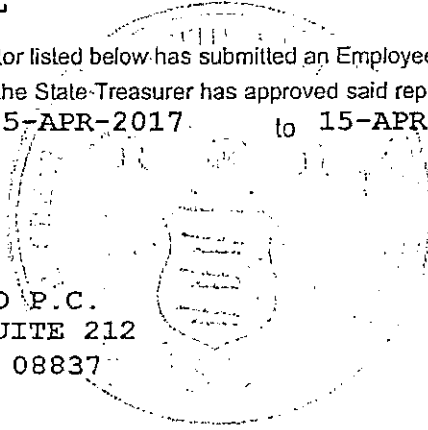
Tel. No.: (732) 549-0220 Date: 6/18/18

Certification 35336

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-2020**

BIANCAMANO & DISTEFANO P.C.
10 PARSONAGE ROAD SUITE 212
EDISON NJ 08837



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER
State Treasurer

Item F. Americans with Disabilities Act

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

The contractor and the law firm of Di Stefano, P.C. (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: Joseph V. Biancamano
Representative's Signature: _____
Name of Company: Biancamano & Di Stefano, P.C.
Tel. No.: 732-549-0220 Date: June 18, 2018

Item G. MWBE Questionnaire Forms (2 Copies)

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 : Biancamano & Di Stefano, P.C.

Address : Executive Plaza, 10 Parsonage Road, Suite 300, Edison, NJ 08837

Telephone No. : 732-549-0220

Contact Name : Joseph V. Biancamano

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: Biancamano & Di Stefano, P.C.
Address: Executive Plaza, 10 Parsonage Road, Suite 300, Edison, NJ 08837
Telephone No.: 732-549-0220
Contact Name: Joseph V. Biancamano

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

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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

Item L. Certification of Compliance (Ord. 08-128)

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 Biancamano & Di Stefano, P.C. (name of business entity) has not made any reportable contributions in the ****one-year period preceding July 20, 2018** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Biancamano & Di Stefano, P.C. (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: BIANCAMANO & Di STEFANO, P.C.

Signed [Signature]
Print Name Joseph V. Biancamano

Title: President
Date: June 18, 2018
MARY BETH NAGY
ID # 50451
NOTARY PUBLIC
STATE OF NEW JERSEY
Commission Expires March 28, 2020

Subscribed and sworn before me
this 18th day of June, 2018.
My Commission expires:

Mary Beth Nagy
Mary Beth Nagy, Notary Public of New Jersey (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.**

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

City Clerk File No. Res. 19-162

Agenda No. 10.Z.4

Approved: FEB 27 2019

TITLE:



RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH CHASAN LAMPARELLO MALLON & CAPPUZZO, PC TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City issued a Request for Qualifications for these services and is awarding the contract under the Fair and Open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20-4 et seq.; and

WHEREAS, Chasan Lamparello Mallon & Cappuzzo, PC possesses the skills and expertise to perform these services; and

WHEREAS, Chasan Lamparello Mallon & Cappuzzo, PC agrees to provide these services at the rate of \$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation becomes necessary for worker's compensation cases; and

WHEREAS, for a given matter, Chasan Lamparello Mallon & Cappuzzo, PC shall submit an affidavit setting forth its time and services performed; and

WHEREAS, Chasan Lamparello Mallon & Cappuzzo, PC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, this contract is awarded pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection;

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

1. The award of a one (1) year professional services contract effective as of January 1, 2019 with Chasan Lamparello Mallon & Cappuzzo, PC for a total contract amount not to exceed \$50,000.00 is ratified;
2. The award of this contract is subject to the condition that Chasan Lamparello Mallon & Cappuzzo, PC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH CHASAN LAMPARELLO MALLON & CAPPUZZO, PC TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY

- 3. 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;
- 4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto shall be placed on file with this resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I hereby certify that there are sufficient funds available in account 19-01-201-23-210-312 for the payment of this resolution. Temporary encumbrance \$25,000.00.

PO No.: 132603

Elizabeth Castillo
Elizabeth Castillo, CFO

APPROVED: _____

APPROVED AS TO LEGAL FORM

RR
2-11-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr.
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 RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH CHASAN LAMPARELLO MALLON & CAPPUZZO, PC TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY.

Project Manager

Department / Division	ADMINISTRATION	RISK MANAGEMENT
Name / Title	MATT HOGAN	RISK MANAGER
Phone / E-Mail	201-547-5034	MATTHEW@JCNJ.ORG

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

Contract Purpose

TO PROVIDE DEFENSE COUNSEL SERVICES FOR WORKER'S COMPENSATION CLAIMS FILED AGAINST THE CITY OF JERSEY CITY.

Cost (Identify all sources and amounts)

\$50,000.00
INSURANCE ALL DEPARTMENTS:
01-201-23-210-312

Contract term (include all proposed renewals)

ONE (1) YEAR
EFFECTIVE: 01/01/2019 TO 12/31/2019

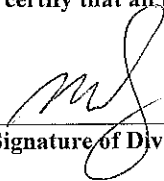
Type of award FAIR & OPEN (PROFESSIONAL SERVICES)

If "Other Exception", enter type

Additional Information

CHASAN LAMPARELLO MALLON & CAPPUZZO, PC RESPONDED TO THE LAW DEPARTMENT'S LATEST REQUEST FOR QUALIFICATIONS AND IS QUALIFIED AS WORKER'S COMPENSATION DEFENSE COUNSEL.

I certify that all the facts presented herein are accurate.



Signature of Division Director

2/11/19

Date

Signature of Department Director

Date

AGREEMENT

This **Agreement** dated the ____ day of _____, 20__ between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and the firm of **Chasan Lamparello Mallon & Cappuzzo, PC** ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth herein, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent the City of Jersey City in the defense of a portion of pending worker's compensation claim petitions filed against the City. **Special Counsel** shall be responsible for the scheduling of all permanency examinations in connection with each claim petition. The City's Office of Risk Management must first approve **Special Counsel's** choice of physician. If the Risk Manager does not approve the selection of physician, **Special Counsel** shall use the physician designated by the Risk Manager. **Special Counsel** shall also perform all clerical functions in connection with each claim petition filed. These functions shall be mutually agreeable between the City and **Special Counsel**.

Term

The term of this agreement is one (1) year effective as of January 1, 2019.

Consideration

A. For the above services, **Special Counsel** shall be compensated at a flat fee of **One Thousand Five Hundred Dollars (\$1,500)** per petition which will include up to two (2)

court appearances. The City shall pay **Special Counsel** for additional appearances after the initial two (2) court appearances at a rate of **One Hundred Twenty-Five Dollars (\$125.00)** per hour for a maximum of an additional **One Thousand Five Hundred Dollars (\$1,500)**.

Special Counsel agrees that for the stipulated fee, it will represent the City on all referred worker's compensation claims until each is concluded, for a maximum fee of **Three Thousand Dollars (\$3,000)** per case.

The total amount of this agreement shall not exceed **Fifty Thousand Dollars (\$50,000)**.

B. **Special Counsel** shall provide a monthly statement for services rendered and the conclusion of each case to the Corporation Counsel. The statement of services shall specify in detail the time spent on these services.

C. The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be

performed by the appropriate level attorney (partner or associates) or paralegal. The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

Insurance

The City will require a Certificate of Insurance prior to commencement of the agreement as follows:

- (a) proof of Worker's Compensation in the statutory amount;
- (b) General Liability of no less than \$1 Million per occurrence and \$2 Million in aggregate naming the City of Jersey City as an additional insured;
- (c) Umbrella/Excess Liability of at least \$1 Million on a follow form basis; and
- (d) Professional Liability of no less than \$2 Million per claim and in aggregate.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et 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.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special 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 one year commencing on the date the contract is executed by city officials.

Affirmative Action Plan

(A) If the contract exceeds \$40,000, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$40,000).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

City of Jersey City Contractor Pay-to-Play Reform Ordinance

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The **Special Counsel**, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will **Special Counsel**, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

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 **Special Counsel** either did not retain the services of a lobbyist to lobby on behalf of the **Special Counsel** for the award of this contract, or if a lobbyist was retained by the **Special Counsel** for such purposes, the **Special Counsel'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.

Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5(e), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Brian Platt
Business Administrator

Witness:

**Chasan Lamparello Mallon &
Cappuzzo, PC**

REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.

CITY OF JERSEY CITY

PROJECT: Workers' Compensation Law Services

RESPONDENT: Chasan Lamparello Mallon & Cappuzzo, PC

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized	JAG	
B. Statement of Ownership Disclosure	JAG	
C. Mandatory Affirmative Action Language	JAG	
D. Disclosure of Investment Activities in Iran	JAG	
E. Employee Information Report. Submit one of the three forms: (1.) Copy of Letter of Federal Approval, valid for one year from the date of issuance. (2.) Copy of Certificate of Employee Information Report, must be renewed prior to their expiration date in order to remain valid. (3.) Copy of Initial Employee Report, Form AA-302, if first time doing business with Jersey City. Original must be submitted to the State with a check or money order for \$150.00 made payable to "Treasurer, State of NJ."	JAG	
F. Americans with Disabilities Act	JAG	
G. MWBE Questionnaire Forms (2 Copies)	JAG	
H. Business Registration Certificate	JAG	
I. Letter of Qualification	JAG	
J. Letter of Intent	JAG	
K. Hourly Rate	JAG	
L. Certification of Compliance (Ord. 08-128)	JAG	
M. Original signature(s) on all required forms.	JAG	

Item A. Non-Collusion Affidavit

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Partner

of the firm of Chasan Lamparello Mallon & Cappuzzo, PC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent)

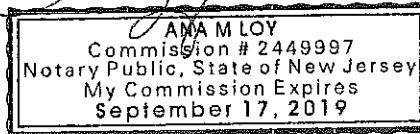
Joseph A. Garcia
Joseph A. Garcia, Esq.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

9th of July OF 2018

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20_____



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Item B. Statement of Ownership Disclosure

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Chasan Lamparello Mallon & Cappuzzo, PC

Organization Address: 300 Lighting Way, Suite 200, Secaucus, NJ 07094

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list on the following page contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST ON THE NEXT PAGE IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Ralph J. Lamparello, Esq.	3 Downington Court, Warren, NJ 07059
Steven L. Menaker, Esq.	14 Sherwood Drive, Freehold, NJ 07728

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

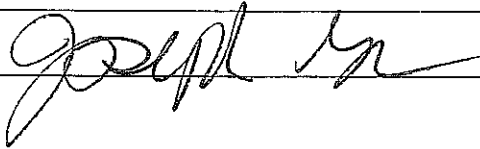
Full Name (Print):	Joseph A. Garcia, Esq.	Title:	Partner
Signature:		Date:	7/9/10

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

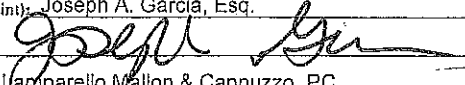
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Joseph A. Garcia, Esq.

Representative's Signature: 

Name of Company: Chasan Lamparello Mallon & Cappuzzo, PC

Tel. No.: (201) 348-6000

Date: 7-9-0

Item D. Disclosure of Investment Activities in Iran

CITY OF JERSEY CITY, NEW JERSEY 07307
 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME:

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25list.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name _____	Relationship to Bidder/Officer _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Officer Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledges that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Joseph A. Garcia, Esq.

Signature: 

Title: Partner

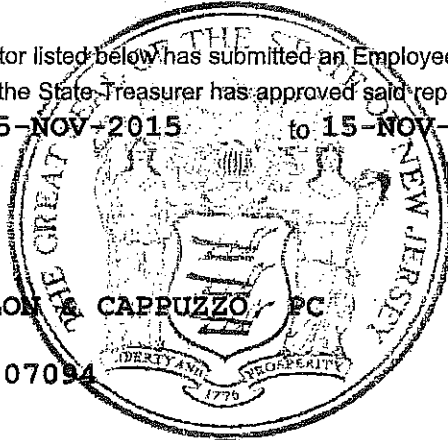
Date: 7-8-18

Certification 15710

**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-NOV-2015** to **15-NOV-2018**

CHASAN LAMPARELLO MALLON & CAPPUZZO, PC
300 LIGHTING WAY
SECAUCUS NJ 07094



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

Item F. Americans with Disabilities Act

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: Joseph A. Garcia, Esq. Partner
Representative's Signature: [Signature]
Name of Company: Chasan Laparello Mallon & Cappuzzo, PC
Tel. No.: (201) 348-6000 Date: 2-9-18

Item G. MWBE Questionnaire Forms (2 Copies)

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 : Chasan Lamparello Mallon & Cappuzzo, PC
Address : 300 Lighting Way, Suite 200, Secaucus, NJ 07094
Telephone No. : (201) 348-6000
Contact Name : Joseph A. Garcia, Esq.

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-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: Chasan Lamparello Mallon & Cappuzzo, PC
Address: 300 Lighting Way, Suite 200, Secaucus, NJ 07094
Telephone No.: (201) 348-6000
Contact Name: Joseph A. Garcia, Esq.

Please check applicable category:

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

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CHASAN LAMPARELLO MALLON & CAPPUZZO, PC

Trade Name:

Address: 300 LIGHTING WAY
SECAUCUS, NJ 07094

Certificate Number: 0065175

Effective Date: March 22, 1990

Date of Issuance: November 29, 2016

For Office Use Only:

20161129103857396

Item L. Certification of Compliance (Ord. 08-128)

**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 Chasan Lamparello Mallon & Cappuzzo, PC (name of business entity) has not made any reportable contributions in the **one-year period preceding August 15, 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Chasan Lamparello Mallon & Cappuzzo, PC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

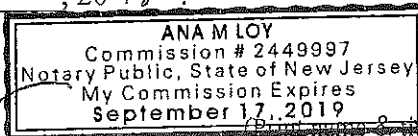
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Chasan Lamparello Mallon & Cappuzzo, PC

Signed 
Print Name Joseph A. Garcia, Esq.

Title: Partner
Date: 7-9-18

Subscribed and sworn before me
this 9th day of July, 20 18.
My Commission expires:



(Affiant)

(Print name & title of affiant)

(Corporate Seal)

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

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

City Clerk File No. Res. 19-163

Agenda No. 10.Z.5

Approved: FEB 27 2019

TITLE:



RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH FLORIO KENNY RAVAL, LLP TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City issued a Request for Qualifications for these services and is awarding the contract under the Fair and Open provisions of the Pay-to-Play Law, N.J.S.A. 1944A-20-4 et seq.; and

WHEREAS, Florio Kenny Raval, LLP possesses the skills and expertise to perform these services; and

WHEREAS, Florio Kenny Raval, LLP agrees to provide these services at the rate of \$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation becomes necessary for worker's compensation cases; and

WHEREAS, for a given matter, Florio Kenny Raval, LLP shall submit an affidavit setting forth its time and services performed; and

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

WHEREAS, this contract is awarded pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection;

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

1. The award of a one (1) year professional services contract effective as of January 1, 2019 with Florio Kenny Raval, LLP for a total contract amount not to exceed \$50,000.00 is ratified;
2. The award of this contract is subject to the condition that Florio Kenny Raval, LLP provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;

TITLE:

RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH FLORIO KENNY RAVAL, LLP TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY

- 3. 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;
- 4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto shall be placed on file with this resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I hereby certify that there are sufficient funds available in account 19-01-201-23-210-312 for the payment of this resolution. Temporary encumbrance \$10,000.00.

PO No.: 132605

Elizabeth Castillo
Elizabeth Castillo, CFO

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMEN	✓		
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 RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH FLORIO KENNY, LLP TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY.

Project Manager

Department / Division	ADMINISTRATION	RISK MANAGEMENT
Name / Title	MATT HOGAN	RISK MANAGER
Phone / E-Mail	201-547-5034	MATHEW@JCNI.ORG

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

Contract Purpose

TO PROVIDE DEFENSE COUNSEL SERVICES FOR WORKER'S COMPENSATION CLAIMS FILED AGAINST THE CITY OF JERSEY CITY.

Cost (Identify all sources and amounts)

\$50,000.00
INSURANCE ALL DEPARTMENTS:
01-201-23-210-312

Contract term (include all proposed renewals)

ONE (1) YEAR
EFFECTIVE: 01/01/2019 TO 12/31/2019

Type of award


FAIR & OPEN (PROFESSIONAL SERVICES)

If "Other Exception", enter type

Additional Information

FLORIO & KENNY, L.L.P. RESPONDED TO THE LAW DEPARTMENT'S LATEST REQUEST FOR QUALIFICATIONS AND IS QUALIFIED AS WORKER'S COMPENSATION DEFENSE COUNSEL.

I certify that all the facts presented herein are accurate.



Signature of Division Director

2/11/19

Date

Signature of Department Director

Date

AGREEMENT

This Agreement dated the ____ day of _____, 20__ between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and the firm of FLORIO KENNY RAVAL, L.L.P. ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth herein, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent the City of Jersey City in the defense of a portion of pending worker's compensation claim petitions filed against the City. Special Counsel shall be responsible for the scheduling of all permanency examinations in connection with each claim petition. The City's Office of Risk Management must first approve Special Counsel's choice of physician. If the Risk Manager does not approve the selection of physician, Special Counsel shall use the physician designated by the Risk Manager. Special Counsel shall also perform all clerical functions in connection with each claim petition filed. These functions shall be mutually agreeable between the City and Special Counsel.

Term

The term of this agreement is one (1) year effective as of January 1, 2019.

Consideration

A. For the above services, Special Counsel shall be compensated at a flat fee of **One Thousand Five Hundred Dollars (\$1,500)** per petition which will include up to two (2) court appearances. The City shall pay Special Counsel for additional appearances after the

initial two (2) court appearances at a rate of **One Hundred Twenty-Five Dollars (\$125.00)** per hour for a maximum of an additional **One Thousand Five Hundred Dollars (\$1,500)**.

Special Counsel agrees that for the stipulated fee, it will represent the City on all referred worker's compensation claims until each is concluded, for a maximum fee of **Three Thousand Dollars (\$3,000)** per case.

The total amount of this agreement shall not exceed **Fifty Thousand Dollars (\$50,000)**.

B. **Special Counsel** shall provide a monthly statement for services rendered and the conclusion of each case to the Corporation Counsel. The statement of services shall specify in detail the time spent on these services.

C. The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. The City

reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

Insurance

The City will require a Certificate of Insurance prior to commencement of the agreement as follows:

- (a) proof of Worker's Compensation in the statutory amount;
- (b) General Liability of no less than \$1 Million per occurrence and \$2 Million in aggregate naming the City of Jersey City as an additional insured;
- (c) Umbrella/Excess Liability of at least \$1 Million on a follow form basis; and
- (d) Professional Liability of no less than \$2 Million per claim and in aggregate.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et 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.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special 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 one year commencing on the date the contract is executed by city officials.

Affirmative Action Plan

(A) If the contract exceeds \$40,000, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$40,000).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

City of Jersey City Contractor Pay-to-Play Reform Ordinance

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The **Special Counsel**, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will **Special Counsel**, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

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 **Special Counsel** either did not retain the services of a lobbyist to lobby on behalf of the **Special Counsel** for the award of this contract, or if a lobbyist was retained by the **Special Counsel** for such purposes, the **Special Counsel'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.

Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5(e), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Brian Platt
Business Administrator

Witness:

FLORIO KENNY RAVAL, L.L.P.

REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.

CITY OF JERSEY CITY

PROJECT: Workers' Compensation Law Services

RESPONDENT: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notatized	EJF	
B. Statement of Ownership Disclosure	EJF	
C. Mandatory Affirmative Action Language	EJF	
D. Disclosure of Investment Activities in Iran	EJF	
E. Employee Information Report. Submit one of the three forms: (1.) Copy of Letter of Federal Approval, valid for one year from the date of issuance. (2.) Copy of Certificate of Employee Information Report, must be renewed prior to their expiration date in order to remain valid. (3.) Copy of Initial Employee Report, Form AA-302, if first time doing business with Jersey City. Original must be submitted to the State with a check or money order for \$150.00 made payable to "Treasurer, State of NJ."	EJF	
F. Americans with Disabilities Act	EJF	
G. MWBE Questionnaire Forms (2 Copies)	EJF	
H. Business Registration Certificate	EJF	
I. Letter of Qualification	EJF	
J. Letter of Intent	EJF	
K. Hourly Rate	EJF	
L. Certification of Compliance (Ord. 08-128)	EJF	
M. Original signature(s) on all required forms.	EJF	

Item A. Non-Collusion Affidavit

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

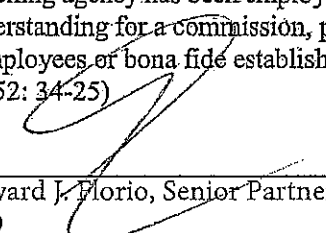
I certify that I am Senior Partner

of the firm of FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

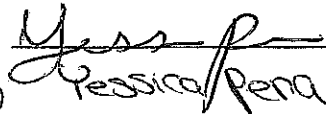
(Signature of respondent)


Edward J. Florio, Senior Partner

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY 18th July OF 2018

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)


Jessica Pena

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 2022.

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

YESSICA PENA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/5/2022

Item B. Statement of Ownership Disclosure

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Organization Address: 5 Marine View Plaza, Suite 103 ,Hoboken, NJ 07030

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list on the following page contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST ON THE NEXT PAGE IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Edward J. Florio	28 Wilber Terrace, Bloomfield, NJ 07003
Bernard F. Kenny, Jr.	1022 Bloomfield St, Hoboken, NJ 07030
Nita G. Raval	67 13th Avenue, Elmwood Park, NJ 07407

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24:2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

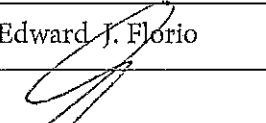
Full Name (Print):	Edward J. Florio	Title:	Senior Partner
Signature:		Date:	7/18/18

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's 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 residence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Edward J. Florio

Representative's Signature:

Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Tel. No.: (201) 659-8011

Date: 7/18/18

Certification 14952

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-AUG-2014~~ to ~~15-AUG-2021~~

FLORIO & KENNY L.L.P.
5 MARINE VIEW PLAZA
HOBOKEN NJ 07030



A handwritten signature in black ink, appearing to read "Andrew P. Sldamon-Eristoff".

Andrew P. Sldamon-Eristoff
State Treasurer

Item F. Americans with Disabilities Act

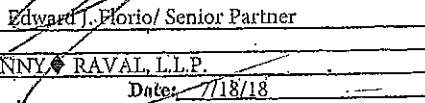
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Print: Edward J. Florio / Senior Partner
Representative's Signature: 
Name of Company: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.
Tel. No.: 201-659-8011 Date: 7/18/18

Item G. MWBE Questionnaire Forms (2 Copies)

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : FLORIO ♦ KENNY ♦ RAVAL, L.L.P.
Address : 5 Marine View Plaza, Suite 103, Hoboken, NJ 07030
Telephone No. : (201) 659-8011
Contact Name : Edward J. Florio

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Item G. MWBE Questionnaire Forms (2 Copies)

**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.

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Address : 5 Marine View Plaza, Suite 103, Hoboken, NJ 07030
Telephone No. : (201) 659-8011
Contact Name : Edward J. Florio

Please check applicable category :

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

**Definitions
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OFFICE OF EQUAL OPPORTUNITY COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	FLORIO & KENNE
Trade Name:	
Address:	5 MARINE VIEW PLAZA SUITE 103 HOBOKEN, NJ 07030
Certificate Number:	1179768
Effective Date:	September 19, 2005
Date of Issuance:	August 25, 2011

For Office Use Only:
201108251104121368

Item L. Certification of Compliance (Ord. 08-128)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128
ADOPTED ON SEPTEMBER 3, 2008**

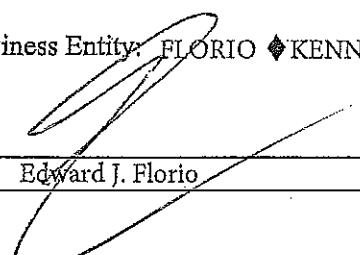
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (name of business entity) has not made any reportable contributions in the ****one-year period preceding July 20, 2018** (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract FLORIO ♦ KENNY ♦ RAVAL, L.L.P. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:


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

Name of Business Entity: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.

Signed 
Print Name Edward J. Florio

Title: Senior Partner
Date: 7/18/18

Subscribed and sworn before me
this 18th day of July, 20 18.
My Commission expires:


Jessica Pena, Administrative Assistant
(Affiant)

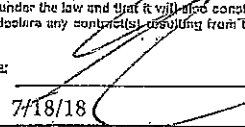
(Print name & title of affiant)

(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.**

**YESSICA PENA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/5/2022**

Item D. Disclosure of Investment Activities in Iran

CITY OF JERSEY CITY, NEW JERSEY 07307 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN									
COMPANY NAME: FLORIO ♦ KENNY ♦ RAVAL, L.L.P.									
PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.									
<p>Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/04/Chapter25list.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.</p>									
<p>PLEASE CHECK THE APPROPRIATE BOX:</p>									
<input checked="" type="checkbox"/>	I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.								
<input type="checkbox"/>	I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.								
PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name _____</td> <td style="width: 50%;">Relationship to Bidder/Offeror _____</td> </tr> <tr> <td colspan="2">Description of Activities _____</td> </tr> <tr> <td>Duration of Engagement _____</td> <td>Anticipated Cessation Date _____</td> </tr> <tr> <td>Bidder/Offeror Contact Name _____</td> <td>Contact Phone Number _____</td> </tr> </table>		Name _____	Relationship to Bidder/Offeror _____	Description of Activities _____		Duration of Engagement _____	Anticipated Cessation Date _____	Bidder/Offeror Contact Name _____	Contact Phone Number _____
Name _____	Relationship to Bidder/Offeror _____								
Description of Activities _____									
Duration of Engagement _____	Anticipated Cessation Date _____								
Bidder/Offeror Contact Name _____	Contact Phone Number _____								
<p><small>Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.</small></p>									
Full Name (Print): <u>Edward J. Florio</u>	Signature: 								
Title: <u>Senior Partner</u>	Date: <u>7/18/18</u>								

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

City Clerk File No. Res. 19-164

Agenda No. 10.Z.6

Approved: FEB 27 2019

TITLE:



RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH LEITNER TORT DEFAZIO & BRAUSE, P.C. TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City issued a Request for Qualifications for these services and is awarding the contract under the Fair and Open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20-4 et seq.; and

WHEREAS, Leitner Tort DeFazio & Brause, P.C. possesses the skills and expertise to perform these services; and

WHEREAS, Leitner Tort DeFazio & Brause, P.C. agrees to provide these services at the rate of \$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation becomes necessary for worker's compensation cases; and

WHEREAS, for a given matter, Leitner Tort DeFazio & Brause, P.C. shall submit an affidavit setting forth its time and services performed; and

WHEREAS, Leitner Tort DeFazio & Brause, P.C. 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, this contract is awarded pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection;

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

1. The award of a one (1) year professional services contract effective as of January 1, 2019 with Leitner Tort DeFazio & Brause, P.C. for a total contract amount not to exceed \$50,000.00 is ratified;
2. The award of this contract is subject to the condition that Leitner Tort DeFazio & Brause, P.C. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH LEITNER TORT DEFAZIO & BRAUSE, P.C. TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY

- 3. 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;
- 4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto shall be placed on file with this resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I hereby certify that there are sufficient funds available in account 19-01-201-23-210-312 for the payment of this resolution. Temporary encumbrance \$25,000.00.

PO No.: 132604

Elizabeth Castillo
Elizabeth Castillo, CFO

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
2-14-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

Sean J. Gallagher, Deputy
Deputy City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH LEITNER TORT DEFAZIO & BRAUSE TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY.

Project Manager

Department / Division	ADMINISTRATION	RISK MANAGEMENT
Name / Title	MATT HOGAN	RISK MANAGER
Phone / E-Mail	201-547-5034	MATTHEW@JCNJ.ORG

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

Contract Purpose

TO PROVIDE DEFENSE COUNSEL SERVICES FOR WORKER'S COMPENSATION CLAIMS FILED AGAINST THE CITY OF JERSEY CITY.

Cost (Identify all sources and amounts)

\$50,000.00
INSURANCE ALL DEPARTMENTS:
01-201-23-210-312

Contract term (include all proposed renewals)

ONE (1) YEAR
EFFECTIVE: 01/01/2019 TO 12/31/2019

Type of award

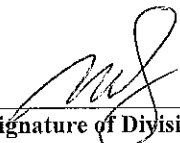
FAIR & OPEN (PROFESSIONAL SERVICES)

If "Other Exception", enter type

Additional Information

LEITNER TORT DEFAZIO & BRAUSE RESPONDED TO THE LAW DEPARTMENT'S LATEST REQUEST FOR QUALIFICATIONS AND IS QUALIFIED AS WORKER'S COMPENSATION DEFENSE COUNSEL.

I certify that all the facts presented herein are accurate.



Signature of Division Director

2/11/19

Date

Signature of Department Director

Date

AGREEMENT

This Agreement dated the ____ day of _____, 20__ between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and the firm of Leitner Tort DeFazio & Brause, P.C. ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth herein, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent the City of Jersey City in the defense of a portion of pending worker's compensation claim petitions filed against the City. Special Counsel shall be responsible for the scheduling of all permanency examinations in connection with each claim petition. The City's Office of Risk Management must first approve Special Counsel's choice of physician. If the Risk Manager does not approve the selection of physician, Special Counsel shall use the physician designated by the Risk Manager. Special Counsel shall also perform all clerical functions in connection with each claim petition filed. These functions shall be mutually agreeable between the City and Special Counsel.

Term

The term of this agreement is one (1) year effective as of January 1, 2019.

Consideration

A. For the above services, Special Counsel shall be compensated at a flat fee of **One Thousand Five Hundred Dollars (\$1,500)** per petition which will include up to two (2)

court appearances. The City shall pay **Special Counsel** for additional appearances after the initial two (2) court appearances at a rate of **One Hundred Twenty-Five Dollars (\$125.00)** per hour for a maximum of an additional **One Thousand Five Hundred Dollars (\$1,500)**.

Special Counsel agrees that for the stipulated fee, it will represent the City on all referred worker's compensation claims until each is concluded, for a maximum fee of **Three Thousand Dollars (\$3,000)** per case.

The total amount of this agreement shall not exceed **Fifty Thousand Dollars (\$50,000)**.

B. **Special Counsel** shall provide a monthly statement for services rendered and the conclusion of each case to the Corporation Counsel. The statement of services shall specify in detail the time spent on these services.

C. The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be

performed by the appropriate level attorney (partner or associates) or paralegal. The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

Insurance

The City will require a Certificate of Insurance prior to commencement of the agreement as follows:

- (a) proof of Worker's Compensation in the statutory amount;
- (b) General Liability of no less than \$1 Million per occurrence and \$2 Million in aggregate naming the City of Jersey City as an additional insured;
- (c) Umbrella/Excess Liability of at least \$1 Million on a follow form basis; and
- (d) Professional Liability of no less than \$2 Million per claim and in aggregate.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et 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.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special 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 one year commencing on the date the contract is executed by city officials.

Affirmative Action Plan

(A) If the contract exceeds \$40,000, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$40,000).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

City of Jersey City Contractor Pay-to-Play Reform Ordinance

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The **Special Counsel**, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will **Special Counsel**, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

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 **Special Counsel** either did not retain the services of a lobbyist to lobby on behalf of the **Special Counsel** for the award of this contract, or if a lobbyist was retained by the **Special Counsel** for such purposes, the **Special Counsel'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.

Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5(e), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Brian Platt
Business Administrator

Witness:

**LEITNER TORT DEFAZIO &
BRAUSE, P.C.**

REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.

CITY OF JERSEY CITY

PROJECT: Workers' Compensation Law Services

RESPONDENT: Leitner, Tort, DeFazio & Brause, P.C.

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized	LTDB	
B. Statement of Ownership Disclosure	LTDB	
C. Mandatory Affirmative Action Language	LTDB	
D. Disclosure of Investment Activities in Iran	LTDB	
E. Employee Information Report. Submit one of the three forms: (1.) Copy of Letter of Federal Approval, valid for one year from the date of issuance. (2.) Copy of Certificate of Employee Information Report, must be renewed prior to their expiration date in order to remain valid. (3.) Copy of Initial Employee Report, Form AA-302, if first time doing business with Jersey City. Original must be submitted to the State with a check or money order for \$150.00 made payable to "Treasurer, State of NJ."	LTDB	
F. Americans with Disabilities Act	LTDB	
G. MWBE Questionnaire Forms (2 Copies)	LTDB	
H. Business Registration Certificate	LTDB	
I. Letter of Qualification	LTDB	
J. Letter of Intent	LTDB	
K. Hourly Rate	LTDB	
L. Certification of Compliance (Ord. 08-128)	LTDB	
M. Original signature(s) on all required forms.	LTDB	

Item A. Non-Collusion Affidavit

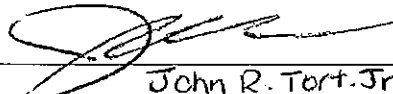
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am John R. Tort, Jr.

of the firm of Leitner, Tort, DeFazio & Brause, P.C.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) 
John R. Tort, Jr.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 3rd, July OF 2018

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE) Melissa Ann Ruiz
MELISSA ANN RUIZ
A Notary Public of New Jersey
My Commission Expires 8/8/2019

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2019

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Item B. Statement of Ownership Disclosure

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Leitner, Tort, DeFazio & Brause, P.C.

Organization Address: 244 Fernwood Avenue, Edison, NJ 08837

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list on the following page contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST ON THE NEXT PAGE IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Stephen M. Leitner	218 Highway 35 North, Mantoloking, NJ 08738
John R. Tort, Jr.	3 Boxwood Drive, Morristown, NJ 07960
Joseph C. DeFazio	18 Carriage Way, Barnegat, NJ 08005

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

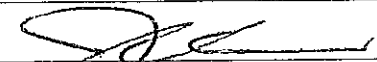
Full Name (Print):	John R. Tort, Jr.	Title:	Secretary / Treasurer
Signature:		Date:	July 3, 2018

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John R. Tort, Jr.

Representative's Signature: [Signature]

Name of Company: Leitner, Tort, DeFazio & Brause

Tel. No.: 732-417-9700

Date: 7/03/2018

Certification 35220

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-MAR-2018~~ to ~~15-MAR-2025~~

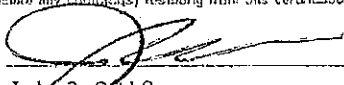
LEITNER, TORT & DEFAZIO & BRAUSE, P.C.
244 FERNWOOD AVENUE
EDISON NJ 08837



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
Acting State Treasurer

Item D. Disclosure of Investment Activities in Iran

CITY OF JERSEY CITY, NEW JERSEY 07307 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN									
COMPANY NAME: _____									
PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.									
Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf . Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.									
PLEASE CHECK THE APPROPRIATE BOX:									
<input checked="" type="checkbox"/>	I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will fillp Part 2 and sign and complete the Certification below.								
OR									
<input type="checkbox"/>	I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.								
PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name _____</td> <td style="width: 50%;">Relationship to Bidder/Offeror _____</td> </tr> <tr> <td colspan="2">Description of Activities _____</td> </tr> <tr> <td colspan="2">Duration of Engagement _____ Anticipated Cessation Date _____</td> </tr> <tr> <td>Bidder/Offeror Contact Name _____</td> <td>Contact Phone Number _____</td> </tr> </table>		Name _____	Relationship to Bidder/Offeror _____	Description of Activities _____		Duration of Engagement _____ Anticipated Cessation Date _____		Bidder/Offeror Contact Name _____	Contact Phone Number _____
Name _____	Relationship to Bidder/Offeror _____								
Description of Activities _____									
Duration of Engagement _____ Anticipated Cessation Date _____									
Bidder/Offeror Contact Name _____	Contact Phone Number _____								
Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any commitments therein to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the contents of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.									
Full Name (Print): <u>John R. Tort, Jr.</u>	Signature: 								
Title: <u>Secretary / Treasurer</u>	Date: <u>July 3, 2018</u>								

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

Item F. Americans with Disabilities Act

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

The contractor and the 3rd of July, 2018 (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: John R. Tort, Jr.
 Representative's Signature: [Signature]
 Name of Company: Leitner, Tort, Defazio & Brause, P.C.
 Tel. No.: 732-417-9700 Date: July 3, 2018

Item G. MWBE Questionnaire Forms (2 Copies)

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 : Leitner, Tort, DeFazio & Brause, P.C.
 Address : 244 Fernwood Avenue, Edison, NJ 08837
 Telephone No. : 732-417-9700
 Contact Name : John R. Tort, Jr.

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: Leitner, Tort, DeFazio & Brause, P.C.
Address: 244 Fernwood Avenue, Edison, NJ 08837
Telephone No. : 732-417-9700
Contact Name: John R. Tort, Jr.

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

04/12/17

Taxpayer Identification# 222-192-812/000

Dear Business Representative:

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

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

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

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


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: LEITNER, TORT, DEFAZIO & BRAUSE, P.C.	TRADE NAME:	
ADDRESS: 244 FERNWOOD AVE EDISON NJ 08837-3839	SEQUENCE NUMBER: 0067850	
EFFECTIVE DATE: 03/29/78	ISSUANCE DATE: 04/12/17	
FORM-BRC (04-08) (02-05-09) <small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		 Director New Jersey Division of Revenue

Item L. Certification of Compliance (Ord. 08-128)

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 Leitner, Tort, DeFazio & Brause, P.C. (name of business entity) has not made any reportable contributions in the **one-year period preceding August 15, 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Leitner, Tort, DeFazio & Brause, P.C. (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:

Signed 
Print Name John R. Tort, Jr.

Title: Secretary / Treasurer
Date: July 3, 2018

Subscribed and sworn before me
this 3rd day of July, 2018.
My Commission expires:

Melissa Ann Ruiz

MELISSA ANN RUIZ
A Notary Public of New Jersey
My Commission Expires 8/8/2019

(Affiant)

(Print name & title of affiant)

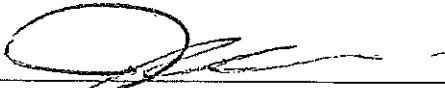
(Corporate Seal)

**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.

SECTION 6

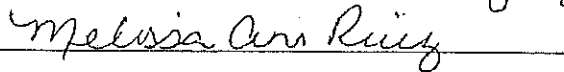
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I John R. Tort, Jr., of the firm of Leitner, Tort, DeFazio & Brause, P.C., the bidder making the proposal certify and say that the firm of Leitner, Tort, DeFazio & Brause, P.C. did not retain the services of a lobbyist to lobby on behalf of the respondent for the award of this contact.



John R. Tort, Jr.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 3rd, July OF 2018



My Commission Expires:

MELISSA ANN RUIZ
A Notary Public of New Jersey
My Commission Expires 8/8/2019

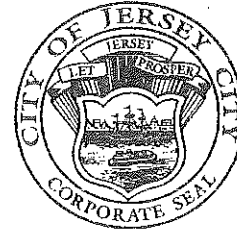
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-165

Agenda No. 10.Z.7

Approved: FEB 27 2019

TITLE:



RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH NETCHERT DINEEN & HILLMAN TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City (City) is required to provide defense attorneys in worker's compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City issued a Request for Qualifications for these services and is awarding the contract under the Fair and Open provisions of the Pay-to-Play Law, N.J.S.A. 1944A-20-4 et seq.; and

WHEREAS, Netchert Dineen & Hillman possesses the skills and expertise to perform these services; and

WHEREAS, Netchert Dineen & Hillman agrees to provide these services at the rate of \$1,500.00 per case with an option for approval of an additional \$1,500.00 if protracted litigation becomes necessary for worker's compensation cases; and

WHEREAS, for a given matter, Netchert Dineen & Hillman shall submit an affidavit setting forth its time and services performed; and

WHEREAS, Netchert Dineen & Hillman 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, this contract is awarded pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection;

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

1. The award of a one (1) year professional services contract effective as of January 1, 2019 with Netchert Dineen & Hillman for a total contract amount not to exceed \$50,000.00 is ratified;
2. The award of this contract is subject to the condition that Netchert Dineen & Hillman provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH NETCHERT DINEEN & HILLMAN TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY

- 3. 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;
- 4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto shall be placed on file with this resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I hereby certify that there are sufficient funds available in account 19-01-201-23-210-312 for the payment of this resolution. Temporary encumbrance \$25,000.00.

PO No.: 132602

Elizabeth Castillo
Elizabeth Castillo, CFO

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
2-14-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING A PROFESSIONAL SERVICES AGREEMENT WITH NETCHERT DINEEN & HILLMAN TO PROVIDE DEFENSE COUNSEL SERVICES RELATED TO WORKER'S COMPENSATION CLAIM PETITIONS FILED AGAINST THE CITY OF JERSEY CITY.

Project Manager

Department / Division	ADMINISTRATION	RISK MANAGEMENT
Name / Title	MATT HOGAN	RISK MANAGER
Phone / E-Mail	201-547-5034	<u>MATTHEW@JCNJ.ORG</u>

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

Contract Purpose

TO PROVIDE DEFENSE COUNSEL SERVICES FOR WORKER'S COMPENSATION CLAIMS FILED AGAINST THE CITY OF JERSEY CITY.

Cost (Identify all sources and amounts)

\$50,000.00
INSURANCE ALL DEPARTMENTS:
01-201-23-210-312

Contract term (include all proposed renewals)

ONE (1) YEAR
EFFECTIVE: 01/01/2019 TO 12/31/2019

Type of award

FAIR & OPEN (PROFESSIONAL SERVICES)

If "Other Exception", enter type

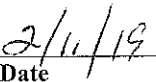
Additional Information

NETCHERT DINEEN & HILLMAN RESPONDED TO THE LAW DEPARTMENT'S LATEST REQUEST FOR QUALIFICATIONS AND IS QUALIFIED AS WORKER'S COMPENSATION DEFENSE COUNSEL.

I certify that all the facts presented herein are accurate.



Signature of Division Director



Date

Signature of Department Director

Date

AGREEMENT

This Agreement dated the ____ day of _____, 20__ between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and the firm of **Netchert Dineen & Hillman** ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth herein, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent the City of Jersey City in the defense of a portion of pending worker's compensation claim petitions filed against the City. **Special Counsel** shall be responsible for the scheduling of all permanency examinations in connection with each claim petition. The City's Office of Risk Management must first approve **Special Counsel's** choice of physician. If the Risk Manager does not approve the selection of physician, **Special Counsel** shall use the physician designated by the Risk Manager. **Special Counsel** shall also perform all clerical functions in connection with each claim petition filed. These functions shall be mutually agreeable between the City and **Special Counsel**.

Term

The term of this agreement is one (1) year effective as of January 1, 2019.

Consideration

A. For the above services, **Special Counsel** shall be compensated at a flat fee of **One Thousand Five Hundred Dollars (\$1,500)** per petition which will include up to two (2) court appearances. The City shall pay **Special Counsel** for additional appearances after the

initial two (2) court appearances at a rate of **One Hundred Twenty-Five Dollars (\$125.00)** per hour for a maximum of an additional **One Thousand Five Hundred Dollars (\$1,500)**.

Special Counsel agrees that for the stipulated fee, it will represent the City on all referred worker's compensation claims until each is concluded, for a maximum fee of **Three Thousand Dollars (\$3,000)** per case.

The total amount of this agreement shall not exceed **Fifty Thousand Dollars (\$50,000)**.

B. **Special Counsel** shall provide a monthly statement for services rendered and the conclusion of each case to the Corporation Counsel. The statement of services shall specify in detail the time spent on these services.

C. The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. The City

reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

Insurance

The City will require a Certificate of Insurance prior to commencement of the agreement as follows:

- (a) proof of Worker's Compensation in the statutory amount;
- (b) General Liability of no less than \$1 Million per occurrence and \$2 Million in aggregate naming the City of Jersey City as an additional insured;
- (c) Umbrella/Excess Liability of at least \$1 Million on a follow form basis; and
- (d) Professional Liability of no less than \$2 Million per claim and in aggregate.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et 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.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special 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 one year commencing on the date the contract is executed by city officials.

Affirmative Action Plan

(A) If the contract exceeds \$40,000, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$40,000).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

City of Jersey City Contractor Pay-to-Play Reform Ordinance

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The **Special Counsel**, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will **Special Counsel**, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

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 **Special Counsel** either did not retain the services of a lobbyist to lobby on behalf of the **Special Counsel** for the award of this contract, or if a lobbyist was retained by the **Special Counsel** for such purposes, the **Special Counsel'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.

Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5(e), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Brian Platt
Business Administrator

Witness:

**NETCHERT DINEEN &
HILLMAN**

NETCHERT, DINEEN, HILLMANN
ATTORNEYS AT LAW
280 Baldwin Avenue
Jersey City, New Jersey 07306

William J. Netchert
John R. Dineen *
Michael J. Hillmann (Retired)

(201) 656-3000
FAX (201) 656-1518
Email - surname@njdefenselawyers.com

BERGEN COUNTY OFFICE:
294 Harrington Avenue

Suite 3
Closter, New Jersey 07624
(201) 784-1046

Joseph T. Ryan ‡
OF COUNSEL

Christine S. Diana
Karyn C. Lusskin

PLEASE RESPOND TO JERSEY CITY

* Member of the NJ and NY Bar
‡ Certified Civil Trial Attorney

July 16, 2018

Peter Folgado, Purchasing Agent
Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, New Jersey 07307

RE: REQUEST FOR QUALIFICATIONS
Workers' Compensation Law Services
July 20th, 2018

Dear Mr. Folgado:

Please be advised that this firm is interested in participating again in the City of Jersey City Request for Qualifications for legal services in connection with Workers' Compensation Law Matters.

Enclosed please find an original and three (3) copies of response to your Request for Qualifications - Workers' Compensation Services.

If any additional information is needed, please do not hesitate to contact this office. Thank you for your cooperation in this matter.

Very truly yours,

WILLIAM J. NETCHERT

WJN/ss
enclosures
Federal Express Mailing

REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your packet to facilitate the review of your submission.

CITY OF JERSEY CITY

PROJECT: Workers' Compensation Law Services

RESPONDENT: Netchert, Dineen & Hillmann, Esqs.

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EEO Review
A. Non-Collusion Affidavit properly notarized	<i>[Signature]</i>	
B. Statement of Ownership Disclosure	<i>[Signature]</i>	
C. Mandatory Affirmative Action Language	<i>[Signature]</i>	
D. Disclosure of Investment Activities in Iran	<i>[Signature]</i>	
E. Employee Information Report. Submit one of the three forms: (1.) Copy of Letter of Federal Approval, valid for one year from the date of issuance. (2.) Copy of Certificate of Employee Information Report, must be renewed prior to their expiration date in order to remain valid. (3.) Copy of Initial Employee Report, Form AA-302, if first time doing business with Jersey City. Original must be submitted to the State with a check or money order for \$150.00 made payable to "Treasurer, State of NJ."	<i>[Signature]</i>	
F. Americans with Disabilities Act	<i>[Signature]</i>	
G. MWBE Questionnaire Forms (2 Copies)	<i>[Signature]</i>	
H. Business Registration Certificate	<i>[Signature]</i>	
I. Letter of Qualification	<i>[Signature]</i>	
J. Letter of Intent	<i>[Signature]</i>	
K. Hourly Rate	<i>[Signature]</i>	
L. Certification of Compliance (Ord. 08-128)	<i>[Signature]</i>	
M. Original signature(s) on all required forms.	<i>[Signature]</i>	

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

The contractor and the City of Jersey City (hereinafter "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.

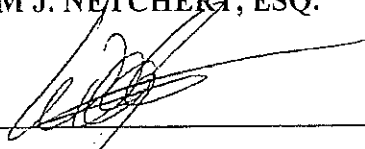
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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): WILLIAM J. NETCHERT, ESQ.

Representative's
Signature: _____



Name of Company: NETCHERT, DINEEN & HILLMANN, ESQS.

Telephone No.: (201) 656-3000

DATE: July 16th, 2018

Item B. Statement of Ownership Disclosure

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Netchert, Dineen & Hillmann, Esqs.

Organization Address: 280 Baldwin Avenue, Jersey City, New Jersey 07306

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list on the following page contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST ON THE NEXT PAGE IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

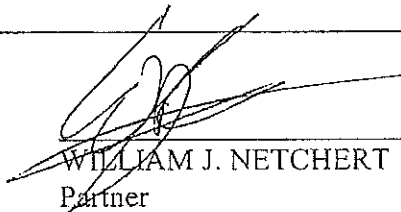
PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership (general, Limited or joint venture) shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.


STOCKHOLDERS:

<u>NAME</u>	<u>ADDRESS</u>	<u>% Owned</u>
William J. Netchert	299 Pavonia Avenue Jersey City, NJ	50%
John R. Dineen	155 Bogerts Mill Road Harrington Park, NJ	50%
Michael J. Hillmann	98 Colona Street Wyckoff, NJ	Retired

SIGNATURE:


WILLIAM J. NETCHERT
Partner

Subscribed and Sworn to
before me this 16th day of July, 2018.


STELLA SANTOPIETRO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 12/5/2021

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

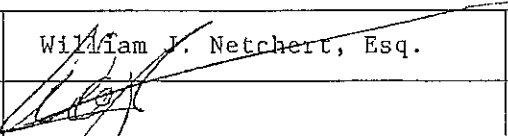
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	William J. Netchert, Esq.	Title:	Partner
Signature:		Date:	July 16, 2018

NETCHERT, DINEEN, HILLMANN
ATTORNEYS AT LAW
280 Baldwin Avenue
Jersey City, New Jersey 07306

William J. Netchert
John R. Dineen *
Michael J. Hillmann (Retired)

(201) 656-3000
FAX (201) 656-1518
Email - firstname@njdefenselawyers.com

BERGEN COUNTY OFFICE:
294 Harrington Avenue

Suite 3
Closter, New Jersey 07624
(201) 784-1046

Joseph T. Ryan ‡
OF COUNSEL

Christine S. Diana
Karyn C. Lusskin

PLEASE RESPOND TO JERSEY CITY

* Member of the NJ and NY Bar
‡ Certified Civil Trial Attorney

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am a Partner of the firm of Netchert, Dineen & Hillmann, Esqs., the Respondent submitting the Qualification Statement in response to the within Request for Qualifications, and that I executed said Qualification Statement with full authority so to do; that said Respondent has not, directly and indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in connection with the within Request for Qualifications; and that all statements contained in the Respondent's Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City will rely/relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract(s) for the services sought in the within Request for Qualifications.

I further warrant that no person or selling agency has been employed to solicit or secure a contract for the services sought in the within Request for Qualification upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of the Respondent or as may be permitted by law.



WILLIAM J. NETCHERT, ESQ.
NETCHERT, DINEEN & HILLMANN, ESQS.

SWORN AND SUBSCRIBED BEFORE ME
THIS 16th DAY OF July, 2018.



STELLA SANTOPIETRO, Notary Public of NJ
My Commission Expires: 12/5/2021

Item A. Non-Collusion Affidavit

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Partner

of the firm of Netchert, Dineen & Hillmann, Esqs.,

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-25)


(Signature of respondent) 

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY July 16th, OF 20 18

William J. Netchert, Esq.

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 20 21


STELLA SANTOPIETRO
Notary Public of New Jersey

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**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 NETCHERT, DINEEN & HILLMANN has not made any reportable contributions in the ** one year period preceding August 1, 2017 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 and that would bar the award of this contract. I further certify that during the term of the contract NETCHERT, DINEEN & HILLMANN 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.

NETCHERT, DINEEN & HILLMANN


SIGNED



WILLIAM J. NETCHERT, ESQ., PARTNER

DATED: July 16, 2018

Subscribed and sworn before me this 16th day
of July, 2018.


STELLA SANTOPIETRO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 12/5/2021

**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.

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE FORM CAN LEAD TO SUBMIT THE REPORT TO YOU (IT MAY DELAY ISSUANCE OF YOUR CONTRACT). DO NOT WRITE (EVEN IN PENCIL) FOR SECTION 8, ITEM 11. FOR INSTRUCTIONS ON COMPLETING THE FORM, GO TO <http://www.state.nj.gov/eo>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: _____ 2. TYPE OF BUSINESS: 1. MFG. 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER _____ 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: _____

4. COMPANY NAME: Netchert, Dineen & Hillmann

5. STREET: 280 Baldwin Avenue CITY: Jersey City STATE: NJ ZIP CODE: 07306

6. NAME OF PARENT OR AFFILIATED COMPANY IF NONE SO INDICATE: _____ CITY: _____ STATE: _____ ZIP CODE: _____

7. NAME: William J. Netchert

8. CHECK ONE: SINGLE ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

9. IF SINGLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: _____

10. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: _____

11. MULTIPLE COMPANY AWARDED CONTRACT: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

12. DATE OF DATE: _____ DATE RECEIVED: _____ ASSIGNED IDENTIFICATION NUMBER: _____

SECTION B - EMPLOYMENT DATA

1. 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 zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SIGNIF**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/WHEN MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (COL. 2+3)	COL. 2 MALE	COL. 3 FEMALE	RACE					ETHNICITY						
				BLACK	HISPANIC	INDIAN	ASIAN	NON-MIN.	BLACK	HISPANIC	INDIAN	ASIAN	NON-MIN.		
Offices/Managers	2		2												
Professionals	4	2	2												
Technicians															
Sales Workers															
Office & Clerical	2		2												
Craftworkers (Skilled)															
Operatives (Semi-skilled)															
Laborers (Unskilled)															
Service Workers															
TOTAL	8	2	6												
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.														

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? 1. Visual Survey 2. Employment Record 3. Other (Specify): _____

14. IS THIS THE FIRST Employee hired under this contract? YES NO

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

16. DATES OF PAYROLL PERIOD COVERED: From: _____ To: _____

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (Print or Type): William J. Netchert TITLE: Partner DATE: 7/16/2018

18. ADDRESS NO. & STREET: 280 Baldwin Avenue CITY: Jersey City COUNTY: Hudson STATE: NJ ZIP CODE: 07306 PHONE (AREA CODE) NO. (EXTENSION): (201) 656-3000

City of Jersey City

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAL, 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):

William J. Netchert, Esq., Partner

Representative's Signature:

Netchert, Dineen & Hillmann, Esqs.

Name of Company:

(201) 656-3800

Date: July 16, 2018

Tel. No.:

Date:

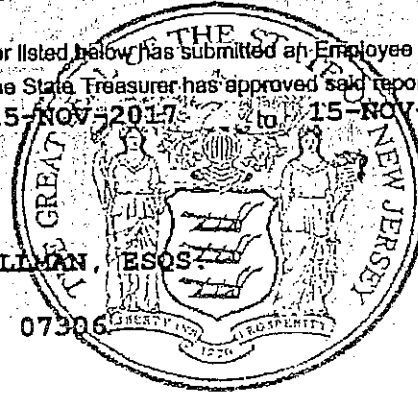
Certification : 22121

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-NOV-2017~~ to ~~15-NOV-2024~~

NETCHERT, DINEEN & HILLMAN,
280 BALDWIN AVENUE
JERSEY CITY

NJ 07306



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER
State Treasurer

2/1/04

Taxpayer Identification# 223-376-363/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: NETCHERT,DINEEN & HILLMAN	TRADE NAME: NETCHERT, DINEEN & HILLMANN, ESQS.	
TAXPAYER IDENTIFICATION#: 223-376-363/000	SEQUENCE NUMBER: 1090301	
ADDRESS: 280 BALDWIN AVENUE STE 3 JERSEY CITY NJ 07306-1315	ISSUANCE DATE: 09/27/04	
EFFECTIVE DATE: 01/01/96	<i>John E. Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is not assignable or transferable. It must be conspicuously displayed at above address	

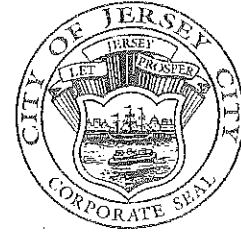
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-166

Agenda No. 10.Z.8

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES FOR THE ON-CALL CIVIL ENGINEERING SERVICES PROJECT NO. 19-003-E FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

WHEREAS, the City of Jersey City (City) requires the professional services of an engineering firm to assist in the development and implementation of Various Civil Engineering projects throughout the City; and

WHEREAS, in accordance with the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., through a "fair and open process", the City previously publicly advertised a Request for Qualifications for general civil engineering services and the City evaluated each firm as to its qualifications to provide these services; and

WHEREAS, T&M Associates submitted a Qualification Statement in response to the City's RFQ and is a pre-qualified engineering firm; and

WHEREAS, after careful review of the previously submitted qualification statement by the Division of Engineering, Traffic and Transportation, and satisfactory performance in other comparable projects, the Municipal Engineer recommends the award of a Professional Engineering Services contract to T&M Associates (T&M) because of its experience in all aspects of Municipal Engineering, for a total contract cost not to exceed the amount of \$250,000.00 in accordance with its billing rates dated January 1st, 2016; and

WHEREAS, Funds for this expenditure are available from the following account:

Acct. No.	Req. #	P.O. #	Amount
04-215-55- 151 -990	0186634	132717	\$204,349.16
04-215-55-151-990	0187311	132716	\$ 45,650.84
		Total Contract:	\$250,000.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, T&M Associates has submitted its Certification of Compliance with the City's Contractors 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

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

1. A professional engineering services contract in the amount of \$250,000.00 and for a term of twelve (12) months effective as of the execution by City officials is awarded to T&M Associates.
2. The Mayor or Business Administrator hereby is authorized to execute an agreement on behalf of the City in the form attached, subject to such modifications as the Corporation Counsel deems necessary or appropriate, and to take such other steps as may be necessary to effectuate the purpose of this resolution.
3. This award is made in accordance with the "Fair and Open Process" of the Pay-to-Play Law, N.J.S.A. 19:44A-2.4 et seq.

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES FOR THE ON-CALL CIVIL ENGINEERING SERVICES PROJECT NO. 19-003-E FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

- 4. The contract is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-5(1)(a)(i).
- 5. A copy of this resolution shall be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution. N.J.S.A. 40a:11-1 et seq.
- 6. The award of this contract shall be subject to the condition that the Contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 7. The Certification of Compliance with the City's Contractors Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with Resolution.

Elizabeth Castillo **ELIZABETH CASTILLO** ^{ACTING} 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.

Funds for this expenditure are available from 2018 General Engineering

Acct. No.	Req. #	P.O. #	Amount
04-215-55- 151 -990	0186634	132717	\$204,349.16
04-215-55-151-990	0187311	132716	\$ 45,650.84
Total Contract:			\$250,000.00

APPROVED: *Jose R. Cunha*
Jose R. Cunha, PE, CME, City Engineer

APPROVED AS TO LEGAL FORM

P.R.
2-20-19

APPROVED: _____
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 7-1-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	ABSTAIN			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES		✓	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T&M ASSOCIATES FOR THE ON-CALL CIVIL ENGINEERING SERVICES PROJECT NO. 19-003-E FOR THE DEPARTMENT OF ADMINISTRATION / ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Jose R. Cunha, PE, CME	City Engineer
Phone/email	201-547-6986	jcnha@cnj.org

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

Contract Purpose

The purpose of this contract award is for T&M Associates to provide professional services in matters relating to civil engineering. Examples of services/projects include the engineered solutions and construction inspection services for paving roads, construction of ADA handicap curb ramps, street signage and striping, and intersection improvements at various locations throughout the City and the preparation of engineered drawings for roadway safety improvement projects. These services will be defined by a set number of hours to be utilized, or as a task-based service in which there is prior agreement by proposal.

Cost (Identify all sources and amounts)

04-215-55-116-990	CAPITAL	\$204,349.16
04-215-55-151-990	CAPITAL	\$ 45,650.84
TOTAL CONTRACT:		\$250,000.00

Contract term (include all proposed renewals)

One year.

Type of award

If "Other Exception", enter type

Additional Information

Jose R. Cunha
Jose R. Cunha, PE, CME, City Engineer

2/5/19
Date

js
Signature of Department Director

2/5/19
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : February 2, 2019

TO : Rolando Lavarro, Council President and Municipal Council

CC : Robert Byrne, City Clerk
Donna Mauer, Chief Financial Officer
Ray Reddington, Law Department
Dawn Odom, Supv. Adm. Analyst

FROM : Jose R. Cunha, PE, CME, Director of ET&T

SUBJECT : **Recommendation to Award On Call Civil Engineering Services
Jersey City Project No. 19-003E**

The Jersey City Division of Engineering, Traffic & Transportation recommends that the City Council approve an On Call Civil Engineering Services contract with T&M Associates in the amount not to exceed \$250,000.00.

We anticipate the contract to include the following line items:

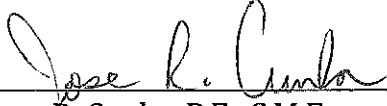
- Preliminary Investigations & Survey
- Base Map Surveys
- Design/Construction Plans/Technical Specifications
- Construction Management and Inspection
- Reimbursable Expenses

Our office has an abundance of projects in the near future which will call for assistance with the above tasks. The following projects may call for their involvement;


- NJTPA FY2017 Road Program – Johnston Avenue
- NJDOT Municipal Aid FY2017 Road Program - Westside, Audubon, and College
- NJDOT Municipal Aid FY2018 Road Program – Washington and Central
- NJTPA FY2017 & FY2018 Local Safety Grant Road Program – Sip Avenue
- NJTPA FY2017 & FY2018 Local Safety Grant Road Program – West Side Avenue
- Bergen Avenue Road Program
- Dr. Martin Luther King Jr. Drive Road Program
- Capital Improvement Resurfacing

T&M has performed excellent work in the past and they have agreed to holding the billing rates in the attached 2016 Schedule of Hourly Rates and 2016 Schedule of Miscellaneous Charges contained in Statement of Qualifications for General Engineering Services 2016-2018.

Should you have any questions, please contact this office.
Sincerely,



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



Brian D. Platt, MPA
Business Administrator

Requisition #
0187311

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
T&M ASSOCIATES
11 TINDALL ROAD
ATTN: DOMINIC CARRINO
MIDDLETOWN NJ 07748
TM550390

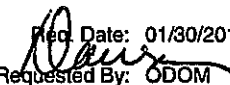
Dept. Bill To
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

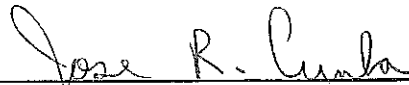
Dept. Ship To
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Contact Info
Chris Piersa, P.E.,
2015475834

Quantity	UOM	Description	Account	Unit Price	Total
1.00	R	ON CALL ENGINEERING	04-215-55-151-990	45,650.84	45,650.84
<p>ENCUMBRANCE FOR RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING CONTRACT TO T&M ASSOCIATES FOR THE ON-CALL CIVIL ENGINEERING SERVICES PROJECT #19-003-E FOR THE DIVISION OF ENGINEERING, TRAFFIC, AND TRANSPORTATION</p> <p>PROPOSAL: \$250,000.00</p> <p>SEE OTHER REQ. 0186634 (\$204,349.16)</p> <p>AMOUNT OF THIS REQUISITION: \$45,650.84 FUNDING SOURCE: 2018 ENGINEERING/PROF. SERVICES</p>					

Requisition Total 45,650.84

Req. Date: 01/30/2019
Requested By: 
Buyer Id:

Approved By: 

This Is Not A Purchase Order

Requisition #
0186634

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
T&M ASSOCIATES
11 TINDALL ROAD
ATTN: DOMINIC CARRINO
MIDDLETOWN NJ 07748
TM550390

Dept. Bill To
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

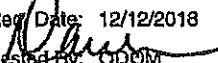
Dept. Ship To
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Contact Info
Chris Piersa, P.E.
2015475834

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	ON CALL ENGINEERING	04-215-55-116-990	200,000.00	200,000.00
ENCUMBRANCE FOR RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING CONTRACT TO T&M ASSOCIATES FOR THE ON-CALL CIVIL ENGINEERING SERVICES PROJECT 19-003-E FOR THE DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION				\$ 204,349.16	\$ 204,349.16
PROPOSAL \$200,000.00 - \$250,000					
FUNDING SOURCE: 2016 ENGINEERING/PROF. SERVICES					
AMOUNT OF THIS REQUISITION: \$200,000.00					
				\$ 204,349.16	

\$ 204,349.16

Requisition Total 200,000.00

Req Date: 12/12/2018
Requested By: 
Buyer Id:

Approved By: 

This Is Not A Purchase Order

**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 T&M Associates (name of business entity) has not made any reportable contributions in the **one-year period preceding 2/7/2019 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract T&M Associates (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: T&M Associates

Signed: _____ Title: President & CEO

Print Name: Gary C. Dahms Date: February 19, 2019

Subscribed and sworn before me
this 19th day of February, 2019

My Commission expires:

Laura F. McCabe
(Affiant)
Laura McCabe, Notary Public

Laura F McCabe (Print name & title of affiant) (Corporate Seal)
Notary Public
New Jersey
My Commission Expires 1-24-2024
No. 2310767

**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.

09/13/01

**T & M ASSOCIATES
ELEVEN TINDALL RD
MIDDLETOWN NJ 07748**

Taxpayer Identification# **221-806-708/000**

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio
Director, Division of Revenue

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

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

TAXPAYER NAME:

T & M ASSOCIATES

TAXPAYER IDENTIFICATION#

221-806-708/000

ADDRESS

**ELEVEN TINDALL RD
MIDDLETOWN NJ 07748**

EFFECTIVE DATE:

03/21/86

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0063800

ISSUANCE DATE:

09/13/01



Director, Division of Revenue

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

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue East
Jersey City NJ 07305
Tel. # 201-547-4538
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Donato DiZuzio, Senior Vice President/Operations Manager

Representative's Signature: 

Name of Company: T&M Associates

Tel. No.: 973-614-0005

Date: February 1, 2019

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018

February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

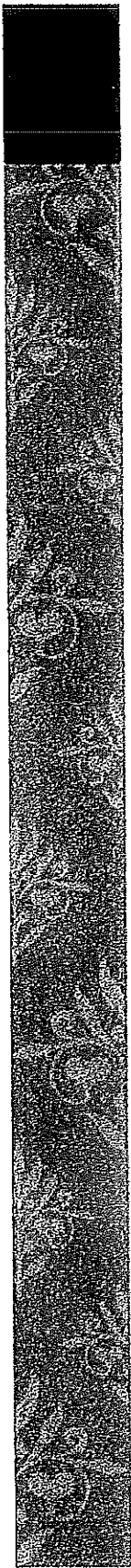
On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

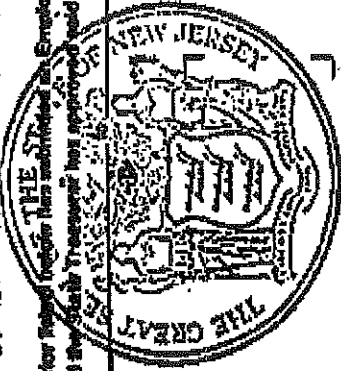
Sample Certificate of Employee Information Report



VOID

Certification _____
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor herein has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.



State Treasurer

VOID

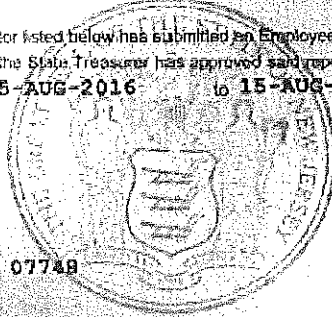
Certification 1589

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2016** to **15-AUG-2019**

T & M ASSOCIATES
11 TINDALL ROAD
MIDDLETOWN

NJ 07748



Ford W. Scudder

FORD W. SCUDDER
Acting State Treasurer

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$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/divisionofpurchaseandproperty/eo1.htm>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THIS 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 AWARDED CONTRACT		
CITY COUNTY STATE ZIP CODE		
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 A.L.A. employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

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

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

Sample Employee Information Report Form AA302

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

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

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

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

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

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

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

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

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

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

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

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

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE), TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert
Rev. 11/11

Print Form



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT: FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
 1. Lost Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
7. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available)

ITEM 3 - Enter the name by which the company is identified

ITEM 4 - Enter the physical location of the company Include City, County, State and Zip Code

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY", TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

**RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT**



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the "State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of \$150.00 payable to "the Treasurer; State of New Jersey" (fee is non-refundable) and
2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or
3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

**NEW INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL
DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

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

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

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

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

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

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

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

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

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

ITEM 10 - Not Applicable.

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

ITEM 14 - Not Applicable.

ITEM 15 - Not Applicable.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473



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

3. COMPANY NAME

4. STREET CITY COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

1. Last Certificate 2. Damaged 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES PROMOTIONS TRANSFERS TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____ DATES OF PAYROLL PERIOD USED: FROM _____ TO _____

NAME OF FACILITY: _____

Street _____ City _____ County _____ State _____ Zip code _____

JOB CATEGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

I certify that the information on this Form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type)

SIGNATURE

DATE SUBMITTED

LAST FIRST MI

ADDRESS (NO. & STREET)

(CITY)

(STATE)

(ZIP)

PHONE (AREA CODE, NO., EXTENSION)

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.
2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

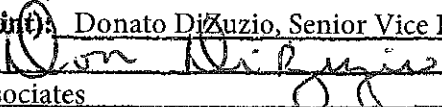
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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: Donato DiZuzio, Senior Vice President/Operations Manager
Representative's Signature: 
Name of Company: T&M Associates
Tel. No.: 973-614-0005 Date: February 1, 2019

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : T&M Associates

Address : 11 Tindall Road, Middletown, NJ 07748

Telephone No. : 732-671-6400

Contact Name : Donato DiZuzio

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

"New Jersey Business Registration Requirements" For Goods, Professional Service and General Service Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et 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."

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND GENERAL SERVICE CONTRACTS

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION: [illegible]
ADDRESS: [illegible]
CERTIFICATE NUMBER: [illegible]
ISSUANCE DATE: [illegible]

J.P. & Co.

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	TAX REG TEST ACCOUNT
Taxpayer Address:	247 ROHLING AVE TRENTON, NJ 08611
Certificate Number:	1063907
Date of Issuance:	October 14, 2004
For Office Use Only:	20-21014512012023

09/13/01

T & M ASSOCIATES
ELEVEN TINDALL RD
MIDDLETOWN NJ 07748

Taxpayer Identification# 221-806-708/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

T & M ASSOCIATES

TAXPAYER IDENTIFICATION#

221-806-708/000

ADDRESS

ELEVEN TINDALL RD
MIDDLETOWN NJ 07748

EFFECTIVE DATE:

03/21/66

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0063800

ISSUANCE DATE:

09/13/01



Director, Division of Revenue

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

AGREEMENT

Agreement made this _____ day of _____, 2019 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey (“CITY”) and T&M ASSOCIATES, located at 11 Tindall Road, Middletown, New Jersey 07748 (hereinafter referred to as (“CONSULTANT”).

WHEREAS, the CITY requires professional engineering services for the On-Call Civil Engineering Services Project No. 19-003-E (“Project”); and

WHEREAS, the CITY requires professional engineering services for engineering and design, and construction inspection services for roadway and intersection safety improvements at various locations throughout the CITY and the preparation of engineered drawings to implement roadway and intersection safety improvements; and

WHEREAS, CONSULTANT submitted a 2016 Schedule of Hourly Rates and 2016 Schedule of Miscellaneous Charges, (“Consultant’s Statement of Qualifications dated August 11, 2016”) attached hereto; and

WHEREAS, the total contract amount shall not exceed the amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00); and

WHEREAS, the CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to civil engineered drawings, implementation of roadway and intersection safety improvements; and

WHEREAS, the CITY approved Resolution No. _____ on _____, 2019 awarding a professional services contract to the CONSULTANT;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for CONSULTANT to provide the CITY with engineering services, for the On-Call Civil Engineering Services, Project No. 19-003-E.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and Consultant's

Proposal, which is attached hereto and incorporated herein by reference. This Agreement and the Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of Twelve (12) months after execution of this Agreement.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted

competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of design and professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal with a total contract amount not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract. The CONSULTANT shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, Generally Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- i) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- ii) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- iii) Automobile Liability in the amount of \$1,000,000 combined single limit.
- iv) Professional Liability in the amount of \$2,000,000 per occurrence in aggregate.

The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

B. Professional Liability Insurance shall be kept in force until at least one (1) year after completion of this Contract.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) day's written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by first entering into structured non-binding negotiations with the

assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans With Disabilities language that is included as Appendix A of this proposal and agree that the

provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from reasonable costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY, and its respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding

on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and

remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance '3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that 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 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 e-9-.1 et Seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two *2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

BRIAN D. PLATT
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

T&M ASSOCIATES

BY: _____
NAME

TITLE

APPROVED AS TO LEGAL FORM

NICHOLAS STRASSER
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager



T&M understands the need to provide services in a cost-effective manner. We realize that each dollar expended by our clients must be wisely spent, stretched as far as possible and accounted for carefully.

2016 SCHEDULE OF HOURLY RATES

BILLING TITLE	BILLING RATE/HR
Junior Technical Staff Administrative Support Staff	\$83.00
Field Staff Professional Entry Level	\$99.00
Technical Staff Junior Professional Staff	\$140.00
Professional Staff Senior Technical and Field Staff	\$151.00
Senior Professional Staff Supervising Technical Staff	\$162.00
Supervising Professional Staff	\$177.00
Principal Division Manager Corporate Manager	\$184.00

Billing Basis: Fixed Rate for Each Billing Title

Title M-2016

T&M occasionally uses part-time and temporary staff to meet peak workload demands, and these staff will be billed in accordance with the rate schedule above.

2016 SCHEDULE OF MISCELLANEOUS CHARGES

Contracted Services

Including sub-consultants, contracted labor, Sub-professionals, and sub-contractors.....Invoice Cost + 15%

Direct Expenses

Disbursements to agencies, vendors and suppliers Including equipment; interstate transportation; permit, application, review, and similar fees; printing, plotting, reproduction, binding, and other graphic services; outside computer services; title, research, and data services; courier and express services; project field office expenses; and out-of-state telephone costs..... Invoice Cost

Other Charges

Mileage.....Commensurate with IRS Guidelines
 Travel and SubsistenceInvoice Cost
 Field Vehicles \$105/Day

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

City Clerk File No. Res. 19-167

Agenda No. 10.Z.9

Approved: FEB 27 2019

TITLE:



RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF WERNER SUAREZ TO REPRESENT GERALD MCCANN IN THE MATTER OF ANGELO BESKALY, ET AL. V. GERALD MCCANN AND CITY OF JERSEY CITY

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, Gerald McCann an employee in the City of Jersey City Department of Public Works was named in a complaint filed on December 20, 2018 by Angelo Beskaly, and John and Mary Ann LLC, in Superior Court of New Jersey, Docket no. HUD-L-005041-18 alleging Gerald McCann was improperly targeting property owners for frivolous City Code violations; and

WHEREAS, the Corporation Counsel recommended the appointment of special outside counsel to handle this matter; and

WHEREAS, Werner Suarez, 2 University Plaza, Suite 109, Hackensack, New Jersey 07601 agreed to provide these services at an hourly rate of \$150.00 per hour, including expenses, for a total amount not to exceed \$50,000.00; and

WHEREAS, Werner Suarez, is a law firm in the State of New Jersey and is qualified to perform these services; and

WHEREAS, in October, 2018, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Werner Suarez submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract award is made for a term of one year and is in accordance with the "fair and open process" of the Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq.; and

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

WHEREAS, the resolution authorizing the award and agreement itself must be available for public inspection; and

WHEREAS, a temporary encumbrance for \$10,000.00 is available in Account No. 01-201-20-155-312.

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

1. A contract to represent Gerald McCann is awarded to Werner Suarez for a one-year period effective January 31, 2019 for a total contract amount of \$50,000.00, including expenses;
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;

TITLE:

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF WERNER SUAREZ TO REPRESENT GERALD MCCANN IN THE MATTER OF ANGELO BESKALY, ET AL. V. GERALD MCCANN AND CITY OF JERSEY CITY

- 3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
- 5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I, hereby certify that there are sufficient funds available in **Account No. 01-201-20-155-312, P.O. No. 132696**

Elizabeth Castillo
Elizabeth Castillo, Acting Chief Financial Officer

02/20/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF WERNER SUAREZ TO REPRESENT GERALD MCCANN IN THE MATTER OF ANGELO BESKALY, ET AL. V. GERALD MCCANN AND CITY OF JERSEY CITY

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

Contract Purpose

Outside counsel is required to represent Gerald McCann, whom is being accused of improperly targeting property owners for frivolous city code violations.

Cost (Identify all sources and amounts)

Law Department Funds
19-01-201-20-155-312
\$50,000.00

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Joana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547-4533
Fax# 201-547-5088
E-mail Address: abuanJ@jonj.org

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/henstry/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 19 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Anthony R. Suarez, Managing Member

Representative's Signature: [Handwritten Signature]

Name of Company: Werner Suarez

Tel. No.: 201-487-4111

Date: 1/7/19

(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.

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

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

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, this 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: Arthur P. Suarez / Manager
Representative's Signature: [Signature]
Name of Company: Werner Suarez
Tel. No.: 201-487-4111 Date: 11/7/19

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Werna Suarez
Address : 2 University Plaza, Ste 109, Hackensack
Telephone No. : 201-487-4111
Contact Name : Anthony R. Suarez

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Germa Suarez (name of business entity) has not made any reportable contributions in the **one-year period preceding 1-24-19 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Germa Suarez (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Germa Suarez

Signed: [Signature] Title: Managing Member

Print Name: Anthony R. Suarez Date: 1-7-19

Subscribed and sworn before me
this 7th day of JAN, 2019.

My Commission expires [Signature]

[Signature] (Affiant)
Anthony R. Suarez, Managing Member
(Print name & title of affiant) (Corporate Seal)

BRENDA W ROBINSON
ID # 71416
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires March 31, 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.

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

Part I - Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Pritz-Arey for Council
Lavatro for Councilman	Friends of Richard Boggiano
Friends of Joyce Wattermann	Michael Ynn for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Anthony Suarez	105 Centre Street Ridgefield, NJ 07657

Part 3 - Signature and Attestation:

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

Name of Business Entity: Werner Suarez

Signature of Affiant: [Signature]

Title: Manager Member

Printed Name of Affiant: Anthony Suarez

Date: 1/7/19

Subscribed and sworn before me this 17th day of

JAN., 2019.

Brenda W. Robinson
 My Commission expires:

Evelyn Rodriguez
 Witnessed or attested by
Attorney at Law
 (Ska)

BRENDA W ROBINSON
 ID # 71416
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 My Commission Expires March 31, 2020

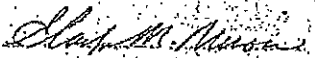
Certification 55491

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2016 to 15-JAN-2023



WERNER SUAREZ
2 UNIVERSITY PLAZA, STE 109
HACKENSACK NJ 07601


ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
LAW OFFICES OF WERNER & SUAREZ LIMITED L

ADDRESS:
2 UNIVERSITY PLZ STE 109
HACKENSACK NJ 07601

EFFECTIVE DATE:

12/23/14

TRADE NAME:
WERNER SUAREZ

SEQUENCE NUMBER:
1921268

ISSUANCE DATE:
07/02/18

James J. Gussione
Director
New Jersey Division of Revenue

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Werner Suarez, 2 University Plaza, Hackensack, NJ 07601 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel for legal services related to Anne Doyle.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs,

the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to

perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as

Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with whom the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel who's billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges

- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

X. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian Platt
Business Administrator

WITNESS:

Werner Suarez

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

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

City Clerk File No. Res. 19-168

Agenda No. 10.Z.10

Approved: FEB 27 2019

TITLE:



RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO THE LAW FIRM OF GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL, PC AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS PENDING FORECLOSURE MATTERS

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 various foreclosure matters; and

WHEREAS, Corporation Counsel recommended the appointment of outside counsel to represent the City of Jersey City; and

WHEREAS, the law firm of Goldenberg, Mackler, Sayegh Mintz, Pfeffer, Bonchi & Gill, PC, 660 New Road, Suite 1-A, Northfield, NJ 08225, is qualified to perform these services; and

WHEREAS, Goldenberg, Mackler, Sayegh Mintz, Pfeffer, Bonchi & Gill, PC agreed to provide his services at the rate of **\$150.00** per hour and for a total contract amount not to exceed **\$50,000**; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law); and

WHEREAS, Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the law firm of Goldenberg, Mackler, Sayeh, Mintz, Pfeffer, Bonchi & Gill has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Goldenberg, Mackler, Sayeh, Mintz, Pfeffer, Bonchi & Gill from making any reportable contributions during the term of the contract; and

WHEREAS, the law firm of Goldenberg, Mackler, Sayeh, Mintz, Pfeffer, Bonchi & Gill has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, a temporary encumbrance for **\$10,000.00** is available in **Account No. 01-201-20-155-312**.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of a contract to the law firm of Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill is hereby ratified for one year effective February 1, 2019, for a total contract amount of \$50,000;

City Clerk File No. Res. 19-168

Agenda No. 10.Z.10 **FEB 27 2019**

TITLE:

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO THE LAW FIRM OF GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL, PC AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS PENDING FORECLOSURE MATTERS

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification, as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this Resolution.

6. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

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 2019 fiscal year budget shall be subject the encumbrance of funds in the 2019 fiscal year budget.

I, hereby certify that there are sufficient funds available in Account No.: 18-01-201-20-155-312 for payment of this resolution. P.O. No. 132707

Elizabeth Castillo
Elizabeth Castillo, Acting Chief Financial Officer

02/20/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
2-20-19

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO THE LAW FIRM OF GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL, PC AS SPECIAL COUNSEL TO REPRESENT THE CITY OF JERSEY CITY IN VARIOUS PENDING FORECLOSURE MATTERS

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

Contract Purpose

To retain a professional consultant to represent the City in various pending foreclosure matters.

Cost (Identify all sources and amounts)

Law Department Funds
19-01-201-20-155-312
\$50,000.00

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

DETERMINATION OF VALUE CERTIFICATION

Peter Baker, of full age, hereby certifies as follows:

1. I am the City of Jersey City's (City) Corporation Counsel and the Director of the Law Department.
2. The City requires the services of a law firm to represent the City in connection with various pending foreclosure matters.
3. Contracts for legal services are exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
4. I recommend that the City award a contract for legal services to contract to Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, PC
5. The term of the contract is one year effective as of February 1, 2019.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

Peter Baker, Corporation Counsel

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's 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): Keith A. Bonchi, Esq., Partner

Representative's Signature: _____

Name of Company: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Tel. No.: 609-646-0222

Date: 10/12/18

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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): Keith A. Bonchi, Esq., Partner

Representative's Signature: _____

Name of Company: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Cal. No.: 609-646-0222

Date: 10/12/18

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill
Address: 660 New Road, Suite 1A, Northfield, NJ 08225
Telephone No.: (609) 646-0222
Contact Name: Keith A. Bonchi, Esq.

Please check applicable category:

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

Definitions:

Minority Business Enterprise:

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill
Address : 660 New Road, Suite 1A, Northfield, NJ 08225
Telephone No. : (609) 646-0222
Contact Name : Keith A. Bonchi, Esq.

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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 Fylop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Kenneth D. Mackler	412 N. Douglass Ave., Margate, NJ 08402
Joseph Eran Sayegh	20 N. Nassau Ave., Margate, NJ 08402
Lawrence A. Mintz	211 Schoolhouse Dr., Linwood, NJ 08221
Mark Pfeffer	604 Zion Road, Egg Harbor Twp., NJ 08234
Keith A. Bonchi	2027 Cedarbridge Road, Northfield, NJ 08225
Michael A. Gill	306 Steven Drive, Linwood, NJ 08221
Michael J. Mackler	18 Harbour Lane, Margate, NJ 08402
Joel M. Chipkin	7802 Marshall Ave., Margate, NJ 08402
Francis J. Ballak	13 Tansgate Blvd., Berlin, NJ 08009
Daniel G. Tracy	60 La Costa Drive, Egg Harbor Twp., NJ 08234

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: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Signature of Affiant: [Signature] Title: Partner

Printed Name of Affiant: Keith A. Bonchi, Esq. Date: 10/12/18

Subscribed and sworn before me this 12th day of

October, 2018.

JANET A. BROWN

A Notary Public of New Jersey

My Commission expires: My Commission Expires April 28, 2019

[Signature]
(Witnessed or attested by)

(Seal)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLDENBERG, MACKLER & SAYEGH, PROFESSIONAL ASSOCIATION

Trade Name: PROFESSIONAL ASSOCIATION

Address: 1030 ATLANTIC AVE
ATLANTIC CITY, NJ 08401-7427

Certificate Number: 0115867

Effective Date: May 02, 2002

Date of Issuance: October 19, 2015

For Office Use Only:

20151019131436562

Certification 14694

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-2017** to **15-JUN-2020**

GOLDENBERG, MACKLER, SAYEGH, P.A.
1030 ATLANTIC AVE.
ATLANTIC CITY NJ 08401



A handwritten signature in black ink, appearing to read 'Ford M. Scudder'.

FORD M. SCUDDER
State Treasurer

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Keith A. Bonchi, Esq., of the law firm of Goldberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, PC, 660 New Road, Suite 1-A, Northfield, NJ 08225 ("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 a pending foreclosure matter involving the property located at 227 Clinton Avenue, Jersey City.

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 in 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. POLITICAL CONTRIBUTION PROHIBITION

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

V. CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000

from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

V. 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.

VI. CITY OF JERSYE CITY LOBBYIST DISCLOSURE ORDINANCE

The 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 Contract 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.

VII. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000 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). 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.

VIII. 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.

IX. 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.

X. 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.

XI. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian Platt
Business Administrator

WITNESS:

**Goldenberg, Mackler, Sayegh,
Mintz, Pfeffer, Bonchi & Gill, PC**

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

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

City Clerk File No. Res. 19-169

Agenda No. 10.Z.11

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON MARCH 1, 2019 OF A CONTRACT WITH CONTROL SERVICES LLC, FOR SNOW REMOVAL, SALTING AND PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 16.788, approved on November 22, 2016, awarded a one-year contract in the amount of \$2,042,922.00 to **Control Service LLC**, for snow removal, salting and plowing for the City of Jersey City (City), Department of Public Works / Division of Sanitation; and

WHEREAS, Resolution No. 17.903, approved on November 29, 2017, exercised the only one year renewal option for a total contract amount of \$2,042,922.00; and

WHEREAS, Resolution No. 18-1127, approved on December 19, 2018 authorized a month-to-month extension of the contract not to exceed three months while the City prepared the bid specifications; and

WHEREAS, it is necessary to extend the snow removal, salting and plowing contract on a month-to month basis not to exceed three (3) months effective February 26, 2019 while the City continues to update and revise the bid specifications; and

WHEREAS, the total cost of the contract extension shall not exceed the sum of \$400,000.00; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

WHEREAS, funds in the amount of \$100,000.00 are available in the Division of Sanitation Operating Account No. 19-01-201-26-292-314.

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

1. The extension of a contract with **Control Service LLC**, for snow removal, salting and plowing on a month-to-month basis not to exceed three (3) months effective March 1, 2019 is approved.
2. The total cost of the contract extension shall not exceed the sum of \$400,000.00.
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 permanent budget.

(Continued on Page 2)

City Clerk File No. Res. 19-169

Agenda No. 10-Z.11 **FEB 27 2019**

TITLE:

RESOLUTION AUTHORIZING A MONTH - TO - MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON MARCH 1, 2019 OF A CONTRACT WITH CONTROL SERVICES LLC, FOR SNOW REMOVAL, SALTING AND PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

- 5. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

I, Elizabeth Castillo Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Sanitation Operating Account No. 19-01-201-26-292-314 for payment of the above resolution.

Requisition # 0187514

Purchase Order # 132665

February 14, 2019

APPROVED: Silviana Buzza for P.C.S. APPROVED AS TO LEGAL FORM

R.R
2-15-19

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 18-1127

Agenda No. 10.Z.50

Approved: DEC 19 2018

TITLE:



RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON DECEMBER 1, 2018 OF A CONTRACT WITH CONTROL SERVICES LLC, FOR SNOW REMOVAL, SALTING AND PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

COUNCIL: OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 16.788, approved on November 22, 2016, awarded a one-year contract in the amount of \$2,042,922.00 to **Control Service LLC**, for snow removal, salting and plowing for the City of Jersey City (City), Department of Public Works / Division of Sanitation; and

WHEREAS, Resolution No. 17.903, approved on November 29, 2017, exercised the only renewal option for a total contract amount of \$2,042,922.00; and

WHEREAS, it is necessary to extend the contract on a month to month basis not to exceed three (3) months effective December 1st, 2018 while the City updates and revises the bid specifications; and

WHEREAS, the total cost of the contract extension shall not exceed the sum of \$400,000.00; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

WHEREAS, funds for \$100,000.00 are available in the Division Sanitation Operating Account No. 18-01-201-26-292-314.

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

1. The extension of a contract with **Control Service LLC**, for snow removal, salting and plowing on a month-to-month basis not to exceed three (3) months effective December 1, 2018 is approved.
2. The total cost of the contract extension shall not exceed the sum of \$400,000.00.
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
4. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in 2018 fiscal year permanent budget shall be subject to the appropriation of sufficient funds in the 2019 temporary budget.

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING A MONTH TO MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON NOVEMBER 23, 2018 OF A CONTRACT WITH CONTROL SERVICES LLC, FOR SNOW REMOVAL, SALTING AND PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Sanitation Operating Account No. 18-01-201-26-292-314 for payment of the above resolution.

Requisition # 0186196
 Purchase Order # 131428

November 13, 2018

JMcK
12/14/18

APPROVED: [Signature] APPROVED AS TO LEGAL FORM
Patrick G. Stamato, DPW Director
 APPROVED: _____
 Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.19.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	ABSENT			LAVARRO, PRES	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.
[Signature] [Signature]
 Rolando R. Lavarro, Jr., President of Council Robert Byrge, City Clerk



CONTROL

SERVICES LLC

P.O. Box 269
Bayonne, NJ 07002
(201) 435-6900
Cell: (201) 538-2124

Friday – November 30, 2018

Jersey City DPW
13 Linden Ave
Jersey City, NJ 07305

Re: Snow Plowing, salting and Snow Removal Extension for 3 months

Mr. Lamperalli,

Please accept this letter as formal acceptance on behalf of Control Services for the Snow plowing, salting and removal. Control Services has accepted the contract extension for a 3-month period ending on March 1st, 2019, all unit rates will remain the same during this time. Please feel free to contact me with any questions, thank you.

Sincerely,

Joe Bolowski

Joseph Bolowski

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Joseph Boloniski, Owner

Representative's Signature: [Signature]

Name of Company: Contract Services LLC

Tel. No.: 201-435-6900

Date: 12/5/18

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

The contractor and the City of Solsen 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): Joseph B. Bronsici, owner
Representative's Signature: [Signature]
Name of Company: Control Services LLC
Tel. No.: 201-435-6900 Date: 12/5/18

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Control Services LLC
Address : D.O. ROX 269 Bayonne, NJ 07002
Telephone No. : 201-435-6900
Contact Name : Joseph Bolowski

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: Control services LLC
Address: P.O. BOX 269, Bayonne NJ 07002
Telephone No.: 201-435-6900
Contact Name: Joseph Bolonski

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

James J. 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 282 TRENTON, NJ 08646-0282
TAXPAYER NAME: CONTROL SERVICES LLC	TRADE NAME:	
ADDRESS: 84 HARBOR DRIVE JERSEY CITY NJ 07305-4504	SEQUENCE NUMBER: 1729305	
EFFECTIVE DATE: 07/11/12	ISSUANCE DATE: 01/15/15	
FORM-BRC		
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

Certification 52632

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27. The report was reviewed and the State Treasurer has approved said report. This approval will remain in effect for the period 12/15/2021 to 12/15/2022.

CONTROL SERVICES
P.O. BOX 763
BAYONNE, N.J. 07001



Approved: 
Siobhan Ensign
State Treasurer

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

City Clerk File No. Res. 17-903

Agenda No. 10.0

Approved: NOV 29 2017

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH CONTROL SERVICES, LLC FOR SNOW REMOVAL, SALTING & PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

COUNCIL OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 16.788, approved on November 22, 2016, awarded a one-year contract in the amount of \$2,042,922.00 to Control Services, LLC for snow removal, salting & plowing for the City of Jersey City (City), Department of Public Works / Division of Sanitation; and

WHEREAS, the bid specifications provided the City with an option to renew the contract for a one year period with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of November 23, 2017 and ending on November 22, 2018; and

WHEREAS, the total cost of the contract renewal is \$2,042,922.00; and

WHEREAS, funds in the amount of \$100,000.00 are available in the Division of Sanitation Operating Account No. 17-01-201-26-292-314; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Control Services, LLC for snow removal, salting and plowing for the City of Jersey City (City), Department of Public Works / Division of Sanitation;
- 2) The renewal contract is for a one-year period effective as of November 23, 2017, and the total cost of the contract shall not exceed \$2,042,922.00;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

City Clerk File No. Res. 17-903

Agenda No. 10.0 NOV 29 2017

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH CONTROL SERVICES, LLC FOR SNOW REMOVAL, SALTING & PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION**

I, Donna Maurer Donna Maurer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Sanitation Operating Account No. 17-01-201-26-292-314 for payment of the above resolution.

Requisition # 0181255

Purchase Order # 126986

November 8, 2017

APPROVED: [Signature] 11/7/17 APPROVED AS TO LEGAL FORM BD 11/7/17
Patricia Stamato PAW Director
 APPROVED: [Signature] 11/7/17
Business Administrator Corporation Counsel
 Certification Required
 Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

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

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

[Signature] Rafaelo R. Lavano, Jr., President of Council [Signature] Robert Byrne, City Clerk

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

City Clerk File No. Res. 16.788

Agenda No. 10.X

Approved: NOV 22 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO CONTROL SERVICES, LLC FOR SNOW REMOVAL, SALTING & PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF SANITATION

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on November 3, 2016 for Snow Removal, Salting and Plowing for the Department of Public Works/Division of Sanitation; and

WHEREAS, this contract was bid as a one-year (1) open-end contract for the snow season 2016/2017, the minimum and maximum quantities for the Two (2) Items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the sum of Two Million, Forty Two Thousand, Nine Hundred Twenty Two (\$2,042,922.00) Dollars, will be budgeted for the 2016 & 2017 budgets; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Control Services, LLC to be fair and reasonable; and

WHEREAS, the sum of Forty Thousand \$40,000.00 is available in Operating Account No. 01-201-26-292-314; and

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Control Services, LLC, for the Department of Public Works/Division of Sanitation;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to One (1) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for two (2) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

Continuation of Resolution Res. 16.788
City Clerk File No. 10.X NOV 22 2016
Agenda No. 10.X NOV 22 2016

TITLE:
RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO CONTROL SERVICES, LLC FOR SNOW REMOVAL, SALTING & PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF SANITATION

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Public Works/Division of Sanitation		Temp. Encumb.	Amount
Acont #	P.O #		
01-201-26-292-314	123891		\$40,000.00
TOTAL CONTRACT			\$2,042,922.00

Approved by Raquel Bando, RPPS
for Peter Hidalgo, Director of Purchasing

PF/pc
11/17/16

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
Jacque Monahan
for Corporation Counsel
Certification Required
Not Required APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-22-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GARDEN	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rafaelo R. Lavarro, Jr.
Rafaelo 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. 19-170

Agenda No. 10.Z.12

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE COMMUNITY SERVICES BLOCK GRANT FOR FY 2019

COUNCIL _____ offered and moved adoption
of the following resolution:

WHEREAS, the New Jersey Department of Community Affairs (DCA) has been designated as the State Agency to administer and supervise the federal Community Services Block Grant; and

WHEREAS, the New Jersey Department of Community Affairs intends to award the City of Jersey City approximately \$933,801.00 for the Community Services Block Grant Program, and

WHEREAS, the City of Jersey City through its Division of Community Development, desires to accept Grant Agreement No. 2019-05235-0362 from the State of New Jersey, Department of Community Affairs; and

WHEREAS, the New Jersey Department of Community Affairs has issued an initial allocation of \$233,450.00 for the operation of the Community Services Block Grant Program; and

WHEREAS, this allocation represents a portion of the anticipated grant award of approximately \$933,801.00; and

WHEREAS, the City of Jersey City recognizes and accepts that the Department may offer a lesser or greater amount upon receipt of the final Grant Agreement from DCA; and

WHEREAS, this Grant Agreement will be effective from the period of January 1, 2019 through December 31, 2019; and

WHEREAS, no local cash match is required by the City of Jersey City under this agreement; and

WHEREAS, the Division of Community Development recommends the acceptance of this Grant Agreement as being in the best interest of the City of Jersey City.

TITLE:

RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE COMMUNITY SERVICES BLOCK GRANT FOR FY 2019

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

1. The City of Jersey City is hereby authorized to accept and execute Grant Agreement No. 2019-05235-0362 with the New Jersey Department of Community Affairs for the purpose of accepting funds under the federal Community Services Block Grant.
2. Be it further resolved, that the Mayor or Business Administrator is authorized to sign the Community Services Block Grant Agreement and any other documents necessary in connection therewith.
3. The City of Jersey City hereby accepts the funds in the amount of \$233,450.00 and any additional funding from the New Jersey Department of Community Affairs for the 2019 Community Services Block Grant; and
4. Upon receiving a commitment from the Department of Community Affairs for the balance of the funding anticipated, the Division of Community Development will increase the funding to reflect the full funding level identified on the previous page; and
5. 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 funding to reflect the full funding level; and
6. The Office of Management and Budget is hereby authorized to establish and increase the proper accounts for these funds.

*3/9
2/11/19*

APPROVED: [Signature] APPROVED AS TO LEGAL FORM
 APPROVED: [Signature] Corporation Counsel
 Business Administrator

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								2.27.19			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

Resolution of the Municipal Council of the City of Jersey City Authorizing Acceptance and Execution of a grant Agreement between the City of Jersey City and the New Jersey Department of Community Affairs for funding under the Community Services Block Grant (CSBG) for FY2019

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@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 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 programs for senior citizens.

In regulation with the Department of Community Affairs DCA the Community Services Grant Term, funds for this grant are available for one fiscal year. The program year of operation for this grant is January 1, 2019 – December 31, 2019.

Cost (Identify all sources and amounts)

Grant Funds - \$233,450 (initial allocation).
Expected total allocation of \$933,801.00

Contract term (include all proposed renewals)

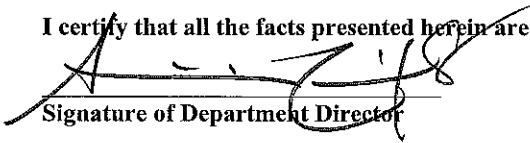
Grant Term is from January 1, 2019 – December 31, 2019

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

2.13.19.
Date

Memorandum

To: Council President Lavarro, Jr. & Members of the Municipal Council
From: Carmen Gandulla, Director – Division of Community Development
Date: February 15, 2019
Subject: Resolution Authorizing Acceptance and Execution of a Grant Agreement between the City of Jersey City and the New Jersey Department of Community Affairs funding under the Community Services Block Grant (CSBG) for FY 2019

Synopsis: The Department of Community Affairs (DCA) issued an initial allocation of \$233,450 for the operation of the 2019 Community Services Block Grant (CSBG). This amount represents a portion of the total anticipated grant award of \$933,801. It is further recognized that the Department of Community Affairs may offer a lesser or greater final funding amount upon receipt of their final Grant Agreement

Background: 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 programs for senior citizens. The CSBG Grant is effective for one (1) calendar year (i.e. January 1, 2019 through December 31, 2019). No local cash match is required by the City of Jersey City under this grant agreement.

CSBG Recommendations: Staff recommends approval of proposals in five (5) phases detailed below:

1. Threshold eligibility – applicants must meet the legal requirements established by the Department of Community Affairs to apply
2. Scoring – a committee is established by the DCD Director and staff consisting of members from the Jersey City Mayor's office, County of Hudson Service Providers/Coordinators and Development Specialists, Municipal Accountant, Grant Coordinator and DCD staff. Eligible applicants are reviewed and scored. Applications are ranked upon program services provided that meets the objective to ameliorate poverty, proposes a clear concise purpose and need for said program, performance level and outcomes associated with the specific program, compliance with CSBG reporting requirements and prior history for returning applicants
3. Tripartite Board Review - The purpose of this board is solely to advise and assist the Division of Community Development in the administration of the Community Services Block Grant and to address the needs of low-income persons working toward the goal of alleviating poverty. Board Members are established as follows: 1/3 is an elected official or designated representative, 1/3 is a selected representative of a major group/interests (i.e., clergy, business organizations, community organizations, schools, human service providers, etc.) in the community served *Due to Nominating petitions N.J.S.A 40A:14-71 et seq*, 1/3 is chosen through a democratic selection procedure through the JC Tenant Affairs Board to assure that these members are representatives of low-income individuals and families in Jersey City. Each representative of low-income persons must reside in Jersey City and Board members must be consistent with the demographic make-up of the City.

Public Appointee Emily Wahler, Mayor Aide / Term of Office

Representative of low-income individuals and families
Barbara Jo Wise, JC Tenant Affairs Board/ 6-7-2020

Private Representation

Lillian Rivera, Private Community Representative/ 6-7-2020

4. City Council & Mayor Review – After staff, committee, and Board review, the Jersey City Council and Mayor shall review the proposed recommendations for a final decision
5. A 16% or lesser amount is allocated for administration costs to cover salaries, fringe, training, and monthly expenses for the Division.

The purpose of this resolution is to authorize the acceptance and execution of a grant agreement between the City of Jersey City and The New Jersey Department of Community Affairs (DCA) for an initial allocation of \$233,450. This amount represents a portion of the anticipated grant total award of approximately \$933,801 for the operation of the activities proposed in the City of Jersey City's Community Services Block grant (CSBG) FY2019 application. The grant term for the CSBG grant is January 1, 2019 through December 31, 2019.

Should you have any questions or concerns regarding the contents of this memorandum, please contact Carmen Gandulla at extension 5304.



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 051
TRENTON, NJ 08625-0051

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

January 18, 2019

Ms. Kiyada Pittman
Senior Program Analyst
Non-Profit & Relocation Services
JC HEDC Division of Community Development
30 Montgomery Street – Suite 404
Jersey City, NJ 07032

RE: Jersey City CSBG Non-Discretionary Grant #: 2019-05235-0362

Dear Ms. Pittman,

On behalf of the New Jersey Department of Community Affairs, I am pleased to inform you that Jersey City will receive a FY19 non-discretionary Community Services Block Grant (CSBG) for approximately the level funding of your FY18 allocation. The award will provide funds for health, education, employment, housing and other services benefiting the low-income population of Jersey City.

Provision of such financial assistance is subject to appropriate execution of a grant/loan agreement with the Department and compliance by Jersey City with the terms, conditions and requirements set forth therein. Expenditures incurred prior to receipt of the executed grant agreement are incurred solely at the risk of the grant recipient should funding not be available to support this award. Your initial allocation will be \$233,450.00. The annual Grant Final FY19 total is approximately \$933,801.00.

The CSBG grant funds are available from 10/01/2018 through 09/30/2019. Your grant cycle will be 10/01/2017; however, the term of your contract will be January 1, 2019 through December 31, 2019. The Department is trying to eliminate overlapping contracts. Please ensure that the agencies you subcontract with are aware of the time-period, since this may differ from past years. If any sub grantee should require additional time to utilize funds, a grant revision would be necessary.

If you have any questions, please do not hesitate to contact me at (609) 292-3746.

Thank you.

Patricia (Trish) Allen
Grant Manager
State of New Jersey
Department of Community Affairs
Division of Housing and Community Resources
101 South Broad Street
Trenton, NJ 08625-0811



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

City Clerk File No. Res. 19-171

Agenda No. 10.Z.13

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR THE PURCHASE AND DELIVERY OF BALLISTIC BODY ARMOR UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Police use body armor for ballistic protection; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires a City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Atlantic Tactical of New Jersey, 763 Corporate Circle, New Cumberland, Pennsylvania 17070 is in possession of State contract A81202, indicating they will provide ballistic body armor for a total contract amount of eighty thousand, five hundred fifty dollars (\$80,550.00); and

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

Acct #	P.O. #	State Contract	Total Contract
02-213-40-914-215	132666	A81202	\$80,550.00

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

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

1. A contract award to Atlantic Tactical of New Jersey in the amount of \$80,550.00 for the purchase and delivery of ballistic body armor is authorized.
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
3. The term of the contract will be completed upon the delivery of goods and services.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

City Clerk File No. Res. 19-171

Agenda No. 10.Z.13 **FEB 27 2019**

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR THE PURCHASE AND DELIVERY OF BALLISTIC BODY ARMOR UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

I, Elizabeth Castillo Elizabeth Castillo, Acting 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 Grant Account;

Acct #	P.O. #	State Contract	Total Contract
02-213-40-914-215	132666	A81202	\$80,550.00

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

February 19, 2019
Date

PF/pv
2/19/19

90
2/21/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NJ FOR THE PURCHASING OF POLICE OFFICER BODY ARMOR

Initiator

Department/Division	Jersey City Public Safety	Police
Name/Title	Jaclyn Marcazo	Sgt.
Phone/email	201-547-4736	Jmarcazo@njcps.org

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

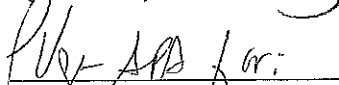
Resolution Purpose

Purchase of 90 bulletproof vest for current Police Officers in the Academy

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/19/19
Date


Peter Folgado, Director of Purchasing
RPPG, QPA

2/19/19
Date

0187558

JERSEY CITY POLICE DEPARTMENT
REQUISITION REQUEST FORM



DATE: February 20, 2019

Account No.:
Body Armor Replacement Fund 2018

Body Armor should be delivered to the Grants Unit to be distributed accordingly.

Item	Quantity	Unit Price	Description	Total
1	90	\$895.00	Second Chance Summit SM02, Shooter's Cut, Level IIIA, extra carrier included	\$80,550.00
			Price includes shipping and handling and there is no tax	
			Total Amount	\$80,550.00

Requested by: Sgt. Jaclyn Marcazo
Comments: Vendor Info: Atlantic Tactical - State Contract # A82102
Contact: Vinnie Biondo (732) 491-7223

Approved by:
Chief of Police: *[Signature]* Date: 2/19/19
Police Director: *[Signature]* Date: 2/19/19



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

PURCHASE ORDER NUMBER
132666
THIS NUMBER MUST APPEAR ON ALL INVOICES
 CORRESPONDENCE, SHIPPING PAPERS AND
 PACKAGES

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # **0187558**
 BUYER **STATECONT**

DATE	VENDOR NO.
02/19/2019	AT041560MV

VENDOR INFORMATION

ATLANTIC TACTICAL OF NJ
 763 CORPORATE CIRCLE
 NEW CUMBERLAND PA 17070

DELIVER TO
 POLICE DEPARTMENT
 1 JOURNAL SQ PLAZA
 4TH FLOOR
 JERSEY CITY NJ 07306

BILL TO
 POLICE DEPARTMENT
 1 JOURNAL SQ PLAZA
 4TH FLOOR
 JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
90.00	EA	BODY ARMOR 90 @ SECOND CHANCE SUMMIT SM02 SHOOTER'S CUT LEVEL IIIA, EXTRA CARRIER INCLUDED QUOTE: SQ-80577641 DATED 1/30/19 ACCOUNT: 203699 T-0106: POLICE & HOMELAND SECURITY EQUIPMENT & SUPPLIES SC A82102 SC RESO _____, APPROVED _____	02-213-40-914-215	895.0000	80,550.00

TAX EXEMPTION NO. **22-6002013**

PO Total 80,550.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X _____
 VENDOR SIGN HERE

 OFFICIAL POSITION DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

 TITLE OR POSITION DATE

 APPROVED BY THE PURCHASING AGENT DATE

 APPROVED BY ACCOUNTS & CONTROL DATE

Original Copy

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

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Requisition #

0187558

Vendor
ATLANTIC TACTICAL OF NJ
763 CORPORATE CIRCLE
NEW CUMBERLAND PA 17070

AT041560MV

Dept. Bill To
POLICE DEPARTMENT
1 JOURNAL SQ PLAZA
4TH FLOOR
JERSEY CITY

Dept. Ship To
POLICE DEPARTMENT
1 JOURNAL SQ PLAZA
4TH FLOOR
JERSEY CITY NJ 07306

Contact Info
SGT. Jacklyn Marcazo
000000000.

Quantity	UOM	Description	Account	Unit Price	Total
90.00	EA	BODY ARMOR	0221340914215065	895.00	80,550.00

90 @ SECOND CHANCE SUMMIT SM02 SHOOTER'S
CUT LEVEL IIIA, EXTRA CARRIER INCLUDED

QUOTE: SQ-80577641 DATED 1/30/19

ACCOUNT: 203699

T-0106: POLICE & HOMELAND SECURITY EQUIPMENT
& SUPPLIES

SC A82102

SC RESO _____, APPROVED _____

Requisition Total 80,550.00

Req. Date: 02/19/2019

Requested By: EGIBBS

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

Requisition #
0187558

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Assigned PO #

Requisition

Vendor
ATLANTIC TACTICAL OF NJ
763 CORPORATE CIRCLE
NEW CUMBERLAND PA 17070

Dept. Bill To
POLICE DEPARTMENT
1 JOURNAL SQ PLAZA
4TH FLOOR
JERSEY CITY NJ 07306

Dept. Ship To
POLICE DEPARTMENT
1 JOURNAL SQ PLAZA
4TH FLOOR
JERSEY CITY NJ 07306

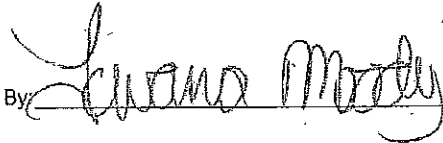
AT041560MV

Contact Info
SGT. Jacklyn Marcazo
0000000000

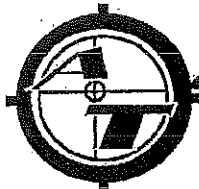
Quantity	UOM	Description	Account	Unit Price	Total
90.00	EA	BODY ARMOR 90 @ SECOND CHANCE SUMMIT SM02 SHOOTER'S CUT LEVEL IIIA, EXTRA CARRIER INCLUDED	02-213-40-914-215	895.00	80,550.00

Requisition Total 80,550.00

Req. Date: 02/19/2019
Requested By: EGIBBS
Buyer Id:

Approved By: 

This Is Not A Purchase Order



ATLANTIC TACTICAL™
OUTFITTING AMERICA'S HEROES
 14 Worlds Fair Drive, Somerset NJ 08873
 732-377-3297 • FAX 732-537-0007



SALES QUOTE

SQ-80577641

1/30/2019



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer		Contact		Ship To			
Jersey City PD City of Jersey City 1 Journal Square Plaza 4th Floor JERSEY CITY NJ 07306 Tel: (201)-547-5413, (201)-547-5769				Jersey City PD 1 Journal Square Plaza 4th Floor JERSEY CITY NJ 07306 Tel: (201)-547-5432			
Account	Terms	Due Date	Account Rep	Schedule Date			
203699	Voucher	3/1/2019	Vincent Biondo	1/30/2019			
Quotation	PO #	Reference	Ship VIA	Page	Printed		
SQ-80577641	Marcazo	Quote - Armor	FDX G Ground	1	2/4/2019 9:21:36 PM		
Item	Description	Qty	Price	U/M	Discount	Amount	
1	This is a Quote for Jackie Marcazo						
2							
3	QUOTE-SAFNJSC1 NJ STATE ARMOR/EQUIP A82102 - SAF	1	\$0.00	EA		\$0.00	
4							
5	RH1-NV-AP2 SecondChance Summit SM02 3A Male, Shooter-COLOR:Navy CARRIER:Apex2	90	\$895.0	EA		\$80,550.00	
6	19X-NV-0 Second Chance Extra Apex2 Carrier - COLOR:Navy . . .	90	\$0.0	EA		\$0.00	
7							
8	SH SHIPPING/HANDLING	1	\$0.00	EA		\$0.00	
9	Pricing at or below NJ State Contract A82102, Contract pricing will expire as of 7/21/19						
Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when placing your order. If you have any questions or additional quotes needed, please contact the Sales Representative shown on this form or email quotes@atlantictactical.com. We appreciate your business!			Tax Details EXEMPT 60.000		Taxable XXXXXXXXXXXX	\$0.00	
			Payment Details 01/01/00 No Payment History		Total Tax	\$0.00	
					Exempt	\$80,550.00	
					Total	\$80,550.00	
					Balance	\$80,550.00	



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>

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

AMENDMENT # 238

T-0106

Solicitation # 21817 and 22630

TO: All Using Agencies

DATE: January 16, 2019

FROM: Donald Warren, Procurement Specialist, Fleet Unit

SUBJECT: Police and Homeland Security Equipment and Supplies – Statewide – One Hundred and Eighty (180) day Transitional Extension

CONTRACT PERIOD: Original: May 01, 2012 to April 30, 2015
 1st Extension: May 01, 2015 to April 30, 2016
 2nd Extension: May 01, 2016 to October 31, 2016
 3rd Extension: November 01, 2016 to April 30, 2017
 Transition: May 01, 2017 to August 28, 2017
 Transition: August 29, 2017 to December 26, 2017
 Transition: December 27, 2017 to April 27, 2018
 Transition: April 28, 2018 to July 26, 2018
 Transition: July 27, 2018 to October 24, 2018
 Transition: October 25, 2018 to January 22, 2019
 Transition: January 23, 2019 through July 21, 2019

Please be advised that the following Blanket P.O.s have been extended for a period of one hundred and eighty (180) days, through July 21, 2019, at the same contract pricing, terms, conditions and specifications.

Vendor {Contractor} 12-X-21817	Blanket P.O. #	Vendor {Contractor} 12-X-21817	Blanket P.O. #
1075 EMERGENCY LIGHTING	81347	KDH DEFENSE SYSTEMS INC.	81309
511 INC	81360	L3 COMMUNICATIONS MOBILE VISION INC.	81311
ABSOLUTE FIRE PROTECTION	81340	LAKELAND INDUSTRIES INC	81302
ADVANCED ELECTRONICS DESIGN	81300	LANIGAN ASSOCIATES INC	81299

AMERICAN ALUMINUM ACCESSORIES INC.	81375	LASER TECHNOLOGY INC	81322
APPLIED CONCEPTS INC	81323	LAWMEN SUPPLY CO NJ INC	81295
ARMOR EXPRESS	81348	MINE SAFETY APPLIANCES CO	81357
ASTROPHYSICS INC	81310	MOOSE BOATS INC	81317
ATLANTIC TACTICAL INC	81297	MUNICIPAL EQUIPMENT	81332
BADGE COMPANY OF NEW JERSEY	81326	POINT BLANK ENTERPRISE INC	81351
BEYER FORD LLC	81346	PRO GARD	81327
BLUE LINE EMERGENCY LIGHTING	81308	SABRE SECURITY EQUIPMENT	81315
CODE 3 INC	81331	SELEX ES INC	81318
CONTINENTAL FIRE & SAFETY	81365	SIG SAUER INC	81319
DECATUR ELECTRONICS INC	81314	SIGNAL VEHICLE PRODUCTS INC	81371
DRAEGER INC	81301	SOUND OFF INC	81334
EAST COAST EMERGENCY LIGHTING	81338	SPECTRUM COMMUNICATION LLC	81373
EMERGENCY ACCESSORIES & INSTALATION INC.	81344	STREAMLIGHT INC	81329
ESI EQUIPMENT INC	81377	SURVIVAL ARMOR INC	81316
FIREFIGHTER ONE LLC	81363	TRIANGLE COMMUNICATIONS LLC	81343
GEN EL SAFETY & INDUSTRIAL	81356	TROY PRODUCTS	81335
GENERAL SALES ADMINISTRATION	81330	VINELAND AUTO ELECTRIC INC	81339
GOLD TYPE BUSINESS MACHINES	81341 and 81342	WEST TRENTON HARDWARE LLP	81353
ICOR TECHNOLOGY INC	81358	WHELEN ENGINEER	81336
KALDOR EMERGENCY LIGHTS LLC	81333	ZODIAC OF NORTH AMERICA INC	81374

Vendor {Contractor}	Blanket P.O. #	Vendor {Contractor}	Blanket P.O. #
13-X-22630		13-X-22630	
AMERICAN DIVING SUPPLY	82110	LAWMEN SUPPLY CO NJ INC	82100
ATLANTIC NUCLEAR CORP	82105	MPH INDUSTRIES INC	82101
ATLANTIC TACTICAL INC	82102	SMITHS DETECTION INC	82106
BIOFIRE DIAGNOSTICS INC	82104	TELEVERE SYSTEMS	82108
GUARDIAN PROTECTIVE SERVICES	82099	ZISTOS CORPORATION	82111

Please be advised that Blanket P.O. A81296, awarded to Eagle Point Gun, will be extended for price lines 5, 7, 19, and 49 only. Blanket P.O. line 51 (Speedwell Targets) will not be extended.

Please be advised the following Blanket P.O.s will be extended and set to a "pay only" status in MACSE pending the submittal of executed Amendments to the Blanket P.O.:

Vendor {Contractor}	Blanket P.O. #
AMKUS INC.	81313
ARMORSHIELD USA INC	82179
PROTECTIVE PRODUCTS	81350

Please be advised that the following Blanket P.O.s, awarded to the Vendors {Contractors} listed below, will not be extended and items offered under these Blanket P.O. lines are no longer available:

Vendor {Contractor}	Blanket P.O. #
ARAMSCO INC	81352
BATTLEWARE TECHNOLOGIES INC.	81312

Please attach this amendment to your current Notice of Award.

	ITEM DESCRIPTION: CBRNE DETECTION BRAND: LUDLAM P/L DATED: 6/5/2012				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 257-31-082731 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: CBRNE DETECTION BRAND: SAIC P/L DATED: 6/2012	1.000	EACH	4.00%	N/A
Vendor: ATLANTIC TACTICAL INC		Contract Number: 82102			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 680-12-021322 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: LEATHER/NYLON GOODS BRAND: SAFARILAND NYLOK AND LEATHER P/L DATED: 7/1/12	1.000	EACH	40.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 680-92-021412 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: RIOT CONTROL EQUIPMENT & SUPPLIES BRAND: MONADNOCK P/L DATED: 7/1/12	1.000	EACH	30.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 680-92-036467 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION:	1.000	EACH	35.00%	N/A

	RIOT CONTROL EQUIPMENT & SUPPLIES BRAND: PROTECH P/L DATED: 7/1/12				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 680-08-082339 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: PROTECH P/L DATED: 7/1/12	1.000	EACH	41.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 680-08-082336 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: SAFARILAND P/L DATED: 2013	1.000	EACH	41.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 680-08-082337 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: SECOND CHANCE P/L DATED: 2013	1.000	EACH	41.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 257-40-083956 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: PERSONAL PROTECTIVE CLOTHING & EQUIP. BRAND: SPA-SIMRAD P/L DATED: 1/2012	1.000	EACH	3.00%	N/A



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ATLANTIC TACTICAL INC
Trade Name:
Address: 763 CORPORATE CIRCLE
NEW CUMBERLAND, PA 17070
Certificate Number: 1113866
Effective Date: January 05, 2012
Date of Issuance: February 19, 2019

For Office Use Only:
20190219133723367

Certification 47884

**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 JAN 2018** to **15 JAN 2021**



ATLANTIC TACTICAL INC.
763 CORPORATE CIRCLE
NEW CUMBERLAND PA 17090

Elizabeth M. Muoio

ELIZABETH MAHER MUOIO
Acting State Treasurer

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Atlantic Tactical, Inc.
Address : 763 Corporate Circle, New Cumberland, PA 17070
Telephone No. : 717-774-3339 ext 151142
Contact Name : Thomas Caruso

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

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

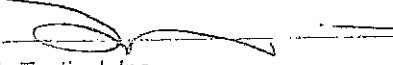
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Sean Conville, President

Representative's Signature: 

Name of Company: Atlantic Tactical, Inc.

Tel. No.: 717-774-3339

Date: 02/19/2019

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

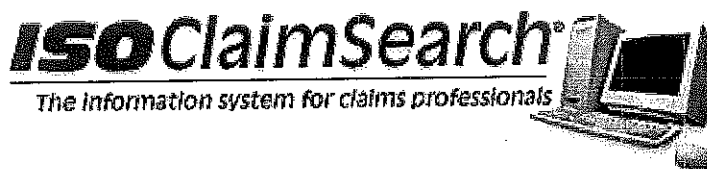
The contractor and the City _____ of Jersey City _____ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services,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

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

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

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

Representative's Name/Title: Sean Conville, President
Representative's Signature: _____
Name of Company: Atlantic Tactical Inc.
Tel. No.: 717-774-3339 Date: 02/19/2019



ISO CLAIMSEARCH MATCH REPORT SUMMARY

A claim report identified by ClaimSearch identification number 4X004908885 was received by ISO ClaimSearch on 02/19/2019. Submission of this claim report initiated a search for similar claims. The claim(s) listed below appear(s) to be similar to the claim submitted. Reasonable procedures have been adopted to maximize the accuracy of this report. Independent investigations should be performed to evaluate the relevant data provided.

If you have any questions concerning your report, please contact Customer Support at (800) 888-4476.

INITIATING CLAIM INFORMATION

Claim Number: CRC003070021141
Policy Number: PK1023417

Date of Loss: 07/19/2017
ISO File Number: 4X004908885

SUMMARY FOR EACH SEARCHABLE PARTY

AMY SHABAT, BOTH CLAIMANT & INSURED

Coverage: LIABILITY

Loss Type: OTHER CASUALTY

	SAME LOSS TYPE	SIV INVOLVEMENT	NAME	ADDRESS	SSN	PHONE	DRIVER'S LICENSE	VIN	LICENSE PLATE	KEY INDICATORS FOR THIS PARTY
# of Matches			2	2						<ul style="list-style-type: none"> • Prior Claims History • 30-day Pre/Post Policy Inception/Cancellation
ISO File Number										
<u>3D003921481</u>				X						
<u>6F003925208</u>			X							
<u>8W004399959</u>			X	X						

ISO CLAIMSEARCH MATCH REPORT DETAILS

Initiating Claim

Company: Y42600001
Claim Number: CRC003070021141
Date/Time of Loss: 07/19/2017 12:00
Policy Number: PK1023417
Policy Type: COMMERCIAL GENERAL LIABILITY

File Number: 4X004908885

Inception Date: 07/01/2017 **Expiration Date:** 07/01/2018
ISO Received Date: 02/19/2019
Loss Description: PLAINTIFF FILED 1ST NOTICE OF A CLAIM VIA A SUMMON
Location of Loss: 444 WASHINGTON BOULEVARD - TOWN COVE
 JERSEY CITY, NJ 07306
 US

Involved Party: **BOTH CLAIMANT & INSURED**
Name: AMY SHABAT
Address: 310 ALDEN ROAD
 SPRINGFIELD, NJ
Gender: FEMALE

Casualty Coverage Information:

Coverage Type: LIABILITY
Loss Type: OTHER CASUALTY
Adjuster Company: CLAIMS RESOLUTION CORPORATION (CRC)
Adjuster: WEISS , MICKI
Alleged Injury / Property Damage: UNKNOWN INJURIES

[back](#)

[back](#)

Matching Claim

File Number: 3D003921481

Reason(s) for match:	ADDRESS
Insuring Company:	HARTFORD FINANCIAL SVCS GRP
Claim Number:	CA0016373112
Date/Time of Loss:	06/17/2015 12:01
Policy Number:	13UUNZA4398
Policy Type:	COMMERCIAL AUTOMOBILE
Inception Date:	11/01/2014 Expiration Date: 11/01/2015
Insuring Co. Address:	NORTHEAST AUTO CTR PO BOX 2910 HARTFORD, CT 06104
Loss Description:	DIV BECAME DISTRACTED AND IV STRUCK OV, DETAILS UN
Location of Loss:	SPRINGFIELD AVE AND VALLEY STREET UNION, NJ

Involved Party: **CLAIMANT DRIVER**
Name: MORDECAI SHABAT
Address: 310 ALDEN RD
 SPRINGFIELD, NJ 07081--250

Casualty Coverage Information:

Coverage Type: BODILY INJURY
Loss Type: BODILY INJURY
Adjuster Company: HARTFORD FINANCIAL SVCS GRP
Adjuster: ST LAWRENCE , MICHAEL
Adjuster Phone: (800) 280-0555
Alleged Injury / Property Damage: NECK

Vehicle Coverage Information:

Coverage Type: PROPERTY DAMAGE
Loss Type: OTHER AUTO
Adjuster Company: HARTFORD FINANCIAL SVCS GRP
Adjuster: ST LAWRENCE , MICHAEL
Adjuster Phone: (800) 280-0555
VIN: 2C4RC1BG6ER396835 (Pass)
 *** More matches on this VIN outside this report ***
Vehicle: 2014 CHRYSLER TOWN & COUNTRY
License Plate: B62EXF **License Plate State:** NJ
Last Year Registered: 2000

Involved Party: **INSURED**
Business Name: GREENBAUM, ROWE, SMITH & DAVIS, LLP
Address: PO BOX 5600
 WOODBRIDGE, NJ 07095

[back](#)**Matching Claim****File Number: 6F003925208**

	NAME
Reason(s) for match:	PLYMOUTH ROCK MANAGEMENT COMPANY OF NJ
Insuring Company:	042801406728
Claim Number:	09/06/2015
Date/Time of Loss:	HPA1257A160449
Policy Number:	PERSONAL AUTOMOBILE
Policy Type:	08/23/1993
Inception Date:	

Insuring Co. Address: PO BOX 902
 RED BANK CLAIMS
 LINCROFT, NJ 07738
Insuring Co. Phone: (800) 258-1482
Company Received Date: 09/08/2015
Location of Loss: ORANGE, NJ

Involved Party: **INSURED**
Name: AMY SHABAT
Address: 310 ALDEN RD
 SPRINGFIELD, NJ 07081-2502
Home Phone: (973) 985-3315
SSN: XXX-XX-4890 WAS ISSUED between 1969 and 1971 in NJ

Vehicle Coverage Information:

Coverage Type: COLLISION
Loss Type: COLLISION
Adjuster Company: PLYMOUTH ROCK MANAGEMENT COMPANY OF NJ
Adjuster: LEWIS , ZERLINA
Claim Status: OPEN
Adjuster Phone: (973) 434-2447
VIN: 2C4RC1BG6ER396835 (Pass)
Vehicle: 2014 CHRYSLER TOWN & COUNTRY
Last Year Registered: 2000

Vehicle Coverage Information:

Coverage Type: RENTAL REIMBURSEMENT
Loss Type: RENTAL REIMBURSEMENT
Adjuster Company: PLYMOUTH ROCK MANAGEMENT COMPANY OF NJ
Adjuster: LEWIS , ZERLINA
Claim Status: OPEN
Adjuster Phone: (973) 434-2447
VIN: 2C4RC1BG6ER396835 (Pass)
Vehicle: 2014 CHRYSLER TOWN & COUNTRY
Last Year Registered: 2000

Involved Party: **INSURED DRIVER**
Name: MORDECAI SHABAT
Address: 310 ALDEN RD
 SPRINGFIELD, NJ 07081-2502

Gender: MALE
Home Phone: (973) 467-4094
SSN: XXX-XX-3515 WAS ISSUED between 1982 and 1983 in NJ

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: ST BARNABAS MEDICAL CENTER
TIN: 00-0004440 WAS ISSUED in Newark in NJ
Address: 94 OLD SHORT HILLS RD
LIVINGSTON, NJ 07039-5668
Business Phone: (201) 533-8279

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: EAST BRUNSWICK OPEN UPRIGHT MRI
TIN: 00-0006101
Address: 620 CRANBURY RD
STE 10
EAST BRUNSWICK, NJ 08816-4000

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: TRANQUILITY HEALTH CENTER LLC
TIN: 00-0005474
Address: 308 SPRINGFIELD AVE
STE 2
BERKELEY HTS, NJ 07922-1278

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: ENDO SURGICENTER
TIN: 00-0008249 WAS ISSUED in Newark in NJ
Address: 1201 MORRIS AVE
UNION, NJ 07083-3307
Business Phone: (908) 686-0066

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: IMAGING CONSULTANTS OF ESSEX PA
TIN: 00-0002045 WAS ISSUED in Newark in NJ
Address: PO BOX 223868
PITTSBURGH, PA 15262-0001
Business Phone: (973) 322-5000

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: NORTHERN NEW JERSEY ORTHOPEDIC SPINE
TIN: 00-0007019 WAS ISSUED in Newark in NJ

Address: PO BOX 297
CEDAR KNOLLS, NJ 07927-0297
Business Phone: (201) 966-0077

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: RARITAN ANESTHESIA ASSOCIATES LLC
TIN: 00-0008328
Address: PO BOX 417012
BOSTON, MA 02241-7012
Business Phone: (908) 851-8602

Service Provider: **CLAIMANT LAWYER**
Business Name: MICHAEL A PERCARIO ATTORNEY AT LAW LLC
TIN: 00-0000762 WAS ISSUED in Newark in NJ
Address: 1514 E SAINT GEORGES AVE
LINDEN, NJ 07036-1784
Business Phone: (732) 545-9900

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: STEVEN LARRY NEHMER MD
TIN: 00-0008994 WAS ISSUED in Newark in NJ
Address: 2121 MORRIS AVE
STE A1
UNION, NJ 07083-6043
Business Phone: (908) 687-3000

Service Provider: **CLAIMANT LAWYER**
Business Name: SHAW KREIZER PA
TIN: 00-0006326 WAS ISSUED in Fargo in ND
Address: 1161 BROAD ST
STE 314
SHREWSBURY, NJ 07702-4362
Business Phone: (201) 242-5800

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: UNION ANESTHESIA ASSOCIATES PA
TIN: 00-0001135 WAS ISSUED in Newark in NJ
Address: 695 CHESTNUT ST
UNION, NJ 07083-7200

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: EDISON METUCHEN ORTHOPAEDIC GROUP

TIN: 00-0005729 WAS ISSUED in Newark in NJ
Address: 10 PARSONAGE RD
STE 500, FLOOR 5TH
EDISON, NJ 08837-2475
Business Phone: (732) 494-6226

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: EXCEL SPINAL HEALTH REHAB LLC
TIN: 00-0005702
Address: 400 WESTFIELD AVE
ELIZABETH, NJ 07208-1621

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: DYNAMIC MEDICAL IMAGING LLC
TIN: 00-0006161
Address: PO BOX 1532
UNION, NJ 07083-1532
Business Phone: (908) 687-2556

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: SUMMIT MEDICAL GROUP PA
TIN: 00-0007984 WAS ISSUED in Newark in NJ
Address: 150 FLORAL AVE
NEW PROVIDENCE, NJ 07974-1557
Business Phone: (908) 273-4300

Casualty Coverage Information:

Coverage Type: PIP
Loss Type: PIP
Claim Status: OPEN
Date Claim Closed: 05/12/2016
Adjuster Company: PLYMOUTH ROCK MANAGEMENT COMPANY OF NJ
Adjuster: WEICBERGER, KAREN
Adjuster Phone: (732) 378-4522
Alleged Injury / Property Damage: BULGE/DISC WITH PAIN MANAGEMENT (INJECTIONS)

Casualty Coverage Information:

Coverage Type: UNDERINSURED MOTORIST
Loss Type: BODILY INJURY
Claim Status: OPEN
Date Claim Closed: 05/12/2016
Adjuster Company: PLYMOUTH ROCK MANAGEMENT COMPANY OF NJ

Adjuster: COLAO , LISA
Adjuster Phone: (732) 978-7169
Alleged Injury / Property Damage: BULGE/DISC WITH PAIN MANAGEMENT (INJECTIONS)

Involved Party: **CLAIMANT**
Business Name: PAOK TAXI INC
Address: 172 COIT ST
 IRVINGTON, NJ 07111-4117

Vehicle Coverage Information:

Coverage Type: PROPERTY DAMAGE
Loss Type: PROPERTY DAMAGE
Adjuster Company: PLYMOUTH ROCK MANAGEMENT COMPANY OF NJ
Adjuster: LEWIS , ZERLINA
Claim Status: OPEN
Adjuster Phone: (973) 434-2447
VIN: 2FAHP71W33X173484 (Pass)
Vehicle: 2003 FORD CROWN VICTORIA
Last Year Registered: 2000

Involved Party: **CLAIMANT DRIVER**
Name: ANDRE MAGNY
Address: 441 14TH AVE
 IRVINGTON, NJ 07111-3801

Service Provider: **CLAIMANT LAWYER**
Business Name: LARRY S GELLER ESQUIRE
TIN: 00-0009942 WAS ISSUED in Albany in NY
Address: 76 S ORANGE AVE
 STE 300
 SOUTH ORANGE, NJ 07079-1923
Business Phone: (973) 762-8488

Casualty Coverage Information:

Coverage Type: BODILY INJURY
Loss Type: BODILY INJURY
Claim Status: CLOSED W/O PAYMENT
Date Claim Closed: 09/29/2015
Adjuster Company: PLYMOUTH ROCK MANAGEMENT COMPANY OF NJ
Adjuster: LICHTENFELD , JOSEPH

Adjuster Phone: (732) 978-7006
Alleged Injury / Property Damage: OTHER

Involved Party: **INSURED PASSENGER**
Name: AMY SHABAT
Address: 310 ALDEN RD
SPRINGFIELD, NJ 07081-2502
Gender: FEMALE
Home Phone: (973) 985-3315
*** More matches on this Home Phone outside this report ***
SSN: XXX-XX-4890 WAS ISSUED between 1969 and 1971 in NJ
*** More matches on this SSN outside this report ***

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: ST BARNABAS MEDICAL CENTER
TIN: 00-0004440 WAS ISSUED in Newark in NJ
Address: 94 OLD SHORT HILLS RD
LIVINGSTON, NJ 07039-5668
Business Phone: (201) 533-8279

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: IMAGING CONSULTANTS OF ESSEX PA
TIN: 00-0002045 WAS ISSUED in Newark in NJ
Address: PO BOX 223868
PITTSBURGH, PA 15262-0001
Business Phone: (973) 322-5000

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: MONMOUTH OCEAN HOSPITAL SERVICE
TIN: 00-0008916 WAS ISSUED in Newark in NJ
Address: 4806 MEGILL RD
STE 3
NEPTUNE, NJ 07753-6926
Business Phone: (732) 919-3045

Service Provider: **MEDICAL/CLINICAL HOSPITAL**
Business Name: SAINT BARBABS EMERGENCY MEDICAL ASSOCIA
TIN: 00-0008227 WAS ISSUED in Fargo in ND
Address: PO BOX 6251
PARSIPPANY, NJ 07054-7251
Business Phone: (800) 345-0064

Service Provider: **CLAIMANT LAWYER**
Business Name: MICHAEL A PERCARIO ATTORNEY AT LAW LLC
TIN: 00-0000762 WAS ISSUED in Newark in NJ
Address: 1514 E SAINT GEORGES AVE
LINDEN, NJ 07036-1784
Business Phone: (732) 545-9900

Casualty Coverage Information:

Coverage Type: PIP
Loss Type: PIP
Claim Status: CLOSED
Date Claim Closed: 02/19/2016
Adjuster Company: PLYMOUTH ROCK MANAGEMENT COMPANY OF NJ
Adjuster: WEICBERGER , KAREN
Adjuster Phone: (732) 378-4522
Alleged Injury / Property Damage: SOFT TISSUE ONLY INCLUDING SPRAIN/STRAIN

[back](#)**Matching Claim****File Number: 8W004399959**

Reason(s) for match:	NAME ADDRESS
Insuring Company:	BROADSPIRE SERVICES INC
Claim Number:	188557269001
Date/Time of Loss:	07/19/2017 00:01
Policy Number:	188557269001
Policy Type:	COMMERCIAL GENERAL LIABILTY
Policy Renewed?:	NO
Assigned Risk?:	NO
Insuring Co. Address:	BROADSPIRE (UF) 4 CORPORATE DR #100 LAKE ZURICH, IL 60047
Insuring Co. Phone:	(847) 719-5555
Company Received Date:	08/10/2017
Loss Description:	I SPOKE WITH THE ATTORNEY HANDLING THE MATTER. HE
Location of Loss:	444 WASHINGTON BOULEVARD JERSEY CITY, NJ 07310-0000 US

Involved Party: **INSURED**

Business Name: AVALONBAY COMMUNITIES INC
Address: AVALON COVE
444 WASHINGTON BOULEVARD
JERSEY CITY, NJ 07310-0000
US
Business Phone: (201) 216-9200

Involved Party: **CLAIMANT**
Name: AMY SHABAT
Address: 310 ALDEN ROAD
SPRINGFIELD, NJ 01081-0000
US
Gender: FEMALE
SSN: XXX-XX-4890 WAS ISSUED between 1969 and 1971 in NJ
*** More matches on this SSN outside this report ***

Casualty Coverage Information:

Coverage Type: LIABILITY
Loss Type: BODILY INJURY
Adjuster Company: BROADSPIRE SERVICES INC
Adjuster: GENNARO , DEBORAH
Adjuster Phone: (504) 322-7605
Alleged Injury / Property Damage: NOT SPECIFIED

ISO Stylesheet Version: 5.6 Release Date: 10-01-2015

CONFIDENTIAL

This report is for use by authorized users of ClaimSearch for the purposes permitted under the ClaimSearch Product Supplement/s, ISO Master Agreement and the ClaimSearch Privacy and Security Policies as updated.
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ISO Stylesheet Version: 5.6 Release Date: 10-01-2015

New Search	Assessment Postcard
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Block: 11603	Prop Loc: 444 WASHINGTON BLVD.	Owner: TOWN COVE JC U/R INC. C/O AVALONBAY	Square Ft: 0
Lot: 6	District: 0906 JERSEY CITY	Street: 671 N.GLEBE ROAD # 800	Year Built: 1996
Qual: 1	Class: 1	City State: ARLINGTON , VA. 22203	Style:
Additional Information			
Prior Block: 15	Acct Num: 00504373	Add Lots:	EPL Code: 0 0 0
Prior Lot: 19	Mtg Acct:	Land Desc: 11.15ACRES	Statute: 40A:20-1
Prior Qual:	Bank Code: 0	Bldg Desc: 2-6S-B-504U-BG	Initial: 040499 Further: 040422
Updated: 06/08/11	Tax Codes:	Class4Cd: 0	Desc:
Zone:	Map Page: 116	Acreage: 11.15	Taxes: 674956.81 / 0.00

Sale Date: 08/15/94	Book: 4800	Page: 345	Price: 8543562	NU#: 0			
Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee

TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed	Property Class
2019	TOWN COVE JC U/R INC. C/O AVALONBAY 671 N.GLEBE ROAD # 800 ARLINGTON , VA. 22203	45360000	0	45360000	1
2018	TOWN COVE JC U/R INC. C/O AVALONBAY 671 N.GLEBE ROAD # 800 ARLINGTON , VA. 22203	45360000	0	45360000	1
2017	TOWN COVE JC U/R INC. C/O AVALONBAY 671 N.GLEBE ROAD # 800 ARLINGTON , VA. 22203	5716600	0	5716600	1
2016	TOWN COVE JC U/R INC. C/O AVALONBAY 671 N.GLEBE ROAD # 800 ARLINGTON , VA. 22203	5716600	0	5716600	1

*Click on Underlined Year for Tax List Page

[*Click Here for More History](#)

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

City Clerk File No. Res. 19-172

Agenda No. 10.Z.14

Approved: FEB 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. TO CONDUCT A PHASE II SITE INVESTIGATION AT THE JERSEY CITY FIRE DEPARTMENT RESCUE 1 SITE, 612-616 COMMUNIPAW AVENUE, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, the City of Jersey City wishes to construct a new firehouse known as Rescue 1 at 612-616 Communipaw Avenue; and

WHEREAS, the Phase I investigation of the site revealed the need for further geo-physical investigation known as a Phase II site investigation; and

WHEREAS, Langan Engineering and Environmental Services, Inc. submitted the attached proposal dated January 22, 2019 in the amount of Forty Five Thousand Two Hundred Seventy Five Dollars and Zero Cents (\$45,275.00); and

WHEREAS, funding in the amount of Forty Five Thousand Two Hundred Seventy Five Dollars and Zero Cents (\$45,275.00) is available for this expenditure from:

Account # 04-215-55-152-990 Requisition # 0187336 P.O. # 132704 Amount \$45,275.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, this contract is awarded pursuant to the fair and open process of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Langan Engineering and Environmental Services, Inc. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

JRC:db

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. TO CONDUCT A PHASE II SITE INVESTIGATION AT THE JERSEY CITY FIRE DEPARTMENT RESCUE 1 SITE, 612-616 COMMUNIPAW AVENUE, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Langan Engineering and Environmental Services, Inc., to provide environmental engineering services for a total contract amount not to exceed Forty Five Thousand Two Hundred Seventy Five Dollars and Zero Cents (\$45,275.00);
2. The term of the contract shall be twelve (12) months effective upon the execution of the Contract by City Officials;
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Pubic Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption;
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.;
6. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
7. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Elizabeth Castillo (Elizabeth Castillo), as Acting 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. PO# 132704

JRC:db

APPROVED: Jose G. Cunha

APPROVED AS TO LEGAL FORM
[Signature]

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				2.27.19							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. TO CONDUCT A PHASE II SITE INVESTIGATION AT THE JERSEY CITY FIRE DEPARTMENT RESCUE 1 SITE, 612-616 COMMUNIPAW AVENUE, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Joe Cunha	Chief Engineer
Phone/email	201-547-4411	jcunha@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 award a professional engineering services contract to Langan Engineering and Environmental Services, Inc. to conduct a Phase II site investigation at the proposed JCFD Rescue 1 site, 612-616 Communipaw Avenue. The Phase I site investigation revealed the need for further geo-physical investigation of the site to determine if any environmental constraints are present.

Cost (Identify all sources and amounts)

04-215-55-152-990: \$45,275.00

Contract term (include all proposed renewals)

Twelve (12) months

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

 FOR
Signature of Division Director

2/15/19
Date


Signature of Department Director

2/15/19
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: February 15, 2019
TO: Rolando L. Lavarro Jr., Council President and Council Members
FROM: Jose R. Cunha, Director of Engineering, Traffic and Transportation
SUBJECT: **Jersey City Fire Department Rescue 1 Phase II Site Investigation**
City of Jersey City
Resolution to Award Professional Services Agreement with Langan Engineering and Environmental Services, Inc. for Site Investigation Services

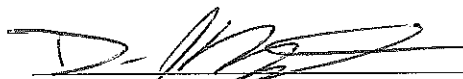
The purpose of this resolution is to authorize a professional engineering services contract with Langan Engineering and Environmental Services, Inc. to conduct a Phase II site investigation at the proposed Jersey City Fire Department Rescue 1 site, 612-616 Communipaw Avenue.

The Phase I investigation revealed the need for further geo-physical investigation of the site to determine if any environmental constraints are present.

Following are the sources of funding for this project:

- | | |
|---|-------------|
| 1. Account No. <u>04-215-55-152-990</u> | \$45,275.00 |
|---|-------------|

Attached for your consideration is the Resolution authorizing the Professional Services Agreement to Langan Engineering and Environmental Services, Inc. in the amount of Forty Five Thousand Two Hundred Seventy Five Dollars and Zero Cents (\$45,275.00) for the subject project.

 FOR
Jose R. Cunha, P.E., C.M.E.
Director of Engineering, Traffic and Transportation

CITY OF JERSEY CITY

Requisition #

0187336

Assigned PO #

Requisition

Vendor
LANGAN ENGINEERING ASSOC.
RIVER DRIVE CENTER1
ELMWOOD PARK NJ 07407

Dept. Bill To
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Dept. Ship To

LA323280

Contact Info
Drew Banghart, Supv. Engineer
2015475541

Quantity	UOM	Description	Account	Unit Price	Total
1.00	R	PROF SVC. RESCUE ONE FOR ENCUMBRANCY PURPOSES ONLY	0421555152990	45,275.00	45,275.00

RECOMMENDATION TO AWARD A PROFESSIONAL
ENGINEERING SERVICES CONTRACT TO
LANGAN ENGINEERING ASSOCIATES TO PERFORM AN
ENVIRONMENTAL DUE DILIGENCE, PHASE II SITE
INVESTIGATION ON THE PROPOSED RESCUE ONE -
NEW FIREHOUSE, LOCATED AT 612-616 COMMUNIPAW
AVENUE AND HARRISON AVENUE, JERSEY CITY, NJ
BLOCK 17905, LOTS 18-22

ENGINEERING PROJECT NO: 19-004-E

PROPOSAL DATE: JANUARY 22, 2019
ESTIMATED FEES TOTAL - \$45,275.00
AMOUNT OF THIS REQUISITION: \$45,275.00

FUNDING SOURCE: 2018 ENG/ENVIRONMENTAL CAPITAL

Requisition Total 45,275.00

Req. Date: 01/31/2019
Requested By:  ODOM

Buyer Id:

Approved By: 

This Is Not A Purchase Order

22 January 2019
JCunha@icnj.org

Mr. Joe Cunha
Director, Division of Engineering, Traffic and Transportation
City of Jersey City
Department of Administration
13 Linden Avenue East – 2nd Floor
Jersey City, New Jersey 07305

**Re: Environmental Due Diligence – Phase II Site Investigation
Undeveloped Parcel/Proposed Rescue One – New Firehouse (“The Project”)
612-616 Communipaw Avenue and 93 Harrison Avenue
Block 17905, Lots 18 through 22
Jersey City, New Jersey 07304**

Dear Mr. Cunha:

Langan Engineering and Environmental Services, Inc. (Langan) is pleased to provide this proposal to the City of Jersey City to perform an environmental due diligence Phase II site investigation at 612-616 Communipaw Avenue and 93 Harrison Avenue (Block 17905, Lots 18 through 22) in Jersey City, New Jersey (referred to hereinafter as “Site”). These activities were requested as a follow-up to our review of available information and discussions.

A discussion of our proposed scope of services is provided herein, followed by our fee and estimated schedule.

BACKGROUND

Based on our Phase I Environmental Site Assessment (ESA) dated 31 October 2018, we understand that the Site consists of a 0.28-acre property comprised of five contiguous undeveloped tax parcels owned by the City of Jersey City. The Phase I ESA identified the following Recognized Environmental Condition (REC) and Business Environmental Risk (BER) warranting further evaluation:

REC 1 – Potential Underground Storage Tanks

No evidence of current underground storage tanks (USTs) (e.g., fill ports or vent pipes) was observed during the Phase I ESA Site reconnaissance. However, a 1951 Sanborn Map depicting the Site indicates the presence of a gasoline tank in association with a former onsite building along Communipaw Avenue.

Langan reviewed construction permits available through the online portal maintained by the City, and no underground storage tank permits were identified.

Additionally, the Sanborn Fire Insurance Maps identified former structures at the Site. No information was available regarding the heating sources for these structures.

Based on this information, artifact UST(s) may remain at the Site. Should UST(s) be discovered during redevelopment activities, they should be properly decommissioned and removed in accordance with local and state regulations.

BER 1 – Possible Fill Materials

According to the 2004 Historic Fill of the Jersey City Quadrangle Map produced by NJDEP Land Use Management New Jersey Geological Survey, and NJDEP GeoWeb online mapping tools, historic fill material is not mapped in association with the Site. However, a 2018 geotechnical investigation conducted by Langan (documented under a separate cover) identified the following stratigraphy onsite: 2 to 3 inches of topsoil underlain by 3 to 10 feet of fill material (consisting of brown to dark brown sand with varying amounts of silt, clay, gravel, brick, and concrete), underlain by native materials and rock.

Furthermore, a parcel situated to the southeast of the Site is identified with a Deed Notice and engineering controls for onsite fill material. This condition is suggestive of a regional fill condition in the vicinity of the Site.

Please be advised that if future activities will involve the disturbance of subsurface materials, appropriate site investigation sampling activities may be necessary to further evaluate the reported historic fill condition. If the reported historic fill is determined to be impacted with contaminant concentrations in excess of the NJDEP Soil Remediation Standards, additional investigation and remedial action (consisting of the implementation of engineering and institutional controls) may become necessary.

Accordingly, as requested, Langan has prepared this proposal to further evaluate these Site conditions.

SCOPE OF SERVICES

Based on our understanding of Site conditions, Langan anticipates that the scope of services will include the following tasks.

Task 1 – Field Activities

- Geophysical survey of the Site to evaluate the presence/absence of the reported UST as well as potential additional subsurface improvements throughout the Site;
- Advancement of up to six soil borings. Specifically,
 - Two to four soil borings are to be advanced in the vicinity of the reported UST. The purpose of these soil borings is to facilitate the collection of soil samples for laboratory analysis for gasoline parameters. Groundwater samples will be collected and submitted for laboratory analysis, should groundwater be encountered
 - Two soil borings are to be advanced throughout the Site. The purpose of these soil borings is to visually observe the reported historic fill condition and facilitate the collection of soil samples for laboratory analysis. One soil sample will be submitted for Category 2 extractable petroleum hydrocarbon (Cat 2 EPH) and total contaminant list/total analyte list (TCL/TAL) analysis, including hexavalent chromium. The remaining soil samples will be submitted for poly aromatic hydrocarbon (PAH) and metal analysis. Groundwater samples will be collected and submitted for TCL/TAL laboratory analysis, should groundwater be encountered.

Task 2 – Reporting and Project Management

Langan will continue to provide project management services for this project, including preparation of a Health and Safety Plan (HASP) for these activities.

Upon completion of Task 1, Langan will prepare a letter/memorandum to document the findings of these activities. The deliverable will include sample location map and summary of analytical results. The letter/memorandum will report findings and include a separate e-mail with recommendations for further action, if warranted.

Task 3 – Remedial Investigation and Remedial Action Workplan, if needed

Although development of scope and fees is premature at this time, as requested, we have included a budgetary allowance of \$10,000 for possible activities needed to further evaluate and develop a scope of work to address conditions identified during this proposed Phase II Subsurface Investigation.

Task 4 – Contingency, if needed

Similar to Task 3, as requested, we have included a budgetary allowance of \$10,000 to remediate/mitigate possible conditions identified to be associated with the Site.

ESTIMATED COSTS

The estimated cost of the scope of work required to complete Tasks 1 through 4 are categorized by Task on Table A.

Written authorization for Langan to perform this Scope of Services is set forth herein shall constitute acceptance of the terms and conditions of this Proposal. If this Proposal is acceptable, please indicate your agreement by signing where indicated on the following page, and returning a signed original of this Proposal to our attention. Please retain a copy of this Proposal for your records.

Environmental Due Diligence – Phase II Site Investigation
Undeveloped Parcel/Proposed Rescue One – New Firehouse ("The
Project")
612-616 Communipaw Avenue and 93 Harrison Avenue
Block 17905, Lots 18 through 22
Jersey City, New Jersey 07304

22 January 2019
Page 4 of 6

ESTIMATED SCHEDULE

We are prepared to commence our services immediately upon receiving authorization to proceed. We anticipate the following timeframe to complete the Phase II Site Investigation activities:

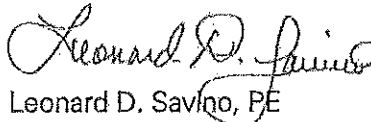
Task	Estimated Schedule
Driller and geophysical contractor coordination activities (including obtaining utility one-call markout)	One to three weeks (based on contractor availability)
Perform field activities	One day
Receive laboratory analytical results and provide verbal update of results (if requested)	Two weeks following field activities
Finalize letter/memorandum with findings; provide email with recommendations for further action (if warranted)	Two weeks following receipt of analytical results

If you have any questions or need any additional information, please contact us at 973-560-4900.

Sincerely,
Langan Engineering and Environmental Services, Inc.



Michael J. Morris, PG/LSRP
Senior Project Manager



Leonard D. Savino, PE
Principal

cc: Robert Koto and Katherine Eldridge, Langan

Attachment: Table A - Estimated Fees
General Terms and Conditions

NJ Certificate of Authorization No. 24GA27996400
\\sfigan.com\data\PA\7\data\100761401\Management\Proposals\DD SI - Jersey City 012219.docx

LANGAN

Environmental Due Diligence – Phase II Site Investigation
Undeveloped Parcel/Proposed Rescue One – New Firehouse ("The
Project")
612-616 Communipaw Avenue and 93 Harrison Avenue
Block 17905, Lots 18 through 22
Jersey City, New Jersey 07304

22 January 2019
Page 5 of 6

AUTHORIZATION

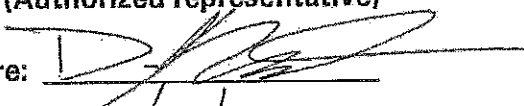
Receipt of this Proposal, including the Schedule of Fees and General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained herein are accepted.

Mr. Joe Cunha
Director, Division of Engineering, Traffic and Transportation
City of Jersey City
Department of Administration
13 Linden Avenue East – 2nd Floor
Jersey City, New Jersey 07305

**Re: Environmental Due Diligence – Phase II Site Investigation
Undeveloped Parcel/Proposed Rescue One – New Firehouse ("The
Project")
612-616 Communipaw Avenue and 93 Harrison Avenue
Block 17905, Lots 18 through 22
Jersey City, New Jersey 07304**

Company: CITY OF JERSEY CITY (Client)

By/Title: DREW BANGHART, Supv. ENGR.
(Authorized representative)

Signature: 

Date: 1/24/19

Environmental Due Diligence – Phase II Site Investigation
 Undeveloped Parcel/Proposed Rescue One – New Firehouse (“The
 Project”)
 612-616 Communipaw Avenue and 93 Harrison Avenue
 Block 17905, Lots 18 through 22
 Jersey City, New Jersey 07304

22 January 2019
 Page 6 of 6

**ESTIMATED FEES
 ENVIRONMENTAL DUE DILIGENCE SERVICES**

<u>WORK ITEM</u>	<u>LANGAN</u>	<u>SUBCONTRACTOR</u>
Task 1 – Field Activities		
Project Preparation	\$250	
Field Oversight (one day)	\$2,700	
Geophysical Contractor		\$1,800
Geoprobe Contractor		\$3,300
Laboratory Analysis		\$5,250
Task 2 – Reporting and Project Management		
Project Management	\$1,500	
Architect Coordination	\$5,000	
Reporting	\$5,000	
Task 3 – Remedial Investigation and Remedial Action Workplan, if needed		
	\$10,000 allowance	
Task 4 – Contingency, if needed		
	\$10,000 allowance	
Reimbursable Expenses (copying, travel, mailing, etc.)	<u>\$475</u>	
	Subtotal:	\$10,350
		\$45,275
	Total:	

DJB

Notes:

- Laboratory costs are based on a two-week turnaround time
- Contractor costs, including laboratory fees will be invoiced at cost plus 10%.

TABLE A

LANGAN

GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, Inc.; or Langan CT, Inc.; or Langan MI, Inc.; or Langan International, LLC (each individually, a "LANGAN ENTITY"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY specifically identified in the Proposal shall be referred to as "LANGAN" and the entity signing the Proposal shall be referred to as "CLIENT."

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with Section Q of these General Terms and Conditions, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and LANGAN was not notified by CLIENT, CLIENT agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. CLIENT also agrees to defend, indemnify, and hold harmless LANGAN from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

E. RIGHT OF ENTRY

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services. While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of termination, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

NEW VENDOR INFORMATION FORM

EXISTING VENDOR

VENDOR NAME: Langan Engineering and Environmental Services, Inc. FEDERAL IDENTIFICATION NO. (FEIN) 22-3167382 #LA323280

STREET ADDRESS: 300 Kimball Drive CITY/STATE/ZIP: Parsippany, NJ 07054

TEL/EXT #: 973-560-4584 FAX #: 973-560-4901

VENDOR CONTACT/AUTHORIZED REP NAME:
 PRINT NAME: Leonard D. Savino, Principal SIGNATURE: *Leonard D. Savino*

CONTACT #: 973-560-4584 FAX #: 973-560-4901 EMAIL: lsavino@langan.com

PAYMENT/REMITTANCE ADDRESS:

Langan Engineering and Environmental Services, Inc.
 NAME/ATTN TO: Attn: Joann Gentile, Accounting Manager STREET ADDRESS: P.O. Box 536261

CITY/STATE/ZIP: Pittsburgh, PA 15253-5904

TEL #: 973-560-4923 FAX #: 973-560-4901 EMAIL: jgentile@langan.com

DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: Environmental Engineering Services	Are you related to any City Employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Are you employed by the City of Jersey City? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Form 1099 Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

EEO/AFFIRMATIVE ACTION (Please select and provide the state's certification):
 MBE (Minority-Owned) LGBTQ VBE (Veteran) Caucasian/White African American/Black PWD (Disabled)
 Hispanic/Latino SBE (Small Business) Asian/Pacific Islands MWBE (Women-Owned) Native American/Indian

NON-PROFIT? Yes (include non-profit certification) No

PLEASE SELECT IF ACTIVELY PARTICIPATING IN ANY CONTRACTS BELOW

<input type="checkbox"/> State Contract	<input type="checkbox"/> WSCA/NASPO	<input type="checkbox"/> GSA	<input type="checkbox"/> US Communities	<input type="checkbox"/> NIPA/CPN
<input type="checkbox"/> NCPA	<input type="checkbox"/> PEPPM	<input type="checkbox"/> TIPS	<input type="checkbox"/> NPP Gov	<input type="checkbox"/> NJPA
<input type="checkbox"/> MRESC/ESCNJ	<input type="checkbox"/> KPN	<input type="checkbox"/> HGAC-Buy	<input type="checkbox"/> Other	Contract #

CITY EMPLOYEE REQUESTING VENDOR NUMBER:

PRINT NAME: SIGNATURE: EXT.

PURCHASING DIVISION USE ONLY

VENDOR NO. ISSUED BY: TITLE: DATE: / /

VENDOR NUMBER ASSIGNED: BRC (Business Registration Certificate) #:

(THE W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED WITH THIS FORM. TO APPLY FOR A BUSINESS REGISTRATION CERTIFICATE, CALL 609-292-9292 OR GO TO [HTTP://WWW.NJ.GOV/TREASURY/REVENUE/BUSREGCERT.SHTML](http://www.nj.gov/treasury/revenue/busregcert.shtml))

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

Part I - Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
100% of the stock of Langan Engineering and Environmental Services, Inc. is owned	300 Kimball Drive, Parsippany, NJ 07054
by Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology, D.P.C. (Langan D.P.C.). No one shareholder of Langan D.P.C. owns 10% or more of its stock.	

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: Langan Engineering and Environmental Services, Inc.

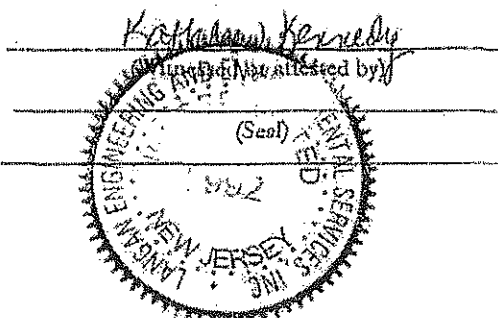
Signature of Affiant: [Signature] Title: General Counsel

Printed Name of Affiant: Scott Hillman Date: 2/5/2019

Subscribed and sworn before me this 5th day of February, 2019.

My Commission expires: 2022

KATHLEEN KENNEDY
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Aug. 26, 2022



STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Langan Engineering and Environmental Services, Inc.

Organization Address: 300 Kimball Drive, Parsippany, NJ 07054

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
100% of the stock of Langan Engineering and Environmental Services, Inc. is owned by Langan Engineering, Environmental, Surveying, Landscape Architecture, and Geology, D.P.C. (Langan D.P.C.). No one shareholder of Langan D.P.C. owns 10% or more of its stock.	300 Kimball Drive, Parsippany, NJ 07054

Part III

DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commisssion (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

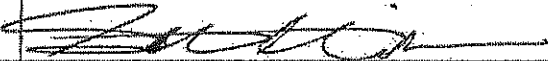
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

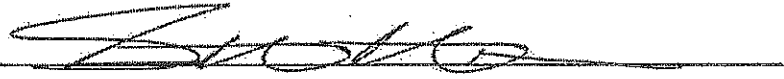
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Scott Hillman	Title:	General Counsel
Signature:		Date:	2/5/2019

SIGNATURE: 

TITLE: General Counsel

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 5th February OF 2019

 Kathleen Kennedy
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 2022

KATHLEEN KENNEDY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 26, 2022

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Leonard D. Savino, Principal
of the firm of Langan Engineering and Environmental Services, Inc.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25).

(Signature of respondent) Leonard D. Savino
LEONARD D. SAVINO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 5th February OF 2019

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Kathleen Kennedy Kathleen Kennedy
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 2022.

KATHLEEN KENNEDY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 26, 2022

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Leonard D. Savino, Principal

Representative's Signature: 

Name of Company: Langan Engineering and Environmental Services, Inc.

Tel. No.: 973-560-4584

Date: 2.5.19

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2017** to **15-OCT-2020**



LANGAN ENGINEERING&ENVIRONMENTAL SERVICES INC
300 KIMBALL DRIVE
PARSIPPANY NJ 07054



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

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

The contractor and the _____ of 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 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: Leonard D. Savino, Principal
Representative's Signature: Leonard D. Savino
Name of Company: Langan Engineering and Environmental Services, Inc.
Tel. No.: 973-560-4584 Date: 2.5.19

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES INC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 300 KIMBALL DRIVE 6 City, state, and ZIP code PARSIPPANY, NJ 07054	7 List account number(s) here (optional)
	8 Requirer's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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Employer identification number										
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1-9-19
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

Trade Name:

Address: 300 KIMBALL DRIVE 4TH FLOR
PARSIPPANY, NJ 07054-2172

Certificate Number: 0080565

Effective Date: March 30, 1993

Date of Issuance: June 22, 2017

For Office Use Only:

20170622094954031

**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: Langan Engineering and Environmental Services, Inc.
Address: 300 Kimball Drive, Parsippany, NJ 07054
Telephone No. : 973-560-4584
Contact Name: Leonard D. Savino, Principal

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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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 : Langan Engineering and Environmental Services, Inc.
Address : 300 Kimball Drive, Parsippany, NJ 07054
Telephone No. : 973-560-4584
Contact Name : Leonard D. Savino, Principal

Please check applicable category :

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

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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

Account Information

Payment Type: Dumpster Permit
Dumpster Permit Number: 190141
Phone Number: 2014462342

Payment Information

Payment Date: 2/19/2019
Payment Amount: \$30.00
Convenience Fee: \$0.68
Total Payment: \$30.68

Payment Method: **VISA**
Card Number: XXXXXXXXXXXXXXX3990
Expiration Date: 1021
CARLOS BONILLA
Billing Zip Code: 07026

Your confirmation number is: **3827295**

Your payment will post to the account listed below. It takes approximately two business days to post your payment to the account. Your payment date and time are equal to the time you completed this transaction as indicated by the Digital Time Stamp below.

Digital Time Stamp: 02/19/2019 09:50:34 [EST]

If an email address was provided, your confirmation email will be sent from marketingcloud@valuepaymentsystems.com. Please have payer sign below and retain merchant copy for your records

Signature X

Account Information

Payment Type: Dumpster Permit
Dumpster Permit Number: 190141
Phone Number: 2014462342

Payment Information

Payment Date: 2/19/2019
Payment Amount: \$30.00
Convenience Fee: \$0.68
Total Payment: \$30.68

Payment Method: **VISA**
Card Number: XXXXXXXXXXXXXXX3990
Expiration Date: 1021
CARLOS BONILLA
Billing Zip Code: 07026

Your confirmation number is: **3827295**

Your payment will post to the account listed below. It takes approximately two business days to post your payment to the account. Your payment date and time are equal to the time you completed this transaction as indicated by the Digital Time Stamp below.

Digital Time Stamp: 02/19/2019 09:50:34 [EST]

If an email address was provided, your confirmation email will be sent from marketingcloud@valuepaymentsystems.com. Please have payer sign below and retain merchant copy for your records

Signature X

AGREEMENT

Agreement made this _____ day of _____, 2019 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC., 300 KIMBALL DRIVE, PARSIPPANY, NEW JERSEY 07054, hereinafter referred to as CONSULTANT.

WHEREAS, the City of Jersey City wishes to construct a new firehouse known as Rescue 1 at 612-616 Communipaw Avenue; and

WHEREAS, the Phase I investigation of the site revealed the need for further geo-physical investigation known as a Phase II site investigation; and

WHEREAS, Langan Engineering and Environmental Services, Inc. submitted the attached proposal dated January 22, 2019 in the amount of Forty Five Thousand Two Hundred Seventy Five Dollars and Zero Cents (\$45,275.00); and

WHEREAS, this Agreement was authorized by Resolution _____ approved on _____, 2019.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for the CONSULTANT to provide the CITY with Environmental Engineering Services at the Jersey City Fire Department Rescue 1 Site, 612-616 Communipaw Avenue.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated January 22, 2019 which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months commencing upon the execution of this Agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely

responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of the professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated January 22, 2019 in the amount of Forty Five Thousand Two Hundred Seventy Five Dollars and Zero Cents (\$45,275.00);

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly reports (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Agreement.

A. Comprehensive General Liability: including Premises Operations, Products and Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in aggregate for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT with NJ statutory limits and Employer's Liability in the amount of ONE MILLION (\$1,000,000.00) DOLLARS.

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS limit of liability.

E. Errors & Omissions Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and in aggregate.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Agreement.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is

understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Indemnity

1. CONSULTANT shall indemnify and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

ARTICLE VIII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE IX

Suspension or Termination

1. **Termination:** CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. **Suspension:** CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE X

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the

terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

ARTICLE XI

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XII

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal

Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- A. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- B. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- C. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XIII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONSULTANT is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIV

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XV

Entire Agreement

1. This Agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be

binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XVI

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The CONSULTANT shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the CONSULTANT.

Before final payment on the contract is made by the contracting agency, the CONSULTANT shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONSULTANT and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales

and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVII

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that CONSULTANT, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will CONSULTANT, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVIII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that CONSULTANT either did not retain the services of a lobbyist to lobby on behalf of the CONSULTANT for the award of this contract, or if a lobbyist was retained by the CONSULTANT for such purposes, the CONSULTANT'S lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any CONSULTANT whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

BRIAN D. PLATT
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

**LANGAN ENGINEERING AND
ENVIRONMENTAL SERVICES, INC.**

BY: _____
[NAME]
[TITLE]

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervisory Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATTHEW HOGAN
Risk Manager

2/15/2019

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

City Clerk File No. Res. 19-173
 Agenda No. 10.Z.15
 Approved: FEB 27 2019
 TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY URGING NEW JERSEY STATE LEGISLATURE TO ENACT THE LIBERTY STATE PARK PROTECTION ACT

WHEREAS, Liberty State Park a beloved local and national treasure, whose priceless public lands provide urban wildlife habitats, educational enrichment, historical and cultural wonders, healthy recreation, and irreplaceable views of Lady Liberty and Ellis Island; and

WHEREAS, between 4 and 5 million people visit Liberty State Park each year, at least 700,000 of whom are visitors from around the world; and

WHEREAS, Liberty State Park is "The People's Park," an utterly unique gift from the people of New Jersey to the people of the United States on the occasion of our nation's Bicentennial; and

WHEREAS Liberty State Park has long served as a prime public event venue for the people of Jersey City and the entire region, hosting diverse and joyful park-staff-approved events such as the Hudson County Earth Day Festival, the Star Ledger Jazz Festival, the Fourth of July Fireworks display, and many more; and

WHEREAS Liberty State Park has in recent years repeatedly found itself under threat of being razed to the ground on behalf of commercial developers' almighty dollar; and

WHEREAS the Liberty State Park Protection Act will protect the park from these deeply unpopular commercial onslaughts while ensuring democracy and transparency in decision-making about these public lands, establishing a public process for any privatization lease of one year or more while nonetheless allowing small park-appropriate commercial activities to flourish, reinstating and revising a Liberty State Park Advisory Committee of park stewards, and engaging both the public and the Committee in the creation of a prudent management plan for the Park's future,

NOW, THEREFORE, BE IT RESOLVED that Municipal Council of the City of Jersey City, does hereby urge New Jersey's Assembly, Senate, and Governor to pass the Liberty State Park Protection Act into law with all possible expediency.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

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

City Clerk File No. Res. 19-174

Agenda No. 10-Z-16

Approved: FEB 27 2019

TITLE:



RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH RAINONE COUGHLIN MINCHELLO, LLC TO REPRESENT THE CITY OF JERSEY CITY, THE JERSEY CITY POLICE DEPARTMENT, AND POLICE OFFICER DAVID MCNEESE IN THE MATTER OF JAUWYNICE FOUNTAIN V. CITY OF JERSEY CITY, ET AL.

WHEREAS, a complaint was filed on December 24, 2018 in US District Court of New Jersey under case no. 18-cv-17558-MCA-MAH by Jauwynice Fountain alleging discrimination, violation of Americans with Disability Act and A hostile work environment; and

WHEREAS, Corporation Counsel determined that it was necessary to appoint special counsel to represent the City of Jersey City ("City"), the Jersey City Police Department ("JCPD") and Police Officer David McNeese; and

WHEREAS, Rainone Coughlin Minchello, LLC is qualified to perform these services; and

WHEREAS, Rainone Coughlin Minchello, LLC agreed to provide its services at an hourly rate of **\$150.00** per hour, including expenses, for a total contract amount not to exceed **\$75,000.00**; 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, in October 2018, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Rainone Coughlin Minchello, LLC submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, the City is awarding this contract under the Fair and Open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Rainone Coughlin Minchello, 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, an encumbrance in the amount of \$10,000.00 is available in **Account No. 18-01-201-23-210-312**.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The award of an agreement with Rainone Coughlin Minchello, LLC to represent the City, the JCPD and Police Officer David McNeese in the Jauwynice Fountain litigation is hereby ratified for one year effective **January 22, 2019**, for a total contract amount of **\$75,000.00**, including expenses;
2. The award of this contract shall be subject to the condition that Rainone Coughlin Minchello, 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.;

TITLE:

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH RAINONE COUGHLIN MINCHELLO, LLC TO REPRESENT THE CITY OF JERSEY CITY, THE JERSEY CITY POLICE DEPARTMENT, AND POLICE OFFICER DAVID MCNEESE IN THE MATTER OF JAUWYNCE FOUNTAIN V. CITY OF JERSEY CITY, ET AL.

- 3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
- 5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in Account No.: **18-01-201-23-210-312** for payment of this resolution. *PO#132706*

Elizabeth Castillo
Elizabeth Castillo, Acting Chief Financial Officer

EXP
02/21/2019

RR
2-22-19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *RB*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH RAINONE COUGHLIN MINCHELLO, LLC TO REPRESENT THE CITY OF JERSEY CITY, THE JERSEY CITY POLICE DEPARTMENT, AND POLICE OFFICER DAVID MCNEESE IN THE MATTER OF JAUWYINCE FOUNTAIN V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

It was necessary to hire outside counsel to represent the City of Jersey City, Jersey City Police Department, and Police Officer David McNeese who were named in a complaint filed in the US District Court by Jauwyince Fountain, alleging discrimination, violation of Americans with Disabilities Act and hostile work environment.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

\$75,000
Insurance Fund Commission.
19-01-201-23-210-312

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

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeanne F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547-4533
Fax# 201-547-5088
E-mail Address: abuanJ@jenj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): David L. Minchello, Esq.

Representative's Signature: _____

Name of Company: Rainone Coughlin Minchello, LLC

Tel. No.: 732-709-4182

Date: February 13, 2019

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

The contractor and the _____ of _____ (hereinafter "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 the Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: David L. Minchello, Esq
Representative's Signature: _____
Name of Company: Raimone Coughlin Minchello, LLC
Tel. No.: 732-709-4182 Date: February 13, 2019

**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 Rainone Coughlin Minchello LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 1/1/2019 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar this award of this contract. I further certify that during the term of the contract for the provision of legal services (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

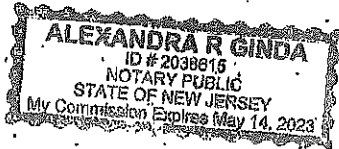
Name of Business Entity: Rainone Coughlin Minchello, LLC

Signed: [Signature] Title: Partner

Print Name: David L. Minchello, Esq. Date: February 13, 2019

Subscribed and sworn before me
this 13th day of February, 2019
My Commission expires: 6.

Alexandra R Ginda
(Affiant)
Alexandra Ginda
(Print name & title of affiant) (Corporate Seal)



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

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

Part I - Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavatro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Louis N. Rainone, Esq.	19 Papa Drive, Atlantic Highlands, NJ
Craig Coughlin, Esq.	1 Stern Place, Fords, NJ
David L. Minchello, Esq.	35 Maidenstone Drive, Ocean, 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.

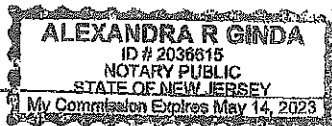
Name of Business Entity: Rainone Coughlin Minchello, LLC

Signature of Affiant: [Signature] Title: Partner

Printed Name of Affiant: David L. Minchello, Esq. Date: February 13, 2019

Subscribed and sworn before me this 13th day of February, 2019

My Commission expires:



[Signature]
(Witnessed or attested by)

(Seal)

**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: Rainone Coughlin Minchello, LLC

Address: 555 U.S. Highway One South, Suite 440, Iselin, NJ

Telephone No. : 732-709-4182

Contact Name: David L. Minchello

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Rainone Coughlin Minchello, LLC

Address: 555 U.S. Highway One South, Suite 440, Iselin, NJ

Telephone No. : 732-709-4182

Contact Name: David L. Minchello

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.

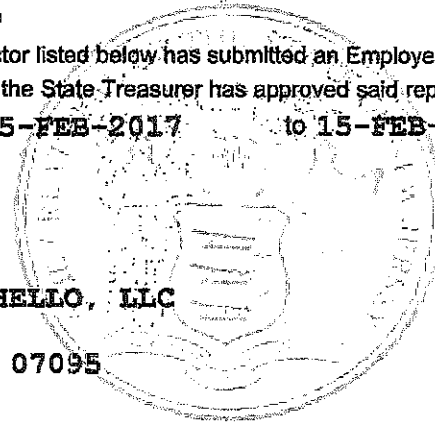
DIVISION OF PURCHASING COPY

Certification 57133

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2017** to **15-FEB-2024**

**RAINONE COUGHLIN MINCHELLO, LLC
1 WOODBRIDGE CENTER
WOODBIDGE NJ 07095**



Ford M. Scudder

**FORD M. SCUDDER
State Treasurer**



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: RAINONE COUGHLIN MINCHELLO LLC

Trade Name:

Address: 555 US HWY 1 S. STE.440
ISELIN, NJ 08830

Certificate Number: 2093302

Effective Date: December 13, 2016

Date of Issuance: February 06, 2018

For Office Use Only:

20180206111237642

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Rainone Coughlin Minchello, LLC, 555 U.S. Highway One South, Suite 440, Iselin, NJ ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Nakia Wiggins v. City of Jersey City, et al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Term.

The term of this agreement is twelve (12) months effective as of January 22, 2019.

C. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

D. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

E. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

F. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

G. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

H. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

I. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

J. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

K. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

L. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

M. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

N. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

O. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to

protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating there from. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brain Platt
Business Administrator

WITNESS:

Rainone Coughlin Minchello, LLC

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

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

City Clerk File No. Res. 19-175

Agenda No. 10.Z.17

Approved: FEB 27 2019

TITLE:



RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CLEARY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR JERRAMIAH HEALY AND THE CITY OF JERSEY CITY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB V. CITY OF JERSEY CITY, ET AL.

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, former Mayor Jeremiah Healy and former Police Chief Troy were named in a complaint filed by Valerie Montone (Civil Action No. 06-280) and John Astriab (Civil Action No. 06-3790) in Federal District Court of New Jersey alleging violations of their civil rights; and

WHEREAS, a motion was granted to consolidate Astriab/Civil Action No. 06-280 and Montone/Civil Action No. 06-3790; and

WHEREAS, Resolution 13.757 approved November 13, 2013 awarded a professional services agreement in the amount of \$50,000.00 to Cleary Giacobbe Alfieri Jacobs; and

WHEREAS, Resolution 14.828 approved December 17, 2014 awarded a professional services agreement in the amount of \$50,000.00 to Cleary Giacobbe Alfieri Jacobs; and

WHEREAS, Resolution 15.829 approved November 24, 2015 awarded a professional services agreement with no additional funds to Cleary Giacobbe Alfieri Jacobs; and

WHEREAS, Resolution 17-183 approved February 22, 2017 awarded a professional services agreement in the amount of \$50,000.00 to Cleary Giacobbe Alfieri Jacobs; and

WHEREAS, Resolution 18-409 approved April 25, 2018 awarded a professional services agreement in the amount of \$100,000.00 to Cleary Giacobbe Alfieri Jacobs; and

WHEREAS, Resolution 18-881 was approved September 26, 2018 to amend Resolution 18-409 and increase the contract amount by an additional \$100,000.00 to Cleary Giacobbe Alfieri Jacobs; 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, N.J.S.A. 40A-11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is ongoing and it is necessary to ratify the renewal of the contract effective February 23, 2019 and to increase the contract amount by an additional **\$100,000.00**; and

WHEREAS, Cleary, Giacobbe, Alfieri, Jacobs, LLC agrees to provide these services at an hourly rate of **\$150.00** per hour, including expenses; and

WHEREAS, the City awarded the contract to Cleary, Giacobbe, Alfieri, Jacobs, LLC under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, a temporary encumbrance in the amount of \$10,000 is available in **Account No. 19-01-201-23-210-312.** PO# 132715

WHEREAS, Cleary, Giacobbe, Alfieri, Jacobs, 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, the resolution authorizing the award and the agreement itself must be available for public inspection.

TITLE:

RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CLEARY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR JERRAMIAH HEALY AND THE CITY OF JERSEY CITY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB V. CITY OF JERSEY CITY, ET AL.

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

1. An agreement with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC is hereby ratified and reauthorized for one year effective February 23, 2019, and the contract amount is increased by an additional **\$100,000**; for a total contract amount of \$450,000.00;
2. The award of this contract is subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law; N.J.S.A. 40A:11-1 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in **Account No.: 19-01-201-23-210-312** for payment of this resolution. P.O.#132715

Elizabeth Castillo
Elizabeth Castillo, Acting Chief Financial Officer

02/20/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.B.
2-22-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, Deputy City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CLEARLY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR JERRAMIAH HEALY AND THE CITY OF JERSEY CITY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB V. CITY OF JERSEY CITY, ET. AL.

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

Contract Purpose

The Montone/Astriab matters have been consolidated. The Complaint is against Former Mayor Jerramiah Healy and the City of Jersey City alleging violation of civil rights as well as hostile work environment and gender discrimination. This is an on-going litigation matter which is potentially heading to trial. Accordingly, the City is reentering into a contract with Clearly Giacobbe Alfieri Jacobs, LLC for an additional \$100,000.

Cost (Identify all sources and amounts)

Insurance Fund Commission
19-01-201-23-210-312

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 _____, 2019 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, **Cleary Giacobbe Alfieri & Jacobs, LLC**, 955 State Highway 34, Suite 200, Matawan, NJ 07747 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Nakia Wiggins v. City of Jersey City, et al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT

professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$100,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Term.

The term of this agreement is twelve (12) months effective as of January 22, 2019.

C. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter

involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

D. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

E. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing

- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

F. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

G. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

H. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges

- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

I. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

J. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

K. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

L. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

M. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

N. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

O. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential

information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating there from. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brain Platt
Business Administrator

WITNESS:

Cleary Giacobbe Alfieri Jacobs 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: _____

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jean F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547-4533
Fax# 201-547-5088
E-mail Address: abuanJ@icnj.org

RENEWAL PACKAGE
FOR CERTIFICATE OF
EMPLOYEE
INFORMATION REPORT

Certification 45751

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-NOV-2017** to **15-NOV-2020**



CLEARY GIACOBBE ALFIERI & JACOBS, LLC
955 STATE HIGHWAY 34, SUITE 200
MATAWAN NJ 07747



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

CLEARY GIACOBBE ALFIERI & JACOBS LLC

TRADE NAME:

ADDRESS:

**955 STATE HWY 34 STE 200
MATAWAN NJ 07747-3106**

SEQUENCE NUMBER:

1598238

EFFECTIVE DATE:

11/03/10

ISSUANCE DATE:

09/20/17

James J. ...
Director
New Jersey Division of Revenue

FORM-BRC

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

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form-AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

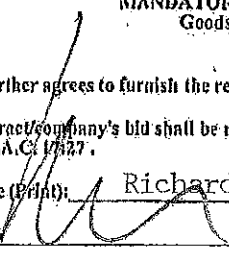
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Richard A. Gantner, Esq./Partner

Representative's Signature: 

Name of Company: Cleary Giacobbe Alfieri Jacobs LLC

Tel. No.: 973-845-6700

Date: 1/21/19

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM, FAILURE TO PROPERLY COMPLETE OR FILING FORM AND TO SUBMIT THE REQUIRED \$15000 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT LOG 1 REPORT FOR SECTION B. ITEM 11. For instruction on completing the form, go to <http://www.state.nj.gov/eo>

SECTION A - COMPANY IDENTIFICATION

1. IND. NO. OR SOCIAL SECURITY: 1. EMP 2. SERVICE 3. WHOLESALER
 4. RETAIL 5. OTHER

2. TYPE OF BUSINESS

3. TOTAL NO. EMPLOYEES IN THE EST/BLD COMPANY

4. COMPANY NAME: **Cleary Giacobbe Alfieri Jacobs LLC**

5. ADDRESS: **109 Ramapo Valley Road, Upper Level 105, Oakland, NJ 07436**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF ANY): _____ CITY: _____ STATE: _____ ZIP CODE: _____

7. CHECK ONE IF THIS COMPANY: SINGLE ESTABLISHMENT EMPLOYER MULTIPLE ESTABLISHMENT EMPLOYER

8. IF MULTIPLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: _____

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

10. BUILDING AGENCY AWARD OR CONTRACT: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

11. REPORT DATE: _____ DATE OF SURVEY: _____ NAME OF AGEN: _____ 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 SUM UP THIS TABLE.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT/AUTHORITY/ NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (COL. 2, 3)	COL. 2 STATE	COL. 3 FEDERAL	MALE					FEMALE						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.		
Officers/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 INFORMATION OBTAINED?
 1. Visual Survey 2. Employer Record 3. Other (Specify): _____

13. IS THIS YOUR FIRST Employee Information Report Submitted? YES NO

14. IF NO, DATE LAST REPORT SUBMITTED: NO. DAY YEAR

15. DATE OF PAYROLL PERIOD UNDER REVIEW: _____ TO: _____

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print Name): **Richard A. Gantner, Esq.** SIGNATURE: _____ TITLE: **Partner** DATE: **1/21/19**

17. ADDRESS NO. & STREET: **169 Ramapo Valley Road** CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: **07436** PHONE (AREA CODE) NO. & EXTENSION: _____

973-845-6700

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

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

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

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

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

Representative's Name/Title (Print): Richard A. Gantner, Esq./Partner

Representative's Signature: 

Name of Company: Cleary/Giacobbe Alfieri Jacobs LLC

Tel. No.: 973-845-6700

Date: 1/21/19

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman-owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Cleary Giacobbe Alfieri Jacobs LLC
Address : 169 Ramapo Valley Road, Upper Level 105, Oakland, NJ 07436
Telephone No. : 973-845-6700
Contact Name : Richard A. Gantner, Esq.

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

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Business Name: Cleary Giacobbe Alfieri Jacobs LLC
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Telephone No.: 973-845-6700
Contact Name: Richard A. Gantner, Esq.

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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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 _____ (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:

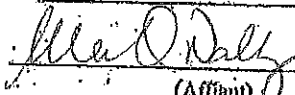
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cleary Giacobbe Alfieri Jacobs LLC

Signed:  Title: Partner

Print Name: Richard A. Gantner, Esq Date: 1/21/19

Subscribed and sworn before me
this 21 day of Jan, 2019
My Commission expires:


(Affiant)

(Print name & title of affiant) (Corporate Seal)

MAUREEN O. NALLY
A Notary Public of New Jersey
My Commission Expires December 24, 2023

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

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

Part I -- Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II -- Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

Part 3 -- Signature and Attestation:

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

Name of Business Entity: Cleary Jacobbe Alfieri Jacobs LLC

Signature of Affiant: [Signature] Title: Partner

Printed Name of Affiant: Richard A. Gantner, Esq. Date: 1/21/19

Subscribed and sworn before me this 21 day of January, 2019

My Commission expires: _____

[Signature]
 (Witnessed or attested by)

 (Seal)

MAUREEN O. NALLY
 A Notary Public of New Jersey
 My Commission Expires December 24, 2023

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

City Clerk File No. Res. 19-176

Agenda No. 10.Z.18

Approved: _____

TITLE:

WITHDRAWN



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH CIVITAS, LLC FOR PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2020-2024, ANNUAL ACTION PLAN & UPDATE THE CITY'S ANALYSIS OF IMPEDIMENTS (AI) TO FAIR HOUSING PLAN

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited for bids for preparation of the City's five-year Consolidated Plan 2020-2024, Annual Action Plan & Update the City's Analysis of Impediments (AI) to Fair Housing Plan; and

WHEREAS, in accordance with 24 CFR Part 91, jurisdictions receiving U.S. Department of Housing and Urban Development (HUD) entitlement grant funds are required to prepare a Five Year Consolidated Plan that must be submitted to HUD at least 45 days prior to the start of its program year; and

WHEREAS, the Consolidated Plan is a collaborative process whereby a community establishes a unified vision for community development actions and it is the means to meet HUD's submission requirements for CDBG, HOME, ESG and HOPWA; and

WHEREAS, the City of Jersey City (City) received four (4) bids the best bid that suited the City's needs being that from Civitas, LLC, 1150 Wexford Park Mount Pleasant, SC 29466 in the total bid amount of Thirty Thousand Nine Hundred and Ten Dollars and Zero Cents (\$30,910.00); and

WHEREAS, the Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the Consolidated Plan must state how the City will pursue its statutory program goals which are: Decent Housing, A Suitable Living Environment and Expanded Economic Opportunities; and

WHEREAS, in accordance with 24 CFR Part 91, jurisdictions receiving HUD entitlement grant funds are required to prepare and certify that they will affirmatively further fair housing; and

WHEREAS, it is necessary for the City to update its 2011 Analysis of Impediments to Fair Housing (AI); and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A 20.4 et seq. (Pay to Play Law); and

WHEREAS, the Director of the Division of Community Development has determined and certified in writing that the value of the contract will not exceed \$30,910.00; and

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

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

WHEREAS, 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

TITLE:

RESOLUTION AUTHORIZING A CONTRACT WITH CIVITAS, LLC FOR PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2020-2024, ANNUAL ACTION PLAN & UPDATE THE CITY'S ANALYSIS OF INPEDIMENTS (AI) TO FAIR HOUSING PLAN

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds in the amount of \$30,910 are available in Account No. 59-200-56-858-918

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

- 1) The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with Civitas, LLC to provide professional services for a total contract amount not to exceed Thirty Thousand Nine Hundred and Ten Dollars and Zero cents (\$30,910);
- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, hereby certify that sufficient funds in the amount \$30,910 are available in Account No. 59-200-56-858-918 (PO Number _____).

Donna Mauer, Chief Financial Officer

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

R.R.
2-25-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Require

WITHDRAWN

RECORD OF COUNCIL VOTE ON FIN											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMEN			
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 A CONTRACT WITH CIVITAS, LLC FOR PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2020-2024, ANNUAL ACTION PLAN & UPDATE THE CITY'S ANALYSIS OF IMPEDIMENTS (AI) TO FAIR HOUSING PLAN

Project Manager

Department/Division	HBDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulla@cnj.org

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

Contract Purpose

Preparation of the five year Consolidated Plan and the Annual Action Plan and update the City's Analysis of Impediments to Fair Housing Plan.

Cost (Identify all sources and amounts)

\$30,910.00

Contract term (include all proposed renewals)

One (1) year

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Division Director

2/20/19
Date


Signature of Department Director
Acting D.R.

2/20/19
Date

AGREEMENT

AGREEMENT made this ____day of____, 2019 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and Civitas, LLC ("Civitas" or "Consultant"), 1150 Wexford Park, Mount Pleasant, SC 29466.

WHEREAS, the City of Jersey City, "City," receives Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), Emergency Solutions Grants (ESG) and Housing Opportunities for Persons with Aids (HOPWA) program funding from the United States Department of Housing and Urban Development (HUD); and

WHEREAS, The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions; and

WHEREAS, The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CPD formula block grant programs: CDBG, HOME, ESG and HOPWA; and

WHEREAS, HUD grant recipients must undertake a consolidated planning process every 5 years; and

WHEREAS, HUD grant recipients must undertake an Analysis of Impediments to Fair Housing Choice (AI), which in keeping with their obligation to 'affirmatively further fair housing' under the Fair Housing Act; and

WHEREAS, The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan; and

WHEREAS, Civitas is prepared to develop and submit the City of Jersey City's Consolidated Plan ("ConPlan"), Annual Action Plan ("AAP") and complete an Analysis of Impediments to Fair Housing ("AI"); and

WHEREAS, Civitas will ensure that the documents meet all Federal regulations and follow HUD guidance for the eCon Planning Suite; and

WHEREAS, Civitas will complete this project through the use of both quantitative and qualitative data from the most recent available sources, including using feedback collected from the community by Staff; and

WHEREAS, in addition to the submitted documents, Civitas will produce a high-quality public comment version of the documents for City residents to review and comment on; and

WHEREAS Civitas specializes in the completion of ConPlans, AAPs, and other HUD documents; and

WHEREAS Civitas has worked with grant recipients of all sizes and are experts in the CDBG, HOME, ESG, CDBG-DR, and other HUD programs.

WHEREAS, Civitas is prepared to begin work immediately and complete all actions in accordance with the included timeline.

WHEREAS, the City went through an informal solicitation process because the contract did not exceed \$30,910; and

WHEREAS, a committee reviewed the proposals and prepared a report recommending that the contract be awarded to Civitas, LLC; and

WHEREAS, the total contract amount shall not exceed \$30,910; and

WHEREAS, Resolution _____ approved on _____ authorized this Agreement between the City and Civitas, LLC;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for the Consultant to develop the City's Consolidated Plan, Annual Action Plan and Analysis of Impediments.

ARTICLE II
Scope of Services

1. Consultant shall perform for the all the services as described in their Proposal (Exhibit "A").
2. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications, which increase the compensation of Contractor, shall require the prior authorization of the governing body of the City.

ARTICLE III
Term

1. The Term of the Agreement shall be the City officials execute one year commencing of the date this Agreement.

ARTICLE IV
Contractual Relationship

1. In performing the services under this agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.
2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is require by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE V

Compensation and Payment

1. In exchange for performing the services describe in Article II herein, the Consultant shall receive a total contract amount not to exceed \$30,910, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Director of Division of Community Development. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Consultant understands that each invoice must be submitted to the Governing Body of the City for approval prior to payment. The Governing Body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three weeks.

ARTICLE VI

Insurance

1. Consultant shall purchase and maintain the following insurance during the terms of this Contract:
 - A. Comprehensive General Liability for \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate; including Products & Completed Operations coverage.
 - B. Workmen's Compensation with State of New Jersey statutory limits and Employer's Liability for \$1,000,000.00.
 - C. Automobile Liability for \$1,000,000.00 combined single limit.
 - D. Professional Liability for \$2,000,000.00 per occurrence and in aggregate.
 - E. Cyber Liability for \$2,000,000.00 per occurrence and in aggregate.Said policy shall include an endorsement whereby Consultant indemnifies and holds harmless the City, its respective employees and all claims against any of them arising solely out of the negligent performance of services or caused by error, omission, or negligent act of the Consultant or any on employed by the Consultant.
2. Consultant agrees to produce and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do

business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VII

Termination for Cause

1. Should a dispute arise between City and Consultant, and if, after good faith effort resolution, the dispute is not resolved; either party may terminate the contract by providing 30 days' written notice to the other party. Notwithstanding the foregoing, the City reserves the right to cancel the contract at its convenience by providing 30 days' written notice to the Consultant. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall no further claim against the City with respect thereto.

Article VIII

Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.
2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

ARTICLE IX

Indemnity

1. The Consultant shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses including all reasonable counsel fees incurred by the City for any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act of omission by the Consultant, its agents, servants, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

ARTICLE X

Entire Agreement

1. This Agreement constitutes the entire agreement between the City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreement other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.
2. This Agreement shall in all respects be interpreted and construed and the laws of the State of New Jersey thereto shall govern the rights of the party.

ARTICLE XI

Assignment

Consultant shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII

Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Brian Platt
City Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

ARTICLE XIII

Compliance with Affirmative Action Plan

- (a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

- (b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:
 - 1. A supplement Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts, which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

 - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts, which exceed \$40,000.00).

ARTICLE XIV

New Jersey Business Registration Requirements

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XV

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Consultant either did not retain the services of a lobbyist to lobby on behalf of the Consultant for the award of this contract, or if a lobbyist was retained by the Consultant for such purposes, the Consultant's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Consultant whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

Robert Byrne, City Clerk

Brian Platt, Business Administrator

Attest:

Civitas, LLC

Karl "Erich" Chatham,
Managing Partner



Jersey City, New Jersey
Technical Proposal for Five Year Consolidated Plan
&
Updated Analysis of Impediments to Fair Housing Choice

Submitted by:

Civitas, LLC

October 4, 2018

Revised February 15, 2019 by Karl Erich Chatham



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To: Carmen Gandulla, Director
Division of Community Development
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

From: Civitas LLC
1150 Wexford Park
Mount Pleasant, SC 29466

Re: Proposal for Consolidated Plan and Analysis of Impediments to Fair Housing

Civitas is pleased to present this proposal to the City of Jersey City for assistance related to the development of the City's 5-Year Consolidated Plan (ConPlan) and an updated Analysis of Impediments to Fair Housing Choice (AI). Our team will provide unmatched knowledge of the consolidated planning process combined with unsurpassed fair housing expertise, gained from completing numerous HUD-approved ConPlans, AAPs, AIs, and AFFHs, to deliver timely and comprehensive services.

Civitas is based out of Charleston, SC and has an excellent track record working throughout the country. Civitas specializes in HUD grant programs and housing analyses. We have successfully completed a variety of similar work for numerous clients throughout the country including Charleston, SC; Bristol Township, PA; Wilmington, NC; Jacksonville, FL; Greenville, NC; and many more. It would be difficult to find a team more knowledgeable of the IDIS-based *eCon Planning Suite*. In addition to working with clients to complete their ConPlans and assorted documents using the planning suite, our consultants also serve as HUD technical assistance providers and train grantees across the nation on the system.

Please find below our proposal for completing a HUD-approved ConPlan and Analysis of Impediments to Fair Housing Choice. These services and associated costs are based on our understanding of the required scope of services, however we are always happy to negotiate and make adjustments at your request. Civitas will adhere to the services, costs, and timelines outlined in this proposal, and this signed cover letter binds the company for sixty (60) days.

Founding Partner Erich Chatham will serve as the primary contact and Project Manager for this project. We look forward to the opportunity to work with the City of Jersey City and to help provide decent, safe, and affordable housing to the citizens of Jersey City, New Jersey.

Sincerely,

Karl "Erich" Chatham
Civitas, LLC
(843) 573-7825
Erich.chatham@civitassc.com



Contents

Executive Summary	4
Organization Information	4
Qualifications and Experience	5
eCon Planning Suite Experience	5
Personnel	6
Approach	8
Consolidated Plan	8
Annual Action Plan	10
Analysis of Impediments to Fair Housing	11
Similar Projects	13
Sample Document Links	Error! Bookmark not defined.
Time Schedule	15
References	16
Proposed Budget	17
Attachments	Error! Bookmark not defined.
Resumes	Error! Bookmark not defined.



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Executive Summary

Civitas, LLC is prepared to develop and submit the City of Jersey City's Consolidated Plan for \$14,410 and complete an Analysis of Impediments to Fair Housing for an additional \$16,500, for a total of \$30,910 before printing costs. This includes ensuring that the documents meet all Federal regulations and follow HUD guidance for the *eCon Planning Suite*. Civitas will complete this project through the use of both quantitative and qualitative data from the most recent available sources, including using feedback collected from the community by Staff. In addition to the submitted documents, Civitas will produce a high-quality public comment version of the documents for City residents to review and comment on. Civitas specializes in the completion of ConPlans, AAPs, and other HUD documents. We have worked with grant recipients of all sizes and we are experts in the CDBG, HOME, ESG, CDBG-DR, and other HUD programs. Our staff is prepared to begin work immediately and complete all actions in accordance with the included timeline.

Organization Information

Legal Name: Civitas, LLC

Address: 1150 Wexford Place, Mount Pleasant, South Carolina 29466

Telephone Number: (843) 573-7825

Email Address: erich.chatham@civitassc.com

DUNS Number: 832064575

Tax Identification Number: 80-0443389

Organization Type: Limited Liability Corporation (LLC)

Date Established: 2009

Number of Employees: Six

Brief History of Civitas: Civitas was founded in 2009 by Jimmy Ardis and Erich Chatham, two graduates of the College of Charleston's Masters of Public Administration program. Jimmy, an Air Force veteran, and Erich, a former high school teacher, found that they each brought a unique set of skills, personality, and knowledge base to the organization that provided incredible balance and productivity. After graduating they saw a need in the market for housing policy experts who can provide assistance to a variety of clients who were looking to address their community's housing needs. Through their dedication and hard work, they developed Civitas into one of the foremost housing policy firms in the country, particularly with regard to HUD programs.

Since 2009, the organization has seen healthy growth in both clients and staff. Two specialists, Peter Neiger and Vern Xiong, were added to the staff in 2014. Peter and Vern's data analysis and visualization expertise allowed Civitas to continue to grow and provide their services to more clients. Currently, Civitas has six employees who are not only experts in the Consolidated Planning process, but they also specialize in additional aspects of affordable housing policy allowing Civitas to provide the quality of a larger firm with the nimbleness of a small firm all for a price affordable to clients of all sizes. As 2018 is coming to a close, Civitas is on track to continue its healthy growth and provide even greater assistance throughout the country.



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Qualifications and Experience

Civitas, LLC is a veteran-owned housing and community development consulting firm based in South Carolina. We are in the business of thinking *and* doing. We help local government, non-profit, and for-profit enterprises solve problems and implement solutions. Our knowledge and experience with HUD programs, social science research, economic development, and community revitalization puts us in a unique position to assist the City of Jersey City to complete the Consolidated Plan and Analysis to Impediments of Fair Housing.

We bring a passion for public service to our work in areas such as affordable housing development, grant writing and administration, program evaluation, research design and implementation, social and economic impact analysis, survey research, GIS mapping and spatial analysis, and project management. Formally organized in 2009, Civitas consultants have decades of combined experience in the community development field. We have continued healthy growth since our founding and currently have a six-person staff with diverse skill sets that allow us to produce high-quality products at reasonable prices.

HUD documents are our specialty and Civitas has successfully completed or assisted with the completion of Consolidated Plans and Annual Action Plans for multiple communities in numerous states – including South Carolina, North Carolina, California, Florida, Texas, Tennessee, Utah, Colorado, Illinois, Michigan, and Pennsylvania. Our firm also has several subcontracts with companies contracted directly with HUD to provide national technical assistance services to HUD grantees. We provide expertise, training, and problem solving to HUD grantees across the nation. We are experts on the Consolidated Planning Process, AAPs, AIs, Analyses of Fair Housing, IDIS, DRGR, CDBG, HOME, and a variety of other HUD programs and cross cutting regulations.

eCon Planning Suite Experience

The Consolidated Plan will be developed using HUD's IDIS-based e-Con Planning Suite. It would be difficult to find a team more knowledgeable of this system. Our consultants have been involved with eCon since its inception. Furthermore, Civitas consultants have been contracted with HUD to provide direct training and technical assistance to grantees on IDIS. The Planning Suite provides streamlined data collection and a standardized template that provides grantees with greater certainty that their planning process adheres to HUD-guidelines and vision. Consultants will utilize the ConPlan template and include the most recently available data in the data tables, narratives, charts, and maps into IDIS. Civitas will enter the full Consolidated Plan into IDIS and submit for HUD approval per Federal guidelines and in accordance with the submission deadline.



Personnel

As discussed above, the Civitas team has unmatched fair housing experience and expertise. Below are the bios of the key personnel who will work on this project. Complete resumes are also included at the end of this proposal.

Erich Chatham, Charleston, South Carolina – Project Manager

Erich has recently worked on economic and community development projects with local governments, for-profits, and non-profits throughout South Carolina, North Carolina, Florida, Utah, Georgia, and Texas, to name a few. He serves as a national technical assistance provider for the US Department of Housing and Urban Development and is a HOME Certified Specialist. In his role as a HUD TA Provider, Erich provides technical assistance to HUD grantees related to CDBG, CDBG-DR, HOME, and ESG program management. He has also conducted numerous IDIS and DRGR training workshops throughout the country.

Erich serves on numerous non-profit boards of directors including the Palmetto Community Land Trust, Grand Strand Housing and Community Development, the South Carolina Interagency Council on Homelessness and the Lowcountry Continuum of Care where he serves as the Chairman of the Governing Council. Erich received a Bachelor of Arts in History and Secondary Education Certification from Oglethorpe University in Atlanta, Georgia. He then taught high school economics and government and coached several sports for four years. He also holds a Masters of Public Administration from the College of Charleston, with a focus on Economic Development and Urban Planning.

Jimmy Ardis, Columbia, South Carolina

Jimmy is a housing consultant, project manager, and policy researcher working with local governments big and small across the United States. He has extensive experience across the community development field, including: grant management, public-private partnerships, regulatory compliance, and financial reconciliation. Jimmy is a national technical assistance provider for the US Department of Housing and Urban Development and is a HOME Certified Specialist. Jimmy specializes in HUD program management –CDBG, HOME, NSP, ESG, CDBG-DR – and is a nationally sought-after expert in the HUD Environmental Review process. Jimmy has a particular interest in sustainable, human-scaled urbanism and brings a passion for creating healthy living environments to all projects.

Prior to working as a community development consultant, Jimmy worked as a policy analyst at The Riley Center for Livable Communities at the College of Charleston. He began his career in the United States Air Force, working in the aviation and emergency management fields. Jimmy studied Business as an undergraduate at UMUC while living in Turkey and went on to earn a Masters of Public Administration at the College of Charleston.



Peter J. Neiger, Wilmington, North Carolina

Peter is the lead researcher for Civitas and specializes in data mapping and analysis. He has worked on projects throughout the country and has been the lead researcher for multiple AIs and Consolidated Plans. He has also assisted in providing IDIS Technical Assistance for clients in North Carolina and CDBG-DR Program Research and assistance in Florida. Peter's passion spans multiple areas based on his life experience and he is particularly interested in helping communities recover from natural disasters, providing housing options for residents experiencing homelessness, and developing sustainable and people-centric urban communities.

Peter has a Bachelor of Science in Economics from the College of Charleston. Before working with Civitas, Peter was a data analyst in Washington DC where he focused primarily on education reform. He is also a veteran who served in the US Army as an infantry paratrooper.

Vern Xiong, St. Paul, Minnesota

Vern is a research assistant for Civitas and has assisted in many housing studies across the country. Vern has led Civitas' efforts on multiple Consolidated Plans and Assessments of Fair Housing. He has worked on research and evaluation for non-profits in Minnesota and Colorado, as well as international development projects in Southeast Asia and Central America. Coming from a refugee family, Vern has a special interest in helping displaced people and secondary migrants adapt, make healthy living choices, and grow with their new communities.

Before working at Civitas, Vern managed Lao Family's Youth and Family program for seven years. He also helped lead many community development programs, including CDBG, in Minneapolis-St. Paul. Vern earned a Bachelor of Art from Greenville College, Illinois and a Certificate of Grant Proposal Writing from Fort Hayes State University.



Approach

Civitas' methodology for completing ConPlans and AIs has proven to be very successful. We balance the need for both qualitative and quantitative analysis to provide a document that meets HUD requirements, as well as one that is customized to meet the needs of each unique client. What follows is our detailed proposed scope of work for each section.

Consolidated Plan

Using a mix of qualitative and quantitative methods we propose to deliver a high-quality Consolidated Plan that will provide insights into economic development and the housing profile of Jersey City.

"The Consolidated Plan is designed to be a collaborative process whereby a community establishes a unified vision for community development actions. It offers local jurisdictions the opportunity to shape the various housing and community development programs into effective, coordinated neighborhood and community development strategies. It also creates the opportunity for strategic planning and citizen participation to take place in a comprehensive context, and to reduce duplication of effort at the local level." –HUD

The ConPlan and AAP will be developed using HUD's IDIS-based e-Con Planning Suite. All team members are fluent and knowledgeable of system, have attended all relevant HUD training webinars on the subject from the onset, and have successfully completed HUD-approved Con Plans using the e-Con Planning Suite. Consultants will utilize the ConPlan template to import all relevant data tables, narratives, charts, and maps into IDIS. When necessary, CPD Maps will be used for spatial analysis and mapping. Given that CPD Maps tend to be outdated, Civitas prefers to use the most up-to date data and create custom maps for our clients. Similarly, Civitas will use a combination of HUD-provided data, BLS, US Census, and other data sources to allow for an accurate analysis.

Below is a description of the major plan components that will be developed and compiled using the e-Con Planning Suite to deliver the City of Jersey City a timely, quality and compliant Consolidated Plan. The components listed below are extracted directly from the IDIS template.

Executive Summary: If requested, Civitas members will meet on-site with City representatives to discuss the project, develop detailed schedules and collect necessary information. Resources include, but are not limited to the City of Jersey City's existing ConPlan, the Hudson County Continuum of Care, the City's comprehensive plan, and other relevant information from local agencies. City representatives will be asked to assist in identifying and providing any other relevant data or information to ensure that all community needs, conditions and resources are considered.

Demographic Data Collection: The consultant team will develop a Community Profile, which will provide a general overview of the City. This present-day sketch will outline the City's employment situation and major employers, current urban development issues, recreational activities, and any successful development or redevelopment ventures. The demographic and housing section will give a brief overview the current population, including its ethnic and socio-economic makeup, as well as the current state of its housing situation, and land use issues. The policy section will outline any current government policies that might have an impact on affordable housing or the operation of housing agencies within the jurisdiction.

Citizen Participation: To complete this section, Civitas consultants will utilize the information gathered from the necessary public hearings held in the City. Additionally, we will support staff should they request assistance in



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developing a citizen outreach program to ensure all voices are heard. We can use a variety of methods to gather data from citizens, including consultation with key stakeholders and public officials, public meetings and presentations, and a review of data sets applicable to the City. Additionally, the consultant team can develop a survey for citizen and stakeholder feedback in both online and hard copy format in English and, if requested, Spanish. Civitas has successfully conducted many such surveys across the nation as part of the Consolidated Planning process and are experts in extracting useful qualitative data from the community.

Housing Needs Assessment: The consultant team will develop an updated housing needs profile specifically for the City of Jersey City. The consultant team will work with City representatives to identify any additional data and information, including existing housing and/or homeless studies and information on special needs populations, etc., not previously considered. After obtaining this information, the consultants will use it—along with the information gathered at the initial meeting, census data and other HUD resources—to develop a needs assessment for the City’s review and approval.

The needs assessment will meet all of the minimum requirements of 24 CFR Part 91 and 570 and will include an estimate of the housing needs within the City. The assessment will include the specification of such housing related needs, a discussion of specific housing problems, assessment of the specific needs of racial and ethnic groups, the extent of homelessness in the City, the characteristics and needs of low-income people, existing facilities such as outreach and assessment, existence of emergency shelters and services, estimates of the number of people requiring supportive services, and a description of supportive housing needs.

Housing Market Analysis: In cooperation with local stakeholders and representatives, the consultant team will develop a housing market analysis, using information from interviews, surveys, public hearings, census data, consultation with local lenders, realtors, appraisers, and related GIS software. Consultants will incorporate into this analysis an evaluation of the City’s housing supply, the demand for housing, the current housing conditions, the cost of housing stock, and the kind of housing available to the disabled and to people with HIV/AIDS. In addition, the consultant team will provide a description of the number of housing units by income level and by type of household that currently receive assistance from local, state or federal programs and an assessment of whether any such units will be lost from the assisted-housing inventory.

Homeless Needs Assessment: Consultants will provide a concise summary of the nature and extent of homelessness within the City (including rural homelessness and chronic homelessness if applicable), addressing separately the need for facilities and services for homeless persons and homeless families with children, both sheltered and unsheltered, and homeless subpopulations. The summary will include the characteristics and needs of low-income individuals and children, (especially extremely low income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered. In addition, the assessment will include a description of the nature and extent of homelessness by racial and ethnic group. As part of the homeless needs assessment, the consultant team will identify area facilities and services in place to provide for the homeless population. This shall include, at a minimum, the Upstate Continuum of Care, all emergency shelters, any homeless outreach program(s) as well as available transitional and permanent housing options.

Non-homeless Special Needs including HOPWA: The consultants will update population data and review changes to existing programs and/or services. This will include an analysis of the number of persons in various subpopulations that are not homeless but may require housing or supportive services, including the elderly, frail elderly, persons with disabilities (mental, physical, developmental, persons with HIV/AIDS and their families), persons with alcohol or other



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drug addiction, victims of domestic violence, and any other categories the jurisdiction may specify and describe their supportive housing needs.

Lead-based Paint Hazards & Remediation Programs: The consultant team will update any changes to lead-based paint hazards remediation programs/practices. They will estimate the number of housing units that contain lead-based paint hazards, as defined in Section 1004 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, and are occupied by extremely low income, low income, and moderate-income families. Since almost three-fourths of housing built before 1978 contains lead-based paint, it poses a serious risk to occupants, particularly pregnant women and children. The consultant team will furthermore identify and, based on local conditions, provide strategies to remove or abate lead-based paint in the City's housing stock.

Public and Assisted Housing Services & Facilities: The consultant team will provide an updated list of publicly operated or otherwise subsidized housing facilities, to include LIHTC, Tax Exempt Bond Financing, CDC, CHDO, PHA, Section 8 HCV and otherwise subsidized housing facilities and programs. In cooperation with the Jersey City Housing Authority and other agencies located within its boundaries the consultants will describe the needs of public housing, including the number of public housing units in the jurisdiction, the physical condition of such units, the restoration and revitalization needs of public housing projects within the jurisdiction, and other factors, including the number of families on public housing and tenant-based waiting lists and results from the Section 504 needs assessment of public housing projects located within its boundaries.

Non-Housing Community Development Initiatives: The consultant team will identify the City's priority non-housing community development needs eligible for assistance. This includes public facilities, public improvements, public services and economic development. This analysis will include a look at the homebuilding industry in the City, its current neighborhood development policies, and its economic development initiatives. This shall include but be limited to the following; public libraries and museums, parks and community centers, health facilities, historic preservation, continuing education/adult education facilities, and any additional youth, adult or senior programs. This review shall also incorporate regional planning and economic development initiatives including but not limited to urban development, infrastructure, public safety, public transportation, employment training, and business attraction and retention.

Strategic Plan: The consultant team will develop a strategic plan that addresses the needs identified in the approved needs assessment and any existing policies. The strategic plan will be consistent with the minimum HUD requirements as outlined in CFR 24 Part 91 as well as with other guidance issued by HUD. The strategic plan will detail the City's housing, homeless, and non-housing priorities for the next five years. Specific objectives and strategies will be developed that address stated priority needs. City representatives will review and provide comments on the draft of the strategic plan, which the consultants will incorporate into the finalized version. The consultant team will obtain comments and direction on the draft Strategic Plan and discuss actions to implement the approved strategies.

Annual Action Plan

The consultant team will develop an Annual Action Plan that supports the objectives and strategies outlined in the previous assessments and analyses. Specific benchmarks/performance measures will be developed so that Spartanburg and HUD will be able to assess and evaluate the City's progress in reaching its goals. The one-year action plan will be consistent with the minimum requirements outlined in 24 CFR Part 91, 24 CFR Part 570, as well as with other guidance issued by HUD. City representatives will review and provide comments on the draft of the Annual Action Plan, which the consultants will incorporate into the finalized version.



Analysis of Impediments to Fair Housing

Fair housing has long been an important issue in American urban policy – a problem born in discrimination and fueled by growing civil unrest that reached a boiling point in the Civil Rights Movement. The passing of the Fair Housing Act in 1968 was a critical step towards addressing this complex problem – but it was far from a solution. Since the passing of the Act community groups, private business, concerned citizens, and government agencies at all levels have worked earnestly at battling housing discrimination. The Fair Housing Act mandates that the Department of Housing and Urban Development (HUD) ‘affirmatively further fair housing’ through its programs. Towards this end HUD requires funding recipients to undertake fair housing planning (FHP) to proactively take steps that will lead to less discriminatory housing markets and better living conditions for minority groups and vulnerable populations. The Analysis to Impediments to Fair Housing Choice is a critical component of HUD’s fair housing efforts.

Civitas will conduct a comprehensive AI for the City of Jersey City that includes both a qualitative and quantitative analysis. Policy recommendations will be made to address any barriers or impediments found during the analysis. The AI will be conducted in full compliance with all relevant federal, state, and local laws and regulations, including HUD’s *Fair Housing Planning Guide*. Unless otherwise instructed by City staff, the AI will utilize all relevant HUD guidance – including definitions for housing types and income levels- as set forth in CFR’s, handbooks, and notices. The AI will conform to HUD’s suggested format as detailed in the “Fair Housing Planning Guide.” When possible, the Affirmatively Furthering Fair Housing Rule will be incorporated into the AI.

In conducting the AI, Civitas will provide a thorough demographic and economic analysis of the City of Jersey City. Data gathered during the Consolidated Planning process will be consulted for insights and the most current data sources available at the time of writing will be utilized. This includes, but is not limited to, CHAS data, 2000 and 2010 Decennial Census, Home Mortgage Disclosure Act, 2016 American Community Survey data or 2017 American Community Survey data, if available. Data will also be gathered from state and local agencies. In addition to narratives, graphs, and tables, data will be presented geographically by Census Tract using mapping services provided by public and private agencies, as well as custom GIS mapping specifically for the City. A sample of indicators that will be utilized includes population, race and ethnicity, transportation, employment, education, income, the location of racially/ethnically concentrated areas of poverty (R/ECAP), and disproportionate housing needs.

A housing profile will be included to provide a detailed overview of the housing stock within the jurisdiction. This profile will be combined with demographic and jurisdictional background to serve as a foundation for a data-driven review of fair housing. For example, comparing the area median income (AMI) with housing prices will allow an assessment of housing affordability and affordable housing gaps by income. Mapping software and services such as OneCPD, PolicyMap, ArchGIS, Tableau, and the HUD-provided AFFH Mapping Tool will be used to display relationships between any key housing and demographic variables. Some of the data points that will be explored and analyzed include sales figures, construction activity, tenure, condition, vacancy, and age of housing.

The AI for the City of Jersey City will include:

- A comprehensive review of planning, development and housing programs, laws, policies, zoning ordinances and others to assess how they influence the location, availability, and accessibility of housing. This includes an



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evaluation of the City of Jersey City's CDBG, HOME, and other grant programs for proper practices, monitor compliance, and achievement of performance measures. Civitas will conduct interviews and presentations with key stakeholders, government officials, community leaders, and the public.

- State and local laws, zoning regulations and practices, housing programs, and policies will be analyzed against the backdrop of HUD guidelines, as well as national best practices and research.
- A review of the City of Jersey City's fair housing legal status will be reviewed. This includes a review of all fair housing complaints sent to state, federal, and local fair housing entities, as well as any findings of discrimination and suits filed by the Department of Justice or individuals.
- An assessment of public-sector conditions that may influence fair housing choice for protected classes. Examples of such items include tax policies, municipal services, transportation accessibility, building codes, tenant selection policies for public housing, segregation, access to quality education, and displacement of residents due to economic and public housing factors.
- An assessment of private-sector conditions and practices that may influence fair housing choice. The main item of importance here is lending practices and may include "steering" certain demographics into certain neighborhoods based on race, sex, religion, or other protected classes. Discriminatory practices in the rental market by property management and leasing agents are also a concern. Data for private sector practices will be collected from Home Mortgage Disclosure Act reports, local industry associations, fair housing complaints, and any other available sources.
- The extent of fair housing enforcement and compliance, informational programs on fair housing and citizens' rights under the Fair Housing Act and any applicable state or local laws, and accessibility for the disabled are areas that will be reviewed for both public and private sectors.
- Utilization of HUD's Affirmatively Furthering Fair Housing Rule, AI User Interface Tool, and the AFFH Data and Mapping Tool.
- Special focus on Fair Housing Contributing Factors that includes identification and prioritization of factors that affect access to fair housing choice or access to opportunities.
- Goals and priorities that are established to overcome fair housing issues and contributing factors.
- A review of the current AI.
- Support and recommendations for Staff with regards to overall activities, structure, and management of the AI Plan.



Similar Projects

Civitas specializes in HUD Grants and Housing Research Projects. We have assisted numerous jurisdictions with the successful completion and submission of required documents. In all cases, we work with the jurisdiction to determine the needs and available resources in order to operate in the most efficient matter.

Consolidated Plans

Jacksonville, Florida
Charleston, South Carolina
Columbia, South Carolina
Spartanburg, South Carolina
Waccamaw Council of Governments - Georgetown, South Carolina
Lower Savannah Council of Governments- Aiken, South Carolina
County of Lexington, South Carolina
Horry County, South Carolina
Greenville, North Carolina
Bristol Township, Pennsylvania
St. George, Utah
Benton Harbor, Michigan
Spartanburg County, South Carolina
Hialeah, Florida
San Antonio, Texas*
Knox County, Tennessee*
El Monte, California*
Richmond, California*
Lake County, Illinois*
Waukegan, Illinois*
West Palm Beach, Florida*
Miami Gardens, Florida*

Ongoing HUD and IDIS Technical Assistance

Jacksonville, Florida
Bristol Township, Pennsylvania
St. George, Utah
County of Lexington, South Carolina
Horry County, South Carolina
Greenville, North Carolina
Miami Gardens, Florida
Hialeah, Florida
Broward County, Florida
Anderson, South Carolina
Lauderhill, Florida



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Annual Action Plans and CAPERs

Jacksonville, Florida
Miami Gardens, Florida
Lower Savannah Council of Governments - Aiken, South Carolina
Bristol Township, Pennsylvania
St. George, Utah
Colorado Springs, Colorado
Hialeah, Florida
Greenville, North Carolina
Marin County, California
Anderson, South Carolina
El Monte, California*

Assessments of Furthering Fair Housing

Wilmington, North Carolina
Horry HOME Consortium, South Carolina
Statewide AFH for South Carolina*
Clayton County, Georgia*

Analyses of Impediments to Fair Housing Choice

Greenville, North Carolina
Waccamaw Council of Governments - Georgetown, South Carolina
Spartanburg, South Carolina
Lexington County, South Carolina
Columbia, South Carolina
Aiken, South Carolina
Lower Savannah Council of Governments - Aiken, SC
Bristol Township, Pennsylvania
St. George, Utah
Commonwealth of Pennsylvania*
State of Michigan*
Charleston, South Carolina*
Hialeah, Florida
Lubbock, Texas*
San Antonio, Texas*

Housing Market Analysis

Commerce City, Colorado
Adams County, Colorado
Homes of Hope – various communities in South Carolina
Grand Strand Housing and CDC – Myrtle Beach, South Carolina

*Subcontractor



Time Schedule

Project Kick Off Meeting/Conference Call – As soon as possible after project award

Progress Updates – Monthly through project completion

First Draft AI Submitted to City – July 19, 2019

Revisions Received from the City – August 16, 2019

Second Draft AI Submitted to City – September 20, 2019

Final Draft – no later than October 4, 2019

Draft NA & MA Sections of ConPlan Submitted to City – September 2, 2019

Draft SP & AP Sections of ConPlan prepared w/ City assistance – October 18th, 2019

ConPlan Public Comment Draft Prepared for City review – November 8, 2019

Staff Revisions to ConPlan Public Comment Draft received – December 2, 2019

Notice Posted About Public Comment Period & Public Hearing (ConPlan & AI) - December 8, 2019

Public Comment Period Begins (ConPlan & AI) – December 16, 2020

Public Comment Period Ends (ConPlan & AI) – January 15, 2020

City Council Approval to Submit – January 2020*

IDIS Entry of ConPlan Complete – January 25, 2020

Submission to HUD Required – February 16, 2020

Beginning of 2020 Program Year for Jersey City, NJ – April 1, 2020

*City of New Jersey's 2020 City Council Schedule has not been publicly posted.



References

Client: Horry County HOME Consortium, South Carolina
Period of Performance: March 2013-May 2014, June 2017-August 2018
Project(s): 2013-2017 Consolidated Plan; 2014 Analysis of Impediments to Fair Housing Choice; 2017 Assessment of Fair Housing, 2018-2022 Consolidated Plan and 2018 Annual Action Plan, HOME program technical assistance as needed
Project Leads: Erich Chatham & Jimmy Ardis
Point of Contact: Courtney Kaine, Community Development and Block Grants Department Head
KainC@horrycounty.org – (843) 915-7033

Client: Jacksonville, Florida
Period of Performance: September 2017 – Current
Project(s): Neighborhood Strategic Counseling Services, Disaster Relief Program Consulting, HUD-program management
Project Leads: Erich Chatham & Jimmy Ardis
Point of Contact: Stephanie Burch, Director of Neighborhoods Department
stephanieb@coj.net – (901) 255-8902

Client: Lexington County, South Carolina
Period of Performance: July 2015 -Present
Project(s): 2015-2019 Analysis of Impediments to Fair Housing, Environmental Review Program Consulting, CDBG-DR Long-Term Management
Project Leads: Erich Chatham & Jimmy Ardis
Point of Contact: Charles Garren, Community Development Director
cgarren@lex-co.com – (803) 785-8389

Client: Hialeah, Florida
Period of Performance: March 2015 - Current
Project(s): Long-term HUD program management and technical assistance, Annual Action Plans, CAPERs, HUD Environmental Reviews 2015-2019 Consolidated Plan, 2015 Analysis of Impediments to Fair Housing
Project Leads: Erich Chatham & Jimmy Ardis
Point of Contact: Annette Quintana
aquintana@hialeahfl.gov – (305) 883-8040

Client: Columbia, SC
Period of Performance: January 2015 – Current
Project(s): 2015-2019 Consolidated Plan, 2015 Analysis of Impediments, ConPlan Substantial Amendment with CDBG-DR Funding
Project Leads: Erich Chatham & Jimmy Ardis
Point of Contact: Gloria Saeed
gsaeed@columbiasc.net – (803) 545-3766

Additional references available upon request.



Proposed Budget

Civitas proposes to provide all the services detailed in this submitted proposal for the following **lump sum of \$30,910**. The price shall remain valid for 60 days after the opening of proposals. Additionally, our team will work with staff to address any required changes to the Consolidated Plan and Annual Action Plan following the HUD Representative's review. These edits will be made promptly following HUD notification.

Description	Hours	Rate	Total
<u>Complete Consolidated Plan</u>			
On-Site Kick-Off Meeting	16	\$110	\$1,760
Demographic and Housing Data Analysis	40	\$110	\$4,400
Mapping	25	\$110	\$2,750
Consolidated Plan Report Writing	25	\$110	\$2,750
IDIS Entry and HUD Submission	5	\$110	\$550
Annual Action Plan	20	\$110	\$2,200
Sub Total	131	--	\$14,410
<u>Analysis of Impediments to Fair Housing</u>			
Project Management/Administration	10	\$110	\$1,100
Data Collection and Mapping	60	\$110	\$6,600
Housing Conditions Research	40	\$110	\$4,400
AI Report Writing	40	\$110	\$4,400
Sub Total	150	--	\$16,500
Grand Total	281	--	\$30,910



KARL "ERICH" CHATHAM

(843) 573-7825 • ERICH.CHATHAM@CIVITASSC.COM

Erich is the Managing Partner for Civitas LLC's Charleston, South Carolina office. Civitas works with public, nonprofit and private organizations throughout the United States in the areas of community economic development and urban revitalization planning.

WORK EXPERIENCE

May 2008 – Current	Civitas, LLC	Charleston, SC
<i>Managing Partner</i>		
January 2008 – April 2008	Urban Land Institute South Carolina	North Charleston, SC
<i>Graduate Intern</i>		
November 2006 – December 2007	College of Charleston	Charleston, SC
<i>Graduate Assistant</i>		
May 2002 – June 2006	Our Lady of Mercy Catholic High School	Fairburn, GA
<i>Teacher, Department Chair, Head Coach</i>		

EDUCATION

The College of Charleston	Charleston, SC
<i>Masters of Public Administration 2008</i>	
Member of Phi Alpha Alpha Honor Society (3.95 GPA)	
Oglethorpe University	Atlanta, GA
<i>Bachelors of Arts in History 2002</i>	
<i>Georgia Secondary Education Certificate (Social Studies)</i>	
4 Time NCAA Academic All American	
President of Beta Nu Chapter of Kappa Alpha Order	

MEMBERSHIPS & PROFESSIONAL TRAINING

- Board of Directors, South Carolina Coalition for the Homeless
- Board of Directors, Coastal Carolina Community Development Corporation
- Board of Directors, Home Alliance Inc.
- Board of Directors, Myrtle Beach Community Land Trust
- Board of Directors, Grand Strand Housing & CDC
- GIS Technician
- HUD - HOME Program Certified Specialist: Rules & Regulations
- HUD – IDIS, DRGR & eCon Planning Suite Trainer
-

REFERENCES

Available upon request.



JIMMY ARDIS

(213) 361-5658 • JIMMY.ARDIS@CIVITASSC.COM

Jimmy is a Founding Partner of Civitas LLC's Columbia, South Carolina office. As an established researcher and facilitator, he brings a powerful mix of collaborative and analytical skills. Jimmy has a particular interest in sustainable, human-scaled urbanism and brings a passion for creating healthy living environments to all his projects.

WORK EXPERIENCE

May 2008 – Current	Civitas, LLC	Columbia, SC
<i>Managing Partner</i>		
2007 – 2009	Joseph Riley Jr. Center for Livable Communities	Charleston, SC
<i>Research Associate</i>		
2007 – 2008	I'On Group	Mount Pleasant, SC
<i>Urban Planning Intern</i>		
2000 – 2006	United States Air Force	Various Locations
<i>Manager; Aviation Technician</i>		
		<i>Emergency</i>

EDUCATION

The College of Charleston	Charleston, SC
<i>Masters of Public Administration 2008</i>	
Urban and Regional Planning Focus	
University of Maryland University College	Adelphi, MD
<i>Bachelors of Science in Business Administration 2006</i>	
Community College of the Air Force	Maxwell, AL
<i>Associate of Applied Science in Aviation Technology 2002</i>	

MEMBERSHIPS & PROFESSIONAL TRAINING

- GIS Technician
- HUD - HOME Program Certified Specialist: Rules & Regulations
- HUD – IDIS, DRGR & eCon Planning Suite Trainer

REFERENCES

Available upon request.



PETER J. NEIGER

(910) 470-9323 (C) • PETE.NEIGER@CIVITASSC.COM

Peter is the lead researcher for Civitas and operates out of Wilmington, North Carolina. Peter is passionate about finding actionable solutions to housing problems and developing walkable urban environments with affordable housing for all residents.

WORK EXPERIENCE

November 2014 – Current <i>Lead Researcher</i>	Civitas, LLC	Wilmington, NC
August 2012 – November 2013 <i>Security Operations Manager</i>	Thomas Dale and Associates	Los Angeles, CA
May 2010 – May 2012 <i>Internal Operations Manager</i>	Students For Liberty	Washington DC
November 2001 – November 2005 <i>Team Leader (E-5), Infantry Paratrooper, 82nd Airborne Division</i>	United States Army	Various Locations

EDUCATION

The College of Charleston <i>Bachelors of Science in Economics 2009</i> Student Body Vice President (2008-2009), Phi Gamma Delta Founding Father: Lambda Chi (2008)	Charleston, SC
Horry-Georgetown Technical College <i>Associate of Arts 2007</i> Phi Theta Kappa National Honor Society (2007)	Conway, SC

MEMBERSHIPS

- Board of Directors, Cape Fear Community Housing Trust

REFERENCES

Available upon request.



VERN XIONG

(651) 269-3001 (C) • VERN.XIONG@CIVITASSC.COM

Vern is a Research Assistant for Civitas. Civitas works with public, nonprofit and private organizations throughout the United States in the areas of community economic development and urban revitalization planning.

WORK EXPERIENCE

May 2014 – Current	Civitas, LLC	St. Paul, MN
<i>Research Assistant</i>		
April 2002 – December 2012	Lao Family Community of Minnesota	St. Paul, MN
<i>Youth and Family Program Manager</i>		
March 2001 – March 2002	One Source Supply, Inc.	Warrenville, IL
<i>Urban Planning Intern</i>		

EDUCATION

Greenville, College	Greenville, IL
<i>Bachelors of Art 1999</i>	
Fort Hays State University	Online
<i>Certificate in Grant Proposal Writing 2012</i>	

MEMBERSHIPS & PROFESSIONAL TRAINING

- Board of Directors, Overseas Tribal Services Minnesota Chapter
- Board of Directors, Star Lake Wilderness Camp (2001-2005)

REFERENCES

Available upon request.



STEVEN M. FULOP, MAYOR
CITY OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF
HOUSING, ECONOMIC DEVELOPMENT & COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT
30 Montgomery Street, Suite 404, Jersey City, NJ 07302
Phone: (201) 547-6910
Fax: (201) 547-5104

Memorandum

To: Brian Platt, Business Administrator
From: Carmen Gandulla Director, Division of Community Development
Date: February 20, 2019
Re: Award Recommendation Letter with Civitas, LLC for preparation of the City's Five Year Consolidated Plan for 2020-2024 and Analysis of Impediments (AI)

Please find attached a Resolution, Fact Sheet and requisitions recommending a professional services contract award for the above mentioned project to:

Civitas LLC
1150 Wexford Park
Mount Pleasant, SC 29466

Total Contract Amount = \$30,910.00

Should you have any questions or need any additional information regarding this contract award, please feel free to contact my office at x6910.

Enclosures

C: Peter Folgado, Director of Purchasing
John McKinney, City Attorney
Annisia Cialone, Director of Housing Economic Development and Commerce
Priti Vakharia, Esq. Compliance Officer- Division of Community Development

Memorandum

To: Council President Lavarro, Jr. & Members of the Municipal Council
From: Carmen Gandulla, Director — Division of Community Development
Date: February 20, 2019
Subject: Resolution of the Municipal Council of the City of Jersey City Authorizing a Contract with Civitas, LLC for Preparation of the City's Five-Year Consolidated Plan for 2020–2024, Annual Action Plan & Update the City's Analysis of Impediments (AI) to Fair Housing Plan

Synopsis: The City of Jersey City Division of Community Development will contract with Civitas, LLC to develop the City's 2020–2024 Five-Year Consolidated Plan (ConPlan) required by the U.S. Department of Housing and Urban Development (HUD), as well as an updated Analysis of Impediments to Fair Housing Choice (AI). Civitas will complete this project for a total sum of \$30,910.

Background: HUD requires submission of a Consolidated Plan every five years from all municipalities receiving federal formula block grant money from the following programs:

- CDBG: Community Development Block Grant Program
- HOME: HOME Investment Partnerships Program
- ESG: Emergency Solutions Grants Program
- HOPWA: Housing Opportunities for Persons with AIDS Program

The Consolidated Plan describes the municipality's community development priorities and multiyear goals based on an assessment of housing and community development needs, an analysis of housing and economic market conditions and available resources. The Division of Community Development, which receives funds for all four programs, is currently operating under the City's 2015–2019 Consolidated Plan, which expires at the end of the 2019 fiscal year.

Additionally, the Fair Housing Act mandates that HUD "affirmatively further fair housing" through its programs. The Analysis of

Impediments to Fair Housing Choice is a critical component of these fair housing efforts. AIs contain a comprehensive review of all the factors affecting housing in an area and recommendations for addressing housing needs. Jersey City's AI was last updated in 2011, and the City has seen substantial change since then. A new AI will be important in determining the state of housing in Jersey City and developing planning priorities.

Timeline:

Project Kick Off Meeting/Conference Call – As soon as possible after project award

Progress Updates – Monthly through project completion

First Draft AI Submitted to City – July 19, 2019

Revisions Received from the City – August 16, 2019

Second Draft AI Submitted to City – September 20, 2019

Final Draft – no later than October 4, 2019

Draft NA & MA Sections of ConPlan Submitted to City – September 2, 2019

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Public Comment Period Ends (ConPlan & AI) – January 15, 2020

City Council Approval to Submit – January 2020*

IDIS Entry of ConPlan Complete – January 25, 2020

Submission to HUD Required – February 16, 2020

Beginning of 2020 Program Year for Jersey City, NJ – April 1, 2020



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CIVITAS SC LLC

Trade Name:

Address: 1150 WEXFORD PARK
MOUNT PLEASANT, SC 29466

Certificate Number:

Effective Date: February 22, 2019

Date of Issuance: February 22, 2019

For Office Use Only:
20190222105926181



Division of Community Development

AI/Consolidated Plan RFP Proposals

Evaluation Results

		Civitas	M&L	Mosaic	Topology
Qualifications	Best Possible Score				
Cost Proposal	10 Points	9	3	6	6
Respondent Team Qualifications	10 Points	9	8	9	5
Prior Experience and References	10 Points	10	8	9	5
Schedule and Deliverables	10 Points	10	6	7	6
Creativity and Innovative Ideas	5 Points	5	3	4	3
Commitment to Diversity	5 Points	4	4	4	3
Totals		46	31	38	27
Averages		7.67	5.08	6.33	4.50



Division of Community Development

AI/Consolidated Plan RFP

Weighting:

0	No requirements met
1	Some or Most requirements met
2	All requirements met or exceeded

Evaluation Results: Civitas

Proposed Cost: \$ 40,425.00

Qualifications	Best Possible Score	Evaluator 1			Evaluator 2			Evaluator 3			Evaluator 4			Average
		Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	
Cost Proposal	10 Points	8	2	16	10	2	20	8	1	8	8	2	16	12
Respondent Team Qualifications	10 Points	10	2	20	10	2	20	8	1	8	9	2	18	13
Prior Experience and References	10 Points	10	2	20	10	2	20	10	2	20	10	2	20	16
Schedule and Deliverables	10 Points	10	2	20	10	2	20	8	1	8	10	2	20	14
Creativity and Innovative Ideas	5 Points	4	2	8	5	2	10	4	1	4	5	2	10	8
Commitment to Diversity	5 Points	2	1	2	5	2	10	5	1	5	5	2	10	5
Totals		86			100			53			94			67



Division of Community Development

AI/Consolidated Plan RFP

Weighting:

0	No requirements met
1	Some or Most requirements met
2	All requirements met or exceeded

Evaluation Results: Mullen & Loneragan (M&L)

Proposed Cost: \$ 58,495.00

Qualifications	Best Possible Score	Evaluator 1			Evaluator 2			Evaluator 3			Evaluator 4			Average
		Rodney			Bill			Kiyada			Jose			
		Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	
Cost Proposal	10 Points	3	1	3	2	1	2	3	1	3	4	1	4	4
Respondent Team Qualifications	10 Points	8	2	16	8	2	16	8	1	8	6	2	12	10
Prior Experience and References	10 Points	10	1	10	5	1	5	9	1	9	8	1	8	6
Schedule and Deliverables	10 Points	5	1	5	5	1	5	8	1	8	4	1	4	4
Creativity and Innovative Ideas	5 Points	3	1	3	2	1	2	4	1	4	3	1	3	2
Commitment to Diversity	5 Points	2	1	2	5	1	5	4	1	4	3	1	3	3
Totals		39			35			36			34			31



Division of Community Development

AI/Consolidated Plan RFP

Weighting:

0	No requirements met
1	Some or Most requirements met
2	All requirements met or exceeded

Evaluation Results: Mosaic

Proposed Cost: \$38,460.00

Qualifications	Best Possible Score	Evaluator 1			Evaluator 2			Evaluator 3			Evaluator 4			Average
		Rodney			Bill			Kiyada			Jose			
		Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	
Cost Proposal	10 Points	5	1	5	5	1	5	9	2	18	6	1	6	7
Respondent Team Qualifications	10 Points	7	2	14	10	2	20	8	1	8	9	2	0	5
Prior Experience and References	10 Points	7	2	14	10	2	20	10	2	20	9	2	18	14
Schedule and Deliverables	10 Points	5	1	5	5	1	5	8	1	8	8	1	0	4
Creativity and Innovative Ideas	5 Points	3	1	3	5	1	5	3	1	3	4	1	4	3
Commitment to Diversity	5 Points	2	1	2	5	1	5	5	2	10	4	1	0	3
Totals		43			60			67			28			40



Division of Community Development

AI/Consolidated Plan RFP

Weighting:

0	No requirements met
1	Some or Most requirements met
2	All requirements met or exceeded

Evaluation Results: Topology

Proposed Cost: \$38,000.00

Qualifications	Best Possible Score	Evaluator 1			Evaluator 2			Evaluator 3			Evaluator 4			Average
		Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	Score	Weight	Total Score	
Cost Proposal	10 Points	10	1	10	5	1	5	5	1	5	3	1	0	4
Respondent Team Qualifications	10 Points	5	1	5	5	1	5	4	1	4	5	1	0	3
Prior Experience and References	10 Points	6	1	6	5	1	5	4	0	0	4	1	0	2
Schedule and Deliverables	10 Points	7	1	7	5	1	5	6	1	6	6	1	0	4
Creativity and Innovative Ideas	5 Points	4	1	4	3	1	3	2	1	2	2	1	2	2
Commitment to Diversity	5 Points	2	1	2	5	1	5	2	1	2	2	1	0	2
Totals		34			28			19			2			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)

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): Karl Erich Chatham

Representative's Signature: [Signature]

Name of Company: Civitas LLC

Tel. No.: (943) 573-7825

Date: 2/7/19

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input 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 7
4. COMPANY NAME Civitas LLC		
5. STREET 1150 Wexford Park	CITY Mount Pleasant	COUNTY Charleston
	STATE SC	ZIP CODE 29466
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) N/A		
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 <input type="text" value="0"/>		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT ID. PUBLIC AGENCY AWARDED CONTRACT <input type="text" value="0"/>		
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	2	2						2						
Professionals														
Technicians	6	3	2				1	2						2
Sales Workers														
Office & Clerical														
Craftworkers (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL	7	5	2				1	4						2
Total employment from previous Report (if any)	-	-	-											
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: Jan 2019 To: Feb 2019		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Karl Erich Chatham	SIGNATURE 	TITLE Owner/Managing Partner	DATE MO DAY YEAR 02 11 2019
17. ADDRESS NO. & STREET 1150 Wexford Park	CITY Mount Pleasant	COUNTY Charleston	STATE SC
	ZIP CODE 29466	PHONE (AREA CODE, NO., EXTENSION) 843 - 573 - 7825	

**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 : Civitus LLC

Address : 1150 Wexford Park Mount Pleasant, SC 29466

Telephone No. : (843) 573-7825

Contact Name : Karl "Erich" Chatham

Please check applicable category :

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input checked="" type="checkbox"/> Neither |

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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: Civitas LLC
Address: 1150 Wexford Park Mount Pleasant, SC 29466
Telephone No.: (843) 573-7825
Contact Name: Karl "Erich" Chotkowski

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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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 Civitas 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 Civitas 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: Civitas LLC

Signed: [Signature] Title: owner/managing partner

Print Name: Karl Erich Chatham Date: 12/7/19

Subscribed and sworn before me
this 7 day of Feb, 2019.
My Commission expires:

[Signature]
(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	Mira Prinz-Arcy for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Karl Erich Chatham	1150 Westford Park Mount Pleasant, SC 29466
Jimmy Ardis	744 Mansell Circle Chpton, SC 29036

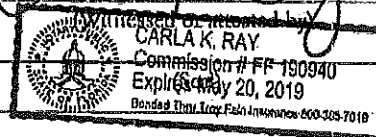
Part 3 - Signature and Attestation:

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: Civitas LLC
 Signature of Affiant: [Handwritten Signature] Title: owner/managing partner
 Printed Name of Affiant: Karl Erich Chatham Date: 2/2/2019

Subscribed and sworn before me this 2 day of February, 2019.

My Commission expires:



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

City Clerk File No. Res. 19-177
 Agenda No. 10.Z.19
 Approved: FEB 27 2019
 TITLE:



RESOLUTION HONORING JEAN E. WILLIAMS ON THE OCCASION OF HER RETIREMENT

WHEREAS, the City of Jersey City is proud to recognize Jean E. Williams on the occasion of her retirement; and

WHEREAS, **Jean E. Williams** was born on March 5, 1954 in Kingston, Jamaica, W.I. She is the fourth child born to the late John and Mavis Williams. John was a Constable and Mavis was a seamstress. She is the proud mother of a son, Julian Duncan, a graduate of Marist High School, Bayonne. She has five sisters, Blossom, Rose, Patricia, Pauline, Janetta, and three brothers Lenworth, who works with the Township of Teaneck, and the late Aubrey ("Teddy") and Keith Williams; and

WHEREAS, **Jean E. Williams** migrated to Jersey City, N.J. in April 1983 with her son, Julian. They joined her mother, Mavis and other family members who lived on Stegman Parkway in Jersey City, the home of one of her siblings; and

WHEREAS, one of **Jean E. Williams**' greatest desire when she migrated here was to go back to school; with the encouragement of family, she began taking classes at Hudson County Community College in 2004. In May 2011, she was inducted into the National Society of Leadership and Success, Sigma Alpha Pi and eventually graduated with a Bachelor of Science Degree in Management from New Jersey City University; and

WHEREAS, **Jean E. Williams** became a member of Bethany Lutheran Church, Jersey City in the mid-1980s, where she worships most Sundays and participates in community activities; and

WHEREAS, **Jean E. Williams** began her career for the City of Jersey City in September 1983 as a Legal Stenographer in the Law Department. **Jean E. Williams** outstanding dedication and work ethics were admired and respected; in 1988, she was pursued to work with the Assistant Business Administrator in the Business Administrator's Office; in 2005, with the City's Equal Employment Opportunity and Affirmative Action Officer in the Division/Offices of Equal Opportunity and Affirmative Action; in 2012, she was promoted to Chief Clerk and in 2014, assigned in the Personnel Division, which is now the Human Resource Department; and

WHEREAS, **Jean E. Williams** has announced her intention to retire on January 25, 2019 after over 35 years of excellent and dedicated service with the City of Jersey City. She looks forward to pursuing her hobbies: cooking, gardening, traveling and the outdoors and most especially, spending time with her grandchildren, her son Julian and his beautiful bride, Kimely Cameel;

NOW, THEREFORE BE IT RESOLVED that the Municipal Council of the City of Jersey City is proud to honor **Jean E. Williams** for her many years of excellent public service and wishes her continued health and happiness in her retirement.

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 (Signature) (Signature)
 Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando F. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk