

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

City Clerk File No. Res. 15.184

Agenda No. 10.A

Approved: MAR 25 2015

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 2015 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 2015 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 2015 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$277,860,387.**


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;

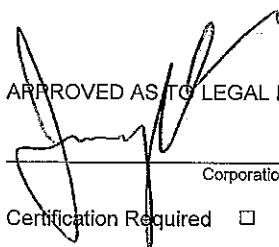
1. An emergency temporary appropriation is hereby created for:

DIVISION	FROM	TO
20-165 Eng. Arch & Trans SW	\$283,500	\$883,500.00
25-271 Communications & Tech SW	\$75,000	\$1,650,000.00
Tony Hawk Foundation(Berry Lane Skate Park)	\$0	\$25,000

**TOTAL INCREASE: \$2,200,000.**

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2015 Municipal Budget.

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

APPROVED AS TO LEGAL FORM   
 Corporation Counsel  
 Certification Required   
 Not Required

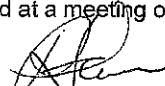
APPROVED 9-0

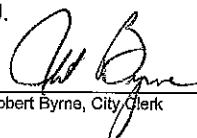
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

**Initiator**

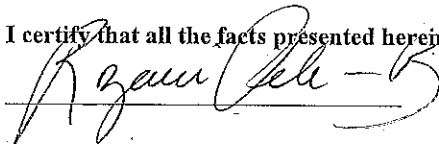
Department/Division	ADMINISTRATION	BUDGET
Name/Title	ROZANI PELC	PRINCIPAL ACCOUNT CLERK
Phone/email	201-547-4964	PELCR@JCNJ.ORG

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

**Resolution Purpose**

To increase Engineering Architecture & Transportation SW and Communications & Tech. SW plus include grants that were awarded to the City.

I certify that all the facts presented herein are accurate.



March 16, 2015

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

City Clerk File No. Res. 15.185

Agenda No. 10.B

Approved: MAR 25 2015

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 314A ARLINGTON AVENUE, A/K/A BLOCK 19701, LOT 2, F/K/A BLOCK 1953, LOT 15.B**

**COUNCIL**  
**of the following resolution:**

**offered and moved adoption**

**WHEREAS**, on November 8, 2002, Doris Smith (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$8,000.00 made under the under the HORP Program; and

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

**WHEREAS**, the mortgage affects property known as 314A Arlington Avenue, Jersey City, also known as Block 19701, Lot 2, f/k/a Block 1953, Lot 15B; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$8,000.00 affecting 314A Arlington Avenue, Jersey City, also known as Block 19701, Lot 1, f/k/a Block 1953, Lot 15B.

JF  
03/11/15

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3 25 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 314 A. Arlington Ave. BLOCK- 19701 LOT- 2**

**Initiator**

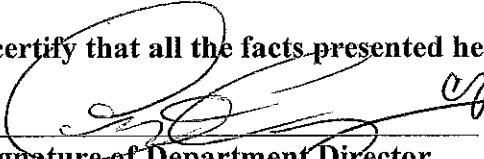
Department/Division	HEDC	Comimunity Development
Name/Title	Carmen Gandulla ,	Director DCD (HORP)
Phone/email	201-547-5304	cgandulla@jcnj.org

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

**Resolution Purpose**

Grant: Homeowners Rehab Program (HORP) Discharge of a City Mortgage affecting 314.A Arlington Ave Jersey City, NJ

I certify that all the facts presented herein are accurate.

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

3/10/15  
\_\_\_\_\_  
Date



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

City Clerk File No. Res. 15.186

Agenda No. 10.C

Approved: MAR 25 2015

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 15 CRESCENT AVENUE, A/K/A BLOCK 18603, LOT 29, F/K/A BLOCK 1953, LOT 26**

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

**WHEREAS**, on September 24, 2009, Alice Davis (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$19,000.00 made under the under the HORM Program; and

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

**WHEREAS**, the mortgage affects property known as 15 Crescent Avenue, Jersey City, also known as Block 18603, Lot 29, f/k/a Block 1939, Lot 26; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$19,000.00 affecting 15 Crescent Avenue, Jersey City, also known as Block 18603, Lot 29, f/k/a Block 1939, Lot 26.

JF  
03/11/15

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-25-15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 15 CRESCENT AVE 07304 BLOCK- 1939 LOT 26**

**Initiator**

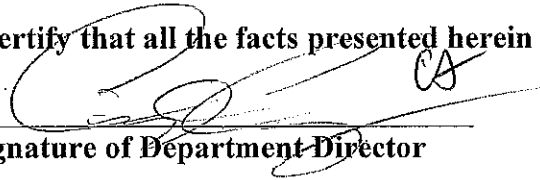
Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director DCD (HORP)
Phone/email	201-547-5304	cgandulla@jcnj.org

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

**Resolution Purpose**

Grant: Homeowners Rehab Program (HORP) Discharge of a City Mortgage affecting 15 Crescent Ave. Jersey City, NJ 07304

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. 15.187  
 Agenda No. 10.D  
 Approved: MAR 25 2015



TITLE:

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 326 EGE AVENUE, A/K/A BLOCK 01765, LOT 42**

**COUNCIL**  
 of the following resolution:

offered and moved adoption

**WHEREAS**, on October 19, 2000, An Sean Fields (Borrower) executed a Second Repayment Mortgage in favor of the City of Jersey City (City) to secure the City's loan in the amount of \$15,000.00 made under the under the HOME First Time Homebuyer Program; and

**WHEREAS**, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 326 Ege Avenue, Jersey City, also known as Block 01765, Lot 42; and

**WHEREAS**, ten (10) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$15,000.00 affecting 326 Ege Avenue, Jersey City, also known as Block 01765, Lot42.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3 25 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage affecting 326 Ege Avenue, A.K.A. Block 20801, Lot 80 and F.K.A. Block 1765, Lot 00042.

**Initiator**

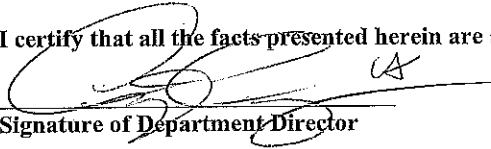
Department/Division	HEDC	Community Development
Name/Title	Carman Gandulla	Director
Phone/email	201-547-5304	Cgandulla@jcnj.org

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

**Resolution Purpose**

Discharge of City's mortgage because affordability controls have expired.

I certify that all the facts presented herein are accurate.

 CA  
\_\_\_\_\_  
Signature of Department Director                      Date

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

City Clerk File No. Res. 15.188  
 Agenda No. 10.E  
 Approved: MAR 25 2015



TITLE:

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 87 WOODLAWN AVENUE, A/K/A BLOCK 25802, LOT 11, F/K/A BLOCK 1341, LOT 14**

**COUNCIL**  
**of the following resolution:**

**offered and moved adoption**

**WHEREAS**, on February 27, 2004, Mary Ruth Jones (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$2,385.50 made under the under the HORP Program; and

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

**WHEREAS**, the mortgage affects property known as 87 Woodlawn Avenue, Jersey City, also known as Block 25802, Lot 11, f/k/a Block 1341, Lot 14; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$2,385.50 affecting 86 Woodlawn Avenue, Jersey City, also known as Block 25802, Lot 11, f/k/a Block 1341, Lot 14.

JF  
 03/11/15

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3 25 15							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 87 Woodlawn Ave BLOCK-1341 LOT-14**

**Initiator**

Department/Division	HEDC	Community Development
Name/Title	Carman Gandulla	Director, Division of Community Director
Phone/email	201-547-5304	cgandulla@Jcnj.org

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

**Resolution Purpose**

Grant: HORP Homeowners Rehab Program Discharge of a City Mortgage affecting 87 Woodlawn Ave. Jersey City, NJ 07305

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/10/15  
Date

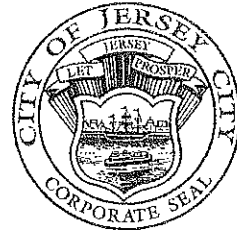
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.189

Agenda No. 10.F

Approved: MAR 25 2015

TITLE:



## RESOLUTION REMOVING A RESTRICTIVE COVENANT THAT AFFECTS THE TITLE OF LOT 3 IN BLOCK 12309 (FORMERLY LOT 27 IN BLOCK 1884.5) A/K/A 147 ACADEMY STREET

### COUNCIL

Offered and moved adoption of the following resolution:

**WHEREAS**, LAXMI MA ACADEMY URE, LLC is the fee owner or contract purchaser of Block 12309, Lot 3 on the Tax Map for the City of Jersey City (the "Property"), more commonly known as 147 Academy Street, Jersey City, New Jersey; and

**WHEREAS**, the Property was previously part of a larger parcel that was conveyed by the City of Jersey City to Block Drug Company, Inc. by way of deed dated December 26, 1967 and recorded in Hudson County on January 3, 1968 in Book 3029 at page 263; and

**WHEREAS**, the deed to Block Drug included a restriction against development or use of the property as a horizontal condominium (the "Restriction"); and

**WHEREAS**, the Property falls within Zone 4, Neighborhood Mixed Use, under the Journal Square 2060 Redevelopment Plan (the "Zoning"); and

**WHEREAS**, by way of correspondence dated September 24, 2014, Robert Cotter, PP, FAICP, Director of the Division of City Planning, confirmed that development of the Property as a condominium is consistent with the Zoning; and

**WHEREAS**, it is in the best interests of the City to release the Property from the Restriction so that the Property may be developed in accordance with the Zoning Ordinance; and

**WHEREAS**, Laxmi Ma Academy URE, LLC, has agreed to pay the City the sum of \$3,000.00 in exchange for the City releasing the property from the restrictive covenant that encumbers the Property, 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 of the City of Jersey City that:

1. The City finds and declares that in exchange for the payment of \$3,000.00 to the City by Laxmi Ma Academy URE, LLC, it is in the best interests of the City to remove from the public record a restrictive covenant that affects 147 Academy Street, a/k/a Lot 3 in Block 12309 (formerly Lot 27 in Block 1884.5) as provided herein;
2. Block 12309, Lot 3 is hereby released from the Restriction as contained in a Deed from the City dated December 26, 1967 and recorded in the Hudson County Register's Office on January 3, 1968 in Deed Book 3029 at page 263; and

City Clerk File No. Res. 15.189

Agenda No. 10.F **MAR 25 2015**

TITLE: **RESOLUTION REMOVING A RESTRICTIVE COVENANT THAT AFFECTS THE TITLE OF LOT 3 IN BLOCK 12309 (FORMERLY LOT 27 IN BLOCK 1884.5) A/K/A 147 ACADEMY STREET**

3. The Mayor is hereby authorized to execute this Resolution and a notary notarize the acknowledgement contained herein in accordance with the law so that same may be recorded in the Hudson County Register's Office.

**IN WITNESS WHEREOF**, the party of the first part has caused these presents to be signed by its property corporate officers and caused its property corporate seal to be hereto affixed that day and year first above written.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

STATE OF NEW JERSEY:  
:  
COUNTY OF HUDSON :

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me the subscriber, a Notary Public of the State of New Jersey personally appeared \_\_\_\_\_ 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 that corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that the seal was so affixed that the said instrument signed and delivered by \_\_\_\_\_ who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his 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 \_\_\_\_\_, 2015

\_\_\_\_\_  
City Clerk

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



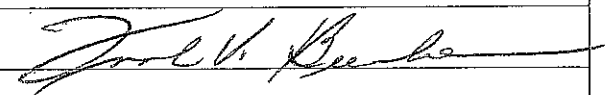
**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION REMOVING A RESTRICTIVE COVENANT THAT AFFECTS THE TITLE OF LOT 3 IN BLOCK 12309 (FORMERLY LOT 27 IN BLOCK 1884.5) A/K/A 147 ACADEMY STREET**

**Initiator**

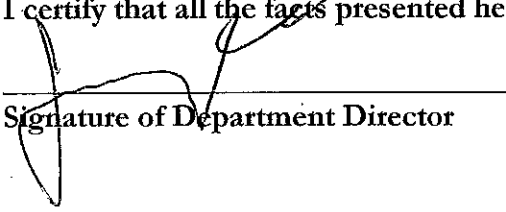
Department/Division	LAW/LAW	
Name/Title	FRANK V. BURKE ASSISTANT CORPORATION COUNSEL	
Phone/email	201-547-4355/Bfrank@jcnj.org	

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

**Resolution Purpose**

Remove the restrictive consent (which restricted developed or use of the property as a horizontal condominium.) in the Deed for the property 147 Academy Street, AKA Lot 3, Block 12309, dated December 26, 1967, to allow the development as a condominium, which development is consisted with the Zoning Ordinance, as confirmed by Robert Cotter, PP, FAICP, Director of the Division of City Planning. The developer, Laxmi Ma Academy URE, LLC, has agreed to pay the City the sum of \$3,000.00 in exchange for removing the restrictive consent.

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. 15.190

Agenda No. 10.G

Approved: MAR 25 2015

TITLE:



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

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

**WHEREAS**, on February 18, 2015 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Jackson Hill Main Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

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

**WHEREAS**, on March 25, 2015, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

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

**WHEREAS**, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Jackson Hill Main Special Improvement District for the budget year January 1, 2015 through December 31, 2015; and

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

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

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

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

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

PUBLIC NOTICE  
City of Jersey City

**JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT 2015**

Block	Lot	Owner	Property Location	Bill Amt
26405	3	117-121 WADE ST.LLC%WATERFORD MNGMT	117 WADE ST.	\$1,915.00
17907	31.01	119-121 MONTICELLO AVENUE % EDWARD	119-121 MONTICELLO AVE	\$476.42
17907	31.01	119-121 MONTICELLO AVENUE % EDWARD	119-121 MONTICELLO AVE	\$639.92
17907	30	123 MONTICELLO AVE., L.L.C.	123 MONTICELLO AVE	\$457.17
16701	30	133 MONTICELLO AVENUE, LLC	133 MONTICELLO AVE	\$381.13
16701	29	135 MONTICELLO AVENUE,LLC	135 MONTICELLO AVE	\$385.32
16701	21	149-151 MONTICELLO AVENUE ASSOC.	151 MONTICELLO AVE	\$476.42
16701	22	149-151 MONTICELLO AVENUE ASSOC.	149 MONTICELLO AVE	\$476.42
16903	2	150 MONTICELLO ASSOCIATES, L.L.C.	150 MONTICELLO AVE	\$498.52
24905	22	159 MLK LLC	159 M.L. KING DRIVE	\$381.70
25101	55	160 MLK, LLC.	160 M.L. KING DRIVE	\$381.13
16702	22	183 MONTICELLO, L.L.C.	183 MONTICELLO AVE	\$476.42
23401	22	185 MARTIN LUTHER KING DRIVE, LLC	185 M.L. KING DRIVE	\$514.53
16702	19	191 MONTICELLO AVENUE, LLC	191 MONTICELLO AVE	\$762.26
24002	1	196 COMMERCIAL PROPERTY, LLC	196 M.L. KING DRIVE	\$2,191.51
24002	1	196 COMMERCIAL PROPERTY, LLC	196 M.L. KING DRIVE	\$1,943.77
16703	14	205 MONTICELLO AVE JC, LLC	205 MONTICELLO AVE	\$0.00
23404	35	233 JACKSON REALTY CORP.	233 M.L. KING DRIVE	\$395.04
23501	1	266 MLK, L.L.C.	266 M.L. KING DRIVE	\$476.99
23501	1	266 MLK, L.L.C.	266 M.L. KING DRIVE	\$633.06
23102	27	289 M L KING TRUST	289 M.L. KING DRIVE	\$422.48
23102	25	293 MLK ASSOCIATES,LLC %ABE RAPPARO	293 M.L. KING DRIVE	\$452.21
23102	24	295 RAYAAN LLC	295 M.L. KING DRIVE	\$452.02
23101	39	301 MLK, L.L.C.	301 M.L. KING DRIVE	\$445.92
23101	37	305 MLK, LLC	305 M.L. KING DRIVE	\$446.12
22604	21	308 MARTIN LUTHER KING DRIVE, LLC	308 M.L. KING DRIVE	\$439.06
23101	32.01	311-315 M.L.K., LLC	315 M.L. KING DRIVE	\$1,782.74
22605	33	332 MLK, LLC	332 M.L. KING DRIVE	\$0.00
16702	18	350 RANDOLPH, L.L.C.	193-195 MONTICELLO AVE	\$770.65
26406	17	45-51 MLK URBAN RENEWAL CO., INC.	51 M.L. KING DRIVE	\$0.00
26406	18	45-51 MLK URBAN RENEWAL CO., INC.	49 M.L. KING DRIVE	\$0.00
26406	19	45-51 MLK URBAN RENEWAL CO., INC.	47 M.L. KING DRIVE	\$0.00
26406	18	45-51 MLK URBAN RENEWAL COMPANY LLC	49 M.L. KING DRIVE	\$0.00
26406	19	45-51 MLK URBAN RENEWAL COMPANY LLC	47 M.L. KING DRIVE	\$0.00
26406	20	45-51 MLK URBAN RENEWAL COMPANY LLC	45 M.L. KING DRIVE	\$0.00
26406	17	45-51 MLK URBAN RENEWAL CORP	51 M.L. KING DRIVE	\$0.00
26406	20	45-51 MLK URBNA RENEWAL CO., INC.	45 M.L. KING DRIVE	\$0.00
19501	25	485 MLK DRIVE, L.L.C.	485-487 M.L. KING DRIVE	\$520.25
19501	26	485-487 M.L. KING, LLC	483 M.L. KING DRIVE	\$285.85
18504	22	505 KING LLC % JOSEPH AHARON	505 M.L. KING DRIVE	\$356.36
17905	23	610 COMMUNIPAW AVENUE INC.	610 COMMUNIPAW AVE	\$457.36
26401	20	66 SOUTH PARK, LLC	63 M.L. KING DRIVE	\$476.42
26401	18	67 MLK, LLC	67 M.L. KING DRIVE	\$0.00
23202	1	678 INVESTMENT PROPERTIES, INC.	298 M.L. KING DRIVE	\$447.83
24902	18	93 MLK L.L.C.	93 M.L. KING DRIVE	\$630.77

25602	4	98 M.L.K. DRIVE, LLC	98 M.L. KING DRIVE	\$0.00
21101	38	A AND S RE CAPITAL	411-413 M.L. KING DRIVE	\$476.42
23501	94	ABBAS, ABEAR & SHABAN, MEGAHE D.	260 M.L. KING DRIVE	\$621.82
16902	16	ABBAS, ABER H.	142 MONTICELLO AVE	\$547.50
17906	34	ABSALOM OF DAVID,36,INTL.F.A.M.INC.	89 MONTICELLO AVE.	\$0.00
17907	33	ABU-AZIZ, AHAMD	117 MONTICELLO AVE	\$419.25
16903	4	ADAMS, EMMA	77 BELMONT AVE	\$0.00
24901	17	AGARD INVESTMENTS, INC.	83 M.L. KING DRIVE	\$0.00
24901	17	AGARD INVESTMENTS, LLC	83 M.L. KING DRIVE	\$0.00
24901	17	AGARD INVESTMENTS, LLC	83 M.L. KING DRIVE	\$0.00
24901	17	AGARD INVESTMENTS, LLC	83 M.L. KING DRIVE	\$0.00
16702	28	AGUIAR, CARLOS & MARIA DOLORES	167 MONTICELLO AVE	\$0.00
23404	30	AKRAM, QAISER	241 M.L. KING DRIVE	\$877.18
21101	33	ALADDIN HOLDINGS, INC.	425 M.L. KING DRIVE	\$476.42
23403	33	ALLEGHENY EAST CONFERENCE ASSOC.,	215 M.L. KING DRIVE	\$0.00
16702	28	ALVAREZ, MARIA MARLEN	167 MONTICELLO AVE	\$0.00
26402	1	AMCM, LLC	76 M.L. KING DRIVE	\$381.13
19502	2	AMIN, KAMAL	471 M.L. KING DRIVE	\$457.36
23501	96	ANDREWS, GOLDIE & STEVEN	264 M.L. KING DRIVE	\$478.51
23101	38	ANTONIN, SERGE & FRANCES	303 M.L. KING DRIVE	\$443.26
25101	56	APOSTOLIC CHURCH OF CHRIST INC.	160.5 M.L. KING DRIVE	\$0.00
25101	57	APOSTOLIC CHURCH OF CHRIST INC.	162 M.L. KING DRIVE	\$0.00
26404	1	ARAFI PROPERTIES, LLC	42-44 M.L. KING DRIVE	\$765.88
19601	8	ARCHER, ALLAN IV.,	547 BRAMHALL AVE	\$0.00
22605	33	ASHARAMJI KRUPA LLC	332 M.L. KING DRIVE	\$285.85
16702	28	ASSOUAB,LAHCEN & OUTANAGHRIT,MALIKA	167 MONTICELLO AVE	\$0.00
21305	38	AUBURN CONDO ASSOC. %NORMAN OSTROW	418 M.L. KING DRIVE	\$0.00
21305	38	AUBURN CONDO ASSOC. %NORMAN OSTROW	418 M.L. KING DRIVE	\$1,429.25
16901	1	AZIMI, MEHDI	90 MONTICELLO AVE	\$476.42
17905	29	B. SYLVESTER LLC %ALI BLAKE JR.	79 MONTICELLO AVE	\$1,772.26
19601	10	BALLIET, BARBARA & CLARKE, CHERYL	543 BRAMHALL AVE	\$0.00
21305	38	BALLON, SAUNDRA	418 M.L. KING DRIVE	\$0.00
21305	38	BALLON, SAUNDRA	418 M.L. KING DRIVE	\$0.00
19501	30	BALTIMORE, BLONDELL H. & SAMUEL	475 M.L. KING DRIVE	\$381.13
25603	5	BANKERS TRUST OF CALIFORNIA	189 FULTON AVE	\$0.00
17905	17	BASIC BUILDERS, INC. % E.& P.WELLES	620 COMMUNIPAW AVE	\$457.36
19503	42	BAYVIEW LOAN SERVICING, LLC, A DELA	431-433 M.L. KING DRIVE	\$952.83
25601	4	BEAUSIL, ESTAFIL	88 M.L. KING DRIVE	\$955.31
25602	7	BEAUSIL, ESTOFIL	104 M.L. KING DRIVE	\$475.65
18504	21	BELLAMY, MILDRED M.	507 M.L. KING DRIVE	\$357.31
16902	11	BERLAS, JUNAID	132 MONTICELLO AVE	\$384.75
15002	21	BIDWELL, PARTNERS LLC.,	237 MONTICELLO AVE	\$0.00
21101	36	BLACK, V.	417-419 M.L. KING DRIVE	\$635.35
21305	38	BLACKWELL, RONNIE	418 M.L. KING DRIVE	\$0.00
21305	38	BLACKWELL, RONNIE	418 M.L. KING DRIVE	\$0.00
21101	37	BLOUNT, ROBERT & TAMMY	415 M.L. KING DRIVE	\$503.48
21305	38	BLUE, CHARLES&EVNAGELINE KEYS-BLUE	418 M.L. KING DRIVE	\$0.00
21305	38	BLUE, CHARLES&EVNAGELINE KEYS-BLUE	418 M.L. KING DRIVE	\$0.00
16702	30	BMF REALTY, INC.	165 MONTICELLO AVE	\$362.08
22604	1	BOCCIA, JOSEPH	318 M.L. KING DRIVE	\$476.42

18601	5	BON HOMME, DIEUSEUL & MARIE G.	520 M.L. KING DRIVE	\$0.00
22601	36	BRANDYWINE JERSEY CITY, LLC	342 M.L. KING DRIVE	\$1,505.47
18601	16	BROTHERS FROM ANOTHER MOTHER, LLC	542 M.L. KING DRIVE	\$0.00
26405	4	BROWN PROPERTIES, LLC % A. BROWN	31-A M.L. KING DRIVE	\$387.80
25602	9	BROWN PROPERTIES, LLC% ALLINE BROWN	108 M.L. KING DRIVE	\$476.42
25602	10	BROWN PROPERTIES, LLC% ALLINE BROWN	110 M.L. KING DRIVE	\$476.42
26405	6	BROWN, BRIAN & BROWN, LAUREN	29 M.L. KING DRIVE	\$379.80
18601	15	BROWN, CHRISTOPHER A.	540 M.L. KING DRIVE	\$0.00
16702	21	BRU, ORLANDO & ALEXANDRIA	185-187A MONTICELLO	\$1,238.68
23501	95	BUILD FOR B, LLC	262 M.L. KING DRIVE	\$571.70
26406	15	BUILD FOR B, LLC	55 M.L. KING DRIVE	\$1,255.83
16701	20	BURTON, DARREN	153 MONTICELLO AVE	\$476.42
16902	4	BY BARAK, LLC	116 MONTICELLO AVE	\$419.25
16703	15	C.YEE TRUST FBO % MEI-TAI YEE	201-203 MONTICELLO AVE	\$681.27
25602	8	CALDERON, CARLOS	106 M.L. KING DRIVE	\$476.42
21305	31	CANSLER, GREGORY & LULA	20 VIRGINIA AVE	\$0.00
18503	12	CARLIER, JOSEPHINA	531 M.L. KING DRIVE	\$0.00
18503	14	CARLIER, JOSEPHINA	527 M.L. KING DRIVE	\$0.00
18503	15	CARLIER, JOSEPHINA	525 M.L. KING DRIVE	\$0.00
18503	16	CARLIER, JOSEPHINA	523 M.L. KING DRIVE	\$0.00
19502	7	CARRINGTON, PHILIP & PATRICIA	459-463 M.L. KING DRIVE	\$762.26
19502	10	CARRINGTON, PHILIP & PATRICIA	453 M.L. KING DRIVE	\$376.56
18601	8	CARTER, CARL & DEVAUGHN BROWN	526 M.L. KING DRIVE	\$0.00
22601	16.10	CARTER, LATOYIA	437 ROSE AVE	\$0.00
26404	42	CASTILL SR., ROBERT & R. JR, MARIA	40 M.L. KING DRIVE	\$383.04
22605	33	CEPEDA, MIGUEL	332 M.L. KING DRIVE	\$0.00
22502	39	CHAINANI, DEEPAK	74 ORIENT AVE	\$384.94
22502	40	CHAINANI, DEEPAK	76 ORIENT AVE	\$362.08
22502	41	CHAINANI, DEEPAK	78 ORIENT AVE	\$381.13
19601	9	CHARLES T EPPS, JR	545 BRAMHALL AVE	\$0.00
23404	34	CHARLISA WORLD LLC	235 M.L. KING DRIVE	\$381.32
23403	26	CHARLISA'S WORLD, LLC	231 M.L. KING DRIVE	\$381.32
23203	66	CHAVEZ, VICTOR R.	270 M.L. KING DRIVE	\$0.00
23403	30	CHICONELLI, ALLEN L.	223 M.L. KING DRIVE	\$381.32
23101	36	CHO, YONG NAE & MIN SUK	307 M.L. KING DRIVE	\$446.50
27002	1	CHRISTIAN RATIONALISM REDEEMER CNT	24 M.L. KING DRIVE	\$609.81
18601	1	CITY OF JERSEY CITY	512 M.L. KING DRIVE	\$0.00
24903	16	CITY OF JERSEY CITY	125 M.L. KING DRIVE	\$0.00
25001	70	CITY OF JERSEY CITY	178 M.L. KING DRIVE	\$0.00
26402	34	CITY OF JERSEY CITY	62 M.L. KING DRIVE	\$0.00
26402	36	CITY OF JERSEY CITY	66 M.L. KING DRIVE	\$0.00
17905	18	CITY OF JERSEY CITY	616 COMMUNIPAW AVE	\$0.00
17905	19	CITY OF JERSEY CITY	93 HARRISON AVE	\$0.00
17905	22	CITY OF JERSEY CITY	91 HARRISON AVE	\$0.00
17907	29	CITY OF JERSEY CITY	125 MONTICELLO AVE	\$0.00
21101	48	CITY OF JERSEY CITY	76 VIRGINIA AVE	\$0.00
23103	23	CITY OF JERSEY CITY	275 M.L. KING DRIVE	\$0.00
24902	16	CITY OF JERSEY CITY	97-99 M.L. KING DRIVE	\$0.00
25604	1	CITY OF JERSEY CITY	140 M.L. KING DRIVE	\$0.00
26402	35	CITY OF JERSEY CITY	64 M.L. KING DRIVE	\$0.00

17905	20	CITY OF JERSEY CITY	614 COMMUNIPAW AVE	\$0.00
17905	21	CITY OF JERSEY CITY	612 COMMUNIPAW AVE	\$0.00
21102	43	CITY OF JERSEY CITY	67 VIRGINIA AVE	\$0.00
24904	11	CITY OF JERSEY CITY	149 M.L. KING DRIVE	\$0.00
24904	12	CITY OF JERSEY CITY	147 M.L. KING DRIVE	\$0.00
24904	13	CITY OF JERSEY CITY	145 M.L. KING DRIVE	\$0.00
24904	14	CITY OF JERSEY CITY	143.5 M.L. KING DRIVE	\$0.00
24904	15	CITY OF JERSEY CITY	143 M.L. KING DRIVE	\$0.00
24904	16	CITY OF JERSEY CITY	141 M.L. KING DR.	\$0.00
24904	17	CITY OF JERSEY CITY	139 M.L. KING DRIVE	\$0.00
24904	18	CITY OF JERSEY CITY	137 M.L. KING DRIVE	\$0.00
25001	68	CITY OF JERSEY CITY	174 M.L. KING DRIVE	\$0.00
25001	69	CITY OF JERSEY CITY	176 M.L. KING DRIVE	\$0.00
23401	24	CLARK,L. & GLOVER, J. & BENNETT,E.	181 M.L. KING DRIVE	\$381.13
23402	28	CLARK-ALSTON, D.	195 M.L. KING DRIVE	\$419.25
22605	33	CLEMENTE, ANTHONY	332 M.L. KING DRIVE	\$0.00
23404	32	COLEMAN, GARY	239 M.L. KING DRIVE	\$381.32
19502	6	COLLECTIVE DAY CARE CENTER	465 M.L. KING DRIVE	\$343.02
19502	6	COLLECTIVE DAY CARE CENTER	465 M.L. KING DRIVE	\$343.02
16903	5	COLLINGWOOD URF LLC %DIXON ADVISORY	75 BELMONT AVE	\$0.00
24905	24	COMM.ASSET PRESERV.ALL.OFJC3,LLC	151 M.L. KING DRIVE	\$1,946.63
26403	1	COMMUNITY OUTREACH TEAM	60 M.L. KING DR.	\$1,370.55
16803	74	CONTINUOUS FLOW CHRISTIAN C., INC.	168 MONTICELLO AVE	\$0.00
16803	75	CONTINUOUS FLOW CHRISTIAN C., INC.	170 MONTICELLO AVE	\$0.00
16702	28	CRAIG, CARRIE	167 MONTICELLO AVE	\$0.00
24903	19	CRAZY GREEK, LLC	121 M.L. KING DRIVE	\$500.43
27002	16	CROFT, DONALD & CHRISTOPHER	10 M.L. KING DR.	\$952.83
23101	31	CRUZ, ALFONSO	317 M.L. KING DR.	\$838.49
21305	38	DANOIS, ADALINA	418 M.L. KING DRIVE	\$0.00
21305	38	DANOIS, ADALINA	418 M.L. KING DRIVE	\$0.00
23102	26	DAVIS, LEON	291 M.L. KING DRIVE	\$452.21
23402	29	DAVIS, LEON	193 M.L. KING DRIVE	\$590.75
24901	17	DAVIS, VINCENT SAMAD	83 M.L. KING DRIVE	\$0.00
24002	1	DEJUAN, ROBERT	196 M.L. KING DRIVE	\$628.87
16903	6	DELIN, EMERSON H.	73 BELMONT AVE	\$0.00
15001	17	DEMPSEY, LOUIS	225 MONTICELLO AVE	\$323.20
15001	19	DEMPSEY, LOUIS	223 MONTICELLO AVE	\$323.20
15001	20	DEMPSEY, LOUIS	221-221.5 MONTICELLO AVE	\$743.40
19501	27	DHUMAN, ERMIN H.	481 M.L. KING DRIVE	\$285.85
26401	19	DIRON INVESTMENTS LLC,%ROZENFELD,R	65 M.L. KING DRIVE	\$0.00
23403	31	DOMBROWSKI, WAYNE	221 M.L. KING DRIVE	\$381.89
16702	28	DORNBOS, JOSHUA & ANDREA	167 MONTICELLO AVE	\$0.00
16701	26	DU BOSE, HORTENSE	141 MONTICELLO AVE	\$0.00
25603	1	E.CONGREGATION-JEHOVAH'S WITNESSES	116 M.L. KING DRIVE	\$0.00
18601	11	EL HAZZAZ, HAMIDA	532 M.L. KING DRIVE	\$0.00
22605	1	EMANUEL CHURCH OF GOD IN CHRIST	336-342 M.L. KING DRIVE	\$1,048.11
22605	1	EMANUEL CHURCH OF GOD IN CHRIST	336-342 M.L. KING DRIVE	\$1,048.11
22601	9	EMANUEL PENTECOSTAL CHURCH	45 KEARNEY AVE	\$0.00
22601	8	EMANUEL PENTECOSTAL CHURCH	49 KEARNEY AVE	\$0.00
22601	6	EMMANUEL PENTACOSTAL CHURCH	53 KEARNEY AVE	\$0.00

22601	7	EMMANUEL PENTACOSTAL CHURCH	51 KEARNEY AVE	\$0.00
16802	71	EMRO CORPORATION	188 MONTICELLO AVE	\$668.89
19601	2	EPPS, PAULA	557 BRAMHALL AVE	\$0.00
16702	31	ESTEVEZ, FRANCISCO J. & PICHARDO, A.	163 MONTICELLO AVE	\$381.13
16803	76	EVANGELICAL CHURCH OF GOD	170.5 MONTICELLO AVENUE	\$395.04
19502	5	FAMILY COLLECTIVE DAY CARE CENTER	467 M.L. KING DRIVE	\$0.00
22601	16.04	FARMER, BARBARA	449 ROSE AVE	\$0.00
27002	12	FAUSTIN, CLAUDELLE	26 MC ADOO AVENUE	\$0.00
17906	27	FAYED, IBRAHIM	103 MONTICELLO AVE	\$424.96
23402	22	FAYED, IBRAHIM	207-209 M.L. KING DRIVE	\$839.25
17906	25	FAYED, SAHAR	107 MONTICELLO AVE	\$422.68
17906	26	FAYED, SAHAR	105 MONTICELLO AVE	\$434.68
26402	39	FELIX, MARTHALINA	72 M.L. KING DRIVE	\$381.13
26401	15	FERNANDES, JENNIFER & ADOLPHUS	73 M.L. KING DRIVE	\$381.13
26404	36	FERNANDEZ, FERMONIDES A.	28 M.L. KING DRIVE	\$379.42
23402	23	FISCHER, F.E. EST. % CARL FISCHER	205 M.L. KING DRIVE	\$419.25
23402	24	FISCHER, F.E. EST. % CARL FISCHER	203 M.L. KING DRIVE	\$426.87
18504	39	FLOWERS, BETTY	74 ATLANTIC ST.	\$0.00
18601	6	FLOYD, JACKIE & VALERIE THOMAS-	522 M.L. KING DRIVE	\$0.00
24002	1	FRED W. MARTIN APTS. U.R., LP	196 M.L. KING DRIVE	\$0.00
25101	58	FREJUSTE, ROMAIN	164.5 M.L. KING DRIVE	\$375.42
25101	51	FRIENDS OF THE LIFERS' YOUTH	152 M.L. KING DR.	\$0.00
23401	25	FULL GOSPEL CHURCH OF FAITH	179 M.L. KING DRIVE	\$0.00
23401	26	FULL GOSPEL CHURCH OF FAITH	177 M.L. KING DRIVE	\$0.00
25601	3	FULL WILL OF GOD CHRIST. MINISTRIES	84 M.L. KING DRIVE	\$0.00
24901	18	FULL WILL OF GOD CHRISTIAN MINIST.	81 M.L. KING DRIVE	\$0.00
22503	48	G. & H. DEVELOPMENT & CONSTR.	329 M.L. KING DR. (REAR)	\$464.98
21102	48	GABOUREL, RUPERT	57 VIRGINIA AVE	\$383.42
16801	47	GABY GROUP LLC.,	206 MONTICELLO AVE	\$476.42
16801	47	GABY GROUP LLC.,	206 MONTICELLO AVE	\$0.00
16801	47	GABY GROUP LLC.,	206 MONTICELLO AVE	\$0.00
16801	47	GABY GROUP LLC.,	206 MONTICELLO AVE	\$0.00
16801	47	GABY GROUP LLC.,	206 MONTICELLO AVE	\$0.00
16801	47	GABY GROUP LLC.,	206 MONTICELLO AVE	\$0.00
19601	4	GAETA, JOSEPH	553 BRAMHALL AVE	\$0.00
21301	4.01	GARCIA, LUIS	37 OAK ST.	\$339.78
21301	4.02	GARCIA, LUIS	35 OAK ST.	\$339.78
24905	19	GARDEN LIQUOR, INC. C/O R. KANG	165 M.L. KING DRIVE	\$381.13
24905	20	GARDEN LIQUOR, INC. C/O R. KANG	163 M.L. KING DRIVE	\$383.42
22503	43	GASKINS, JEAN & LINTON, VARNELL	327-329 M.L. KING DRIVE	\$774.08
21301	1	GENESIS JC PTNRS, LLC, % S. KOVACK	450 M.L. KING DR.	\$0.00
21301	1	GENESIS JC PTNRS, LLC, % S. KOVACK	450 M.L. KING DR.	\$3,925.66
16701	23	GHALI, S.; GHALI, V.; GHARGHOURY, M.	147 MONTICELLO AVE	\$476.42
17907	35	GHARIB, WAGDY	109 MONTICELLO AVE	\$571.70
26402	40	GIVINS, WILLIE R.	74 M.L. KING DRIVE	\$381.13
23203	71	GIWA, BOLAJI G.	280 M.L. KING DRIVE	\$0.00
25101	52	GONZALEZ, EVILIO & SILVIA	156 M.L. KING DRIVE	\$381.32
26405	8	GREGORY, LARRY	25 M.L. KING DRIVE	\$386.85
26402	38	HALL, WEBSTER	70 M.L. KING DRIVE	\$381.13
21305	3	HANNA, GAMAL	422-426 M.L. KING DRIVE	\$953.40

23401	28	HASSANI, FATEN MISBAH	169 M.L. KING DRIVE	\$764.17
18503	10	HASSOURI, HASSAN & PARVIN	535 M.L. KING DRIVE	\$0.00
18601	10	HATZIPETROU, ANGELA & STEVENS, TIFFAN	530 M.L. KING DRIVE	\$0.00
18504	28	HATZLACHA REALTY ENTERPRISES, LLP	493 M.L. KING DR.	\$762.26
16902	5	HAUPTMAN, MARK	118 MONTICELLO AVE	\$476.42
27002	17	HEAVENLY TEMPLE CHURCH OF GOD	14 M.L. KING DRIVE	\$0.00
27001	11	HEAVENLY TEMPLE CHURCH OF GOD	21 M.L. KING DRIVE	\$0.00
27001	12	HEAVENLY TEMPLE CHURCH OF GOD	15-19 M.L. KING DRIVE	\$0.00
27001	9	HEAVENLY TEMPLE CHURCH OF GOD IN C.	127-129 WARNER AVE	\$0.00
27001	9	HEAVENLY TEMPLE CHURCH OF GOD IN C.	11 M.L. KING DR.	\$0.00
23402	30	HERNANDEZ, ISAAC	189-191 M.L. KING DRIVE	\$609.81
17901	2	HHE METRO HOMES, LLC	603 COMMUNIPAW AVE	\$1,952.54
17901	3	HHE METRO HOMES, LLC	595 COMMUNIPAW AVE	\$5,708.60
21305	1	HILL, BRENDA	430 M.L. KING DRIVE	\$419.25
23403	28	HILL, FRÉDERICK A., JR.	227 M.L. KING DRIVE	\$381.32
18601	3	HOLMES, FLORENCE	516 M.L. KING DRIVE	\$0.00
21201	2	HUDSON INVESTMENT GROUP, LLC	717 OCEAN AVE	\$0.00
21201	3	HUDSON INVESTMENT GROUP, LLC	715 OCEAN AVE	\$0.00
21305	38	HURLEY, JOYCE	418 M.L. KING DRIVE	\$0.00
21305	38	HURLEY, JOYCE	418 M.L. KING DRIVE	\$0.00
17907	28	IHENACHO, MARCEL & GLORIA	129 MONTICELLO AVE	\$400.19
25101	54	IMPROVEMENT INVESTORS GROUP, INC	158 M.L. KING DRIVE	\$383.23
19604	1	J.C. DELIVERANCE CENTER	131 UNION ST.	\$0.00
16801	46	J.C. REDEVELOPMENT AGENCY	202 MONTICELLO AVE	\$0.00
21102	44	J.C. REDEVELOPMENT AGENCY	65 VIRGINIA AVE	\$0.00
21102	45	J.C. REDEVELOPMENT AGENCY	63 VIRGINIA AVE	\$0.00
21102	46	J.C. REDEVELOPMENT AGENCY	61 VIRGINIA AVE	\$0.00
21102	47	J.C. REDEVELOPMENT AGENCY	59 VIRGINIA AVE	\$0.00
21201	14	J.C. REDEVELOPMENT AGENCY	14 KEARNEY AVE	\$0.00
22601	1	J.C. REDEVELOPMENT AGENCY	354-358 M.L. KING DRIVE	\$0.00
22601	3	J.C. REDEVELOPMENT AGENCY	59 KEARNEY AVE	\$0.00
22601	3	J.C. REDEVELOPMENT AGENCY	59 KEARNEY AVE	\$0.00
22601	37	J.C. REDEVELOPMENT AGENCY	350-352 M.L. KING DRIVE	\$0.00
17905	26	J.J.T. PROPERTIES	77 HARRISON AVENUE	\$0.00
26404	41	JAIKISSOON, MICHAEL	38 M.L. KING DRIVE	\$381.13
16702	28	JAMES, TINA	167 MONTICELLO AVE	\$0.00
16702	28	JC EPISCOPAL COMMUNITY DEVELOP CORP	169 MONTICELLO AVE	\$666.98
23203	68	JENKINS, CAROLYN D.	274 M.L. KING DRIVE	\$0.00
16902	12	JENKINS, DONDI	134 MONTICELLO AVE	\$381.13
16902	7	JERSEY CITY CHURCH OF GOD	124 MONTICELLO AVE	\$0.00
21101	34	JERSEY CITY REDEVELOPMENT AGENCY	423 M.L. KING DRIVE	\$0.00
21101	35	JERSEY CITY REDEVELOPMENT AGENCY	421 M.L. KING DRIVE	\$0.00
21201	9	JERSEY CITY REDEVELOPMENT AGENCY	689 OCEAN AVE	\$0.00
21201	10	JERSEY CITY REDEVELOPMENT AGENCY	687 OCEAN AVE	\$0.00
21201	11	JERSEY CITY REDEVELOPMENT AGENCY	685 OCEAN AVE	\$0.00
21201	12	JERSEY CITY REDEVELOPMENT AGENCY	683 OCEAN AVE	\$0.00
21201	17	JERSEY CITY REDEVELOPMENT AGENCY	360-398 M.L. KING DR.	\$8,659.32
21201	17	JERSEY CITY REDEVELOPMENT AGENCY	360-398 M.L. KING DR.	\$0.00
21305	33	JERSEY CITY REDEVELOPMENT AGENCY	24 VIRGINIA AVE	\$0.00
21305	34	JERSEY CITY REDEVELOPMENT AGENCY	26 VIRGINIA AVE	\$0.00



22502	36	JERSEY CITY REDEVELOPMENT AGENCY	351-355 M.L. KING DR.	\$0.00
22502	37	JERSEY CITY REDEVELOPMENT AGENCY	347-349 M.L. KING DR.	\$0.00
22601	4	JERSEY CITY REDEVELOPMENT AGENCY	57 KEARNEY AVE	\$0.00
22601	10.01	JERSEY CITY REDEVELOPMENT AGENCY	43 KEARNEY AVE	\$0.00
22601	34	JERSEY CITY REDEVELOPMENT AGENCY	60 ORIENT AVE	\$0.00
22601	35	JERSEY CITY REDEVELOPMENT AGENCY	62 ORIENT AVE	\$0.00
22605	32	JERSEY CITY REDEVELOPMENT AGENCY	326-330 M.L. KING DRIVE	\$0.00
23501	92	JERSEY CITY REDEVELOPMENT AGENCY	254 M.L. KING DRIVE	\$0.00
23202	75	JERSEY CITY REDEVELOPMENT AGENCY	284 M.L. KING DRIVE	\$0.00
22601	33	JERSEY CITY REDEVELOPMENT AGENCY	58 ORIENT AVE	\$0.00
21201	1	JERSEY CITY REDEVELOPMENT AGENCY	719-721 OCEAN AVE	\$0.00
21201	13	JERSEY CITY REDEVELOPMENT AGENCY	12 KEARNEY AVE	\$0.00
22601	2	JERSEY CITY REDEVELOPMENT AGENCY	61 KEARNEY AVE	\$0.00
22601	2	JERSEY CITY REDEVELOPMENT AGENCY	61 KEARNEY AVE	\$0.00
22601	5	JERSEY CITY REDEVELOPMENT AGENCY	55 KEARNEY AVE	\$0.00
22601	5	JERSEY CITY REDEVELOPMENT AGENCY	55 KEARNEY AVE	\$0.00
22604	24	JERSEY CITY REDEVELOPMENT AGENCY	314 M.L. KING DRIVE	\$952.83
23202	79	JERSEY CITY REDEVELOPMENT AGENCY	292 M.L. KING DRIVE	\$0.00
26406	16	JERSEY CITY REDEVELOPMENT AGENCY	53 M.L. KING DRIVE	\$0.00
16702	24	JERSEY CITY SCHOOL DISTRICT	177-179 MONTICELLO AVE	\$0.00
16702	25	JERSEY CITY SCHOOL DISTRICT	175 MONTICELLO AVE	\$0.00
16702	26	JERSEY CITY SCHOOL DISTRICT	173 MONTICELLO AVE	\$0.00
16702	27	JERSEY CITY SCHOOL DISTRICT	171 MONTICELLO AVE	\$0.00
21305	25	JERSEY CITY SEWERAGE AUTHORITY	400 M.L. KING DRIVE	\$0.00
16901	2	JERUSALEM TEMPLE HOLY PENT.CHURCH	92 MONTICELLO AVE	\$0.00
22605	33	JOHNSON,BERNARD	332 M.L. KING DRIVE	\$0.00
21305	38	JONES, SIMON & MARY	418 M.L. KING DRIVE	\$0.00
21305	38	JONES, SIMON & MARY	418 M.L. KING DRIVE	\$0.00
19502	8	JORGE, JUAN	457 M.L. KING DRIVE	\$355.41
19502	9	JORGE, JUAN F.	455 M.L. KING DRIVE	\$411.43
21305	36	JTGK PROPERTIES, LLC	408 M.L. KING DRIVE	\$573.22
21305	37	JTGK PROPERTIES, LLC	410 M.L. KING DRIVE	\$382.08
24903	18	KALOGIROS, EKATERINI	123 M.L. KING DRIVE	\$476.42
22605	33	KAPLAN, DAVID T.	332 M.L. KING DRIVE	\$0.00
18503	11	KEATH, LEE & HASSOURI, PARASTOU	533 M.L. KING DRIVE	\$0.00
23102	22	KEITH, RUBY	299 M.L. KING DRIVE	\$452.21
18601	18	KELLY, MARY	546 M.L. KING DRIVE	\$0.00
16803	77	KIM, KYOUNG HEE	174 MONTICELLO AVE	\$384.75
18504	25	KING, OWEN & JUDY	501 M.L. KING DRIVE	\$381.13
23203	67	LAGUDA, AJIBOLA	272 M.L. KING DRIVE	\$0.00
22503	40	LAI, PETER	337 M.L. KING DR.	\$640.30
19601	12	LAKNIZ, FATIMA	539 BRAMHALL AVE	\$0.00
23203	69	LAMARR, BRIDGET M.	276 M.L. KING DRIVE	\$0.00
23203	70	LAWANSON, TINA M.	278 M.L. KING DRIVE	\$0.00
21305	28	LAWRENCE, ROSE LEE	14 VIRGINIA AVE	\$0.00
18504	27	LIN, HSUEH W. & MEI HUA	497 M.L. KING DRIVE	\$381.13
19601	5	LIU, ZHI & YUAN, JLANGCHUAN	551.5 BRAMHALL AVENUE	\$0.00
26403	40	LIVING WORD FELLOWSHIP CH.,INC.,THE	46 M.L. KING DRIVE	\$0.00
16903	3	LOPEZ, NORMA	79 BELMONT AVE	\$0.00
16903	7	LYSAIRE, LIFAIINE & SALTANA	71 BELMONT AVE	\$0.00

22501	17	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	83 EGE AVE	\$0.00
22501	18	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	81 EGE AVE	\$0.00
22501	19	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	79 EGE AVE	\$0.00
22501	20	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	77 EGE AVE	\$0.00
22501	21	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	75 EGE AVE	\$0.00
22501	22	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	73 EGE AVE	\$0.00
22501	23	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	71 EGE AVE	\$0.00
22501	24	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	69 EGE AVE	\$0.00
22501	25	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	67 EGE AVE	\$0.00
22501	26	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	65 EGE AVE	\$0.00
22501	27	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	63 EGE AVE	\$0.00
22501	28	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	379-381 M.L. KING DRIVE	\$0.00
22501	29	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	377 M.L. KING DRIVE	\$0.00
22501	31	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	363 M.L. KING DRIVE	\$0.00
22501	32	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	72 KEARNEY AVE	\$0.00
22501	33	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	74 KEARNEY AVE	\$0.00
22501	34	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	76 KEARNEY AVE	\$0.00
22501	35	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	80 KEARNEY AVE	\$0.00
22501	36	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	84-86 KEARNEY AVE	\$0.00
22501	37	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	88 KEARNEY AVE	\$0.00
22501	38	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	88.5 KEARNEY AVENUE	\$0.00
22501	39	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	90 KEARNEY AVE	\$0.00
22501	30	M.L.K. DRIVE U.R. % J.C. ECON. DEV.	373-375 M.L. KING DR.	\$0.00
26404	40	MAAAS INVESTING LLC	36 M.L. KING DRIVE	\$384.94
19502	4	MAAAS INVESTING, LLC	467.5 M.L. KING DRIVE	\$304.91
15001	21	MAC GREGOR, JOHN E. & BESSIE	219 MONTICELLO AVE	\$348.55
17905	27	MAJID AL-IMAN, INC. % S.ABDUL AZIZ	598 COMMUNIPAW AVE	\$0.00
16802	72	MANZO, S. & P.	190 MONTICELLO AVE	\$457.36
26403	41	MARQUEZ, MANUEL	50-52 M.L. KING DRIVE	\$771.60
21305	2	MARSHALL, FREDERICK & GWENDOLYN	428 M.L. KING DRIVE	\$266.79
16902	13	MARSHALL, GLADYS	136 MONTICELLO AVE	\$379.42
25001	1	MARTIN LUTHER KING 184, LLC	184 M.L. KING DRIVE	\$1,445.44
17901	1	MARTIN MGMT GROUP, LLC % KIM, HYUNG	571 M.L. KING DR.	\$2,252.11
23102	23	MASJID MUHAMMED JERSEY CITY	297 M.L. KING DRIVE	\$0.00
23403	34	MAUNDY, MYRTLE	213 M.L. KING DRIVE	\$381.32
18601	9	MCCRAE, JOHNNYMAE	528 M.L. KING DRIVE	\$0.00
21305	38	MCLEAN, FRANCES	418 M.L. KING DRIVE	\$0.00
21305	38	MCLEAN, FRANCES	418 M.L. KING DRIVE	\$0.00
25602	3	MEJIA, OLGA & RADHAMES	96 M.L. KING DRIVE	\$0.00
16803	73	MIRACLE TEMPLE	160 MONTICELLO AVE	\$0.00
16902	15	MISBAH, FATEN	140 MONTICELLO AVE	\$383.04
16701	24	MISBAH, FATEN E.	145 MONTICELLO AVE	\$476.42
16701	25	MISBAH, FATEN E.	143 MONTICELLO AVE	\$476.42
23401	27	MLKDR INVESTMENT, LLC	171-175 M.L. KING DRIVE	\$1,254.11
16903	1	MOHAMMED, KENNEDY S.	114 ASTOR PLACE	\$0.00
26401	21	MOJICA, MATEO % NORMAN OSTROW	61-61.5 M.L. KING DRIVE	\$476.42
16902	1	MOLINA, EDO C/O NORMAN OSTROW INC.	110 MONTICELLO AVE	\$476.42
16902	6	MONTICELLO 120, LLC	120 MONTICELLO AVE	\$952.83
17907	34	MONTICELLO EQUITY GROUP, LLC	113-115 MONTICELLO AVENUE	\$937.58
16702	20	MOORE, EMMA RUTH	189 MONTICELLO AVE	\$517.01

23402	27	MOORE, GEORGE & JOYCE	197 M.L. KING DRIVE	\$419.25
16703	12	MORAN, EMMA	211 MONTICELLO AVE	\$0.00
17905	1	MYNENI DEVELOPERS, LLC	650 COMMUNIPAW AVE	\$1,573.31
27002	19	NAMS DEVELOPERS, INC.	18 M.L. KING DRIVE	\$476.42
25603	2	NAMS DEVELOPERS, INC.	122 M.L. KING DRIVE	\$476.42
21305	30	NELSON, JACQUELINE	18 VIRGINIA AVE	\$0.00
16703	13	NEW HOPE URBAN REN. % EMET REALTY	209 MONTICELLO AVE	\$628.87
17905	9	NGUYEN, PHU & DINH	634 COMMUNIPAW AVE	\$1,029.06
17905	6	NGUYEN, TIMMY & PHUNG	640 COMMUNIPAW AVE	\$486.90
21102	52	NJ SCHOOLS DEVELOPMENT AUTHORITY	70 EGE AVE	\$0.00
25001	67	NORTH SOUTH INC.	168-172 M.L. KING DRIVE	\$955.50
19503	38	OBSSUTH, ANDREW & ANN	441 M.L. KING DRIVE	\$476.42
19503	39	OBSSUTH, ANDREW & ANN	439 M.L. KING DRIVE	\$476.42
21305	26	OCEAN AVE. BAPTIST CHURCH	741 OCEAN AVE	\$0.00
21305	27	OCEAN AVE. BAPTIST CHURCH	735 OCEAN AVE	\$0.00
21201	4	OCEAN J.C. REALTY, LLC	713 OCEAN AVE	\$0.00
21201	5	OCEAN J.C. REALTY, LLC	711 OCEAN AVE	\$0.00
22502	31.01	ONE 1, LLC	355 M.L. KING DRIVE	\$1,770.74
19501	29	OREO HOUSING, LLC	477 M.L. KING DRIVE	\$0.00
23404	33	OVALLES, FRANCISCO & ANA	237 M.L. KING DRIVE	\$381.32
16701	18	P & D VENTURES, LLC	157 MONTICELLO AVE	\$478.32
21301	36	P & T INVESTMENTS, L.L.C.	432 M.L. KING DRIVE	\$666.98
15002	23	PAHO, PROPERTIES, LLC	233 MONTICELLO AVE	\$332.54
18601	12	PANOPOULOS, CHRIS & KAPELONIS, C.	534 M.L. KING DRIVE	\$0.00
21305	38	PARKER, CHARLITA	418 M.L. KING DRIVE	\$0.00
21305	38	PARKER, CHARLITA	418 M.L. KING DRIVE	\$0.00
24902	15	PARKING AUTHORITY OF THE CITY OF JC	101 M.L. KING DRIVE	\$0.00
22503	41	PARKINSON, ANNETTE A & HISUE	333-335 M.L. KING DRIVE	\$640.30
21305	38	PARRY, EBENEZER KOBENA	418 M.L. KING DRIVE	\$0.00
21305	38	PARRY, EBENEZER KOBENA	418 M.L. KING DRIVE	\$0.00
16902	8	PASCALE, JASON	126 MONTICELLO AVE	\$419.25
19501	31	PAULINO, ARMANDO	473 M.L. KING DRIVE	\$381.13
18504	23	PAULINO, CRISTIANO & ESMERALDA, DIAZ	503.5 M.L. KING DRIVE	\$355.41
16802	1	PAYAMPS, JUAN A.	192-4 MONTICELLO AVE	\$779.41
23101	35	PELZER, HENRY	309 M.L. KING DRIVE	\$444.02
16903	36	PEREZ, EMILIO & VERONICA	112 ASTOR PLACE	\$0.00
24904	19	PEREZ, GEORGE	135 M.L. KING DRIVE	\$496.61
21305	29	PEREZ, IRAIDA DE JESUS-	16 VIRGINIA AVE	\$0.00
16802	67	PERSAUD, HARRY	178 MONTICELLO AVE	\$476.42
17905	14	PETER MICHAEL, INC % TRUCHAN B.T, INC	628 COMMUNIPAW AVE	\$743.21
17905	15	PETER MICHAEL, INC. % TRUCHAN B.T. INC	626 COMMUNIPAW AVE	\$628.87
18601	7	PIACENTINO, AURORA R.	524 M.L. KING DRIVE	\$0.00
26401	14	PORQUIN, HECTOR & FELICITA	75 M.L. KING DRIVE	\$381.13
21305	32	PORTER, MARVA J.	22 VIRGINIA AVE	\$0.00
21305	38	PREZIOSO, DIANA	418 M.L. KING DRIVE	\$0.00
21305	38	PREZIOSO, DIANA	418 M.L. KING DRIVE	\$0.00
23502	103	PROPERTY INVESTORS ASSOCIATION	238-240 M.L. KING DRIVE	\$952.45
23401	23	QBBA LLC % BARNEY ANDERSON	183 M.L. KING DRIVE	\$380.75
21305	38	RAMOS, WILLETTE	418 M.L. KING DRIVE	\$0.00
21305	38	RAMOS, WILLETTE	418 M.L. KING DRIVE	\$0.00

23202	76	RBI, INC. AKA RBI IMPROVEMENTS, INC.	286 M.L. KING DRIVE	\$381.13
16902	2	REARDON, DAVID	112 MONTICELLO AVE	\$419.25
16902	3	REARDON, DAVID	114 MONTICELLO AVE	\$419.25
16801	47	REDEEMED PENTECOSTAL CHURCH	204 MONTICELLO AVE	\$0.00
16703	11	RESTO, PEDRO & SONIA	213 MONTICELLO AVE	\$0.00
15203	8	RESURRECTION HOUSE LTD.PTNSHP.	69 STORMS AVE	\$0.00
26401	16	REYES, ARACELIS	71 M.L. KING DRIVE	\$381.13
22605	33	RICKETTS, ANDRE	332 M.L. KING DRIVE	\$0.00
16703	10	RIVERA, MARIA	215-17 MONTICELLO AVE	\$0.00
18601	13	ROBERTS, MICHAEL	536 M.L. KING DRIVE	\$0.00
16703	9	RODRIGUEZ, MYRIAM	35 FAIRVIEW AVE	\$0.00
26405	7	RODRIGUEZ, RUBIELA	27 M.L. KING DRIVE	\$379.42
23403	35	RODRIGUEZ, SONIA	211 M.L. KING DRIVE	\$397.14
17002	57	ROESSLER, JEFFREY A.	84 ASTOR PL.	\$0.00
22503	46	ROLA FOOD CORPORATION	321 M.L. KING DRIVE	\$530.92
22503	47	ROLA FOOD CORPORATION	164 CLAREMONT AVE	\$428.77
22503	44	ROLA FOOD CORPORATION	325 M.L. KING DRIVE	\$428.20
22503	45	ROLA FOOD CORPORATION	323 M.L. KING DRIVE	\$326.06
22605	31	ROLA FOOD CORPORATION	320 M.L. KING DRIVE	\$1,098.61
16702	33	ROSARIO, SANTO & TORRES, MARIA C.	159 MONTICELLO AVE	\$411.62
23202	77	ROUMILA, TAYEB & LEIGH	288 M.L. KING DRIVE	\$381.13
15005	1	ROYAL TAX LIEN SERVICES, LLC	220 MONTICELLO AVE	\$332.35
15001	16	S.& S.AUTO REPAIRS INC.	225.5-231 MONTICELLO AVE	\$1,360.07
25601	2	S.B.JERSEY CITY, LLC % S. FRIEDLER	80 M.L. KING DR.	\$952.83
26404	35	S.L.JACKSON & ASSOC.%NORMAN OSTROW	26 M.L. KING DRIVE	\$391.42
24901	19	S.R.JERSEY CITY, LLC % S.FRIEDLER	79 M.L. KING DRIVE	\$952.83
24001	1	SACRED HEART R.C. CHURCH	193 BAYVIEW AVE	\$0.00
24001	72	SACRED HEART R.C. CHURCH	214 M.L. KING DR.	\$0.00
18601	22	SALEM BAPTIST CHURCH	50 CLINTON AVENUE	\$0.00
18601	19	SALEM LAFAYETTE ASSOCIATES, L.P.	550 M.L. KING DR.	\$0.00
18601	23	SALEM LAFAYETTE ASSOCIATES, L.P.	56 CLINTON AVENUE	\$0.00
19601	1	SALEM LAFAYETTE URBAN RENEWAL, L.P.	94 UNION ST.	\$0.00
19604	2	SALEM LAFAYETTE URBAN RENEWAL, L.P.	95-129 UNION ST.	\$0.00
24901	16	SALMON, ROBERT	193 ARMSTRONG AVE	\$0.00
23502	104	SALVATION ARMY	242-246 M.L. KING DRIVE	\$0.00
23404	29	SANCTIFIED CHURCH OF JESUS CHRIST	245 M.L. KING DRIVE	\$0.00
27002	18	SAVAGE, MORRIS & PATRICIA MONROE	16 M.L. KING DRIVE	\$0.00
19503	37	SCOTT, GARDENIA & ROBERT SR.	445 M.L. KING DRIVE	\$381.13
16701	19	SCOTT, ULYSSES L & BETTY M	155 MONTICELLO AVE	\$303.00
21305	38	SESAY, ALAMATU & FODAY	418 M.L. KING DRIVE	\$0.00
21305	38	SESAY, ALAMATU & FODAY	418 M.L. KING DRIVE	\$0.00
27001	13	SESTA, VICTOR & MARION	1 M.L. KING DR.	\$1,810.38
27002	14	SESTA, VICTOR R.	30 MC ADOO AVE	\$419.25
27002	15	SESTA, VICTOR R.	32 MC ADOO AVE	\$419.25
18504	24	SETZER, MARY	503 M.L. KING DRIVE	\$360.17
25602	6	SHARPERSON, ANTHONY	102 M.L. KING DRIVE	\$477.18
16701	31	SHEERMOHAMED, NAUSHAD & BEBEE N.	131 MONTICELLO AVE	\$565.98
15002	22	SHIVANEEL PROPERTIES, LLC	235 MONTICELLO AVE	\$513.58
22604	19	SIMHA REALTY LLC C/O DAVID COHEN	302 M.L. KING DRIVE	\$429.73
22604	22	SIMHA REALTY, LLC C/O SUSAN COHEN	310 M.L. KING DRIVE	\$704.71

22604	18	SIMHA REALTY, LLC C/O DAVID COHEN	300 M.L. KING DRIVE	\$457.74
22604	20	SIMHA REALTY, LLC C/O DAVID COHEN	304-306 M.L. KING DR.	\$868.79
23403	29	SINGH PROPERTIES, INC.,	225 M.L. KING DRIVE	\$381.32
17906	30	SJR LEGACY, INC.	97 MONTICELLO AVE	\$405.14
17906	29	SJR LEGACY, INC.	99 MONTICELLO AVE	\$419.25
17906	28	SJR LEGACY, INC.,	101 MONTICELLO AVE	\$417.34
17906	31	SJR LEGACY, INC.,	95 MONTICELLO AVE	\$405.33
17906	32	SJR LEGACY, INC.	93 MONTICELLO AVE	\$404.38
25603	3	SKYWAY REALTY, LLC	124 M.L. KING DRIVE	\$476.42
25603	4	SKYWAY REALTY, LLC	126 M.L. KING DRIVE	\$1,905.66
23502	1	SKYWAY REALTY, LLC	250 M.L. KING DRIVE	\$633.06
23502	1	SKYWAY REALTY, LLC	250 M.L. KING DRIVE	\$633.06
22601	16.05	SMITH, SHAYLA	447 ROSE AVE	\$0.00
23202	78	SO, JOHN & KIMBERLY	290 M.L. KING DRIVE	\$381.13
16702	34	SPRADLEY TEMPLE CHURCH OF GOD	94 BELMONT AVE	\$0.00
19601	14	ST. JOHN BAPTIST CHURCH	525 BRAMHALL ST.	\$0.00
21201	18	ST. MICHAEL'S METHODIST CHURCH	37 VIRGINIA AVE	\$0.00
21305	35	ST. MICHAEL'S METHODIST CHURCH	34 VIRGINIA AVE	\$0.00
25601	5	ST.MARY EVANG CHRIST CH-REV.HARRIS	90 M.L. KING DRIVE	\$0.00
17905	25	ST.MENA FOOD CORP.	604 COMMUNIPAW AVE	\$1,372.08
17905	24	ST.MENA FOOD CORP.	606 COMMUNIPAW AVE	\$914.72
25602	5	STEVENS, ROBERTA GLEE	100 M.L. KING DRIVE	\$0.00
19601	7	STEWART, YVONNE	549 BRAMHALL AVE	\$0.00
16701	28	STOLAR CAPITAL 3	137 MONTICELLO AVE	\$476.42
25602	2	STONE, ETHRIDGE	94 M.L. KING DRIVE	\$0.00
19503	40	SUMASAR, NOHAR	437 M.L. KING DRIVE	\$0.00
23203	65	TAYLOR, VALERIE	268 M.L. KING DRIVE	\$0.00
16803	1	TAYLOR, WILLIAM AS TRUSTEE	176 MONTICELLO AVE	\$457.36
22605	33	TEJADA, MARCOS	332 M.L. KING DRIVE	\$590.75
18503	9	TERRY, NAIMAH	539 M.L. KING DRIVE	\$0.00
18504	20	TGAS INC.	509 M.L. KING DRIVE	\$476.42
26405	5	THE PROPHETS POT #1 LLC	31 M.L. KING DRIVE	\$381.13
18503	8	THE TZAVLAKIS & GRANT GROUP, L.L.C.	541 M.L. KING DRIVE	\$476.42
19601	6	THOMPSON, CHARNETTE	551 BRAMHALL AVE	\$0.00
25101	1	TOTARO, DEBRA L.	166 M.L. KING DRIVE	\$405.72
24905	21	TOTARO, VINCENT	161 M.L. KING DRIVE	\$381.51
24905	23	TOTARO, VINCENT	157 M.L. KING DRIVE	\$380.75
16801	49	TRAN, HUNG	208 MONTICELLO AVE	\$476.42
22601	10.02	TRDP-JACKSON GREEN, LLC	31 KEARNEY AVE	\$0.00
22601	16.01	TRFDP - JACKSON GREEN, LLC	455 ROSE AVE	\$0.00
22601	16.02	TRFDP - JACKSON GREEN, LLC	453 ROSE AVE	\$0.00
22601	16.03	TRFDP - JACKSON GREEN, LLC	451 ROSE AVE	\$0.00
22601	16.06	TRFDP - JACKSON GREEN, LLC	445 ROSE AVE	\$0.00
22601	16.07	TRFDP - JACKSON GREEN, LLC	443 ROSE AVE	\$0.00
22601	16.08	TRFDP - JACKSON GREEN, LLC	441 ROSE AVE	\$0.00
22601	16.09	TRFDP - JACKSON GREEN, LLC	439 ROSE AVE	\$0.00
22601	16.11	TRFDP - JACKSON GREEN, LLC	435 ROSE AVE	\$0.00
22601	16.12	TRFDP - JACKSON GREEN, LLC	433 ROSE AVE	\$0.00
22601	16.13	TRFDP - JACKSON GREEN, LLC	431 ROSE AVE	\$0.00
22601	16.14	TRFDP - JACKSON GREEN, LLC	429 ROSE AVE	\$0.00

25601	1	TRIPODI, ROSA	78 M.L. KING DRIVE	\$476.42
17905	10	TRUCHAN, ANTHONY JR.	630 COMMUNIPAW AVE	\$552.64
16901	4	TRUST COMPANY OF N.J. DAVIN,E.G.III	98 MONTICELLO AVE	\$529.01
16901	3	TRUST COMPANY OF NEW JERSEY	96 MONTICELLO AVE	\$476.42
16901	5	TRUST COMPANY OF NEW JERSEY	100 MONTICELLO AVE	\$353.88
16901	6	TRUST COMPANY OF NEW JERSEY	102 MONTICELLO AVE	\$361.12
16901	7	TRUST COMPANY OF NEW JERSEY	104 MONTICELLO AVE	\$362.27
16901	8	TRUST COMPANY OF NEW JERSEY	106-108 MONTICELLO AVE	\$828.39
21201	6.01	TRUTH EVANGELISTIC TEMPLE INC	695 OCEAN AVE	\$0.00
26402	37	TUMAINI KRISTO L.CHURCH A.N.M.S.INC	68 M.L. KING DRIVE	\$381.13
26402	37	TUMAINI KRISTO L.CHURCH A.N.M.S.INC	68 M.L. KING DRIVE	\$0.00
22605	33	TUMOE, FINDA	332 M.L. KING DRIVE	\$190.57
24902	17	TWENTY-THREE STONE, LLC	95 M.L. KING DRIVE	\$639.92
24903	17	TZAVLAKIS, DIMITRA	127-133 M.L. KING DRIVE	\$1,797.61
17906	33	UNDERWOOD, HENDRICH & MABEL	91 MONTICELLO AVE	\$403.62
23501	93	URBAN LEAGUE OF HUDSON	256 M.L. KING DRIVE	\$1,153.50
23405	28	URBAN LEAGUE OF HUDSON CO.INC.	261 M.L. KING DRIVE	\$0.00
16902	9	URBAN NOW, LLC	128 MONTICELLO AVE	\$543.11
26401	17	VAISHNO DEVI, LLC	69 M.L. KING DRIVE	\$381.13
18602	4	VALDAN FAMILY LIMITED PARTNERSHIP	568-572 COMMUNIPAW AVE	\$1,633.15
26401	13	VAN NOSTRAND AVENUE, LLC	75.5 M.L. KING DRIVE	\$381.13
22503	39	VARDAKIS, FOTIOS	341 M.L. KING DRIVE	\$514.53
23402	26	VARDAKIS, FOTIOS & ALEXANDRA	199 M.L. KING DRIVE	\$381.32
23403	32	VARDAKIS, FOTIOS & SANDRA	217-219 M.L. KING DRIVE	\$762.65
23102	28	VASSELL, LESTER	166 MYRTLE AVE	\$491.28
18503	7	VAUGHAN, TREVOR	543-7 M.L. KING DRIVE	\$2,056.21
21305	38	VELEZ, MIGUEL	418 M.L. KING DRIVE	\$0.00
21305	38	VELEZ, MIGUEL	418 M.L. KING DRIVE	\$0.00
23203	1	VERA, VINCENTE & RUTH	282 M.L. KING DRIVE	\$0.00
18601	20	VERIZON - NJ	MONTICELLO AVE VACATED	\$1,810.38
18601	21	VERIZON - NJ	71 MADISON AVE	\$4,534.71
26404	37	VHM INVESTMENTS,INC %H.M. RIOS	30 M.L. KING DRIVE	\$380.18
26404	39	VINEY, L'MANI	34 M.L. KING DRIVE	\$0.00
16902	10	WADE, B.S.	130 MONTICELLO AVE	\$409.72
16702	28	WADE, WAKEISHA	167 MONTICELLO AVE	\$0.00
23403	27	WANG, SHI GUI	229 M.L. KING DRIVE	\$381.32
23402	25	WASHINGTON, DENISE	201 M.L. KING DRIVE	\$571.89
18504	26	WASHINGTON, ELIJAH	499 M.L. KING DRIVE	\$381.13
21102	49	WASHINGTON, G. DAVIS, D., & ETALS	409 M.L. KING DRIVE	\$285.85
16802	68	WELCOME BAPTIST CHURCH	180 MONTICELLO AVE	\$0.00
16802	70	WELCOME BAPTIST CHURCH	184 MONTICELLO AVE	\$0.00
16802	69	WELCOME BAPTIST CHURCH	182 MONTICELLO AVE	\$0.00
24002	2	WELLS, REGINALD	189 BIDWELL AVE	\$0.00
18601	14	WHITAKER, KAREN	538 M.L. KING DRIVE	\$0.00
16702	23	WHITEHALL, COLLIN	181 MONTICELLO AVE	\$476.42
15002	20	WHITON STREET ASSOCIATES	MONTICELLO AVE	\$612.10
15005	10	WHITON STREET ASSOCIATES, L.L.C.	227 FAIRMOUNT AVE	\$902.14
16801	1	WHITON STREET ASSOCIATES, L.L.C.	218 MONTICELLO AVE	\$765.12
16801	3	WHITON STREET ASSOCIATES, L.L.C.	15 FAIRVIEW AVE	\$546.92
16801	50	WHITON STREET ASSOCIATES, L.L.C.	212 MONTICELLO AVE	\$581.23

16801	52	WHITON STREET ASSOCIATES, L.L.C.	216 MONTICELLO AVE	\$590.75
16801	2	WHITON STREET ASSOCIATES, L.L.C.	17 FAIRVIEW AVE	\$546.92
16801	51	WHITON STREET ASSOCIATES, L.L.C.	214 MONTICELLO AVE	\$590.75
15005	4	WHITON STREET ASSOCIATES, LLC	224 MONTICELLO AVE	\$466.70
15005	5	WHITON STREET ASSOCIATES, LLC	226 MONTICELLO AVE	\$0.00
15005	6	WHITON STREET ASSOCIATES, LLC	230 MONTICELLO AVE	\$1,457.26
15005	3	WHITON STREET ASSOCIATES, LLC	222 MONTICELLO AVE	\$305.48
15005	9	WHITON STREET ASSOCIATES, LLC.	238 MONTICELLO AVE	\$1,276.79
15005	2	WHITON STREET ASSOCIATES, LLC.	220A MONTICELLO AVE	\$313.86
15005	7	WHITON STREET ASSOCIATES, LLC.	234 MONTICELLO AVE	\$485.75
15005	15	WHITON STREET ASSOCIATES, LLC.	8 FAIRVIEW AVE	\$952.83
15005	16	WHITON STREET ASSOCIATES, LLC.	12 FAIRVIEW AVE	\$952.83
16801	45	WHITON STREET ASSOCIATES, LLC.	200 MONTICELLO AVE	\$476.42
15005	8	WHITON STREET ASSOAIATES, LLC	236 MONTICELLO AVE	\$485.75
16701	27	WILEY, JERRY	139 MONTICELLO AVE	\$476.42
19503	41	WILLIAM T. HUTCHINSON CO.	435 M.L. KING DRIVE	\$476.42
27002	13	WILLIAMS, ANGELLA	28 MC ADOO AVE	\$0.00
21305	38	WILLIAMS, JOYLINE	418 M.L. KING DRIVE	\$0.00
21305	38	WILLIAMS, JOYLINE	418 M.L. KING DRIVE	\$0.00
21305	38	WILLIAMSON, JOHNNY JR.,	418 M.L. KING DRIVE	\$0.00
21305	38	WILLIAMSON, JOHNNY JR.,	418 M.L. KING DRIVE	\$0.00
25602	1	WILSON, OLIVIA SAHARA	92 M.L. KING DRIVE	\$418.67
18503	17	WINOGRAD DEVELOPMENT, %J. CARLIER	18 SIEDLER	\$323.96
18503	17	WINOGRAD DEVELOPMENT, %J. CARLIER	18 SIEDLER	\$476.42
18601	4	YANIV LAVY	518 M.L. KING DRIVE	\$0.00
16703	16	YEE, C. C/O MEI LING YEE	197 MONTICELLO AVE	\$767.03
24902	13	YMK REALTY, L.L.C., HOPSTEIN, MOSHE	113 M.L. KING DRIVE	\$476.42
27002	20	ZAYAS, CARMEN & NEPHTALI	20 M.L. KING DRIVE	\$0.00
23202	81	ZHENG, TIAN W. & XIU YUN	296 M.L. KING DRIVE	\$381.13
16702	32	ZHENG, YI YONG & WANG, XIU JIN	161 MONTICELLO AVE	\$381.13
23202	80	ZHENG, J. & M. %MAY MAY KITCHEN	294 M.L. KING DRIVE	\$381.13
19601	15	ZION BAPTIST CHURCH	521 BRAMHALL AVE	\$0.00
				\$ 212,200.57

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the McGinley Square Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on **Wednesday, March 25, 2015 at 6:00 P.M.** at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

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

City Clerk File No. Res. 15.191

Agenda No. 10.H

Approved: MAR 25 2015

TITLE:



## RESOLUTION ADOPTING AND RATIFYING THE 2015 BUDGET OF THE JACKSON HILL MAIN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

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

**WHEREAS**, at its meeting of February 10, 2015 the Municipal Council of the City of Jersey City introduced and approved the Jackson Hill Main Special Improvements District following budget for the period January 1, 2015 through December 31, 2015, a copy which is attached; and

**WHEREAS**, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on March 25, 2015; and

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

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

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

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

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

1. The Jackson Hill Main Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$292,496.78 for the Jackson Hill Main Special Improvement District for the period January 1, 2015 through December 31, 2015, which sum shall be raised by taxation during the period January 1, 2015 through December 31, 2015.



TITLE:

**MAR 25 2015**

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

RB/tj

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**JACKSON HILL MAIN STREET MANAGEMENT CORP /SID  
PROPOSED FISCAL YEAR BUDGET 2015**

	2015 BUDGET	2014 BUDGET	ANNUALIZED 2014 ACTUALS
<b>REVENUES</b>			
SID ASSESSMENT	\$212,200.00	\$212,200.00	\$212,200.00
OTHER PUBLIC SUPPORT	\$0.00	\$167,500.00	
<b>TOTAL REVENUES</b>	<b>\$212,200.00</b>	<b>\$379,700.00</b>	<b>\$212,200.00</b>
<b>EXPENSES</b>			
<b><u>Administrative/Management</u></b>			
Salaries/Benefits	\$85,000.00	\$85,000.00	\$87,000.00
Insurance	\$3,000.00	\$2,500.00	\$2,855.00
Legal	\$0.00	\$3,000.00	\$0.00
Rent	\$14,400.00	\$14,400.00	\$14,400.00
Repairs & Maintenance	\$500.00	\$500.00	\$0.00
Accounting/Audit	\$6,500.00	\$6,500.00	\$6,280.00
Utilities	\$1,000.00	\$1,000.00	\$1,396.80
Telephone/Internet	\$2,100.00	\$2,100.00	\$2,214.00
Postage	\$1,000.00	\$600.00	\$184.80
Office supplies/Equip	\$3,600.00	\$2,600.00	\$3,326.18
Computer Software	\$100.00	\$600.00	\$0.00
Business Registration Fees	\$125.00		\$950.00
<b><u>Appearance/Maintenance</u></b>			
Holiday Decorations on Corridor	\$15,000.00	\$4,500.00	\$11,735.00
Street Cleaning/Maintenance	\$101,500.00	\$158,000.00	\$146,250.00
<b><u>Marketing</u></b>			
Newsletter	\$2,500.00	\$2,400.00	\$1,250.00
Web Site	\$1,200.00	\$600.00	\$600.00
Promotions/Printing	\$1,000.00	\$3,000.00	\$855.00
Business Recruitment	\$1,000.00	\$24,000.00	\$12,000.00
<b><u>Safety and Security</u></b>			
Camera Incentive	\$2,000.00		
Additional Policing		\$62,400.00	\$1,120.00
<b><u>Jackson Hill Special Events</u></b>			
Jackson Hill Street Festival(s)			\$0.00
Workshops/Travel	\$1,000.00	\$2,500.00	\$80.00
Annual Membership Mtg	\$500.00	\$500.00	\$0.00
Annual Main Street Awards Dinner			\$0.00
Jackson Hill Street Festival	\$5,000.00	\$3,000.00	\$0.00
<b>TOTAL EXPENSES</b>	<b>\$248,025.00</b>	<b>\$379,700.00</b>	<b>\$292,496.78</b>

A public hearing on the 2015 Budget of the Jackson Hill Main Street Special Improvement District as introduced February 10, 2015, will be held Wednesday, March 25, 2015 at 6:00 P.M. at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey. All interested parties will be afforded an opportunity to address the Council regarding same.

Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.192

Agenda No. 10.1

Approved: MAR 25 2015



TITLE:

**A RESOLUTION SUPPLEMENTING THE MANUAL OF TAXI STAND DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 40 FOOT TAXI STAND AT 140 FRANKLIN STREET, DAILY, 6:00 A.M. TO 11:00 P.M.**

Municipal Council as a whole  
following resolution:

offered and moved adoption of the

**WHEREAS**, the provisions of N.J.S.A. 39:4-197 (3) (a) provide that the Municipality may make and promulgate regulations designating and/or repealing taxi stands; and

**WHEREAS**, the provisions of Section 3-46(A)(D)(6) of the Code of the City of Jersey City provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) may make and promulgate such regulations subject to Municipal Council approval by resolution; and

**WHEREAS**, the Director has proposed, for the purpose of increasing the flow of traffic and improving both vehicular and pedestrian safety, that the attached regulation be promulgated (No. 15-006) designating a taxi stand at the location described; and

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

a. The attached regulation shall be a part of the Manual of Taxi Stand Designations of the City of Jersey City

(No. 15-006) Designate a taxi stand at 140 Franklin Street beginning 35 feet east of Central Avenue and extending to a point 40 feet easterly, Daily, 6:00 a.m. to 11:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection.

c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repealers of existing provisions.

d. This resolution/regulation shall take effect at the time and in the manner as provided by law.

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

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

JDS:PCL  
(02.27.15)

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.25.15							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING,  
TRAFFIC & TRANSPORTATION  
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST  
JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

Regulation 15-006

February 27, 2015

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**TAXI STAND REGULATION  
DESIGNATED**

The locations described are hereby designated as Taxi Stands. No vehicle other than a Taxi shall be permitted to occupy said locations during the times indicated.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-46(A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a taxi stand:

140 Franklin Street – North Side

Beginning at a point 35 feet east of the easterly curb line of Central Avenue and extending to a point 40 feet easterly therefrom.

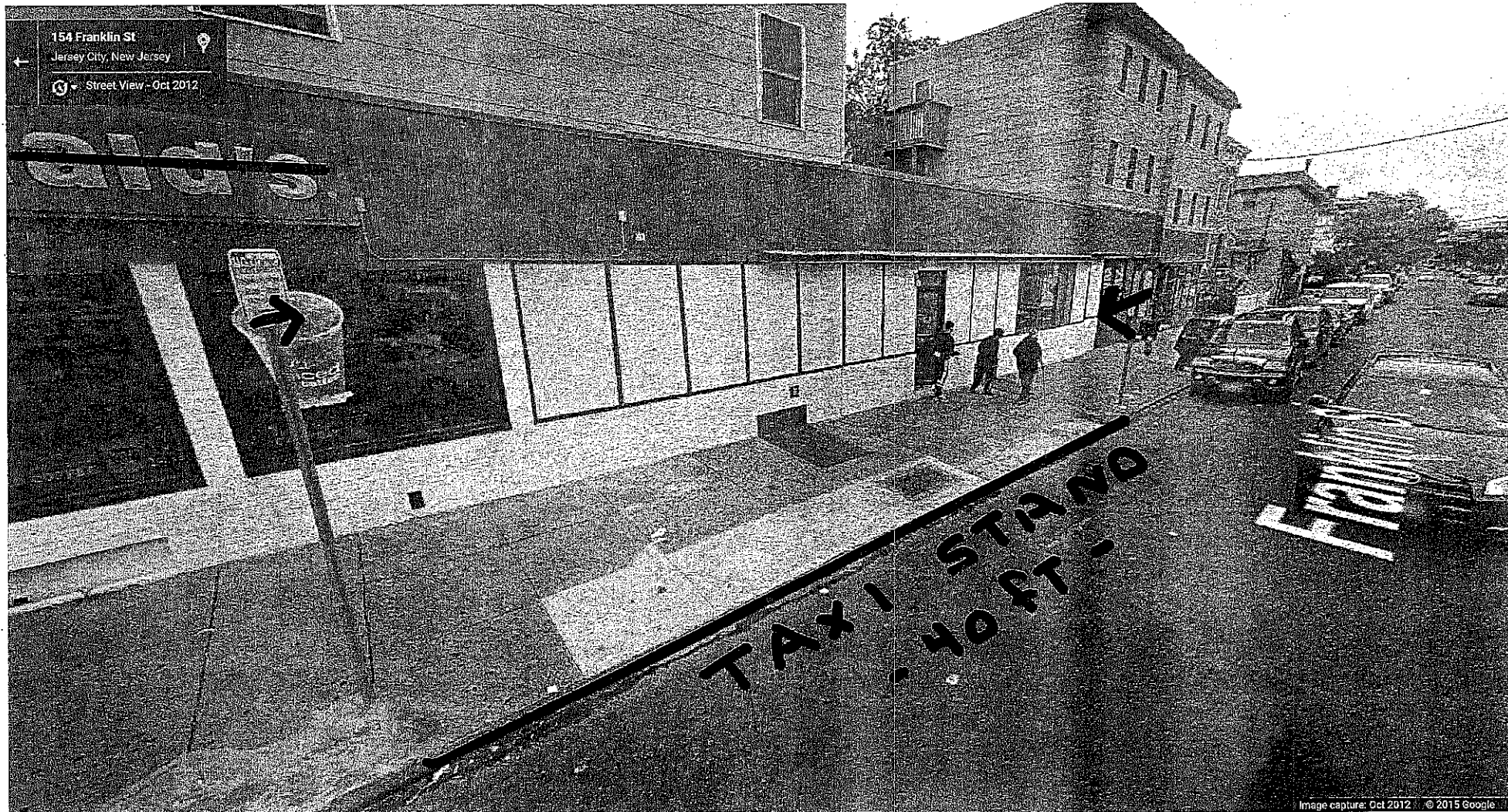
Time: Daily  
6:00 a.m. to 11:00 p.m.

Division of Architecture, Engineering, Traffic and Transportation

Joao D'Souza, Director of Traffic & Transportation

Approved by Municipal Council Resolution

Date: \_\_\_\_\_



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**A RESOLUTION SUPPLEMENTING THE MANUAL OF TAXI STAND DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 40 FOOT TAXI STAND AT 140 FRANKLIN STREET, DAILY, 6:00 A.M. TO 11:00 P.M.**

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Maynard Woodson, Director, Division of Commerce	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

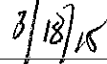
**Resolution Purpose**

A RESOLUTION DESIGNATING A 40 FOOT TAXI STAND AT 140 FRANKLIN STREET, DAILY, 6:00 A.M. TO 11:00 P.M.

This taxi stand will serve those individuals who shop at the Stop & Shop, utilize the facilities at Pershing Field and shop at the various businesses along Central Avenue.

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. 15.193  
 Agenda No. 10.J  
 Approved: MAR 25 2015



TITLE:

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 8:00 P.M. SATURDAY, MARCH 28, 2015 (RAIN DATE: SUNDAY, MARCH 29, 2015) AT THE REQUEST OF THE SURATI FOR PERFORMING ARTS/SURATI INC. FOR THE PURPOSE OF A CULTURAL EVENT, COMMUNITY FESTIVAL**

**WHEREAS**, the Division of Architecture, Engineering, Traffic and Transportation has received an application from Surati for Performing Arts/Surati Inc. to close Exchange Place beginning 10:00 a.m. and ending 8:00 p.m. Saturday, March 28, 2015 (rain date: Sunday, March 29, 2015) for the purpose of a cultural event, community festival; and

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 10:00 a.m. and ending 8:00 p.m. Saturday, March 28, 2015 (rain date: Sunday, March 29, 2015)

JDS:pcl  
(02.27.15)

APPROVED: [Signature]  
 Director of Traffic & Transportation

APPROVED: [Signature]  
 Municipal Engineer

APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 8:00 P.M. SATURDAY, MARCH 28, 2015 (RAIN DATE: SUNDAY, MARCH 29, 2015) AT THE REQUEST OF THE SURATI FOR PERFORMING ARTS/SURATI INC. FOR THE PURPOSE OF A CULTURAL EVENT, COMMUNITY FESTIVAL**

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Rimli Roy on behalf of Surati for Performing Arts/Surati Inc, 35-1108 River Dr S, JCNJ 201.349.8883	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

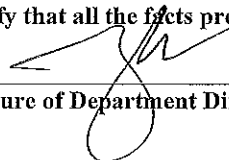
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

AUTHORIZING CLOSING EXCHANGE PLACE BEGINNING 10:00 A.M. AND ENDING 8:00 P.M. SATURDAY, MARCH 28, 2015 (RAIN DATE: SUNDAY, MARCH 29, 2015) FOR THE PURPOSE OF A CULTURAL EVENT, COMMUNITY FESTIVAL

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

I certify that all the facts presented herein are accurate.

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

3/18/15  
\_\_\_\_\_  
Date



## RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** EXCHANGE PL

PURPOSE OF EVENT: Cultural event, community festival

**BEGINS: 10AM ENDS: 8PM**

**Saturday, March 28 (rain date Sunday, March 29), 2015**

**APPLICANT:** Rimli Roy

**ORGANIZATION :** Surati for Performing Arts/Surati Inc

**ADDRESS:** 35-1108 River Dr S

**CITY, STATE, ZIP:** Jersey City NJ 07310

**PHONE #:** 201.349.8883

**BEING WAIVED:** Nonresident

HUDSON ST

11

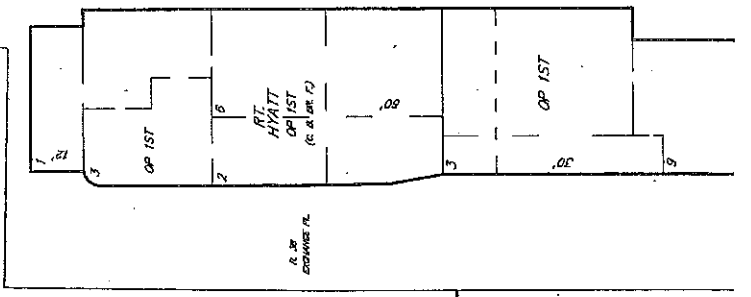
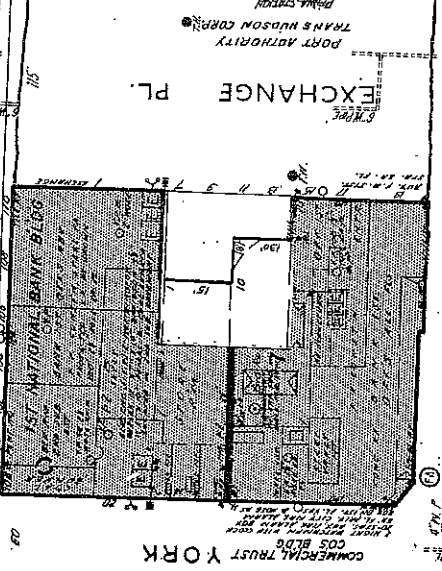
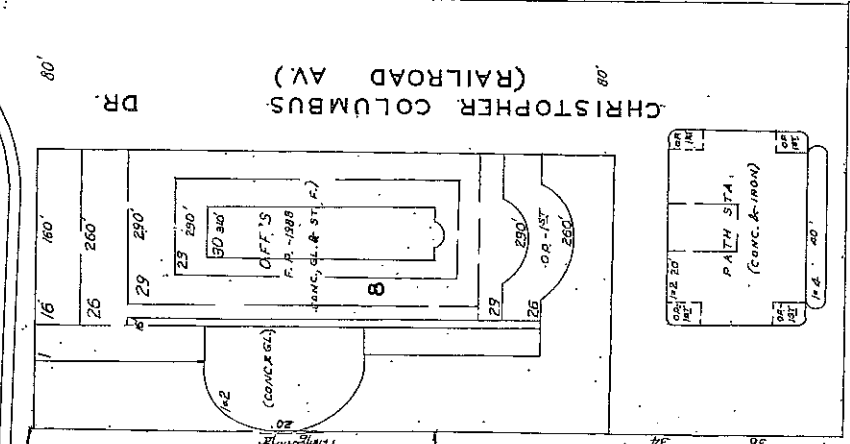
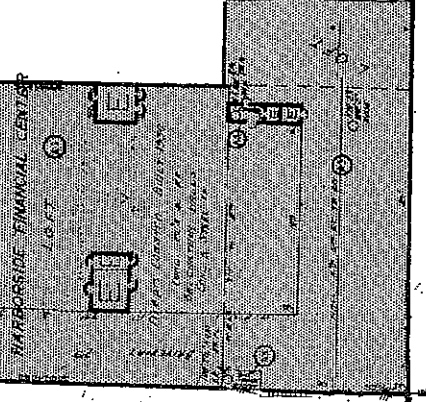
AREA SOUTH OF RAILROAD  
AV URBAN RENEWAL SITE

HUDSON

ST NJ TRANSIT TRAM LINE

NEW SHEET  
NOV 1930

BUILDING



CHRISTOPHER COLUMBUS (RAILROAD AV.) DR.

EXCHANGE PL.

NOL CENTER

COMMERCIAL TRUST YORK

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

City Clerk File No. Res. 15.194

Agenda No. 10.K

Approved: MAR 25 2015



TITLE:

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), TOWN SQUARE PLACE AND RING ROAD BEGINNING 5:00 A.M. AND ENDING 1:00 P.M. SATURDAY, MAY 2, 2015 AT THE REQUEST OF THE NEWPORT PROPERTY OWNERS ASSOCIATION FOR THE PURPOSE OF THE NEWPORT 10,000 ROAD RACE**

**WHEREAS**, the Division of Architecture, Engineering, Traffic and Transportation has received an application from Dan Brannen on behalf of the Newport Property Owners Association to close both Town Square Place and Ring Road, beginning 5:00 a.m. and ending 1:00 p.m. Saturday, May 2, 2015 for the purpose of the Newport 10,000 Road Race; and

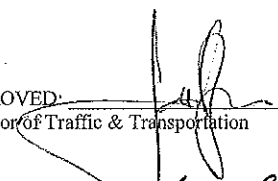
**WHEREAS**, in accordance with the provisions of Sections 296-71 and 296-72 and Chapter 122 Section 122-8, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

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


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

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of both Town Square Place and Ring Road beginning 5:00 a.m. and ending 1:00 p.m. Saturday, May 2, 2015.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer

APPROVED:   
Business Administrator

JDS:pci  
(03.13.15)

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

Certification Required

Not Required


APPROVED 9-0

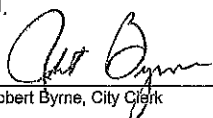
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3 25 15							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), TOWN SQUARE PLACE AND RING ROAD BEGINNING 5:00 A.M. AND ENDING 1:00 P.M. SATURDAY, MAY 2, 2015 AT THE REQUEST OF THE NEWPORT PROPERTY OWNERS ASSOCIATION FOR THE PURPOSE OF THE NEWPORT 10,000 ROAD RACE**

**Initiator**

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

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

**Resolution Purpose**

AUTHORIZING THE CLOSING OF BOTH TOWN SQUARE PLACE AND RING ROAD BEGINNING 5:00 A.M. AND ENDING 1:00 P.M. SATURDAY, MAY 2, 2015 FOR THE PURPOSE OF THE NEWPORT 10,000 ROAD RACE

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

I certify that all the facts presented herein are accurate.

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

3/18/15  
\_\_\_\_\_  
Date

## RECREATIONAL EVENT STREET CLOSURE

**BLOCKS:** TOWN SQ PL, RING RDS

PURPOSE OF EVENT: Newport 10,000 Road Race

**BEGINS: 5AM ENDS: 1PM**  
**Saturday, May 2, 2015**

APPLICANT: Dan Brannen

ORGANIZATION : Newport Property Owners Association

ADDRESS: 4 Strawberry Lane

CITY, STATE, ZIP: Morristown NJ 07960

PHONE #: 973.214.1500

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



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

City Clerk File No. Res. 15.195

Agenda No. 10.1

Approved: MAR 25 2015



TITLE:

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), COLUMBUS DRIVE FROM GROVE STREET TO BARROW STREET BEGINNING 11:00 A.M. AND ENDING 6:00 P.M. SUNDAY, AUGUST 9, 2015 (RAIN DATE: SATURDAY, AUGUST 15, 2015) AT THE REQUEST OF COUNCILMAN AT LARGE DANIEL RIVERA FOR THE PURPOSE OF THE STICKBALL WORLD SERIES EVENT**

**WHEREAS**, the Division of Architecture, Engineering, Traffic and Transportation has received an application from Councilman At Large Daniel Rivera to close Columbus Drive from Grove Street to Barrow Street beginning 11:00 a.m. and ending 6:00 p.m. Sunday, August 9, 2015 (rain date: Saturday, August 15, 2015) for the purpose of the Stickball World Series Event; and

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

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

**WHEREAS**, the request to close Columbus Drive does not meet one or more of the requirements set forth in Sections 296-71(A)(B)(C)(D), 296-73(D) and Section 122-8(A) as the event is sponsored by a non-resident; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Columbus Drive from Grove Street to Barrow Street beginning 11:00 a.m. and ending 6:00 p.m. Sunday, August 9, 2015 (rain date: Saturday, August 15, 2015)

JDS:pcl  
(03.10.15)

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

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

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

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

## RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** COLUMBUS DR, GROVE to BARROW STS

PURPOSE OF EVENT: Stickball World Series Event

**BEGINS: 11AM ENDS: 6PM**

**Sunday, August 9 (rain date Saturday, August 15), 2015**

**APPLICANT:** Councilman At Large Daniel Rivera

**ORGANIZATION :** Councilman - City Council

**ADDRESS:** 280 - Grove St Office 206

**CITY, STATE, ZIP:** Jersey City NJ 07302

**PHONE #:** 201.547.5319

**BEING WAIVED:** Nonresident





**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), COLUMBUS DRIVE FROM GROVE STREET TO BARROW STREET BEGINNING 11:00 A.M. AND ENDING 6:00 P.M. SUNDAY, AUGUST 9, 2015 (RAIN DATE: SATURDAY, AUGUST 15, 2015) AT THE REQUEST OF COUNCILMAN AT LARGE DANIEL RIVERA FOR THE PURPOSE OF THE STICKBALL WORLD SERIES EVENT**

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Councilman At Large Daniel Rivera	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

**Resolution Purpose**

**AUTHORIZING THE CLOSING OF COLUMBUS DRIVE FROM GROVE STREET TO BARROW STREET BEGINNING 11:00 A.M. AND ENDING 6:00 P.M. SUNDAY, AUGUST 9, 2015 (RAIN DATE: SATURDAY, AUGUST 15, 2015) FOR THE PURPOSE OF THE STICKBALL WORLD SERIES EVENT**

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

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

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

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

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

City Clerk File No. Res. 15.196

Agenda No. 10.M

Approved: MAR 25 2015

TITLE:



## *Resolution Proclaiming the Week of March 22 - March 28 as Boys and Girls Club Week*

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

*WHEREAS*, the young people of Jersey City are tomorrow's leaders; and

*WHEREAS*, many such young people need professional youth services to help them reach their full potential; and

*WHEREAS*, the Boys and Girls Club of Hudson County provide services to more than 1,000 young people annually; and

*WHEREAS*, the Boys and Girls Club organizations in our City help ensure that our young people keep off the streets, offering them a safe and supportive place to go and providing them with quality programs; and

*WHEREAS*, the Boys and Girls Clubs of Hudson County will celebrate National Boys and Girls Club Week, 2015 along with some 4,000 Clubs and more than 2,000,000 young people nationwide.

*NOW, THEREFORE, BE IT RESOLVED*, that the Municipal Council of the City of Jersey City does hereby proclaim March 22 through March 28, 2015 as Boys & Girls Club Week in Jersey City.

*BE IT FURTHER RESOLVED*, that we urge all citizens to join us in recognizing and commending the Boys & Girls Club of Hudson County for providing comprehensive, effective services to the young people in our communities.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.197

Agenda No. 10.N

Approved: MAR 25 2015

TITLE:



## RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION FOR THE PROVISION OF CARNIVAL AMUSEMENTS ON JULY 4-5, 2015.

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City plans to sponsor a celebration of the Fourth of July on July 4-5, 2015 in Liberty State Park; and

**WHEREAS**, the City wishes to procure carnival amusements for the celebration which will include 8-10 rides; and

**WHEREAS**, the award of the contract will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

**WHEREAS**, the City intends to use the competitive contracting process to award this contract; and

**WHEREAS**, N.J.S.A. 11-2(47) defines a "concession" as "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit;" and

**WHEREAS**, N.J.S.A. 40A:11-4.1(j) authorizes the City to use competitive contracting to award contracts to contractors for "concessions"; and

**WHEREAS**, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

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

(1) the above recitals are incorporated herein by reference;

TITLE:

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION FOR THE PROVISION OF CARNIVAL AMUSEMENTS ON JULY 4-5, 2015.**

(2) the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 is authorized for awarding a concession contract to a contractor for the provision and operation of carnival amusements at the City sponsored celebration on July 4-5, 2015.

*JMcK*  
Draft 2, 03/17/2015

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>3.25.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – 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 USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION FOR THE PROVISION OF CARNIVAL AMUSEMENTS ON JULY 4-5, 2015.**

**Initiator**

Department/Division	Resident Response Center	
Name/Title	Althea Bernheim	Director
Phone/email	(201) 547-4900	ABernheim@jcnj.org

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

**Resolution Purpose**

Resolution authorizing the use of competitive contracting to award a concession for the provision of Carnival Amusements on July 4-5, 2015.

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

  
**Signature of Department Director**

3/17/15  
**Date**



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

MEMORANDUM

---

TO: City Council

FROM: John McKinney, Assistant Corporation Counsel JM

DATE: 3/18/2015

SUBJECT: Concession for the provision of carnival amusements and rides at a proposed Independence Day celebration.

---

The City is about to prepare a Request for Proposals (“RFP”) under the Competitive Contracting Law, N.J.S.A. 40A:11-1 et seq. to contract with a company that can provide carnival amusements and rides for a City sponsored celebration of Independence Day on July 4-5, 2015. The City is expecting that bidders for the contract will offer to provide the service for a fee or through a revenue sharing agreement with the City.

N.J.S.A. 40A:11-4.1(j) authorizes the use of competitive contracting to award a concession contract. N.J.S.A. 40A:11-2(37) defines a concession as “the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit.” Due to the fact that the City intends for the contractor to provide amusements and rides for the City at an event that requires the endorsement of the City, the City intends to award the contract as a concession.

The Competitive Contracting Law requires the City to publicly solicit proposals for the provision of the above referenced carnival amusements and rides. Furthermore, pursuant to N.J.A.C. 5:34-9.4(d)(2), prior to commencing the procurement of any concession, the City Council must “[p]ass a resolution authorizing the procurement of a concession.” In addition, N.J.A.C. 5:34-9.1(d)(1) requires that, prior to commencing the procurement of any concession, the City Council must “[o]btain from legal counsel an opinion of the legality of procuring the concession.”

Based upon the review of the statutes and regulations governing concession contracts, it is the Law Department's opinion that a contract to provide carnival amusements and rides for the City at a City sponsored celebration of Independence Day satisfies the definition of a concession. It is expected that the contractor will provide the service for a set fee or through a revenue sharing agreement with the City based on revenues earned through the public's use of the carnival amusements and rides.



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

City Clerk File No. Res. 15.198

Agenda No. 10,0

Approved: MAR 25 2015



**RESOLUTION AUTHORIZING AN AGREEMENT WITH VERIZON TO PROVIDE  
TITLE: TELECOMMUNICATIONS SERVICES PURSUANT TO N.J.S.A. 40A:11-5(1)(f)**

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

**WHEREAS**, funding is required for the provision of VERIZON data communication services in the Calendar 2015 Fiscal Year; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(f), authorizes the City to contract without public bidding for the rendering of any service by a public utility company which is subject to the jurisdiction of the Board of Public Utilities (BPU) in accordance with tariffs and schedules of charges made, charged or extracted, and filed with the BPU; and

**WHEREAS**, Verizon is a public utility company subject to the jurisdiction of the BPU; and

**WHEREAS**, the anticipated funding required for this contract is Thirty Nine Thousand Six Hundred and Eighty Dollars per month, Four Hundred Seventy Six Thousand One Hundred Sixty (\$476,160.00) Dollars per year, of which One Hundred Sixty Four Thousand One Hundred and Seventy Five (\$164,175.00) Dollars will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et seq.; and

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

**WHEREAS**, funds in the amount of \$164,175.00 are available in Acct. No. 01-201-25-271-302.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned VERIZON be accepted and that a contract be awarded to said company in the amount of **Four Hundred Seventy Six Thousand One Hundred Sixty (\$476,160.00) Dollars**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

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

**BE IT FURTHER RESOLVED**, that this contract is awarded pursuant to N.J.S.A. 40A:11-5 (1)(f);

**BE IT FURTHER RESOLVED**, that the award of this contract shall be subject to the condition that the vendor 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 pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2015 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number 01-201-25-271-302

Department of Public Safety/Division of Communication & Technology  
P.O. # 116456 Amt. \$476,160.00

APPROVED: Jerome Cole  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel  
Certification Required   
Not Required   
**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH VERIZON TO PROVIDE TELECOMMUNICATIONS SERVICES PURSUANT TO N.J.S.A. 40A:11-5(1)(f)**

**Project Manager**

Department/Division	Communications	Public Safety
Name/Title	Robert Baker, Sr.	Fiscal Officer
Phone/email	201-547-5449	rbakersr@njcps.oeg

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

**Contract Purpose**

To provide high speed Data Network circuits to all Public Safety facilities. This system will convert cooper circuits that will be discontinued by Verizon in June of this year. Many of the existing circuits are no longer capable of supporting the amount of data and video that is currently carried by the existing circuits resulting in blackouts.

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

2015 OE \$476,160.00

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

Jan 1, 2015 thru December 31, 2015

Type of award

If "Other Exception", enter type

**Additional Information**

Verizon will no longer provide T1, Frame Relay and various cooper circuits beginning in June that are vital to the Department of Public Safety.

I certify that all the facts presented herein are accurate.

Jerome Baker  
Signature of Department Director

3/5/15  
Date



**CITY OF JERSEY CITY**  
**PUBLIC SAFETY COMMUNICATIONS CENTER**  
73-85 Bishop Street – Second Floor, Room 207  
Jersey City, NJ 07304



**Robert A. Baker, Sr.**  
**Fiscal & Operations Officer**

**PHONE:** (201) 547-5449  
**FAX:** (201) 547-5214  
**Email:** [rbakersr@njcps.org](mailto:rbakersr@njcps.org)

---

**TO:** City Council

**FROM:** Robert Baker, Sr.

**DATE:**

**SUBJECT:** Verizon

---

**COST**

2015 \$476,160.00

This contract is for the high speed, high bandwidth data network for the Department of Public Safety. In February of 2014 a meeting was held at Bishop Street with Verizon, City IT and Public Safety over mandatory changes in service with Verizon. We were informed that in June 2015 many circuits used by the city would be discontinued. We would be forced to find an alternate vendor or migrate to the terms of the existing State Contract with Verizon. In order to prevent issues with public safety and maintain priority restoration of service during a disaster the system was migrated. This includes all Police, Fire, OEM and Parking Enforcement circuits.

This contract is paid in monthly payments of \$39,680

JCPS EVPL Bandwidth Requirements

Site Name	Location	Proposed Bandwidth	Facility	ACCES MRC	VLAN TO BISHOP 1 100M OR 20M	VLAN TO BISHOP 2 20M or 2M	VLAN TO JACKSON 20M or 2M	VLAN TO 715 SUMMIT 20M or 2M	TOTAL MRC
JCPS HQ	75 Bishop St	1000M	FIBER	\$ 1,110.00	N/A	N/A	N/A	N/A	\$ 1,110.00
JCPS HQ	75 Bishop St	1000M	FIBER	\$ 1,110.00	N/A	N/A	N/A	N/A	\$ 1,110.00
Fire Dept.									\$ -
Engine Co 2	160 Grand, JC 07302	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Engine Co 5	355 Newark, JC 07302	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Engine Co 10	283 Halladay, JC 07304	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
	398 MLK, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Fire HQ	465 Marin Blvd, JC 07302	100M	FIBER	\$ 1,110.00	\$ 315.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 2,010.00
Engine Co 5	465 Marin Blvd, JC 07302	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Engine Co 8	14-16 Orient, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Engine Co 13	152 Linden, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Engine Co 19	2 Bergen, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Engine Co 22	468 Ocean, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
FD/PD Backup	715 Summit, JC 07306	1000M	FIBER	\$ 1,110.00	\$ 315.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 2,010.00
Engine Co 7	715 Summit, JC 07306	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Engine Co 11	152 Lincoln, JC 07307	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Marine 1	196 Audrey Zapp, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Engine Co 9	697 Bergen, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Engine Co 15	200 Sip, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Engine Co 17	255 Kearney, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Rescue 1	582 Communipaw, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Gong Club	244 Bgy	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
FD Training	46 State St.	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Police Dept.									\$ -
PD HQ	1 JSQ, JC 07304	100M	FIBER	\$ 1,110.00	\$ 315.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 2,010.00
Beacon	50 Baldwin, JC 07304	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
East District	207 7th, JC 07302	100M	Fiber	\$ 1,110.00	\$ 315.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 2,010.00
Motor Cycle Div	100 Clifton, NJ 07304	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Newport Center	525 Washington, JC 07310	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
BCI	365 Summit, JC 07305	100M	FIBER	\$ 1,110.00	\$ 315.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 2,010.00
North District	282 Central, JC 07307	100M	FIBER	\$ 1,110.00	\$ 315.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 2,010.00
South District	191 Bergen, JC 07305	100M	FIBER	\$ 1,110.00	\$ 315.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 2,010.00
Juvenile	139 Cator, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Pistol Range	1300 West Side, JC 07306	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
New West District	1 Jackson, JC	1000M	FIBER	\$ 1,110.00	\$ 315.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 2,010.00
Training Center	15 East Linden, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Emergency Squad	13 Linden, JC 07305	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
Parking Authority	394 Central, JC 07307	10M	Copper	\$ 590.00	\$ 50.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 745.00
OEM	715 Summit, JC 07306	100M	FIBER	\$ 1,110.00	\$ 315.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 2,010.00

Need all sites to communicate with 75 Bishop, 715 Summit, 1 Jackson  
Addresses in Bold where not on the Verizon sheet and need to be added.

\$ 39,680.00

## DETERMINATION OF VALUE CERTIFICATION

James Shea., of full age, hereby certifies as follows:

1. I am the Director of Public Safety of the City of Jersey City.
2. Attached to this Certification is a Resolution for service and maintenance for the Data Network utilized by Public Safety (Divisions of Fire, Police & Parking Enforcement).
3. The term of the contract is January 1, 2015 to December 31, 2015.
4. The amount of the contract is \$476,160.00 per year which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the Foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

3/5/15

  
\_\_\_\_\_  
James Shea, Director

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

City Clerk File No. Res. 15.199

Agenda No. 10.P

Approved: MAR 25 2015

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY) INTRADO VIPER E-9-1-1 SYSTEM WITHOUT PUBLIC BIDDING**

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

**WHEREAS**, funds must be allocated for the maintenance of the Public Safety Intrado Viper E-9-1-1 System; and

**WHEREAS**, this equipment utilizes proprietary hardware and software; and

**WHEREAS**, the City of Jersey City (City) has received a proposal from Viper Communications in the total amount of One Hundred Forty One Thousand Three Hundred (\$141,300.00) Dollars a year period beginning March 1, 2015 – March 1, 2016; and

**WHEREAS**, Viper Communications has specific knowledge of the Intrado Viper E-9-1-1 System having worked on this system in the past lending it the ability to rapidly diagnose and correct deficiencies; and

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

**WHEREAS**, funds in the amount of \$141, 300.00 are currently available in the Temporary 2015 budget of Account No. 15- 01-201-25-271-310; and

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

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

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

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

**WHEREAS**, Viper Communications has submitted its certification of compliance with the City's Contractor Pay to Play reform ordinance adopted on September 3, 2008; and

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

TITLE: **MAR 25 2015**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS & TECHNOLOGY) INTRADO VIPER E-9-1-1 SYSTEM WITHOUT PUBLIC BIDDING**

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

1. A one year contract is awarded to Viper Communications in the amount of One Hundred Forty One Thousand Three Hundred (\$141,300.00) Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Viper Communications provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 year permanent budget;
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of compliance with the city's contractor pay-to play reform ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for payment of the above resolution in Account No. 15-01-201-25-271-310

Acct. No. 15-01-201-25-271-310

P.O.# 116311

Amount \$141,300.00

APPROVED: [Signature]

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 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) INTRADO VIPER E-9-1-1 SYSTEM WITHOUT PUBLIC BIDDING**

**Project Manager**

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

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

**Contract Purpose**

Support and maintenance of the Intrado Viper 911system vital to Public Safety.

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

2015 OE \$141,300.00

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

March 1, 2015 thru March 1, 2016

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/9/15  
Date





**CITY OF JERSEY CITY**  
**PUBLIC SAFETY COMMUNICATIONS CENTER**  
73-85 Bishop Street – Second Floor, Room 207  
Jersey City, NJ 07304



**Robert A. Baker, Sr.**  
**Fiscal & Operations Officer**

**PHONE:** (201) 547-5449  
**FAX:** (201) 547-5214  
**Email:** [rbakersr@njcps.org](mailto:rbakersr@njcps.org)

---

**TO:** City Council

**FROM:** Robert Baker, Sr.

**DATE:**

**SUBJECT:** VIPER 911

---

**COST**

2013	\$141,300.00
2014	\$141,300.00
2015	\$141,300.00

This contract provides maintenance and service for the Viper Intrado 911 system utilized by the Department of Public Safety. Viper Communications employs certified technicians for this system.


This contract is paid in 4 quarterly payments of \$7,666.50

## DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Viper Communications to provide the City with maintenance and support for the Intrado Viper E-911 system.
3. The term of the contract is one year effective as of March 1, 2015.
4. The amount of the contract is \$141,300.00 per year which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 3/9/15

  
James Shea, Director of Public Safety



# VIPER COMMUNICATIONS

## Telecommunications Equipment Maintenance and Support -Agreement-

<b>Seller:</b> Viper Communications 211-K Gates Road Little Ferry, NJ 07643	<b>Customer:</b> Jersey City Public Safety Department 75 Bishop Street Jersey City, NJ 07304
<b>Coverage Type:</b> <input checked="" type="checkbox"/> FULL COVERAGE of INTRADO VIPER 911 SYSTEM (excludes wireless handsets) <input type="checkbox"/> SWITCH AND VOICEMAIL COVERAGE (excludes all handsets) <input type="checkbox"/> REMOTE SUPPORT AND MONITORING ONLY (all parts and onsite labor are billable)	
<b>Coverage Hours:</b> <input checked="" type="checkbox"/> 24x7 24 hours a day - 7 days a week <input type="checkbox"/> 8x5 8:00 a.m. - 5:00 p.m. CST Monday - Friday	
<b>Price:</b> Seller shall provide Customer services under the Terms and Conditions of the Agreement in consideration of a quarterly payment of Thirty-Five Thousand Three hundred Twenty-Five Dollars and Zero Cents (\$35,325.00) <del>of</del> an annual pre-payment of One Hundred Forty-One Thousand Three Hundred Dollars and Zero Cents (\$141,300.00). Annual pre-payment includes a 5% discount.	
<b>Coverage Start Date:</b> Coverage Term begins on: March 1st, 2015	
<b>Coverage Terms:</b> This Agreement is made by and between the Seller and Customer for an initial Coverage Term of Thirty-Six (36) months, and shall automatically renew at the end of the Coverage Term for successive Coverage Terms of twelve (12) months unless explicitly cancelled by the Seller or Customer, in writing, at least thirty (30) days prior to expiration of the current Coverage Term.	
<b>Covered Equipment:</b> Coverage is limited to the hardware and software listed in the "Covered Equipment" Chart.	
<b>Coverage Includes:</b> <ul style="list-style-type: none"> <li>- FREE Initial Site Visit and Equipment Inspection</li> <li>- FREE Help Desk Support</li> <li>- FREE 24x7 Alarm Monitoring, Diagnostics and Trouble-Shooting</li> <li>- FREE Annual Preventative Maintenance Visits (PMVs)*</li> <li>- FREE Spare Parts Kit*</li> <li>- FREE Carrier Support*</li> <li>- FREE Installation of an Uninterruptible Power Supply (UPS)*</li> <li>- FREE Carrier Service Evaluation</li> <li>- GUARANTEED 2 Hour Response Time (During Coverage Hours)</li> </ul>	

### Terms & Conditions:

Viper Communications (Seller) agrees to provide the Customer the following maintenance and support services:

#### 1. Service:

- A. Provide all parts and labor to repair or replace Covered Equipment during the Term of the Agreement.
- B. Provide a toll-free hotline to report service issues, available 24 hours a day, 365 days a year.
- C. Provide unlimited remote support and trouble-shooting of Covered Equipment from 8:00 a.m. - 5:00 p.m. CST, Monday - Friday, excluding the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Reg # 0169112

211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

D. Dispatch a technician to the Customer site during Coverage Hours to repair or replace defective Covered Equipment if the problem cannot be resolved via remote support. Excludes the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

E. Response time is guaranteed for the following types of outages:

i. Major Outage: 25% trunk or station port outage; 25% or more voicemail outage; attendant console outage- a technician will be dispatched within two (2) coverage hours and will be onsite within an additional two coverage hours.

ii. Non-major Outage: all other outages or problems covered under this Agreement- a technician will be dispatched within eight (8) coverage hours and will be onsite within an additional eight (8) coverage hours.

F. Customer may request services, products, and onsite labor not included in this Agreement. All services, products, and onsite labor not included in this Agreement shall be billed to the Customer on a "Time & Materials" basis.

G. Restore covered telephony and voicemail functions with Customer's licensed copies of operational software and most recent data files and backup files. Seller is not responsible for the loss or corruption of Customer's software, data files or backup files.

Reprogramming without the Customer's licensed software and backups files will be done at Viper Communications posted programming rates.

H. Any and all equipment removed by Viper Communications or its subcontractors, third-party vendors or suppliers during the fulfillment of this Agreement shall become the property of Viper Communications.

## 2. Conditions

A. Viper Communications reserves the right to perform an inspection of Customer's equipment prior to commencement of this Agreement to ensure: all Covered Equipment is installed in accordance with manufacturer's specifications; all Covered Equipment is functioning according to manufacturer's specification; Covered Equipment is installed in a satisfactory, controlled environment.

B. Customer is responsible for providing continuous, properly grounded power to Covered Equipment. Covered Equipment must be powered through an Uninterruptible Power Supply (UPS) of proper voltage and sufficient wattage capacity. Outages and/or damage to Covered Equipment caused by power surges are not covered by this Agreement.

C. Customer is solely responsible for providing continuous carrier service. Outages to Covered Equipment caused by Customer's carrier are not covered by this Agreement. Damage to the Covered Equipment caused by the carrier are not covered by this Agreement.

D. Customer must provide an uninterrupted dedicated trunk line for the Seller's remote access to each phone system(s) and voicemail server(s) covered under this Agreement.

E. Customer must provide constant physical access to, and work space around, all Covered Equipment, sufficient for the maintenance, repair and replacement of a Covered Equipment.

F. Customer shall provide copies of all licensed software and regularly scheduled backup files necessary to properly maintain, repair or replace Covered Equipment.

G. Customer shall authorize Viper Communications to engage Avaya Communications for any services required for the execution of Viper Communications's responsibilities under this Agreement. Viper Communications agrees to reimburse Customer for all expenses incurred by Avaya Communications for services explicitly authorized by Viper Communications.

H. Customer agrees to allow Viper Communications (Seller) to contract subcontractors, third-party vendors and suppliers who may be used from time-to-time to service Customer's equipment in accordance with Seller's responsibilities under this Agreement. Viper Communications shall directly reimburse subcontractors, third-party vendors and suppliers for their services and products explicitly authorized by Viper Communications.

## 3. Exclusions

A. Viper Communications does not cover damage to Covered Equipment caused by, and accepts no liability for:

i. The actions of persons not authorized by Viper Communications to perform services on Covered Equipment

ii. The attachment of equipment not authorized by Viper Communications to Covered Equipment

iii. The installation of software not authorized by Viper Communications to Covered Equipment

iv. The misuse, abuse, or neglect of Covered Equipment by Customer, Customer's employees, Customer's agents, or any other persons operating the Covered Equipment.

v. Failure of the Customer to provide Viper Communications and its representatives sufficient and timely access.

vi. Acts of God, forces of nature, acts of terrorism, acts of public enemies, criminal acts, war, military action, acts of civil or law enforcement officials, fire, explosion, pest or rodent damage, labor disputes including strikes, water damage including flooding and/or leaks, inability to secure and deliver materials due to shortages, fuel or energy shortages, the acts or failures of Customer's carrier service providers, unauthorized use of Covered Equipment or other products, and any other conditions that are beyond the control of Viper Communications

vii. Lightning strikes, power surges and surges over carrier lines

B. Damage to Covered Equipment caused by or attributed to carrier service issues is not covered.

C. Damage to Covered Equipment and outages caused by other network equipment (including data networks, close circuit networks, and any outside utility networks) connected to the Covered Equipment is not covered in this Agreement.

D. This Agreement does not include: moving existing equipment, installation of new equipment, wiring new stations or trunk ports, or reprogramming of Covered Equipment. Customer agrees to contact Viper Communications seven (7) days prior to moving the PBX, voicemail server, power supply and related equipment.

Req# 0169112

211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

E. Wireless handsets, chargers, batteries, doorbells, door buzzers, door openers, paging systems, intercoms, external speakers, external ringers, loud speakers, demarcation terminals, carrier equipment, phone jacks and wiring are specifically excluded from coverage unless specifically described in the Covered Equipment Chart.

**4. Payment:**

- A. Customer agrees to pay all fees included in this Agreement.
- B. Monthly invoices are sent on the first day of each month of coverage, and are due within thirty (30) days of the invoice date. Cash, check, and supported credit cards are acceptable forms of payment.
- C. Annual pre-paid invoices are generated on the first day of coverage and are due within thirty (30) days of the invoice date. Annual pre-paid invoices are discounted 5% when paid within thirty (30) days of the start of service. The 5% discount is removed if the payment is not received by Viper Communications within thirty (30) days of the invoice date.
- D. Customer agrees to pay all applicable Federal, State, and municipal taxes, unless a tax-exempt certification is filed with Viper Communications by the Start Date.

**5. Termination of Agreement by Customer Default:**

- A. Customer is in default, and Viper Communications reserves the right to terminate this Agreement, if:
  - i. Customer fails to pay a monthly or annual pre-paid invoice under the terms of this Agreement;
  - ii. Customer fails to observe any of the conditions of this Agreement;
  - iii. Customer significantly alters the phone system, voicemail or handsets from that which is listed in the Covered Equipment Chart without notifying Viper Communications, including but not limited to: adding trunk ports, adding station ports, adding handsets, adding licensing of any kind, adding components, adding connected equipment or servers, reducing components, reducing power supply redundancy, upgrading the phone system or software release, changing voicemail platforms, moving the phone system, moving the voicemail, moving the UPS, eliminating the UPS, or any other change to the Covered Equipment in this Agreement.
  - iv. Customer contracts any vendor not authorized by Viper Communications to maintain and support the equipment listed in the Covered Equipment Chart.
- B. Customer is responsible for all administrative fees, attorney's fees, and court costs incurred by Viper Communications in the collection of delinquent payments, late fees and early termination fees as set forth in 6 (B).

**6. Early Termination by the Customer:**

- A. Customer may terminate this Agreement at any time prior to the Start Date without penalty, less any the balance of any unpaid expenses incurred by Viper Communications. Any payments made toward this Agreement will be first applied to any outstanding balances Customer has with Viper Communications. Any remaining credit will be returned to the Customer within thirty (30) days. Credit balances under \$1000.00 will be returned in the form of original payment. Credit balances of \$1000.01 or more will be returned by check, via regular U.S. mail.
- B. After the Start Date, Customer may voluntarily cancel this Agreement at any time, subject to an Early Termination Penalty. Early Termination Penalty is defined as the lesser of twelve (12) months service under this Agreement, or the sum of charges for all periods remaining in this Agreement, less any expenses incurred by Viper Communications.

**7. Ownership of Equipment and Software Licenses**

- A. Customer hereby attests to be the legal owner (by outright ownership or third-party lease/financial agreement) or licensed end-user of all Covered Equipment, software licenses, and user licenses.
- B. Customer also attests that ownership of all Covered Equipment, software licenses and user licenses is free of any liens or legal attachment which may obstruct Viper Communications from properly servicing this Agreement.
- C. Customer assumes all liabilities (financial and otherwise) and holds Viper Communications harmless in any conflicts which may arise from the Customer's misuse of Covered Equipment and licenses.

**8. General Provisions:**

- A. Any modification, supplement or waiver of any part of this Agreement must be expressly approved in writing by an authorized representative of both the Seller and the Customer.
- B. Neither party may assign this Agreement to another party without the prior express written consent of the other party. Such assignment may not be unreasonably withheld when sufficient notice is given. Failure of a party to respond to notice of assignment may not be construed as approval of assignment by the other party.
- C. If either party to this Agreement fails to exercise their rights or seek remedy under this Agreement or the law, that failure may not be construed as a waiver of any rights or the right to seek remedy.
- D. This Agreement is governed by the laws of The State of New Jersey.
- E. If any provision of this Agreement is deemed to be unenforceable under Federal, State or local laws, that provision will then be divisible in accordance with applicable law. All other provisions shall remain in effect unless mutually agreed to by both parties.

**9. Dispute Arbitration:**

Reg # 0169112

211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

A. All unresolved disputes between the parties to this Agreement shall be resolved as follows: a single professional arbitrator shall conduct binding good-faith arbitration, governed by the laws of the Federal Arbitration Act of the U.S.C. Each party shall bear the costs of it's own attorney's fees and other legal fees. All claims against Viper Communications related to this Agreement must be filed within twelve (12) months of the cause of the claim. Written notice of the claim must be submitted in writing to Viper Communications within said twelve (12) month period.

10. Notice and Mailing Address:

A. Payments, written notices and any other information sent to Viper Communications related to this Agreement should be sent by certified mail (with return receipt) to the following address:

Viper Communications  
2625 South Greeley Street, suite 200  
Milwaukee, WI 53207

This Agreement is considered executed upon signature of the Seller and Customer

Seller:

Viper Communications

*Christopher M. Fisher*

Authorized Signature

Christopher M. Fisher

Print Name

Support Services Manager

Title

November 25th, 2014

Date

Customer:

Jersey City Public Safety Department

Authorized Signature

Print Name

Title

Date

211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

Req # 0169112

**Covered Equipment Chart**

<b>CUSTOMER NAME:</b>		Jersey City Public Safety Department	
<b>ADDRESS:</b>		75 Bishop Street	
<b>CITY, STATE, ZIP:</b>		Jersey City, NJ 07304	
<b>SOLD TO NUMBER:</b>		<b>COVERAGE START DATE:</b>	3/1/2015
QTY	ITEM NUMBER	DESCRIPTION	
6		Positron Gateway Shelf	
6		Positron CAMA Interface Module	
1		Positron Primary Backroom Server	
1		Positron Primary VoIP Soft Switch	
12		Positron Admin Interface Module	
4		24 Port Switch	
1		7' Viper IT Cabinet	
1		1-unit Keyboard/LCD/8-port KVM	
33		Backroom Positron Access License	
31		PBX Access License	
31		Positron VIPER Intergrated Automatic Call Distribution Agent	
1		VIPER Monitor	
2		48volt Power Supply, DC	
2		Power Supply (module only)	
1		Positron Backroom Server (secondary)	
1		Positron Soft Switch (secondary)	
31		Positron VIPER Enabling Kit	
2		Gateway Access License (per chassis)	
2		Gateway Chassis (single AC power supply)	

Req # 0169112

211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

2	Gateway AC Power Supply
4	Gateway T1 Module 1 span
	<b>NETCLOCK TIME SYNC</b>
1	Netclock GPS Command Center Package
1	Ehernet Time Server
	<b>POWER 911 SOFTWARE</b>
31	Power 911 V5.1 Client Access License (CAL)
31	Power 911 Server Access License (SAL)
1	Power 911 Version 5.1 Media
31	Power 911 Add-on Recorder for Radio.
1	Positron XDC V2.0 Server License File
31	Positron XDC V2.0 Client License File
31	IWS G2 Workstation- Configuration & Software
1	IWS G2 Object Server- Configuration & Software
1	IWS G2 Server- Configuraton & Software
	<b>POWER MAP SOFTWARE</b>
34	Power MAP 3.2 Standard License
32	Power MAP/Pictometry Interface
1	ESRI ArcGIS 9.2 For editing ESRI Shape Files
	<b>POWER IWS HARDWARE</b>
32	IWS G2 Workstation Computer (no monitor)
31	Dual Video Card
1	IWS G2 Quad Video Card
32	1TB External Hard Disk/Pictometry
30	19" LCD Monitor (PMAP)
30	VGA Monitor Extension Cable
60	Keyboard/Mouse Extension Cable
30	PC Speakers Extension Cable
30	IWS External Keypad Model 623
1	IWS G2 Object Server Rack Mount
1	IWS G2 Server (16-30 position), Rack Mount
1	IWS G2 Server Tape Backup System
1	IWS G2 Server Redundant Disk Array (16-30 position)
8	IWS External Modem
1	IWS Communications Server for XDC, rackmount
1	IWS Serial Port Expansion (8-port)
1	Power MIS- G2 Advanced Server (16-30 position)
1	IWS G2 Server Redundant Disk Array
	<b>POWER MIS SOFTWARE</b>
1	Power MIS 4.0 Software & Documentation
4	Power MIS 4.0 Additional Client License
30	Power MIS 4.0 Data License
1	IWS G2 Server- Configuration & Software
1	Additional BackUpExec SQL Agent
	<b>SENTRY SYSTEM MONITOR &amp; MANAGEMENT</b>
31	License
4	Positron Sentry IWS Server Access License
8	Positron Sentry IP (SNMP) Client Access License
1	Sentry Server Console V2.0
	<b>PERIPHERAL HARDWARE</b>
1	Alarm Panel
1	Serial Printer
1	Laser Printer
1	Color Laser Printer



Req # 0169112

211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

<b>COVERAGE:</b>	24x7 FULL COVERAGE
<b>PRICE:</b>	\$35,325.00/quarter -or- \$141,300.00/year (incl. 5% annual pre-paid discount)

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Jody Gonzales, President

Representative's Signature: Jody Gonzales

Name of Company: Viper Communications, LLC

Tel. No.: 973-384-1581 Date: 12/11/14

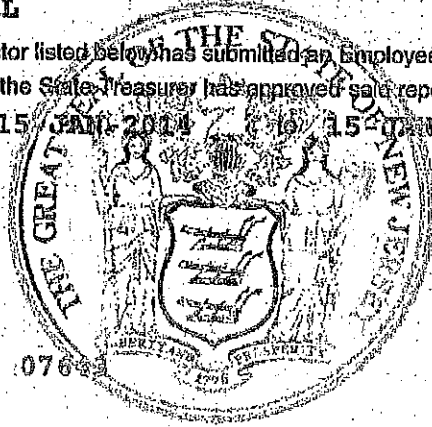
# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## 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 2014 to 15 JAN 2021.

VIPER COMMUNICATIONS  
211- K GATES ROAD  
LITTLE FERRY

NJ 07643



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Viper Communications LLC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>11 A Commerce Way</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Totowa, New Jersey 07512</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property; cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Jody Gonzalez</i>	Date ▶ <i>12/1/14</i>
------------------	---	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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: Viper Communications, LLC  
11 A Commerce Way, Totowa, Bergen County, NJ, 07512  
Street City County State Zip Code

12 Total Current Employees at Viper Communications, LLC

JOB CATEGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1	✓					1					
PROFESSIONALS	1				✓							✓
TECHNICIANS	1					✓						
SALES WORKERS	1		✓									
OFFICE & CLERICAL	0						2					✓
CRAFTWORKERS	0						1		✓			
OPERATIVES	2	✓	✓									
LABORERS	0											
SERVICE WORKERS	2											
TOTAL	8					✓	4					

I certify that the information on this Form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type) Jody Gonzales SIGNATURE Jody Gonzales DATE SUBMITTED 12/1/14

LAST FIRST MI ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)

Gonzales Jody L 11 A Commerce Way Totowa NJ 07512 973-304-1581

\*\*\*\*\*

**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: Judy Gonzales, President  
Representative's Signature: Judy Gonzales  
Name of Company: Viper Communications, LLC  
Tel. No.: 973-304-7581 Date: 12/1/14

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

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

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

Business Name: Viper Communications, LLC  
Address: 11 A Commerce Way Totawa NJ 07512  
Telephone No.: 973 304 1581  
Contact Name: Jody Gonzales

Please check applicable category:

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

**Definitions  
Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 882  
TRENTON, N.J. 08646-0882

TAXPAYER NAME:  
VIPER COMMUNICATIONS LLC

ADDRESS:  
11A COMMERCE WAY  
TOTOWA NJ 07812  
EFFECTIVE DATE:

02/27/08

TRADE NAME:  
SIPTRIA

SEQUENCE NUMBER:  
1302168

ISSUANCE DATE:  
04/17/14

*James J. [Signature]*  
Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

01-04-08



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

**Part I – Vendor Affirmation**

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Jody Gonzales	11 Barbara Ln Oakland NJ 07436
Nigel Skinner	Swanscoe Hall, Rainow, Cheshire, SK10 5SZ

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Viper Communications, LLC  
 Signed: Jody Gonzales Title: President  
 Print Name: Jody Gonzales Date: 12/1/14

Subscribed and sworn before me this <u>1</u> day of <u>December 2014</u>  My Commission expires:	PENELOPE J. FERNANDEZ NOTARY PUBLIC OF NEW JERSEY My Commission Expires 4/29/2019	<u>Jody Gonzales</u> (Affiant) <u>Jody Gonzales President</u> (Print name & title of affiant) (Corporate Seal)
---	---	---



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Jody Gonzales	Name: Nigel Skinner
Home Address: 11 Barbara Ln Oakland NJ 07436	Home Address: Swanscoe Hall Rainow, cheshire SK10 5SZ
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 1 day of December 2014.

PENELOPE J. FERNANDEZ  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 4/20/2019

My Commission expires:

Jody Gonzales  
(Affiant)  
Jody Gonzales, President  
(Print name & title of affiant)

(Corporate Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 23, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Viper Communications (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 01/01/2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Viper Communications (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Viper Communications LLC

Signed: Jody Gonzalez Title: President

Print Name: Jody Gonzalez Date: 1/7/2015

Subscribed and sworn before me  
this 2 day of 01, 2015.

My Commission expires:

Jody Gonzalez  
(Affiant)  
Jody Gonzalez President  
(Corporate Seal)

**PENELOPE J. FERNANDEZ**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires 4/22/2019

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Viper Communications, LLC

SIGNATURE: Jody Gonzalez DATE: 1, 7, 2015

PRINT NAME: Jody Gonzalez TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Jody Gonzales	11 Barbara Ln. Oakland NJ	51
Nigel Skinner	Sharscoe Hall, Rainan, Cheshire, SK10 0NE, UK	49

SIGNATURE: \_\_\_\_\_

TITLE: Jody Gonzales President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

*[Signature]* 1<sup>st</sup> OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

**PENELOPE J. FERNANDEZ**

NOTARY PUBLIC OF

**NOTARY PUBLIC OF NEW JERSEY**

MY COMMISSION EXPIRES: 20

**My Commission Expires 4/20/2010**

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY

I certify that I am President/owner  
of the firm of Viper Communications, LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52:34-25)

(Signature of respondent) Jody Gonzalez

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY January 1st OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20

[Signature]

PENELOPE J. FERNANDEZ  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 4/29/2019

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

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

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

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

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

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jody Gonzales / President

Representative's Signature: Jody Gonzales

Name of Company: Viper Communications, LLC

Tel. No.: 973-304-1581 Date: 1/7/15



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

City Clerk File No. Res. 15.200

Agenda No. 10.Q

Approved: MAR 25 2015

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE PUBLIC SAFETY (POLICE) AVAYA PHONE SYSTEM WITHOUT PUBLIC BIDDING**



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

**WHEREAS**, there exists a need to Support and Maintain the Avaya Phone System for the Department of Police; and

**WHEREAS**, this equipment utilizes proprietary hardware and software; and

**WHEREAS**, the City of Jersey City (City) has received a proposal from Viper Communications in the total amount of Thirty Thousand Six Hundred and Sixty Six (**\$30,666.00**) Dollars beginning March 1, 2015 – March 1, 2016; and

**WHEREAS**, Viper Communications, has agreed to and has the specific ability to support the Department of Police Avaya Phone System with regard to its integration with the Intrado/Positron Viper E-9-1-1 system and the detailed requirements of said integration; and

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

**WHEREAS**, funds in the amount of **\$30, 666.00** are currently available in the Temporary 2015 budget of **Account No. 15- 01-201-25-271-310**; and

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

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

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

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

**WHEREAS**, Viper Communications has submitted its certification of compliance with the City's Contractor Pay to Play reform ordinance adopted on September 3, 2008; and

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

**MAR 25 2015**

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE PUBLIC SAFETY (POLICE) AVAYA PHONE SYSTEM WITHOUT PUBLIC BIDDING**

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

1. A one year contract is awarded to Viper Communications in the amount of Thirty Thousand Six Hundred and Sixty Six (\$30,666.00) Dollars and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Viper Communications provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 year permanent budget;
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of compliance with the city's contractor pay-to play reform ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for payment of the above resolution in Account No. **15-01-201-25-271-310**

Acct. No.	P.O.#	Amount
15-01-201-25-271-310.	116388	\$30,666.00

APPROVED: *Jerome Cole*  
 APPROVED: *[Signature]*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*[Signature]*  
 Corporation Counsel  
 Certification Required   
 Not Required   
**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

*[Signature]*  
Rolanro R. Lavarro, Jr., President of Council

*[Signature]*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH VIPER COMMUNICATIONS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE PUBLIC SAFETY (POLICE) AVAYA PHONE SYSTEM WITHOUT PUBLIC BIDDING**

**Project Manager**

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

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

**Contract Purpose**

Provide the Department of Public Safety (Police) repairs and maintenance for the AVAYA phone network.

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

2015 Operating Expenses \$30,666.00

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

March 1, 2015 thru March 1, 2015

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Jerome Cole  
Signature of Department Director

2/5/15  
Date



***CITY OF JERSEY CITY***  
**PUBLIC SAFETY COMMUNICATIONS CENTER**  
73-85 Bishop Street – Second Floor, Room 207  
Jersey City, NJ 07304



**Robert A. Baker, Sr.**  
**Fiscal & Operations Officer**

**PHONE:** (201) 547-5449  
**FAX:** (201) 547-5214  
**Email:** [rbakersr@njcps.org](mailto:rbakersr@njcps.org)

---

**TO:** City Council

**FROM:** Robert Baker, Sr.

**DATE:**

**SUBJECT:** AVAYA

---

**COST**

2013	\$26,106.00
2014	\$26,106.00
2015	\$30,666.00

This contract provides maintenance and service for the AVAYA phone system utilized by the Department of Public Safety.

This contract is paid in 4 quarterly payments of \$7,666.50

## DETERMINATION OF VALUE CERTIFICATION

James Shea., of full age, hereby certifies as follows:

1. I am the Director of Public Safety of the City of Jersey City (Division of Police).
2. Attached to this Certification is a Resolution for maintenance and repairs to the AVAYA phone system utilized by the Jersey City Police Department.
3. The term of the contract is March 1, 2015 to March 1, 2015.
4. The amount of the contract is \$30,666.00 per year which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the Foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

3/5/15

  
James Shea, Director

Reg# 0169110

Viper Communications  
211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

# VIPER COMMUNICATIONS

## Telecommunications Equipment Maintenance and Support -Agreement-

<b>Seller:</b> Viper Communications 211-K Gates Road Little Ferry, NJ 07643	<b>Customer:</b> Jersey City Police Department 75 Bishop Street Jersey City, NJ 07302
<b>Coverage Type:</b> X : FULL COVERAGE INCLUDING: PBX, VOICEMAIL, & HANDSETS (excludes wireless handsets) SWITCH AND VOICEMAIL COVERAGE (excludes all handsets) REMOTE SUPPORT AND MONITORING ONLY (all parts and onsite labor are billable)	
<b>Coverage Hours:</b> 24x7 24 hours a day - 7 days a week X 8x5 8:00 a.m. - 5:00 p.m. CST Monday - Friday	
<b>Price:</b> Seller shall provide Customer services under the Terms and Conditions of the Agreement in consideration of a monthly payment of Two Thousand Six Hundred Ninety Dollars and Zero Cents (\$2,690.00) -or- an annual pre-payment of Thirty Thousand Six Hundred Sixty-Six Dollars and Zero Cents (\$30,666.00). Annual pre-payment includes a 5% discount.	
<b>Coverage Start Date:</b> Coverage Term shall begin March 1st, 2015	
<b>Coverage Terms:</b> This Agreement is made by and between the Seller and Customer for an initial Coverage Term of Thirty-Six (36) months, and shall automatically renew at the end of the Coverage Term for successive Coverage Terms of twelve (12) months unless explicitly cancelled by the Seller or Customer, in writing, at least thirty (30) days prior to expiration of the current Coverage Term.	
<b>Covered Equipment:</b> Coverage is limited to the hardware and software listed in the "Covered Equipment" Chart.	
<b>Coverage Includes:</b> - FREE Initial Site Visit and Equipment Inspection - FREE Help Desk Support - FREE 24x7 Alarm Monitoring, Diagnostics and Trouble-Shooting - FREE Annual Preventative Maintenance Visits (PMVs)* - FREE Spare Parts Kit* - FREE Carrier Support* - FREE Installation of an Uninterruptible Power Supply (UPS)* - FREE Carrier Service Evaluation - GUARANTEED 2 Hour Response Time (During Coverage Hours)	

### Terms & Conditions:

Viper Communications (Seller) agrees to provide the Customer the following maintenance and support services:

#### 1. Service:

- Provide all parts and labor to repair or replace Covered Equipment during the Term of the Agreement.
- Provide a toll-free hotline to report service issues, available 24 hours a day, 365 days a year.
- Provide unlimited remote support and trouble-shooting of Covered Equipment from 8:00 a.m. - 5:00 p.m. CST, Monday - Friday, excluding the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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Viper Communications  
211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

D. Dispatch a technician to the Customer site during Coverage Hours to repair or replace defective Covered Equipment if the problem cannot be resolved via remote support. Excludes the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

E. Response time is guaranteed for the following types of outages:

i. Major Outage: 25% trunk or station port outage; 25% or more voicemail outage; attendant console outage- a technician will be dispatched within two (2) coverage hours and will be onsite within an additional two coverage hours.

ii. Non-major Outage: all other outages or problems covered under this Agreement- a technician will be dispatched within eight (8) coverage hours and will be onsite within an additional eight (8) coverage hours.

F. Customer may request services, products, and onsite labor not included in this Agreement. All services, products, and onsite labor not included in this Agreement shall be billed to the Customer on a "Time & Materials" basis.

G. Restore covered telephony and voicemail functions with Customer's licensed copies of operational software and most recent data files and backup files. Viper Communications (Seller) is not responsible for the loss or corruption of Customer's software, data files or backup files. Reprogramming without the Customer's licensed software and backups files will be done at Viper Communication's posted programming rates.

H. Any and all equipment removed by Viper Communications (Seller) or it's subcontractors, third-party vendors or suppliers during the fulfillment of this Agreement shall become the property of Viper Communications.

## 2. Conditions

A. Viper Communications reserves the right to perform an inspection of Customer's equipment prior to commencement of this Agreement to ensure: all Covered Equipment is installed in accordance with manufacturer's specifications; all Covered Equipment is functioning according to manufacturer's specification; Covered Equipment is installed in a satisfactory, controlled environment.

B. Customer is responsible for providing continuous, properly grounded power to Covered Equipment. Covered Equipment must be powered through an Uninterruptible Power Supply (UPS) of proper voltage and sufficient wattage capacity. Outages and/or damage to Covered Equipment caused by power surges are not covered by this Agreement.

C. Customer is solely responsible for providing continuous carrier service. Outages to Covered Equipment caused by Customer's carrier are not covered by this Agreement. Damage to the Covered Equipment caused by the carrier are not covered by this Agreement.

D. Customer must provide an uninterrupted dedicated trunk line for the Seller's remote access to each phone system(s) and voicemail server(s) covered under this Agreement.

E. Customer must provide constant physical access to, and work space around, all Covered Equipment, sufficient for the maintenance, repair and replacement of a Covered Equipment.

F. Customer shall provide copies of all licensed software and regularly scheduled backup files necessary to properly maintain, repair or replace Covered Equipment.

G. Customer shall authorize Viper Communications to engage Avaya Communications for any services required for the execution of Viper Communications responsibilities under this Agreement. Viper Communications agrees to reimburse Customer for all expenses incurred by Avaya Communications for services explicitly authorized by Viper Communications.

H. Customer agrees to allow Viper Communications (Seller) to contract subcontractors, third-party vendors and suppliers who may be used from time-to-time to service Customer's equipment in accordance with Seller's responsibilities under this Agreement. Viper Communications shall directly reimburse subcontractors, third-party vendors and suppliers for their services and products explicitly authorized by Viper Communications.

## 3. Exclusions

A. Viper Communications does not cover damage to Covered Equipment caused by, and accepts no liability for:

i. The actions of persons not authorized by Viper Communications to perform services on Covered Equipment

ii. The attachment of equipment not authorized by Viper Communications to Covered Equipment

iii. The installation of software not authorized by Viper Communications to Covered Equipment

iv. The misuse, abuse, or neglect of Covered Equipment by Customer, Customer's employees, Customer's agents, or any other persons operating the Covered Equipment.

v. Failure of of the Customer to provide Seller and it's representatives sufficient and timely access to Covered Equipment or access to areas required to support Covered Equipment.

vi. Acts of God, forces of nature, acts of terrorism, acts of public enemies, criminal acts, war, military action, acts of civil or law enforcement officials, fire, explosion, pest or rodent damage, labor disputes including strikes, water damage including flooding and/or leaks, inability to secure and deliver materials due to shortages, fuel or energy shortages, the acts or failures of Customer's carrier service providers, unauthorized use of Covered Equipment or other products, and any other conditions that are beyond the control of Viper Communications.

vii. Lightning strikes, power surges and surges over carrier lines

B. Damage to Covered Equipment caused by or attributed to carrier service issues is not covered.

C. Damage to Covered Equipment and outages caused by other network equipment (including data networks, close circuit networks, and any outside utility networks) connected to the Covered Equipment is not covered in this Agreement.

D. This Agreement does not include: moving existing equipment, installation of new equipment, wiring new stations or trunk ports, or reprogramming of Covered Equipment. Customer agrees to contact Viper Communications seven (7) days prior to moving the PBX, voicemail server, power supply and related equipment.

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Viper Communications  
211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

E. Wireless handsets, chargers, batteries, doorbells, door buzzers, door openers, paging systems, intercoms, external speakers, external ringers, loud speakers, demarcation terminals, carrier equipment, phone jacks and wiring are specifically excluded from coverage unless specifically described in the Covered Equipment Chart.

**4. Payment:**

- A. Customer agrees to pay all fees included in this Agreement.
- B. Monthly invoices are due within thirty (30) days of the invoice date. Cash, check, and supported credit cards are acceptable forms of payment.
- C. Annual pre-paid invoices are generated on the first day of coverage and are due within thirty (30) days of the invoice date. Annual pre-paid invoices are discounted 5% when paid within thirty (30) days of the start of service. The 5% discount is removed if the payment is not received by Viper Communications within thirty (30) days of the invoice date.
- D. Customer agrees to pay all applicable Federal, State, and municipal taxes, unless a tax-exempt certification is filed with Viper Communications by the Start Date.

**5. Termination of Agreement by Customer Default:**

- A. Customer is in default, and Viper Communications reserves the right to terminate this Agreement, if:
  - i. Customer fails to pay a monthly or annual pre-paid invoice under the terms of this Agreement;
  - ii. Customer fails to observe any of the conditions of this Agreement;
  - iii. Customer significantly alters the phone system, voicemail or handsets from that which is listed in the Covered Equipment Chart without notifying Viper Communications, including but not limited to: adding trunk ports, adding station ports, adding handsets, adding licensing of any kind, adding components, adding connected equipment or servers, reducing components, reducing power supply redundancy, upgrading the phone system or software release, changing voicemail platforms, moving the phone system, moving the voicemail, moving the UPS, eliminating the UPS, or any other change to the Covered Equipment in this Agreement.
  - iv. Customer contracts any vendor not authorized by Viper Communications to maintain and support the equipment listed in the Covered Equipment Chart.
- B. Customer is responsible for all administrative fees, attorney's fees, and court costs incurred by Viper Communications in the collection of delinquent payments, late fees and early termination fees as set forth in 6 (B).

**6. Early Termination by the Customer:**

- A. Customer may terminate this Agreement at any time prior to the Start Date without penalty, less any the balance of any unpaid expenses incurred by Viper Communications. Any payments made toward this Agreement will be first applied to any outstanding balances Customer has with Viper Communications. Any remaining credit will be returned to the Customer within thirty (30) days. Credit balances under \$1000.00 will be returned in the form of original payment. Credit balances of \$1000.01 or more will be returned by check, via regular U.S. mail.
- B. After the Start Date, Customer may voluntarily cancel this Agreement at any time, subject to an Early Termination Penalty. Early Termination Penalty is defined as the lesser of twelve (12) months service under this Agreement, or the sum of charges for all periods remaining in this Agreement, less any expenses incurred by Viper Communications.

**7. Ownership of Equipment and Software Licenses**

- A. Customer hereby attests to be the legal owner (by outright ownership or third-party lease/financial agreement) or licensed end-user of all Covered Equipment, software licenses, and user licenses.
- B. Customer also attests that ownership of all Covered Equipment, software licenses and user licenses is free of any liens or legal attachment which may obstruct Viper Communications from properly servicing this Agreement.
- C. Customer assumes all liabilities (financial and otherwise) and holds Viper Communications harmless in any conflicts which may arise from the Customer's misuse of Covered Equipment and Licenses.

**8. General Provisions:**

- A. Any modification, supplement or waiver of any part of this Agreement must be expressly approved in writing by an authorized representative of both the Seller and the Customer.
- B. Neither party may assign this Agreement to another party without the prior express written consent of the other party. Such assignment may not be unreasonably withheld when sufficient notice is given. Failure of a party to respond to notice of assignment may not be construed as approval of assignment by the other party.
- C. If either party to this Agreement fails to exercise their rights or seek remedy under this Agreement or the law, that failure may not be construed as a waiver of any rights or the right to seek remedy.
- D. This Agreement is governed by the laws of The State of New Jersey.
- E. If any provision of this Agreement is deemed to be unenforceable under Federal, State or local laws, that provision will then be divisible in accordance with applicable law. All other provisions shall remain in effect unless mutually agreed to by both parties.

**9. Dispute Arbitration:**

- A. All unresolved disputes between the parties to this Agreement shall be resolved as follows: a single professional arbitrator shall conduct binding good-faith arbitration, governed by the laws of the Federal Arbitration Act of the U.S.C. Each party shall bear the costs of it's own attorney's fees and other legal fees. All claims against Viper Communications related to this Agreement must be filed within twelve (12) months of the cause of the claim. Written notice of the claim must be submitted in writing to Viper Communications within said twelve (12) month period.



Reg# 0169110

Viper Communications  
211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

**10. Notice and Mailing Address:**

A. Payments, written notices and any other information sent to Viper Communications related to this Agreement should be sent by certified mail (with return receipt) to the following address:

Viper Communications  
211-K Gates Road  
Little Ferry, NJ 07643

This Agreement is considered executed upon signature of the Seller and Customer

**Seller:**

**Viper Communications**

*Christopher M. Fisher*

Authorized Signature

**Christopher M. Fisher**

Print Name

**Support Services Manager**

Title

**January 29th, 2013**

Date

**Customer:**

**Jersey City Police Department**

Authorized Signature

Print Name

Title

Date

Req # 069110

Viper Communications  
211-K Gates Road  
Little Ferry, NJ 07643



800.494.1240  
fax 866.591.4593

**Covered Equipment Chart**

<b>CUSTOMER NAME:</b>		Jersey City Police Department	
<b>ADDRESS:</b>		75 Bishop Street	
<b>CITY, STATE, ZIP:</b>		Jersey City, NJ 07302	
<b>SOLD TO NUMBER:</b>		<b>COVERAGE START DATE:</b>	3/1/2013
<b>QTY</b>	<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	
		<b>75 Bishop Street</b>	
1	S8700 CM5	Avaya S8700 Server, Communication Manager R5.0	
2	G650	G650 Media Gateway Cabinet	
4	655A	655A Power Supply	
2	TN2602AP	IP Media (Prowler Board) Processor Circuit Pack	
2	TN2312BP	IP Server Interface Circuit Pack	
1	TN799DP	Control LAN Circuit Pack	
1	TN771DP	Maintenance/Test Circuit Pack	
7	TN464HP	ISDN T1/PRI Interface Circuit Pack	
1	TN747B	Central Office Analog Trunk Port Interface Circuit Pack	
5	TN793CP	Analog Station Port Circuit Pack	
97	9630	IP Phones	
348	Total Ports		
		<b>207 7th Street</b>	
1	S8300 CM5	Avaya S8300 Server, Communication Manager 5	
1	G350	G350 Modular Media Gateway Cabinet	
1	MM701BP	ISDN T1/PRI Interface Media Module	
1	VMM-ANN	Announcement Media Module	
1	IA770	Intuity Audix Integrated Voicemail	
48	9620	IP Phones	
79	Total Ports		
		<b>8 Erie Street</b>	
1	S8700 CM4	Avaya S8700 Server, Communication Manager R4.0	
3	G650	G650 Media Gateway Cabinet	
6	655A	655A Power Supply	
2	TN2602AP	IP Media (Prowler Board) Processor Circuit Pack	
1	TN2312BP	IP Server Interface Circuit Pack	
3	TN799DP	Control LAN Circuit Pack	
7	TN747B	Central Office Analog Trunk Port Interface Circuit Pack	
2	TN429D	Central Office Analog Trunk Port Interface Circuit Pack	
1	TN771DP	Maintenance/Test Circuit Pack	
2	TN2224B	Digital Station Port Circuit Pack	
1	TN793CP	Analog Station Port Circuit Pack	
1	S8300 LSP	S8300 Local Survivable Processor	
7	MM771AP	Analog Media Module	
76	4621	IP Phones	
382	Total Ports		
1	IA LX 16 port	Intuity Audix LX Voicemail Server, 16 port	
1	Astrisk Server	Asterisk SIP-to-Digital Server for Emergency Kiosks	
1	MM, MAS, MMS	Modular Messaging Server, MAS Server, MMS Server	
<b>COVERAGE:</b>		<b>8x5 FULL COVERAGE</b>	
<b>PRICE:</b>		\$2,690.00/month -or-	\$30,666.00
		/year (incl. 5% annual pre-paid discount)	

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Jody Gonzales, President

Representative's Signature: Jody Gonzales

Name of Company: Viper Communications, LLC


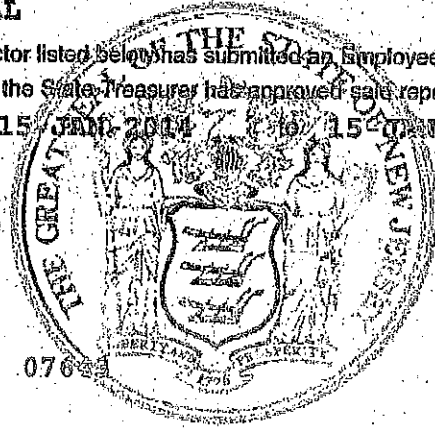
Tel. No.: 973-304-1581 Date: 12/1/14

# 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-2014 to 15 JAN-2021

VIPER COMMUNICATIONS  
211- K GATES ROAD  
LITTLE FERRY NJ 07643

  
Andrew P. Sidamon-Eristoff  
State Treasurer

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Viper Communications LLC</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>11 A Commerce Way</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Totowa, New Jersey 07512</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Jody Gonzalez</i>	Date ▶ <i>12/1/14</i>
------------------	---	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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: Viper Communications, LLC

11 A Commerce Way, Totowa, Bergen County, NJ, 07512  
Street City County State Zip Code

12 Total Current Employees at Viper Communications, LLC

JOB CATEGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1	✓					1					
PROFESSIONALS	1				✓							✓
TECHNICIANS	1					✓						
SALES WORKERS	1		✓									
OFFICE & CLERICAL	0						2					✓
CRAFTWORKERS	0						1		✓			
OPERATIVES	2	✓	✓									
LABORERS	0											
SERVICE WORKERS	2					✓						
TOTAL	8					✓	4					

I certify that the information on this Form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type)

LAST FIRST MI  
Gonzales Jody L

SIGNATURE Jody Gonzales DATE SUBMITTED 12/1/14

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)  
11 A Commerce Way Totowa NJ 07512 973 304 1581

\*\*\*\*\*

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: Judy Gonzales, President  
Representative's Signature: Judy Gonzales  
Name of Company: Viper Communications, LLC  
Tel. No.: 973-304-1581 Date: 12/1/14

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

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

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

Business Name: Viper Communications, LLC  
Address: 11 A Commerce Way Totowa NJ 07812  
Telephone No.: 973 304 1581  
Contact Name: Jody Gonzales

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 582  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
VIPER COMMUNICATIONS LLC

ADDRESS:  
11A COMMERCE WAY  
TOTOWA NJ 07012  
EFFECTIVE DATE:

02/27/08

TRADE NAME:  
SIPTRIA

SEQUENCE NUMBER:  
1302168

ISSUANCE DATE:  
04/17/14

*Jana J. [Signature]*  
Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-08) 2050-404

# BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

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

*CITY OF JERSEY CITY*

**Part I – Vendor Affirmation**

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Jody Gonzales	11 Barbara Ln Oakland NJ 07436
Nigel Skinner	Swainscoe Hall, Rainow, Cheshire, SK10 5SZ

**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: Hyper Communications, LLC

Signed: Jody Gonzales Title: President

Print Name: Jody Gonzales Date: 12/1/14

Subscribed and sworn before me this 1 day of December 2014

My Commission expires: **PENELOPE J. FERNANDEZ**  
**NOTARY PUBLIC OF NEW JERSEY**  
 My Commission Expires 4/29/2019

Jody Gonzales  
 (Affiant)  
Jody Gonzales President  
 (Print name & title of affiant) (Corporate Seal)



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Jody Gonzales	Name: Nigel Skinner
Home Address: 11 Barbara Ln Oakland NJ 07436	Home Address: Swanscoe Hall Rainow, cheshire SK10 5SZ
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 1 day of December  
14  
**PENELOPE J. FERNANDEZ**  
 NOTARY PUBLIC OF NEW JERSEY  
 (Notary Public) My Commission Expires 4/29/2019  
 My Commission expires: [Signature]

Jody Gonzales  
 (Affiant)  
Jody Gonzales, President  
 (Print name & title of affiant)  
 (Corporate Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Viper Communications (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 01/01/2015 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Viper Communications (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Viper Communications LLC

Signed: Jody Gonzalez Title: President

Print Name: Jody Gonzalez Date: 1/7/2015

Subscribed and sworn before me  
this 2 day of 01, 2015.

My Commission expires:

Chady Gonzalez  
(Affiant)  
Jody Gonzalez / President  
(Print name & title of affiant) (Corporate Seal)

**PENELOPE J. FERNANDEZ**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires 4/29/2019

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

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: Viper Communications LLC

SIGNATURE: Jody Gonzales DATE: 1, 7, 2015

PRINT NAME: Jody Gonzales TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Jody Gonzales	11 Barbara Ln. Oakland NJ	51
Nigel Skinner	Sharnscoe Hall, Rainow, Chesire, SK10 0NE, UK	49

SIGNATURE: \_\_\_\_\_

TITLE: Jody Gonzales President

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

*Penelope J. Fernandez* 1<sup>st</sup> OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

**PENELOPE J. FERNANDEZ**

NOTARY PUBLIC OF

**NOTARY PUBLIC OF NEW JERSEY**

MY COMMISSION EXPIRES: 20.

*My Commission Expires 4/29/2019*

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY

I certify that I am President/owner  
of the firm of Viper Communications LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) Jody Gonzales

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY January 1st OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20

Penelope J. Fernandez

PENELOPE J. FERNANDEZ  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 4/29/2019

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



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

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

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

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

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jody Gonzales / President

Representative's Signature: Jody Gonzales

Name of Company: Viper Communications, LLC

Tel. No.: 973-304-1581 Date: 1/7/15

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

City Clerk File No. Res. 15.201

Agenda No. 10.R

Approved: MAR 25 2015



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING**

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

**WHEREAS**, funds must be allocated for the maintenance of the City's private licensed wireless Wide Area PC Network telecommunications hardware and software systems; and

**WHEREAS**, Let's Think Wireless is the only vendor in New Jersey to successfully complete all certifications; and

**WHEREAS**, Let's Think Wireless has agreed to provide the goods and services specified as necessary by the Police Department's Computer Unit; and

**WHEREAS**, service will be provided 24 hours per day and seven (7) days per week with a minimum mandated response of four (4) hours; and

**WHEREAS**, the City of Jersey City (City) has received a proposal from Lets Think Wireless in the total amount of One Hundred and Five Thousand Five Hundred (**\$105,500.00**) Dollars a year for one year beginning January 1, 2015 thru December 31, 2015; and

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

**WHEREAS**, funds in the amount of **\$23,950.00** are currently available in the temporary 2015 budget of Account No. **15-01-201-25-271-310**; and

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

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

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

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

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

**WHEREAS**, Let's Think Wireless has submitted its certification of compliance with the City's Contractor Pay to Play Reform Ordinance 08-128 adopted on September 3, 2008;

**MAR 25 2015**

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING**

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

1. A one year contract is awarded to Let's Think Wireless in the amount of One Hundred and Five Thousand Five Hundred (\$105,500.00) Dollars a year and the City's Purchasing Agent is directed to have such a contract drawn up and executed;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that Let's Think Wireless provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 year permanent budget;
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of compliance with the City's contractor pay to play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. **15-01-201-25-271-310**.

**ACCT# 01-201-25-271-310**

**P.O.# 115986**

**AMT.\$105,500.00**

APPROVED: *Jerome Bell*  
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 <span style="float: right;">3.25.15</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*[Signature]*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH LET'S THINK WIRELESS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) WITHOUT PUBLIC BIDDING**

**Project Manager**

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

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

**Contract Purpose**

Funds must be allocated for the maintenance of the City's private licensed wireless Wide Area PC Network telecommunications hardware and software systems.

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

2015 OE \$105,500.00

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

Jan 1, 2015 thru December 31, 2015

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

*Juan P. ...*  
Signature of Department Director

2/9/15  
Date



***CITY OF JERSEY CITY***  
**PUBLIC SAFETY COMMUNICATIONS CENTER**  
73-85 Bishop Street – Second Floor, Room 207  
Jersey City, NJ 07304



**Robert A. Baker, Sr.**  
**Fiscal & Operations Officer**

**PHONE:** (201) 547-5449  
**FAX:** (201) 547-5214  
**Email:** [rbakersr@njcps.org](mailto:rbakersr@njcps.org)

---

**TO:** City Council

**FROM:** Robert Baker, Sr.

**DATE:**

**SUBJECT:** Let's Think Wireless

---

**COST**

2013 \$95,800.00  
2014 \$95,800.00  
2015 \$105,500.00

This contract provides maintenance and service for the wireless Wide Area Network (WAN) system utilized by the Department of Public Safety. This also includes the GENETEC server and license utilized by the City's CCTV system.

This contract is paid in 4 quarterly payments of \$26,375.00

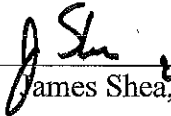
## DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to Let's Think Wireless, LLC to provide the City with Wireless WAN and Mobile Video Support and Maintenance.
3. The term of the contract is one year effective as of January 1, 2015.
4. The amount of the contract is \$105,500.00 per year which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

3/5/15

  
James Shea, Police Director



**Jersey City Police Department**  
 2015 LTW Maintenance & Support Contract  
 Warranty Renewals for WWAN & IP Security

**PRICE QUOTATION**  
**LETTER OF AGREEMENT**

CLIENT NAME	Jersey City Police Department		
ADDRESS	75 Bishop Street		
CITY, STATE, ZIP	Jersey City, NJ 07302		
TECHNICAL CONTACT	PHONE		
EXECUTIVE CONTACT	John Tkaczyk	PHONE	(201) 547-5997

AM Craig Lerman  
 DATE 16-Feb-15  
 PHONE (973) 882-3982  
 NEW CLIENT  
 LTW Price Quotation  
 This price quotation is valid for 30 days from the date listed above.

PRODUCTS	Quantity	Price	Extension
Bridgewave FE60U Radio Link	2		
Bridgewave FE80U Radio Link	1		
Ceragon 1500P Radio Link	1		
Ceragon IP Radio Link	1		
Proxim 5054 Radio Link	2		
Exalt 5IR Radio Link	1		
Firetide Radio 6102	10		
Firetide Radio 6202	1		
IBM Blade Center H w/2 Blade Servers	1		
IBM Blade 3200 SAN w/2 Expansion Chassis	1		
Cisco 3560 w/EMI	1		
Cisco 3750 w/EMI	1		
Cisco SFP	12		
Axis USB CCTV Joystick	4		
Axis H.264 Encoder Chassis 72 Ports	1		
Lenovo S10 Workstation w/22" LCD Monitor	5		
Bosch 300i Series IP PTZ 36X Camera	7		
Genetec OmniCast NVR S/W with 81 Camera Licenses	1		
Genetec OmniCast S/W Mobile Client	1		

Shipping & Handling: \_\_\_\_\_  
 Subtotal: \$ -  
 Sales Tax: \$ -  
 Products Total: \$ -

**COMMENTS:**  
 The estimated amount of this agreement is \$105,500.00. Payment due: Upon Order. This contract includes the warranty renewal for all listed hardware & software. In addition 24 man-days for LTW professional services will be provided for both preventative maintenance and support. LTW will use best efforts to restore service in a timely & professional manner with same day response and next business day resolution.

**PRODUCTS (Ancillary Components)**


EXPENSES INCLUDED: (Y/N) \_\_\_\_\_ Subtotal: \$ -  
 Products Total: \$ -

**COMMENTS:**  
 Client agrees that LTW consultants will be allowed to work/bill on any weekday that is not a NYSE scheduled holiday. All projects are worked as contiguous time. Final scheduling typically takes 1-2 weeks from signing of this document. Client agrees to pay all reasonable T&E from Pine Brook, NJ

**Services (Installation/Maintenance/Express Warranty)**

Warranty Renewal for Hardware Items Listed Above	1	\$ 47,300.00	\$ 47,300.00
Warranty Renewal for Software Items Listed Above	1	\$ 26,400.00	\$ 26,400.00
LTW Support for Items Listed Above (2 days/month)	24	\$ 1,325.00	\$ 31,800.00
Support & Services Total:		\$ 105,500.00	

Once work dates are set, client can reschedule once, up to 2 weeks prior to the start date, with no additional fees being incurred. All other rescheduling will result in a penalty equal to 50% of the fees for the days rescheduled. Rescheduling does not ever change the payment terms, which are based SOLELY on the signing date of this LOA.

**SUMMARY**

Payment Terms: Net 30 days, unless stated otherwise herein.  
 My signature below indicates that LTW has provided to me, I have read, and I agree to LTW's Terms & Conditions.

X \_\_\_\_\_ Date \_\_\_\_\_  
 Client Authorization

X \_\_\_\_\_ Date \_\_\_\_\_  
 LTW Authorization

PRODUCTS:	\$ -
WARRANTY RENEWAL:	\$ 73,700.00
SUPPORT:	\$ 31,800.00
PER-DIEM:	
ESTIMATED EXPENSES:	\$ -
<b>TOTAL:</b>	<b>\$ 105,500.00</b>

**COMMENTS:**  
 \* ALL LTW TERMS AND CONDITIONS APPLY TO THIS QUOTATION  
 \* ALL LTW SERVICES ARE PERFORMED ON A TIME AND MATERIALS BASIS.  
 \* SOFTWARE/HARDWARE PRICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.  
 \* LTW WILL NOT SCHEDULE THIS PROJECT UNTIL BOTH THE LOA AND ACCESS AUTHORIZATION FORM HAS BEEN SIGNED AND RETURNED.

EXHIBIT A (Continuation)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Craig Lerman / President & CEO

Representative's Signature: 

Name of Company: Let's Think Wireless, LLC

Tel. No.: 973-852-3982 Date: 2/14/2015

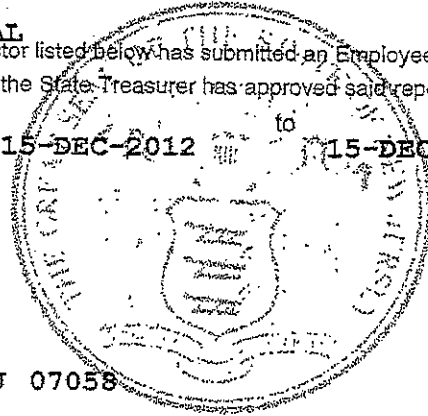


Certification  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT 37795**

**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-DEC-2012 to 15-DEC-2019



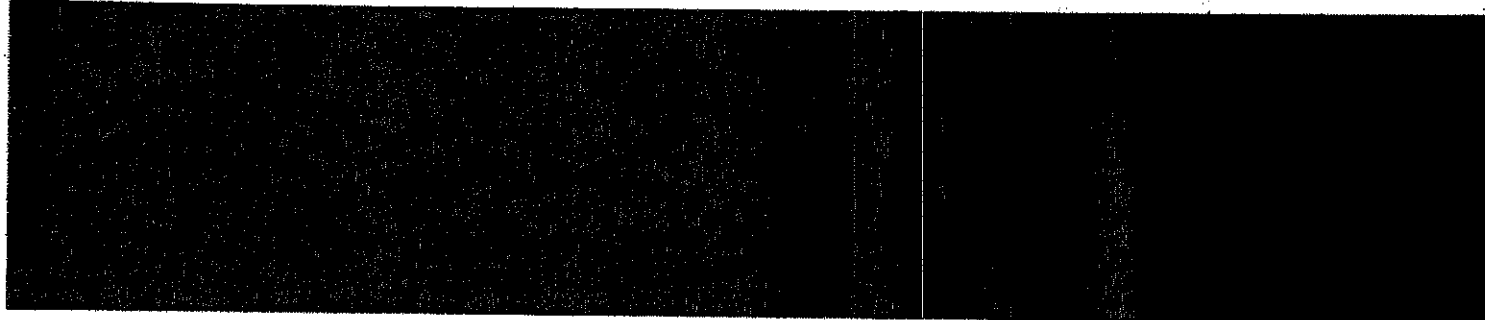
LET'S THINK WIRELESS  
P.O. BOX 628  
PINEBROOK

NJ 07058



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer



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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (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: Craig Lerman / President & CEO.  
Representative's Signature: *Craig Lerman*  
Name of Company: Let's Think Wireless LLC.  
Tel. No.: 973-882-3982 Date: 2/14/2015

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 : Let's Think Wireless, LLC  
Address : 26 Chapin Rd-Suite #1112 (PO Box 628), Pine Brook, NJ  
Telephone No. : 973-882-3982 07058  
Contact Name : Craig Lerman, President & CEO

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: Let's Think Wireless, LLC  
Address: 26 Chapin Rd. (PO Box 628) Pine Brook, NJ 07058  
Telephone No.: 973-882-3982  
Contact Name: Craig Lerman, President & CEO

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  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:  
LET'S THINK WIRELESS, LLC

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

1058043

ADDRESS:  
30 CHAPIN RD UNIT 1209  
PINE BROOK NJ 07056

ISSUANCE DATE:

05/06/04

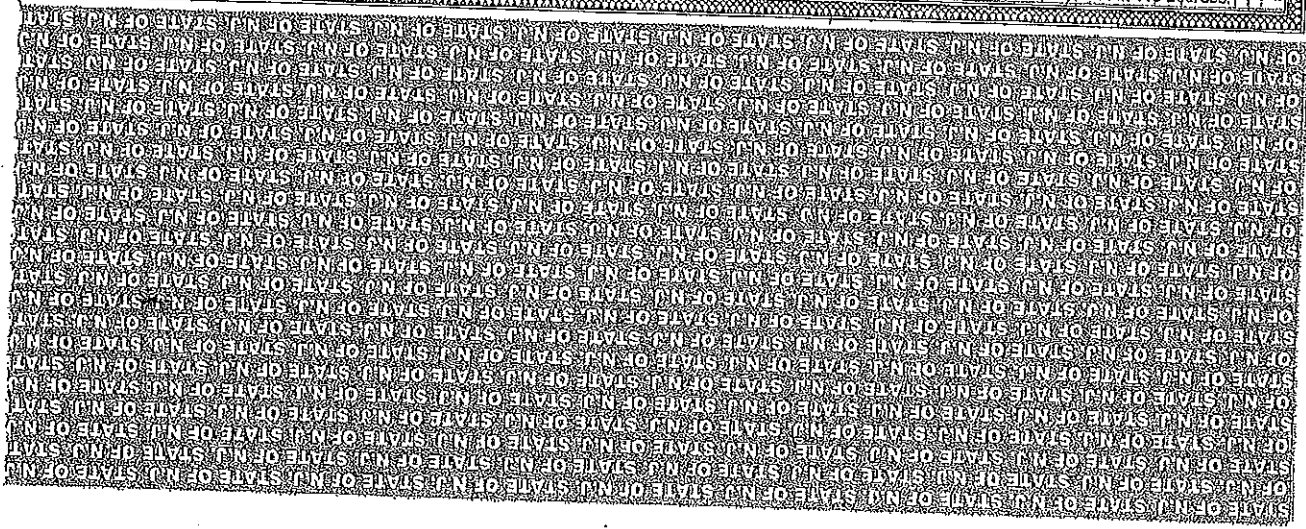
EFFECTIVE DATE:

03/08/04

FORM-BRC(08-01)

*J.P. Kelly*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



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

**Part I – Vendor Affirmation**

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Craig Lerma	5 Langtree Dr. Livingston, NJ 07039

**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: Net's Think Wireless, LLC  
 Signed: [Signature] Title: President & CEO  
 Print Name: Craig Lerma Date: 2/14/2015

Subscribed and sworn before me this <u>14</u> day of <u>February</u> , 20 <u>15</u>	<u>[Signature]</u> (Affiant) <u>Nidia Kovacevic</u> Personal Banker (Print name & title of affiant) (Corporate Seal)
My Commission expires: <u>NIDIA KOVACEVIC</u> <u>NOTARY PUBLIC</u> <u>STATE OF NEW JERSEY</u> <small>* COMMISSION EXPIRES NOVEMBER 20, 2016 I.D.# 2402440</small>	



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>Craig Lerman</u>	Name:
Home Address: <u>5 Langtree Drive Livingston, NJ 07039</u>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 14<sup>th</sup> day of February, 2015

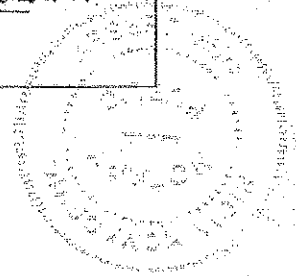
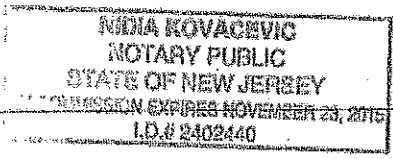
(Notary Public)

My Commission expires:

Nidia Kovacevic  
(Affiant)

Nidia Kovacevic Personal Banker  
(Print name & title of affiant)

(Corporate Seal)





**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Let's Think Wireless, 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 Let's Think Wireless, 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: Let's Think Wireless, LLC

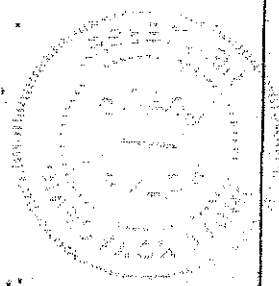
Signed: [Signature] Title: President & CEO

Print Name: Craig Leeman Date: 2/14/2015

Subscribed and sworn before me  
this 14<sup>th</sup> day of February, 2015.  
My Commission expires:

[Signature]  
(Affiant)  
Nida Kovacevic Personal Banker  
(Print name & title of affiant) (Corporate Seal)

**MDIA KOVACEVIC  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
COMMISSION EXPIRES NOVEMBER 23, 2018  
I.D.# 2402440**



**\*\*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.**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Let's Think Wireless, LLC

SIGNATURE: Craig Lerman DATE: 2/14/2015

PRINT NAME: Craig Lerman TITLE: President & CEO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Craig Lerman	5 Langtree Dr., Livingston, NJ 07032	100%

SIGNATURE :

*Craig Lerman*

TITLE:

*President & CEO*

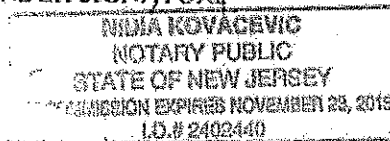
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

*14<sup>th</sup> February*

OF 20 *15*

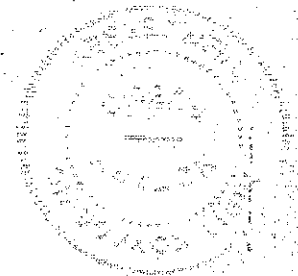
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20



*[Handwritten Signature]*

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY

I certify that I am Craig Leeman (President & CEO)  
of the firm of Let's Think Wireless, LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-25)

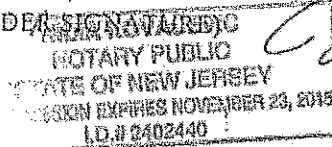
(Signature of respondent) Craig Leeman

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

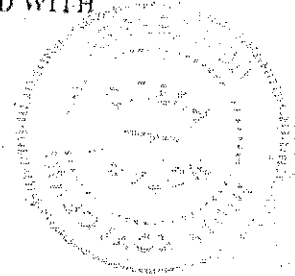
14<sup>th</sup> February OF 20 15

(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.)



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

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

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Craig Lerman / President & CEO

Representative's Signature: 

Name of Company: Let's Think Wireless, LLC

Tel. No.: 973-882-3982 Date: 2/14/2015

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Let's Think Wireless, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 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) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
26 Chapin Rd - Suite 112, PO Box 628

6 City, state, and ZIP code  
Pine Brook, NJ 07058

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

**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 on page 3.

Sign Here      Signature of U.S. person ▶ *[Signature]*      Date ▶ 2/12/2015

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**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-INT (interest earned or paid)
- 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), 1098-7 (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? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Jersey City Police Department**  
 2015 LTW Maintenance & Support Contract  
 Warranty Renewals for WWAN & IP Security

**PRICE QUOTATION  
 LETTER OF AGREEMENT**

CLIENT NAME	Jersey City Police Department		
ADDRESS	75 Bishop Street		
CITY, STATE, ZIP	Jersey City, NJ 07302		
TECHNICAL CONTACT	PHONE		
EXECUTIVE CONTACT	John Tkaczyk	PHONE	(201) 547-5997

AM Craig Lerman  
 DATE 16-Feb-15  
 PHONE (973) 882-3982  
 NEW CLIENT  
 LTW Price Quotation  
 This price quotation is valid for 30 days from the date listed above.

PRODUCTS	Quantity	Price	Extension
Bridgewave FE60U Radio Link	2		
Bridgewave FE80U Radio Link	1		
Ceragon 1500P Radio Link	1		
Ceragon IP Radio Link	1		
Proxim 5054 Radio Link	2		
Exalt 51R Radio Link	1		
Firetide Radio 6102	10		
Firetide Radio 6202	1		
IBM Blade Center H w/2 Blade Servers	1		
IBM Blade 3200 SAN w/2 Expansion Chassis	1		
Cisco 3560 w/EMI	1		
Cisco 3750 w/EMI	1		
Cisco SFP	12		
Axis USB CCTV Joystick	4		
Axis H.264 Encoder Chassis 72 Ports	1		
Lenovo S10 Workstation w/22" LCD Monitor	5		
Bosch 300i Series IP PTZ 36X Camera	7		
Genetec OmniCast NVR S/W with 81 Camera Licenses	1		
Genetec OmniCast S/W Mobile Client	1		

Shipping & Handling:  
 Subtotal: \$ -  
 Sales Tax: \$ -  
 Products Total: \$ -

**COMMENTS:**  
 The estimated amount of this agreement is \$105,500.00. Payment due: Upon Order. This contract includes the warranty renewal for all listed hardware & software. In addition 24 man-days for LTW professional services will be provided for both preventative maintenance and support. LTW will use best efforts to restore service in a timely & professional manner with same day response and next business day resolution.

**PRODUCTS (Ancillary Components)**


EXPENSES INCLUDED: (Y/N) Subtotal: \$ -  
 Products Total: \$ -

**COMMENTS:**  
 Client agrees that LTW consultants will be allowed to work/bill on any weekday that is not a NYSE scheduled holiday. All projects are worked as contiguous time. Final scheduling typically takes 1-2 weeks from signing of this document. Client agrees to pay all reasonable T&E from Pine Brook, NJ.

**Services (Installation/Maintenance/Express Warranty)**

Warranty Renewal for Hardware Items Listed Above	1	\$ 47,300.00	\$ 47,300.00
Warranty Renewal for Software Items Listed Above	1	\$ 26,400.00	\$ 26,400.00
LTW Support for Items Listed Above (2 days/month)	24	\$ 1,325.00	\$ 31,800.00
Support & Services Total:		\$ 105,500.00	

Once work dates are set, client can reschedule once, up to 2 weeks prior to the start date, with no additional fees being incurred. All other rescheduling will result in a penalty equal to 50% of the fees for the days rescheduled. Rescheduling does not ever change the payment terms, which are based SOLELY on the signing date of this LOA.

**COMMENTS:**  
 \* ALL LTW TERMS AND CONDITIONS APPLY TO THIS QUOTATION  
 \* ALL LTW SERVICES ARE PERFORMED ON A TIME AND MATERIALS BASIS.  
 \* SOFTWARE/HARDWARE PRICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.  
 \* LTW WILL NOT SCHEDULE THIS PROJECT UNTIL BOTH THE LOA AND ACCESS AUTHORIZATION FORM HAS BEEN SIGNED AND RETURNED.

**SUMMARY**  
 Payment Terms: Net 30 days, unless stated otherwise herein.  
 My signature below indicates that LTW has provided to me, I have read, and I agree to LTW's Terms & Conditions.

X \_\_\_\_\_ Date \_\_\_\_\_  
 Client Authorization

X \_\_\_\_\_ Date \_\_\_\_\_  
 LTW Authorization

PRODUCTS:	\$ -
WARRANTY RENEWAL:	\$ 73,700.00
SUPPORT:	\$ 31,800.00
PER-DIEM:	
ESTIMATED EXPENSES:	\$ -
<b>TOTAL:</b>	<b>\$ 105,500.00</b>

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

City Clerk File No. Res. 15.202

Agenda No. 10.S

Approved: MAR 25 2015

TITLE:



**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF COMMUNICATIONS & TECHNOLOGY COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)**

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

**WHEREAS**, the need for constant and reliable communications for the safety of the citizens of Jersey City exists; and

**WHEREAS**, the success of the Jersey City Department of Public Safety Computer Aided Dispatch ("CAD") System is dependent upon the support and enhancement of its software; and

**WHEREAS**, the services required are special in nature based upon the unique hardware/software environment utilized in the Jersey City Department of Public Safety; and

**WHEREAS**, ASTRA Software Corporation, 19421C Liverpool Parkway, Cornelius, North Carolina 28031 has agreed to provide these services for one year in the manner specified by the Jersey City Department of Public Safety for the maximum amount of Twenty Three Thousand Three Hundred Seventy Nine dollars; and

**WHEREAS**, this contract will be from June 1, 2015 through May 31, 2016; and

**WHEREAS**, the amount of twenty three thousand three hundred and seventy nine dollars (\$23,379.00) is available in the temporary 2015 budget for this expenditure, in accordance with the requirements of Local Budget Law N.J.S.A. 40A: 4-1 et seq.

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-5 (1)(dd)) allows for this contract without public bidding because this contract provides for the support and maintenance of proprietary computer software presently in place; and

**WHEREAS**, the City of Jersey City and its governing body find approval of such proposal to be in the best interest of the City.

**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.4 et seq. (Pay to Play Law); and

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



City Clerk File No. \_\_\_\_\_ Res. 15.202

Agenda No. 10.S **MAR 25 2015**

TITLE: **RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE FIRE DEPARTMENT COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)**

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

1. A contract in the amount of \$23,379 and for a term to begin on June 1, 2015 and ending on May 31, 2016 is awarded to Astra Software Corporation to support and maintain the hardware/software of the Computer Aided Dispatch System and the Purchasing Agent is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been 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.
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of compliance with the city's contractor pay-to play reform ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer), 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

Department of Public Safety/Division of Communication & Technology  
Acct. No. 2015-01-201-25-271-310 P.O. # 116457 Amt: \$23,379.00

APPROVED: *Janine Pule*  
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM  
\_\_\_\_\_  
Corporation Counsel  
Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>3.25.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ASTRA SOFTWARE CORPORATION TO PROVIDE ANNUAL SUPPORT AND ENHANCEMENT FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF COMMUNICATIONS & TECHNOLOGY COMPUTER AIDED DISPATCH SYSTEM PURSUANT TO N.J.S.A. 40A:11-5 (1)(dd)**

**Project Manager**

Department/Division	Communications	Public Safety
Name/Title	Robert Baker, Sr.	Fiscal Officer
Phone/email	201-547-5449	rbakersr@njcps.oeg

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

**Contract Purpose**

Provide Computer Aided Dispatch Software for the Jersey City Fire Department. This software is utilized by Fire Dispatchers to dispatch Fire Apparatus, track equipment and maintain records and reports of all calls and actions.

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

2015 OE \$23,379.00

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

June 1, 2015 thru May 31, 2016

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Jerome Pule  
Signature of Department Director

3/5/15  
Date



**CITY OF JERSEY CITY**  
**PUBLIC SAFETY COMMUNICATIONS CENTER**  
73-85 Bishop Street – Second Floor, Room 207  
Jersey City, NJ 07304



**Robert A. Baker, Sr.**  
**Fiscal & Operations Officer**

**PHONE:** (201) 547-5449  
**FAX:** (201) 547-5214  
**Email:** [rbakersr@njcps.org](mailto:rbakersr@njcps.org)

---

**TO:** City Council

**FROM:** Robert Baker, Sr.

**DATE:**

**SUBJECT:** Astra

---

**COST**

2014 \$18,300.00  
2015 \$23,379.00

This contract provides maintenance and service for the Computer Aided Dispatch (CAD) system utilized by the Fire Department. This software was customized for the Jersey City Fire Department. Enhancements have been made from lessons learned increasing Public Safety. Special routines were written this year so that it interfaces with Police Dispatch.

This contract is paid in 4 quarterly payments of \$5,844.75

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 AAS02 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

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

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

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

Representative's Name/Title (Print): MARK WELT / PRESIDENT

Representative's Signature: Mark Welt

Name of Company: ASTRA SOFTWARE CORP

Tel. No.: 704-896-3505 Date: 2/17/13

**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: MARK WELT / President  
Representative's Signature: Mark Welt  
Name of Company: ASTRA SOFTWARE CORP  
Tel. No.: 704-896-3505 x106 Date: 6/27/15

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

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

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

Business Name : ASTRA SOFTWARE CORP  
Address : 18127 W. CATANBA AVE, CORNELIUS, NC 28034  
Telephone No. : 704-896-3505 X106  
Contact Name : MARK WELT

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.

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

**Part I - Vendor Affirmation**

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

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

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

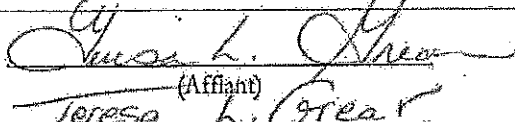
- Partnership    
  Corporation    
  Sole Proprietorship    
  Subchapter S Corporation  
 Limited Partnership    
  Limited Liability Corporation    
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
SUSAN WEET	18427 PENINSULA COVE LN CORNELIUS, NC 28031

**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: ASTRA SOFTWARE CORP  
 Signed: Mark Weet Title: PRESIDENT  
 Print Name: MARK WEET Date: 2/16/15

Subscribed and sworn before me this <u>26</u> day of <u>February</u> , 2015	TERESA L. GREAF NOTARY PUBLIC Mecklenburg County North Carolina My Commission Expires July 17, 2018	 (Affiant) <u>Teresa L. Greaf</u> (Print name & title of affiant) (Corporate Seal)
My Commission expires: <u>July 17, 2018</u>		





STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: SUSAN WELT	Name:
Home Address: 18427 Peninsula Cove Ln Cornelius, NC 28031	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Mark Welt	

Subscribed and sworn before me this 20 day of Feb, 2015 Mark Welt  
(Affiant)

(Notary Public) Teresa L. Grear, Notary

My Commission expires July 17, 2016

TERESA L. GREAR NOTARY PUBLIC (Print name & title of affiant) Wakeletburg County North Carolina (Corporate Seal) My Commission Expires July 17, 2016
--

**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 ASTRA SOFTWARE CORP (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of this contract Astra Software 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: ASTRA SOFTWARE CORP

Signed: Mark Welt Title: President

Print Name: MARK WELT Date: 2/20/15

Subscribed and sworn before me  
this 20 day of Feb, 2015.

My Commission expires:

July 17, 2016

Teresa L. Grear  
(Affiant)

Teresa L. Grear Notary  
(Print name & title of affiant) (Corporate Seal)

TERESA L. GREAR  
NOTARY PUBLIC  
Mecklenburg County  
North Carolina  
My Commission Expires July 17, 2016

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

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
SUSAN WELT	18427 PENINSULA COVE LN CORNELIUS, NC 28031	100

SIGNATURE: Marc Welt

TITLE: President

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY February 20 OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)  
Teresa L. Grear, Notary  
 NOTARY PUBLIC OF North Carolina  
 MY COMMISSION EXPIRES: 2016, July 17

TERESA L. GREAR  
 NOTARY PUBLIC  
 Mecklenburg County  
 North Carolina  
 My Commission Expires July 17, 2016

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RECORDED WITH THIS PROPOSAL).

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY

I certify that I am MARK WELT  
of the firm of ASTRA SOFTWARE CORP.

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. 52:24-25)

(Signature of respondent) Mark Welt  
Mark Welt

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY February 20 OF 2015

(TYPE OR PRINT NAME OF AFFILANT UNDER SIGNATURE) Teresa L. Grear

NOTARY PUBLIC OF North Carolina  
MY COMMISSION EXPIRES: 2016, July 17

Teresa L. Grear  
Notary

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

TERESA L. GREAR  
NOTARY PUBLIC  
Mecklenburg County  
North Carolina  
My Commission Expires July 17, 2016

# Sample Employee Information Report Form AA302

Form AA302  
Rev. 11/11

STATE OF NEW JERSEY  
Division of Purchase & Property  
Contract Compliance Audit Unit  
BEO Monitoring Program

## EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE FORM MAY LEAD TO SUBJECT BE DEBARRED \$1500 PER DAY DELAY ISSUANCE OF YOUR CONTRACT. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11; For instructions on completing the form, go to <http://www.state.nj.gov/eo>

### SECTION A - COMPANY IDENTIFICATION

1. PID, 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: ASTRA SOFTWARE CORP

5. STREET: 18127 W. CATAWBA AVE, CORNELIUS, NC 28031 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

6. NAME OF AGENT OR AFFILIATED COMPANY IF KOSL NO. (INDICATE) \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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

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

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: \_\_\_\_\_

10. PUBLIC AGENCY AWARDING CONTRACT: CITY OF JERSEY CITY CITY: \_\_\_\_\_ COUNTY: HUDSON STATE: NJ ZIP CODE: 07002

Official Use Only: DATE RECEIVED: \_\_\_\_\_ MAIL 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 items and in all columns. Where there are no employees in a particular category, enter a zero. Includes 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/ANNUNITY/NON-MINORITY EMPLOYEE BREAKDOWN													
	COL. 1 TOTAL (Col. 2+3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE								
				BLACK	HISPANIC	ASIAN	INDIAN	OTHER	NON-MIN.	BLACK	HISPANIC	ASIAN	INDIAN	OTHER			
Officials/Managers																	
Professionals	5	2	3														3
Technicians																	
Sales Workers																	
Office & Clerical																	
Craftworkers (skilled)																	
Operatives (semi-skilled)																	
Laborers (unskilled)																	
Service Workers																	
TOTAL	5	2	3														3
Total employment from previous Report (if any)																	
Temporary & Part-Time Employees	The data below should NOT be included in the figures for the appropriate categories above.																

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  1. Visual Survey  2. Employment Record  3. Other (Specify): \_\_\_\_\_

13. DATE(S) OF PAYROLL PERIOD(S) FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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

15. IF NO, DATE LAST REPORT SUBMITTED: \_\_\_\_\_ A/C: \_\_\_\_\_ DAY: \_\_\_\_\_ YEAR: \_\_\_\_\_

### SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): MARK WELT SIGNATURE: Mark Welt TITLE: President DATE: MO 25 2013

17. ADDRESS NO. & STREET: 18127 W. CATAWBA AVE, CORNELIUS, NC 28031 CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ PHONE (AREA CODE, NO. EXTENSION): 704-8963505 X106

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 262  
TRENTON, N.J. 08646-0262

TAXPAYER NAME:  
ASTRA SOFTWARE CORP

TRADE NAME:

ADDRESS:  
18127 W CATAWBA AVE  
CORNELIUS NC 28031  
EFFECTIVE DATE:

SEQUENCE NUMBER:  
1264653

ISSUANCE DATE:  
09/14/06

09/14/06

*James J. Zuccione*  
Acting Director  
New Jersey Division of Revenue

# 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-APR-2018 to 15-APR-2018



ASTRA SOFTWARE CORPORATION  
18127 W. CATANBA AVE.  
CORNELIUS NC 28031

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
 Division of Contract Compliance & Equal Employment Opportunity  
 VENDOR ACTIVITY SUMMARY REPORT

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM 11/1/14 TO 12/31/14  
 NAME OF FACILITY: \_\_\_\_\_

NEW HIRES  PROMOTIONS  TRANSFERS  TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

ASTRA SOFTWARE CORP  
 COUNTY MECKLENBURG STATE  
 18127 W. CATOWBA AVE, CORNELIUS, NC 28031 ZIP CODE

JOB CATEGORY	MALES					FEMALES						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	1					1	1					1
PROFESSIONALS	1					1	2					2
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL							2	3				3

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (PRINT OR TYPE):  
 LAST FIRST MI SIGNATURE DATE SUBMITTED  
 WELT MARK S Mark Welt 2/19/15

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP)  
 18127 W. Catowba Ave, Cornelius, NC 28031 PHONE (AREA CODE, NO., EXTENSION)  
 704-816-3505 X106



**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 AA3Q2 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance))

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

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

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

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

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

Representative's Name/Title (Print): MARK WELT / PRESIDENT

Representative's Signature: Mark Welt

Name of Company: ASTRA SOFTWARE CORP

Tel. No.: 704-896-3505  
X106 Date: 2/16/15

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

City Clerk File No. Res. 15.203

Agenda No. 10.T

Approved: MAR 25 2015

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT INC. FOR THE PURCHASE OF ECESSA WIDE AREA NETWORK OPTIMIZERS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF COMMUNICATION AND TECHNOLOGY THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)**

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

**WHEREAS**, N.J.S.A. 40A:11-10 et. seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

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

**WHEREAS**, the Middlesex Regional Educational Services Commission (MRESC) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, the Ecessa Powerlink is a wide area network (WAN) optimizer that automatically regulates the amount of video/data and encrypted applications. The Powerlink failover prevents outages due to WAN overload (too much data for system to handle); and

**WHEREAS**, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the **Middlesex Regional Educational Services Commission (MRESC)**; and

**WHEREAS**, the Department of Public Safety, Division of Communication and Technology wish to purchase the Ecessa Powerlink WAN Optimizers from CDW Government Inc., 200 North Milwaukee Avenue, Vernon Hills, Illinois 60061 for the total contract price of \$30,400.00; and

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

**WHEREAS**, the sum of Thirty Thousand, Four Hundred Dollars (\$30,400.00) is available in the **Capital Account**;

**Acct. #:** 04-215-55-960-991      **PO #:** 116476      **Amount:** \$30,400.00

**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 said proposal of the aforementioned CDW Government Inc. be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to 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

(Continued on page 2)

City Clerk File No. Res. 15.203

Agenda No. 10.T

TITLE: **MAR 25 2015**

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT INC. FOR THE PURCHASE OF ECESSA WIDE AREA NETWORK OPTIMIZERS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF COMMUNICATION AND TECHNOLOGY THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)**

**RESOLVED**, this contract award shall be subject to the condition that the vendor 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 payment of this above resolution.

Acct. #: 04-215-55-960-991      PO #: 116476      Amount: \$30,400.00

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

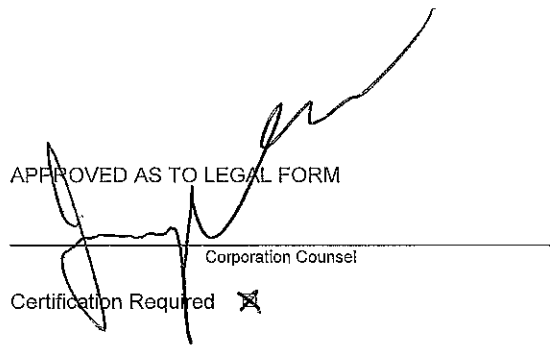
March 12, 2015  
Date

PF/pv  
3/12/15

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

  
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												3.25.15		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.			
GAJEWSKI	✓			YUN	✓			RIVERA	✓					
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓					
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓					

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT INC. FOR THE PURCHASE OF ECESSA WIDE AREA NETWORK OPTIMIZERS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF COMMUNICATION AND TECHNOLOGY THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)**

**Project Manager**

Department/Division	Public Safety	Communications and Technology
Name/Title	Robert Baker, Sr.	Fiscal Officer
Phone/email	201-547-5449	rbak@sr@njcps.org

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

**Contract Purpose**

Purchase of an **ECESSA Power link 1200**. This is a Wide Area Network (WAN) optimizer. It automatically regulates the amount of video/data and encrypted applications flowing through the Public Safety network. The purchase of the **Power link Failover** prevents outages due to WAN overload (too much data for system to handle) Currently, the network suffers from the lack of this hardware.

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

\$30,400 from Capital Expenditure Account

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

Type of award <bid, fair/open, non-fair/open, state contract>

If "Other Exception", enter type

**Additional Information**

This is part of the capital Hardware and software upgrade to the Bishop Street Communication facility.

I certify that all the facts presented herein are accurate.



## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1561883 FOR CDW GOVERNMENT LLC IS VALID.



## PowerLink 60, 175, 600, 1200 & 4000

*Ensured uptime at the right price.*

*As your networks grow, so does your reliance on the Internet. Downtime is something you simply cannot afford. The PowerLink series of Internet appliances provide automatic link failover between WAN connections, including VPN failover with traffic shaping, to guarantee 100% availability and performance. No one does failover better than Ecessa. And no one provides a lower total cost of ownership.*

### **End your reliance on a single Internet connection or provider**

Your customers and employees expect constant connectivity and consistent network performance. You can't do that with a single ISP. The PowerLink series creates multi-homed networks of up to 25 WAN links to eliminate link congestion and bottlenecks. Your business-critical applications are guaranteed full connectivity and continuous service.

### **PowerLink ensures that critical applications get the bandwidth they need**

PowerLink provides intelligent outbound traffic management to load balance across all WAN links, and uses DNS to load balance inbound services. Users experience no delays and no frustrations. Your business-critical applications are always there when you need them.

### **PowerLink provides 100% availability**

PowerLink's automatic link failover and traffic shaping guarantee availability and performance for applications sensitive to WAN link delays or failures.

PowerLink has many plug-and-play setup features that make it very easy to install and effortless to maintain. It's transparent to your firewall. And there are no expensive routers or complex routing protocols to manage.

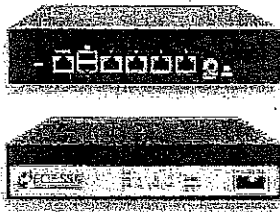
### **PowerLink is affordable and scalable**

PowerLink is easily one-third the cost of other appliance-based ISP load balancing products. And only Ecessa features free support for 90 days, including network design, configuration and installation assistance. Plus, no product is easier to scale than PowerLink. As your network bandwidth needs grow, PowerLink makes it easy to add another WAN link for all the bandwidth your applications need and the availability and performance your employees and customers expect.

## PowerLink

### BENEFITS

- Ensures 100% uptime for your business-critical Internet applications.
- Makes it easy and affordable to combine multiple low-cost links of bandwidth.
- Is easy to install and support.
- Provides the lowest total cost of ownership available.
- A variety of PowerLink series appliances that precisely meet your need and your budget.
- Includes 30 days of free configuration and installation support.
- One and three-year enhanced support agreements available.



## POWERLINK 60/175/600/1200/4000 FEATURES

	POWERLINK 60	POWERLINK 175	POWERLINK 600	POWERLINK 1200	POWERLINK 4000
Intelligent traffic management/load balancing	inbound & outbound	inbound & outbound	inbound & outbound	inbound & outbound	inbound & outbound
WAN link redundancy with automatic failover protection for 24/7 Internet availability	x	x	x	x	x
Redundant WAN links supported	Up to 3	Up to 15	Up to 15	Up to 25	Up to 25
Traffic throughput	60 Mbps	175 Mbps	600 Mbps	1.2 Gbps	4 Gbps
Concurrent sessions	65,000	128,000	500,000	1,000,000	1,000,000
Interface speeds (Ethernet)	10/100/1000	10/100/1000	10/100/1000	10/100/1000	10/100/1000
Interface speeds (Fiber)					1/10 Gbps
DoS and DDoS protection	x	x	x	x	x
Transparent firewall setup	x	x	x	x	x
Multi-homing without BGP	x	x	x	x	x
Authoritative DNS	x	x	x	x	x
Number of domain names supported	128	256	512	1024	1024
Number of hosts per domain supported	128	256	512	1024	1024
DNS Dual-Role		x	x	x	x
Server failover	x	x	x	x	x
QoS traffic management/bandwidth throttling (guaranteed performance for all business critical applications)	x	x	x	x	x
SNMP (v1, 2c, 3) and Netflow support	x	x	x	x	x
Remote syslog	x	x	x	x	x
Email notification with alerts, reports	x	x	x	x	x
Management services Web/Secure Web/Secure Shell and Console CLI	x	x	x	x	x
Global management through Ecessa Cloud of all enterprise and remote WAN resources	This feature set is available with software assurance agreements.				
Supports hardware failover (redundant device)	x	x	x	x	x
Fail-to-Wire	x			x	x
Free network review, 30-day configuration and installation assistance (8x5)	Standard	Standard	Standard	Standard	Standard
Upgrade to 1- and 3-year SLA with 24x7 support, overnight replacement of devices, firmware upgrades	Optional	Optional	Optional	Optional	Optional
30 day money-back guarantee from date of shipment for devices not performing to specification	x	x	x	x	x
Rack Mountable	Optional	Standard	Standard	Standard	Standard
Order number	PL60	PL175	PL600	PL1200	PL4000



2800 Campus Drive, Plymouth, MN 55441  
 Phone: 763.694.9949 Toll free: 800.669.6242 Fax: 763.551.0664  
 sales@eccessa.com www.eccessa.com

0169 374



CDWG.com | 800.594.4239

GE400SPS

### SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FSJL139	9827654	11/18/2014

**BILL TO:**  
 CITY OF JERSEY CITY/IT  
 1 JOURNAL SQUARE PLZ STE 3  
 INFORMATION TECHNOLOGY

**SHIP TO:**  
 JERSEY CITY DEPT OF PUBLIC SAFETY  
 Attention To: SGT JOHN TKACZYK  
 73-85 BISHOP ST

Accounts Payable  
 JERSEY CITY, NJ 07306-4004

JERSEY CITY, NJ 07304  
 Contact: JOHN TKACZYK 201.547.5997

Customer Phone #

Customer P.O. # ECESSA 1200 W 3 YEAR  
 SUPPORT

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
GLEN BROWN 866.872.0847	UPS Ground (2-3 Day)	Net 30 Days-Govt State/Local	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Ecessa part # 500600 POWERLINK 1200	11,800.00	11,800.00
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Ecessa part # 500603 POWERLINK 1200 HARDWARE FAILOVER	11,800.00	11,800.00
1	NEW-ITEM	NEW ITEM Mfg#: NEW-ITEM Contract: MARKET Ecessa part # 303140 SRVC CTRCT 36 MONTH 24X7, PL-1200	6,800.00	6,800.00
		<b>SPECIAL INSTRUCTIONS</b> MRESC Contract		
			<b>SUBTOTAL</b>	30,400.00
			<b>FREIGHT</b>	0.00
			<b>TAX</b>	0.00

FA  
FA

US Currency  
**TOTAL** 30,400.00

CDW Government  
 230 North Milwaukee Ave.  
 Vernon Hills, IL 60061

Fax: 847.990.8100

Please remit payment to:  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.asp>  
 For more information, contact a CDW account manager.



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

City Clerk File No. Res. 14.097

Agenda No. 10.Y

Approved: FEB 11 2014



TITLE: **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION**

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

**WHEREAS, N.J.S.A. 40A:11-10 et seq.** authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

**WHEREAS, the City of Jersey City (City)** desires to participate in a cooperative pricing system for the purchase of good and services; and

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

**WHEREAS, the Middlesex Regional Educational Services Commission** is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

**WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City)** may apply for membership in an approved Cooperative Purchasing System and **Middlesex Regional Educational Services Commission** is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

**WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for;** and

**WHEREAS, the City desires to become a member of the Cooperative Purchasing System for which Middlesex Regional Educational Services Commission is the lead agency.**

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

- I. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

Corporation Counsel

Certification Required

Not Required

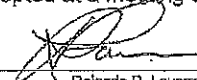
APPROVED 4-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**MEMBERS OF THE NJ STATE APPROVED  
MRESC COOPERATIVE PRICING SYSTEM # 65MCESCCPS**

<b>Essex conf'd</b>		
Bloomfield Township of	Township of Millburn	Phillip's Academy Charter
Caldwell-West Caldwell BOE	Millville BOE	Roseland BOE
Cedar Grove BOE	Irvington BOE	Seton Hall Prep
East Orange BOE	Livingston, Township of	People's Preparatory Charter School
City of East Orange	Montclair BOE	South-Orange Maplewood BOE
Essex County	Newark Educators Community Charter	The Township of South Orange Village
Essex County Vo-Tech School	Newark Legacy Charter	Team Academy Charter
Borough of Essex Fells	Newark Public Schools	Township of Verona
Essex Fells School District	North Caldwell BOE	Verona BOE
Essex Regl Educational Svcs Com.	North Star Academy	West Essex Regional BOE
Fairfield Township	Nutley BOE	Township of West Caldwell
Glen Ridge BOE	Nutley Township	West Orange Township
Livingston BOE	Roseville Community Charter	West Orange BOE
<b>Gloucester</b>		
Clayton Public Schools	Gloucester County College	Monroe BOE
Clearview Regional HSD	County of Gloucester	National Park School District
Delsea Reg. H S District	Gloucester County Special Services/Vocational-Technical Schools	Pitman BOE
Deptford Township BOE	Township of Gloucester	South Harrison Twp School District
Township of Franklin BOE	Greenwich Township BOE	Washington Township BOE
Gateway Regional High School	Harrison Township BOE	Westville BOE
Glassboro BOE	Kingsway Regional School District	Woodbury City Public School District
	Mantua Township BOE	Woodbury Heights BOE
<b>Hudson</b>		
City of Bayonne BOE	Hoboken BOE	M.E.T.S. Charter School
Beloved Community Charter	Hoboken Dual Language Charter School	Secaucus BOE
East Newark Public School	City of Jersey City	Washington Township BOE
Ethical Community Charter School	Jersey City Community Charter	Weehawken BOE
Elysian Charter School	Jersey City Public Schools	West New York BOE
Golden Door Charter School	Kearny BOE	Town of West New York
Guttenberg BOE	Hudson County	
Harrison Township of BOE	Hudson County Community College	
City of Hoboken	Hudson County Schools of Technology	
<b>Hunterdon</b>		
Alexandria BOE	French Town BOE	Lebanon Township BOE
Township of Bethlehem	Hampton Borough BOE	Millford BOE
Bloomsbury BOE	High Bridge BOE	Millford Borough of
Califon BOE	Borough of High Bridge	No. Hunterdon-Voorhees Reg. HS Dist
Clinton Township BOE	Township of Holland	Township of Raritan
Town of Clinton BOE	Holland Township BOE	Township of Readington
Delaware Valley Regl. HS BOE	Hunterdon Central Regional HS	Readington Township BOE
East Amwell BOE	Hunterdon County ESC	South Hunterdon Regl HS BOE
Township of East Amwell	Kingwood Township BOE	Tewksbury BOE
Flemington-Raritan SD	Borough of Lebanon BOE	Union Twp BOE
Franklin Township BOE	Township of Lebanon	West Amwell Township SD

As of 6/17/14



State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO Box 803  
TRENTON, NJ 08625-0803

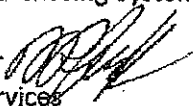
CHRIS CHRISTIE  
GOVERNOR

KIM GUADAGNO  
LT. GOVERNOR

RICHARD E. CONSTABLE, III  
ACTING COMMISSIONER

MEMORANDUM

TO: Lead Agency for a Cooperative Purchasing System

FROM: Marc H. Pfeiffer, Deputy Director   
Division of Local Government Services

DATE: February 3, 2012

SUBJECT: Middlesex Regional Educational Services Commission Cooperative Pricing System - ID# 65MCESCCPS

---

The Division of Local Government Services is in receipt of your recent submission requesting:

- Registration of a Cooperative Pricing System
- Modification of a Cooperative Pricing System
- Registration Renewal of a Cooperative Pricing System

The documentation submitted has been reviewed and the forms attached to this memorandum contain the Division's response. Your new expiration date is **May 21, 2017**.

Should you have any questions regarding this matter, please contact Giulietta Passarelli at 609-292-7842.

MHP:gp

Note to File:  
ID# 65MCESCCPS

- 1) Registration renewal
- 2) Added 11 new members: Freehold Reg. HS Dist.; Monroe Twp. BOE (Gloucester); Roseland BOE; Pitman BOE; Hammonton BOE; Moorestown BOE; Hackettstown BOE; Stafford Twp. BOE; Salem City BOE; Mount Olive Public Library; Burlington Twp. BOE

File #65

**REQUEST FOR REGISTRATION OR MODIFICATION OF A COOPERATIVE PRICING SYSTEM, JOINT PURCHASING SYSTEM OR REGIONAL COOPERATIVE PURCHASING SYSTEM**  
(COOPERATIVE PURCHASING FORM CP-2001)

Return completed Form with all documentation to:

Cooperative Purchasing  
Division of Local Government Services  
PO Box 803  
Trenton NJ 08625-0803  
Attn: Co-op

**CONDITION**  
*To the extent that bids may have been received or a contract may have been awarded by an unregistered Cooperative Purchasing System without it first having obtained the requisite approval from the Division pursuant to N.J.A.C. 5:34-7.1 et seq., the Division is not in a position to address or resolve any legal questions which may exist as a result of such circumstances.*

<input checked="" type="checkbox"/>	Cooperative Pricing System	<input type="checkbox"/>	Joint Purchasing System	<input type="checkbox"/>	Regional Cooperative Pricing System
<b>SYSTEM TYPE</b>					

**SYSTEM IDENTIFICATION**

System Name: Middlesex Regional Educational Services Commission      Identifier 65MCECCPS


<input checked="" type="checkbox"/>	System Registration	<input checked="" type="checkbox"/>	Add/Delete Member(s)	<input type="checkbox"/>	Renew Registration	<input type="checkbox"/>	Other (Check Below)
A	<input type="checkbox"/> Lead Agency Resolution	<input type="checkbox"/>	<input type="checkbox"/> New Member Resolution(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Lead Agency Resolution	<input type="checkbox"/>	<input type="checkbox"/> Change Lead Agency
t	<input type="checkbox"/> Member Resolution(s)	<input type="checkbox"/>	<input type="checkbox"/> Lead / Member Agreement(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> List of Current Members	<input type="checkbox"/>	<input type="checkbox"/> Add/Delete Commodity
a	<input type="checkbox"/> Agreement(s)	<input type="checkbox"/>		<input type="checkbox"/>	(Submit new members on separate CP-2001)	<input type="checkbox"/>	<input type="checkbox"/> Change Address
c						<input type="checkbox"/>	<input type="checkbox"/> Other (List Below)
h							

**DETAILS** (Identify changes in: membership, commodities purchased or other information as appropriate)

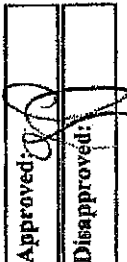
Middlesex Regional Educational Services Commission  
-65MCECCPS  
Current member list attached

2

This is to certify that the requirements of N.J.S.A. 40A:11-1 et seq. or N.J.S.A. 18A:18A-1 et seq., as appropriate, and N.J.A.C. 5:34-7.1 et seq. are understood and the System is in compliance with them.

Signature:		E-mail Address:	pmoran@mresc.k12.nj.us
Name:	Patrick M. Moran	Phone:	732-777-9848; Ext. 3120
Title:	Business Administrator/Board Secretary	Date:	

Official Use:

Approved: 	Materials Complete:	Effective Date:	System Expiration:
Disapproved:	2312	1/31/12	5/21/2017

1/11

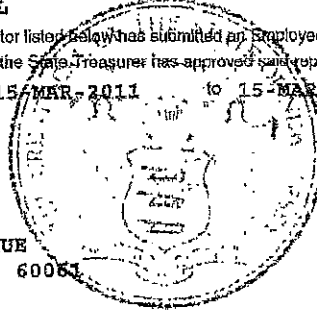
Certification 26158

## 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-2011 to 15-MAR-2014

CDW GOVERNMENT, LLC  
230 N. MILWAUKEE AVENUE  
VERNON HILLS IL 60061



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Signature



Name Tara K. Barbieri

Title Director, Program Sales

Company Name: CDW Government LLC

**Chapter 271**  
**Political Contribution Disclosure Form**  
**(Contracts that Exceed \$17,500.00)**  
**Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

**Reportable Contributions**

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

**No Reportable Contributions** (Please check (✓) if applicable.)

I certify that CDW Government LLC (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

**Certification**

I certify, that the information provided above is in full compliance with Public Law 2005 - Chapter 271.

Name of Authorized Agent Tara K. Barbieri  
 Signature *Tara K. Barbieri* Title Director, Program Sales  
 Business Entity CDW Government LLC

To be completed and signed below.

Return with Bid

### STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Please check one type of Ownership, complete the form, and execute where provided.

- Corporation
- Partnership
- Sole Proprietorship
- Sub Chapter S Corp.
- Limited Partnership
- Limited Liability Corp.
- Limited Liability Partnership
- Other \_\_\_\_\_

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH BID. In the event that there are no persons who own ten percent or more of the stock or ownership of the respondent, then such fact should be certified below as part of this disclosure.

Name of Company CDW Government LLC

Address 230 N. Milwaukee Avenue

City, State, Zip Vernon Hills, IL 60061

\*Please see the attached ownership statement included with these forms.

*List of Owners with Ten Percent (10%) or More Interest*

Owner's Name	Home Address	Title/Office Held	Percent (%) of Partnership Shares Owned

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

Signature Tara K. Barbieri Date 06-07-13

*(form continued on next page) →→*



To be completed and signed below. Return with Bid

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (cont'd.)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, \_\_\_\_\_, is organized

\_\_\_\_\_  
\_\_\_\_\_

Names of Principals

Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Use additional paper if needed. Check here  if additional sheets are attached.

\*Please see the attached ownership statement included with these forms.

Name of Company CDW Government LLC

Address 230 N. Milwaukee Avenue

City, State, Zip Vernon Hills, IL 60061

Authorized Agent: Tara K. Barbieri Title: Director, Program Sales

*Tara K. Barbieri*

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

**Name** (as shown on your income tax return)  
**CDW LLC**

**Business name/disregarded entity name, if different from above**  
**CDW GOVERNMENT LLC, CDW GOVERNMENT, CDWG**

Check appropriate box for federal tax classification:

Individual/sole proprietor     Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **C**     Exempt payee

Other (see instructions) ▶

**Address** (number, street, and apt. or suite no.)  
**300 N MILWAUKEE AVE**

**City, state, and ZIP code**  
**VERNON HILLS, IL 60061**

**List account number(s) here (optional)**

**Requester's name and address (optional)**

Print or type  
See Specific instructions on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

--	--	--	--	--	--	--	--	--	--

**Employer identification number**

--	--	--	--	--	--	--	--	--	--

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person:    Date: **01/03/2013**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



# CERTIFICATE OF LIABILITY INSURANCE

CDWLLC

DATE (MM/DD/YYYY)  
3/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Commercial Lines - (617) 330-1005 Wells Fargo Insurance Services USA, Inc. 699 Boylston St, 6th Floor Boston, MA 02116	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (800) 225-8604 FAX (A/C, No): E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CDW Government LLC 230 North Milwaukee Avenue Vernon Hills, IL 60061	<b>INSURER A:</b> Travelers Property Casualty Co of America NAIC #: 25674	
	<b>INSURER B:</b> Charter Oak Fire Insurance Co. NAIC #: 25615	
	<b>INSURER C:</b> New Hampshire Insurance Co, NAIC #: 23841	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 5727703**      **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL SUBR (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		8600252P993	10/01/2012	10/01/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
		<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY		Domestic Auto - BA0239P10A	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB					EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				AGGREGATE	\$
		<input type="checkbox"/> CLAIMS-MADE					\$
		DED					\$
		RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		086476351 (AOS) 086476352 (MA,ND,OH,WA,WI,WY)	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)	Y/N					
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

The certificate holder is included as additional insured applicable to the General Liability where required by written contract, regarding the activities of the Named Insured per form #CGD4170708.  
A Waiver of Subrogation for Workers' Compensation coverage is included.

**CERTIFICATE HOLDER**

Middlesex Regional Educational Services Commission  
1660 Stetson Road  
Second Floor  
Isclaway, NJ 08854

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jeanne Brubaker*

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ACORD 25 (2010/05)

(This certificate replaces certificate # 4939287 issued on 10/02/2012)

State of New Jersey  
Division of Purchase and Property  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: MRESC 13/14-04, Technology Supplies & Services Bidder/Offeror: CDW Government LLC

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- X is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND
- X is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. 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 boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

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.

Full Name (Print): Tara K. Barbieri

Signature: \_\_\_\_\_

Title: Director, Program Sales

Date: 06/17/13

## Section B – Acceptance of Bid and Contract Award

### Section B. Acceptance of Bid and Contract Award - MRESC 13/14-04 Technology Supplies & Services

#### ACCEPTANCE OF BID AND CONTRACT AWARD TO BE COMPLETED BY BIDDER

In compliance with the Request for Bid, the undersigned warrants that I/we have examined the Instructions to Respondents, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the Request for Bid. Signature also certifies understanding and compliance with the certification requirements of the MRESC's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility and that of any proposed subcontractors, time of completion, as well as other factors of interest to the MRESC as stated in the evaluation section will be a consideration in making the award.

Your bid for contracting services is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Bid. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from a Co-op Member. The parties intend this contract to constitute the final and complete agreement between the MRESC and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue for one year unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for twelve additional months.

Company Name CDW Government LLC Date 06-07-13  
Company Address 2 Corporate Dr., Suite 800 City Shelton State CT Zip 06484  
Contact Person Kimberly Sherwood Title Proposal Specialist II  
Authorized Signature (ink only) *Mark Fabre* Title Director, Program Sales

#### ACCEPTANCE OF BID AND CONTRACT AWARD TO BE COMPLETED ONLY BY MRESC

Awarding Agency: Middlesex Regional Educational Services Commission

Agency Executive: *Patrick M. Moran*  
Patrick M. Moran, SBA/BS

Awarded this 14<sup>th</sup> day of July 2013 Contract Number MRESC 13/14-04

DW Government LLC  
06-11-13  
MRESC  
Technology Supplies and Services  
Bid Number MRESC 13/14-04



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

City Clerk File No. Res. 15.204

Agenda No. 10.U

Approved: MAR 25 2015

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CDW GOVERNMENT INC. FOR CISCO SMARTNET RENEWAL UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)**

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

**WHEREAS**, Cisco Smartnet Renewal is needed to support the hardware/software, network switches, routers and firewalls within the Department of Public Safety (Police). The Cisco Smartnet TAC allows for 24-hour access to experts in the Cisco Technical Assistance Center (TAC), self-help support through online communities, resources, and tools hardware replacement options, including 2-hour, 4-hour and next business day support/maintenance; 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 \$36,000.00; and

**WHEREAS**, CDW Government Inc., 200 N. Milwaukee Avenue, Vernon Hills, Illinois is an authorized dealer and distributor of Cisco Systems and is in possession of State Contract No. A87720, submitted a proposal in the amount of \$45,960.26 for the Cisco Smartnet Renewal; and

**WHEREAS**, funds are available for this contract in **Public Safety (Police) Capital Account**;

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	116515	A87720	\$45,960.26

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

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

1. A contract is awarded to CDW Government Inc. for the Cisco Smartnet Renewal for the Department of Public Safety (Police).
2. The total amount is \$45,960.26.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CDW GOVERNMENT INC. FOR CISCO SMARTNET RENEWAL UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)**

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

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	116515	A87720	\$45,960.26

Approved by Peter Folgado, Director of Purchasing RPPO, QPA

March 12, 2015  
Date

PF/pv  
3/12/15

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CDW GOVERNMENT INC. FOR CISCO SMARTNET RENEWAL UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

**Project Manager**

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

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

**Contract Purpose**

Provide software for the maintenance and administration of the entire Public Safety network.

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

\$45,960.26

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

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Janome Cole  
Signature of Department Director

3/10/15  
Date



SMARTnet RENEWAL QUOTE FOR CITY OF JERSEY CITY  
EFFECTIVE COVERAGE CO-TERMED THROUGH APRIL 30, 2018

Req# 0169547  
CDW

CDW  
Account Manager: Glen Brown  
260 Industrial Way W,  
Eatontown, NJ 07724  
(202) 851-7193 phone

Please Note: This Quote is valid for 30 days from the Quote Date  
Quote Generated On: February 25, 2015  
Currently Expired - No TAC Support until Renewed

Quote Number: 8044766  
Contract Number: NEW  
8x5xNext Business Day (SNT)

Site ID#	Location	Item Name	Description	Serial Number	Begin	Expd Date	Annual Cost	Percent Cost	Discounted Cost
404212467	JERSEY CITY	WS-C3750G-24TS	Cisco Catalyst 3750G-24TS-1U - switch - 24 ports - managed -	FOC1335591PW	15-Jan-15	14-Jan-16	\$ 462.00	\$ 462.00	\$ 415.80
404212467	JERSEY CITY	WS-C4507R-E	Cisco Catalyst 4507R-E - switch - rack-mountable	FOX1607H3K8	13-Jan-15	14-Jan-16	\$ 2,770.00	\$ 2,770.00	\$ 2,493.00
404212467	JERSEY CITY	WS-C6504E-S52-GE	6504-E Chassis + Fan Tray + Sup52-GE	FOX1451GAM2	1-Jan-16	14-Jan-16	\$ 2,029.00	\$ 77.82	\$ 70.04
404212467	JERSEY CITY	WS-C6504E-S52-GE	6504-E Chassis + Fan Tray + Sup52-GE	FOX1451GGD7	1-Jan-16	14-Jan-16	\$ 2,029.00	\$ 77.82	\$ 70.04
404212467	JERSEY CITY	CISCO2821	Cisco 2821 - router - desktop	FTX1437A8B1	25-Feb-15	14-Jan-16	\$ 755.00	\$ 670.19	\$ 603.17
402699028	JERSEY CITY	ASA5510-BUN-K9	Cisco ASA 5510 Firewall Edition - security appliance	OMX18241080	15-Jan-15	14-Jan-16	\$ 482.00	\$ 482.00	\$ 433.80
402699028	JERSEY CITY	AIR-CT51131AG-A	Cisco AirPort 1131AG-A - wireless access point	FTX1128N29K	15-Jan-15	14-Jan-16	\$ 64.00	\$ 64.00	\$ 57.60
404212467	JERSEY CITY	ASA5540-BUN-K9	Cisco ASA 5540 - Firewall Edition - security appliance	JMX1305L11X	15-Jan-15	14-Jan-16	\$ 2,345.00	\$ 2,345.00	\$ 2,110.50
404212467	JERSEY CITY	PS-C6509E-S720-10G	Catalyst Chassis + Fan Tray + Sup720-10G, IP Base ONLY incl. VSS	SMG1305N11F	15-Jan-15	14-Jan-16	\$ 6,825.00	\$ 6,825.00	\$ 6,142.50
404212467	JERSEY CITY	AIR-LAP1131AG-A	Cisco AirPort 1131AG-A - wireless access point	FTX164G191F	20-Jan-15	14-Jan-16	\$ 64.00	\$ 63.12	\$ 56.81
418980336	JERSEY CITY	WS-C3560X-24P-S	Catalyst 3560X 24 Port PoE IP Base	FDO1738R1WZ	1-May-17	30-Apr-18	\$ 306.00	\$ 306.00	\$ 275.40
404212467	JERSEY CITY	CISCO2821-V/K9	2821 Voice Bundle-PEDM2-35-SP-Str-138R/S12D	FTX1038A3ER	15-Jan-15	14-Jan-16	\$ 755.00	\$ 755.00	\$ 679.50
404212467	JERSEY CITY	PS-C6509E-S720-10G	Catalyst Chassis + Fan Tray + Sup720-10G, IP Base ONLY incl. VSS	SMG1304NDMH	15-Jan-15	14-Jan-16	\$ 6,825.00	\$ 6,825.00	\$ 6,142.50
404212467	JERSEY CITY	PS-C6509E-S720-10G	Catalyst Chassis + Fan Tray + Sup720-10G, IP Base ONLY incl. VSS	SMG1304NDMH	15-Jan-15	14-Jan-16	\$ 6,825.00	\$ 6,825.00	\$ 6,142.50
404212467	JERSEY CITY	WS-C2960-8TTL-L	Cisco Catalyst 2960-8TTL - switch - 48 ports - managed - fac	FOC1306Z6NZ	15-Jan-15	14-Jan-16	\$ 150.00	\$ 150.00	\$ 135.00
404212467	JERSEY CITY	WS-C2960-8TTL-L	Cisco Catalyst 2960-8TTL - switch - 48 ports - managed - fac	FOC1306Z6NZ	15-Jan-15	14-Jan-16	\$ 150.00	\$ 150.00	\$ 135.00
404212467	JERSEY CITY	WS-C2960-8TTL-L	Cisco Catalyst 2960-8TTL - switch - 48 ports - managed - fac	FOC1306Z6NZ	15-Jan-15	14-Jan-16	\$ 150.00	\$ 150.00	\$ 135.00
404212467	JERSEY CITY	WS-C2960-8TTL-L	Cisco Catalyst 2960-8TTL - switch - 48 ports - managed - fac	FOC1306Z6NZ	15-Jan-15	14-Jan-16	\$ 150.00	\$ 150.00	\$ 135.00
404212467	JERSEY CITY	ASA5540-BUN-K9	Cisco ASA 5540 - Firewall Edition - security appliance	JMX13181009	15-Jan-15	14-Jan-16	\$ 2,345.00	\$ 2,345.00	\$ 2,110.50
404212467	JERSEY CITY	ASA5540-BUN-K9	Cisco ASA 5540 - Firewall Edition - security appliance	JMX13181009	15-Jan-15	14-Jan-16	\$ 2,345.00	\$ 2,345.00	\$ 2,110.50
404212467	JERSEY CITY	WS-C3750G-48TS-S	Catalyst 3750-48 10/100/1000 + 4-SFP + IP Base	FOC1315727G	15-Jan-15	14-Jan-16	\$ 924.00	\$ 924.00	\$ 851.60
404212467	JERSEY CITY	WS-C2960-24PC-L	Cisco Catalyst 2960-24PC-L - switch - 24 ports - managed - f	FOC1334210X	15-Jan-15	14-Jan-16	\$ 150.00	\$ 150.00	\$ 135.00
404212467	JERSEY CITY	CISCO2821	Cisco 2821 - router - desktop	FTX1330AH3P	15-Jan-15	14-Jan-16	\$ 755.00	\$ 755.00	\$ 679.50
404212467	JERSEY CITY	PS-C6509E-S720-10G	Catalyst Chassis + Fan Tray + Sup720-10G, IP Base ONLY incl. VSS	SMG1305N11F	15-Jan-15	14-Jan-16	\$ 6,825.00	\$ 6,825.00	\$ 6,142.50
404212467	JERSEY CITY	CISCO2821	Cisco 2821 - router - desktop	FTX1330AH3A	15-Jan-15	14-Jan-16	\$ 755.00	\$ 755.00	\$ 679.50
404212467	JERSEY CITY	CISCO2821	Cisco 2821 - router - desktop	FTX1330AH3G	15-Jan-15	14-Jan-16	\$ 755.00	\$ 755.00	\$ 679.50
404212467	JERSEY CITY	CISCO2821	Cisco 2821 - router - desktop	FTX1330AH3G	15-Jan-15	14-Jan-16	\$ 755.00	\$ 755.00	\$ 679.50
404212467	JERSEY CITY	CISCO2821	Cisco 2821 - router - desktop	FTX1330AH3C	15-Jan-15	14-Jan-16	\$ 755.00	\$ 755.00	\$ 679.50
404212467	JERSEY CITY	CISCO2821	Cisco 2821 - router - desktop	FTX1330AH3C	15-Jan-15	14-Jan-16	\$ 755.00	\$ 755.00	\$ 679.50
404212467	JERSEY CITY	CISCO2821	Cisco 2821 - router - desktop	FTX1330AH3X	15-Jan-15	14-Jan-16	\$ 755.00	\$ 755.00	\$ 679.50
404212467	JERSEY CITY	CISCO2821	Cisco 2821 - router - desktop	FTX1330AH3X	15-Jan-15	14-Jan-16	\$ 755.00	\$ 755.00	\$ 679.50
404212467	JERSEY CITY	CISCO2821	Cisco 2821 - router - desktop	FTX1330AH3Y	15-Jan-15	14-Jan-16	\$ 755.00	\$ 755.00	\$ 679.50
404212467	JERSEY CITY	CISCO2821	Cisco 2821 - router - desktop	FTX1330AH3D	15-Jan-15	14-Jan-16	\$ 755.00	\$ 755.00	\$ 679.50
404212467	JERSEY CITY	CISCO2821	Cisco 2821 - router - desktop	FTX1330AH3D	15-Jan-15	14-Jan-16	\$ 755.00	\$ 755.00	\$ 679.50
404212467	JERSEY CITY	WS-C2960-48TS-L	Cisco Catalyst 2960-48TS-L - switch - 48 ports - managed -	FOC1328W8K6	15-Jan-15	14-Jan-16	\$ 270.00	\$ 270.00	\$ 243.00
404212467	JERSEY CITY	PS-C6509E-S720-10G	Catalyst Chassis + Fan Tray + Sup720-10G, IP Base ONLY incl. VSS	SMG1305N11M	15-Jan-15	14-Jan-16	\$ 6,825.00	\$ 6,825.00	\$ 6,142.50

Total: \$ 45,060.26

Site ID#	Site Name	Address
418980336	JERSEY CITY PSCC	75 BISHOP ST, JERSEY CITY, NJ, 07304
404212467	CITY OF JERSEY CITY	1 JOURNAL SQUARE, JERSEY CITY, NJ, 07302
402699028	CITY OF JERSEY CITY	715 SUMMIT AVENUE, JERSEY CITY, NJ, 07306
404212467	CITY OF JERSEY CITY	100 CLIFTON PL, JERSEY CITY, NJ, 07304

Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless specifically stated). This quote excludes sales tax (unless specifically stated).

Acceptance of Terms and Conditions of Sales and Services

By ordering or accepting delivery of Products from Seller or by engaging Seller to perform or to procure Services on behalf of Customer, Customer thereby signifies its agreement with Seller: (i) The terms and conditions provided on this link apply: <http://www.cdw.com/content/terms-conditions/default.aspx>, except if there is an effective written agreement between the parties applicable to the Transaction; then the terms and conditions governing the Transaction are those contained in such effective written agreement; and (ii) that if Customer delivers or conveys to Seller by any means: (a) any additional terms or conditions; or (b) any terms or conditions that differ in any respect, material or otherwise, from those governing the Transaction, then such terms or conditions will be null and void unless accepted in a writing executed by the authorized signatories of both parties.

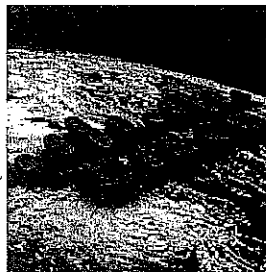
Industry Solutions

## WSCA-NASPO 2014 New Jersey

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- [U.S. GOVERNMENT SOLUTIONS AND SERVICES](#)
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- [GOVERNMENT CONTRACTS AND FUNDING VEHICLES](#)
- [STATE AND LOCAL GOVERNMENT CONTRACTS](#)
- [WSCA-NASPO 2014](#)
- [WSCA-NASPO 2014 Alaska](#)
- [WSCA-NASPO 2014 California](#)
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### WSCA-NASPO #AR233 (14-19) Participating Addendum for NJ #87720

Contract Start Date: 8/29/2014  
Contract Duration: 5 years



Minimum Discounts	Ordering instructions	Contract Highlights	Contract Documents
Product Discount: 35%			
Service Discount:			
Cisco SMARTnet	Discount % (Government)	Discount % (Education)	
1-Year Contract	10%	25%	
3-Year Prepaid Contract*	17%	28%	
5-Year Prepaid Contract*	21%	30%	
Technical/Maintenance Services (Not Under SMARTnet Program) 10%			
Training/Learning Credits 0%			
Advanced Services (Non-SOW Based) 0%			

#### Authorized WSCA Resellers for the State

The following Cisco partners 1) currently qualify under Cisco's established partner selection criteria for the above-referenced Cisco Prime Contract, and 2) have been authorized by the State to participate as Cisco Subcontractors under that agreement:

To verify a Partner's current Cisco Technical Certifications or Specializations, please refer to the Partner Locator Tool.

A-D | E-L | M-R | S-Z

LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS	PARTNER CONTACT INFORMATION
Aspire Technology Partners, LLC 100 Village Court, Suite 300 Hazlet, NJ 07730 Phone: 732-847-9612 Fax: 732-847-9620 Federal ID #42-1628916	REMIT-TO: Liz Ciaglia 100 Village Court, Suite 300 Hazlet, NJ 07730 Phone: 732-847-9640
	CUSTOMER ORDERS: Brooke Olander 100 Village Court, Suite 300 Hazlet, NJ 07730 Phone: 732-847-9635
	Cust Svc/ESCALATIONS: Brooke Olander Phone: 732-847-9635

#### Related Links

- [Partner Locator](#)
- [WSCA-NASPO Website](#)

#### Price Lists

- [Cisco U.S. Global Price Lists](#)

#### Adobe® Reader®

- [Get Adobe Reader](#)

#### Contact Us

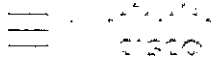
Partners: [Contract Application Requests](#)

[Full Contact List](#)

#### Marketing

- [Data Center and Virtualization Overview](#)
- [Unified Computing System Solution Overview](#)

LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS	PARTNER CONTACT INFORMATION
CDW Government LLC * 230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 847-465-6000 Toll Free: 800-808-4239 Fax: 847-968-0978 Federal ID #38-3679618  *Authorized Sourcefire Reseller	<b>REMIT-TO:</b> CDW 75 Remittance Dr. Suite 1515 Chicago, IL 60675-1515  <b>CUSTOMER ORDERS:</b> Kevin Cucel 230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 203-851-7012 <b>Cust Srvc/ESCALATIONS:</b> Kevin Cucel Phone: 203-851-7012
Computer Design & Integration, LLC. 696 Route 46 West Teterboro, NJ 07608 Phone: 201-931-1420 Fax: 201-931-0101 Federal ID #13-3823827	<b>REMIT-TO:</b> Carla Caccioli 696 Route 46 West Teterboro, NJ 07608 Phone: 201-426-9278  <b>CUSTOMER ORDERS:</b> Brad Curtis 696 Route 46 West Teterboro, NJ 07608 Phone: 201-426-9214 <b>Cust Srvc/ESCALATIONS:</b> Brad Curtis Phone: 201-426-9214
Continental Resources, Inc. 175 Middlesex Turnpike Bedford, MA 01730 Phone: 800-937-4688 Toll Free: 800-937-4688 Fax: 781-687-6273 Federal ID #04-2297141	<b>REMIT-TO:</b> Carol Cavaller 175 Middlesex Turnpike Bedford, MA 01730 Phone: 781-533-0355  <b>CUSTOMER ORDERS:</b> Jim DiGiovanni 175 Middlesex Turnpike Bedford, MA 01730 Phone: 781-533-0313 <b>Cust Srvc/ESCALATIONS:</b> Jim DiGiovanni Phone: 781-533-0313
Core BTS, Inc. 750 Route 202, Suite 210 Bridgewater, NJ 08807 Phone: 908-566-0906 Fax: 908-566-0901 Federal ID #20-3873764	<b>REMIT-TO:</b> Marivic Padgett P.O.Box 7744119, 4410 Solutions Center Chicago, IL 60677  <b>CUSTOMER ORDERS:</b> Cyndi Frederick 750 Route 202, Suite 210 Bridgewater, NJ 08807 Phone: 908-566-0923 <b>Cust Srvc/ESCALATIONS:</b> Michele Kramer Phone: 908-566-0806
Dimension Data North America, Inc. 499 Thornall Street 3rd Floor Edison, NJ 08837 Phone: 732-452-5237 Fax: 732-452-5202 Federal ID #13-2554344	<b>REMIT-TO:</b> Sinead Golding Credit Specialist 11006 Rushmore Drive Ste. 300 Suite 1010* Charlotte, NC 28277  <b>CUSTOMER ORDERS:</b> Vincent Pisciotta 499 Thornall Street 3rd Floor Edison, NJ 08837 Phone: 732-452-5238 <b>Cust Srvc/ESCALATIONS:</b> Vincent Pisciotta Phone: 732-452-5238
DynTek Services, Inc. 4440 Von Karman, Suite 200	<b>REMIT-TO:</b> Steven Nguyen



# Locate a Cisco Partner

Product, Category or Company

City, State or Zip



Country\*




[Advanced Search Criteria](#)

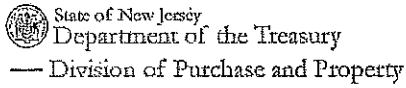
Show Map Sort By :

Partner Name	Location	Contact Details
<b>CDW</b> 	200 N. Milwaukee Ave. Vernon Hills, IL , 60061 USA + Additional Locations (siteGroupDetail.do?begeoid=44)	<b>Phone:</b> 847-465-6000 <b>Website:</b> WWW.CDW.COM (http://WWW.CDW.COM)

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- [Feedback \(https://secure.opinionlab.com/cc01/o.asp?id=jBjOhqOJ\)](https://secure.opinionlab.com/cc01/o.asp?id=jBjOhqOJ)
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- [Privacy \(//www.cisco.com/web/siteassets/legal/privacy.html\)](http://www.cisco.com/web/siteassets/legal/privacy.html) |
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- [Trademarks of Cisco Systems Inc. \(//www.cisco.com/web/siteassets/legal/trademark.html\)](http://www.cisco.com/web/siteassets/legal/trademark.html)

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TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
M7000 15-r -23681	DATA COMMUNICATIONS EQUIPMENT	CISCO SYSTEMS INC	87720
			TOP



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## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

**CERTIFICATE NUMBER 1561883 FOR CDW GOVERNMENT LLC IS VALID.**

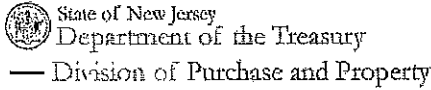


## New Jersey Division of Revenue

Revenue NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0095418 FOR CISCO SYSTEMS, INC. IS VALID.



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

**M-7000  
DATA COMMUNICATIONS EQUIPMENT**

Vendor Information
Authorized Dealers
By Vendor
Email to VICENTE AZARCON

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

[Download All Documents](#)

- [Contractor List Adobe PDF \(9 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(97 kb\)](#)

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The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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.

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[NOAs By Title](#)

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<b>Index #:</b>	M-7000
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 09/01/14 TO: 05/31/19
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*



	ARUBA NETWORKS INC 1344 CROSSMAN AVE SUNNYVALE, CA 94089
<b>Contact Person:</b>	ANDREW TANGUAY
<b>Contact Phone:</b>	408-419-4260
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	88133
<b>Expiration Date:</b>	05/31/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	BROCADE COMMUNICATIONS SYSTEMS INC 130 HOLGER WAY SAN JOSE, CA 95134
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	000-000-0000
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	87718
<b>Expiration Date:</b>	05/31/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	CISCO SYSTEMS INC 8TH FLOOR 499 THORNALL STREET EDISON, NJ 08837
<b>Contact Person:</b>	TONY MORELLI ACCOUNT MANAGER
<b>Contact Phone:</b>	732-635-4309
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	87720
<b>Expiration Date:</b>	05/31/19
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	EXTREME NETWORKS 2121 RDU CENTER DRIVE/STE 300 MORRISVILLE, NC 27560
<b>Contact Person:</b>	MICHAEL SWIERK

	696 ROUTE 46 WEST TETERBORO NJ 07608
<b>Contact Person:</b>	DAVE REID
<b>Contact Phone:</b>	201-931-1420
<b>Dealer/Distributor Name &amp; Address:</b>	CONSILANT TECHNOLOGIES LLC 15375 BARRANCA PARKWAY A-209 IRVINE CA 92618
<b>Contact Person:</b>	DAVID CERNIGLIA
<b>Contact Phone:</b>	949-784-0353
<b>Dealer/Distributor Name &amp; Address:</b>	GLENCOM SYSTEMS 25 E PRICE ST LINDEN NJ 07036
<b>Contact Person:</b>	BILL VASILIADES
<b>Contact Phone:</b>	908-486-0420-X233
<b>Dealer/Distributor Name &amp; Address:</b>	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
<b>Contact Person:</b>	KATIE OKANE
<b>Contact Phone:</b>	732-868-5904
<b>Dealer/Distributor Name &amp; Address:</b>	WRFF LLC DBA ARGENTIUM SOLUTIONS 123 E 54TH STREET APT 7A NEW YORK NY 10022
<b>Contact Person:</b>	BRANT STEVENS
<b>Contact Phone:</b>	212-931-8566
<b>Contract#:</b> 87719	<b>Title:</b> DATA COMMUNICATIONS EQUIPMENT
<b>Dealer/Distributor Name &amp; Address:</b>	EASTERN DATA COMM INC 44 COMMERCE WAY HACKENSACK NJ 07601
<b>Contact Person:</b>	DAN HARRISON
<b>Contact Phone:</b>	201-457-3311-X137
<b>Dealer/Distributor Name &amp; Address:</b>	ENTEL SYSTEMS INC 230 WEST PARKWAY STE 8 POMPTON PLAINS NJ 07444
<b>Contact Person:</b>	JIM BLACK
<b>Contact Phone:</b>	201-447-2000
<b>Contract#:</b> 87720	<b>Title:</b> DATA COMMUNICATIONS EQUIPMENT
<b>Dealer/Distributor Name &amp; Address:</b>	ASPIRE TECHNOLOGY PARTNERS 100 VILLAGE COURT 3FL HAZLET NJ 07730
<b>Contact Person:</b>	FROST SCHROEDER
<b>Contact Phone:</b>	732-847-9612
<b>Dealer/Distributor Name &amp; Address:</b>	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
<b>Contact Person:</b>	JOHN MAZELLA
<b>Contact Phone:</b>	866-776-7415
<b>Dealer/Distributor Name &amp; Address:</b>	COMPUTER DESIGN & INTEGRATION LLC 696 ROUTE 46 WEST TETERBORO NJ 07608
<b>Contact Person:</b>	DAVE REID
<b>Contact Phone:</b>	201-931-1420
<b>Dealer/Distributor Name &amp; Address:</b>	CONTINENTAL RESOURCES INC 27 WORLDS FAIR DR SOMERSET NJ 08873

	SAN & VSAN MANAGEMENT; AND SAN OPTIMIZATION. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 206-64-077625 [COMPUTER HARDWARE AND PERIPHERALS FOR ...]  ITEM DESCRIPTION: SWITCHES SUCH AS: LAN ACCESS SWITCHES; LAN CORE SWITCHES; DATA CENTER SWITCHES; SOFTWARE DEFINED NETWORKS VIRTUALIZED SWITCHES; CARRIER AGGREGATION SWITCHES; AND CARRIER ETHERNET ACCESS SWITCHES. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 206-64-077626 [COMPUTER HARDWARE AND PERIPHERALS FOR ...]  ITEM DESCRIPTION: WIRELESS APPLIANCES SUCH AS: ACCESS POINTS; OUTDOOR WIRELESS ACCESS; WIRELESS LAN CONTROLLERS; WIRELESS LAN NETWORK SERVICES & MANAGEMENT; AND CLOUD BASED SERVICES FOR ACCESS POINTS. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor:</b> CISCO SYSTEMS INC		<b>Contract Number:</b> 87720			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 920-37-077634 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: DATA CENTER APPLICATIONS SUCH AS: VIRTUALIZED LOAD BALANCERS AND WAN OPTIMIZATION APPLIANCES. FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED UNDER	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	<p>THIS PRICE LINE PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO</p> <p>COMM CODE: 206-64-077631 [COMPUTER HARDWARE AND PERIPHERALS FOR...]</p> <p>ITEM DESCRIPTION: NETWORKING SOFTWARE SUCH AS: NETWORK MANAGEMENT &amp; AUTOMATION; DATA CENTER MANAGEMENT &amp; AUTOMATION; CLOUD PORTAL &amp; AUTOMATION; AND BRANCH OFFICE MANAGEMENT &amp; AUTOMATION. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO</p>	1.000	EA	NET	N/A
00003	<p>COMM CODE: 206-64-077632 [COMPUTER HARDWARE AND PERIPHERALS FOR...]</p> <p>ITEM DESCRIPTION: NETWORK OPTIMIZATION &amp; ACCELERATION: DYNAMIC LOAD BALANCING; WAN ACCELERATION; AND HIGH AVAILABILITY &amp; REDUNDANCY. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO</p>	1.000	EA	NET	N/A
00004	<p>COMM CODE: 206-64-077633 [COMPUTER HARDWARE AND PERIPHERALS FOR...]</p> <p>ITEM DESCRIPTION: OPTICAL NETWORKING PRODUCTS SUCH AS: CORE DENSE WAVELENGTH DIVISION MULTIPLEXING SWITCHES; EDGE OPTICAL SWITCHES; OPTICAL NETWORK MANAGEMENT; AND IP OVER DWDM. DELIVERY: 30 DAYS ARO</p>	1.000	EA	NET	N/A
00005	<p>COMM CODE: 206-64-077584 [COMPUTER HARDWARE AND PERIPHERALS FOR...]</p>	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	ITEM DESCRIPTION: ROUTERS: BRANCH ROUTERS; NETWORK EDGE ROUTERS; CORE ROUTERS; SERVICE AGGREGATION ROUTERS; AND CARRIER ETHERNET ROUTERS. PLEASE REFER TO THE METHOD OF OPERATION FOR ADDITIONAL INFORMATION. DELIVERY: 30 DAYS ARO				
00006	COMM CODE: 206-64-077627 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: SECURITY PRODUCTS SUCH AS: DATA CENTER & VIRTUALIZATION SECURITY PRODUCTS AND APPLIANCES; INTRUSION DETECTION/PROTECTION & FIREWALL APPLIANCES; LOGGING APPLIANCES & ANALYSIS TOOLS; SECURE EDGE & BRANCH INTEGRATED SECURITY PRODUCTS; SECURE MOBILITY PRODUCTS; ENCRYPTION APPLIANCES AND SECURE ACCESS. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 206-64-087259 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: STORAGE AREA NETWORKING DEVICES SUCH AS DIRECTOR CLASS SAN SWITCHES & MODULES; FABRIC & BLADE SERVER SWITCHES; ENTERPRISE & DATA CENTER SAN & VSAN MANAGEMENT; AND SAN OPTIMIZATION. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 206-64-077625 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: SWITCHES SUCH AS: LAN ACCESS SWITCHES; LAN CORE SWITCHES; DATA CENTER SWITCHES;	1.000	EA	NET	N/A

	SOFTW ARE DEFINED NETWORKS VIRTUALIZED SWITCHES; CARRIER AGGREGATION SWITCHES; AND CARRIER ETHERNET ACCESS SWITCHES. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 206-64-077626 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: WIRELESS APPLIANCES SUCH AS: ACCESS POINTS; OUTDOOR WIRELESS ACCESS; WIRELESS LAN CONTROLLERS; WIRELESS LAN NETWORK SERVICES & MANAGEMENT; AND CLOUD BASED SERVICES FOR ACCESS POINTS. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 209-28-087258 [COMPUTER SOFTWARE FOR MINI AND...]  ITEM DESCRIPTION: UNIFIED COMMUNICATIONS SUCH AS: IP TELEPHONY; INSTANT MESSAGING/PRESENCE; UNIFIED MESSAGING; CONTACT CENTER; COMMUNICATION END POINTS & APPLICATIONS; UC NETWORK MANAGEMENT; COLLABORATION; AND COLLABORATIVE VIDEO. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor:</b> EXTREME NETWORKS		<b>Contract Number:</b> 87722			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 206-64-077631 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: NETWORKING SOFTWARE SUCH AS: NETWORK MANAGEMENT & AUTOMATION; DATA CENTER MANAGEMENT & AUTOMATION; CLOUD PORTAL & AUTOMATION; AND	1.000	EA	NET	N/A

**Method of Operation**  
**For**  
**Data Communications Products and Services**

**M7000**

**1.0 Purpose and Intent**

The purpose of this contract is to provide a mechanism to purchase data communications products and services for all State agencies and Cooperative Purchasing Participants.

The State of New Jersey has joined the Western States Contracting Alliance (“WSCA”) Data Communications Products and Services contract. The contract provides Data Communications products and services outlined in the specifications for all participating States. Through this program, the State of New Jersey and other participating states are leveraging their collective buying power to achieve significant cost savings for their respective taxpayers. This WSCA contract with participating equipment manufacturers for data communications products and services is managed by the state of Utah.

The State of New Jersey has signed Participating Addenda with several equipment manufacturers. Please refer to Contractor List posted on the State contract page. The Participating Addendum is a contractual document stipulating New Jersey-specific terms and conditions with each equipment manufacturer, and incorporates by reference all the terms and conditions of each Contractor’s individual contract with WSCA through the State of Utah. Each Contractor is permitted to sell the products and services as indicated in its Master Agreement (MA). Each MA is located on the WSCA Data Communications website, which is referenced below in Section 2.0.

**COOPERATIVE PURCHASING PARTNERS:** While the State of New Jersey makes this contracting vehicle available to county, local and quasi-governmental agencies, each Cooperative Purchasing Partner should make its own determination whether using this contracting vehicle is consistent with its procurement policies, rules and regulations.

**2.0 Contract Term**

The term of this contract is September 1, 2014 through May 31, 2019. Information about the WSCA Data Communications contracts is available on the WSCA website, which specifies the links for each manufacturer:

<http://www.aboutwsca.org/contract.cfm/contract/7wn2002>

**3.0 Method of Operation**

Using Agencies may only purchase products and services that are within the scope of each Contractor’s Master Agreement. There are no dollar limits on orders.

The Contractors may utilize Fulfillment Partners as approved and listed by the Contractors and the State. Each Contractor has a list of Fulfillment Partners to be utilized for providing equipment and services under its respective contract with the State. These Fulfillment Partners are listed on the State's Notice of Award (as "authorized dealers") and on the individual Contractor's website. However, each Contractor remains solely responsible for the performance of its Fulfillment Partners under the terms and conditions of the contract with the State. The State of New Jersey may request the removal of a Fulfillment Partners for cause, including vendor responsibility reasons.

The Using Agency must obtain a minimum of three (3) quotes from at least three (3) Fulfillment Partners and must accept the lowest quote. However, it is suggested that Using Agencies seek quotes from as many Fulfillment Partners as possible from a specific Contractor in order to ensure the lowest possible price. The purpose of this contract is to ensure the best possible price for products and services that meet the needs of the agency.

### **3.1 WSCA Contractor's Scope of Equipment and Services**

The Contractor may only fill contract orders from the scope of products and services for which the Contractor has been awarded a contract. Contractors are contractually bound to keep their respective website information current and accurate.

### **3.2 Pricing**

Each Contractor has been awarded a contract based on the percent discount off the current global MSRP Schedule applicable to United States customers. This is considered the baseline or minimum contract discount. Each Contractor's Fulfillment Partners may offer additional, incremental discounts for the products and services, which are above and beyond the Contractor's minimum contract discounts. The Contractor's Fulfillment Partners cannot offer less favorable pricing discounts than the established minimum contract discounts. This will enable the Using Agencies to avail themselves of the best possible price and promote competition within the authorized reseller/partner community. Agencies must go to each Contractor's respective website to access its minimum contract discounts and the pricelists for equipment and services that are authorized for sale. The Contractor should have a list of its approved Fulfillment Partners on its website. All quotes issued by a Fulfillment Partner must contain the base price or list price, the discount offered by the reseller and the State's price after the discount is applied.



### **3.2.1 Price Guarantee Period**

The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement

### **3.2.2 E-Rate Requirement**

As part of the publicly bid State of Utah contract, all Contractors were required to participate in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of this program must be provided without the addition of any service or administration fee by a Contractor.

### **3.2.3 Freight Terms of Sale: F.O.B. Destination, Freight Prepaid**

Each Contractor or its Fulfillment Partners shall ship all products F.O.B. Destination, shipping and handling prepaid by the Contractor or its authorized resellers/partners.

### **3.3 Usage Reporting Requirement**

All Contractors shall deliver a copy of the required Quarterly Volume Reports (February 28<sup>th</sup>, May 31<sup>st</sup>, August 31<sup>st</sup>, and November 30<sup>th</sup>) described in the WSCA Master Agreement to the State Primary contact defined in the Participating Addendum.

### **3.4 Product Revision Requests**

1. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the WSCA-NASPO Contract Administrator and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
  - a. Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/14 would be effective in the eMarket Center on 2/01/14). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/14 would be effect in the eMarket Center on 1/01/15).
  - b. Contract Administrator-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

The New Jersey Procurement Bureau will not be accepting, approving or denying contractors' request to modify, add or delete products from the contracts.

### **3.5 Warranties**

Each Contractor has provided warranties for the equipment and services that it is authorized to sell and/or license as set forth in its respective Participating Addendum with the State of New Jersey and in the WSCA Master Agreement with the State of Utah. Agencies should refer to each Contractor's website for copies of the Master Agreements for further information on warranty provisions.

### **3.6 Technical Support**

Technical support is available through each Contractor's offerings of products and services. Please refer to each Contractor's website for further details on the types and levels of support that are available from each Contractor and from its authorized Fulfillment Partners.

### **3.7 Services**

For each category listed in Section 3.8 of the Method of Operation, the following services should be available for procurement at the time of product purchase or anytime afterwards.

**3.7.1 Maintenance Services** — Capability to provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

#### **3.7.2 Professional Services**

- Deployment Services
  - Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
  - Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
  - Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
- Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
- Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
- Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
- Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

**3.7.3 Partner Services** — Provided by Contractor's Authorized Partners/Resellers.

- Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the prime, Contractor is still ultimately responsible for the performance of its Partners/ Resellers. Customers can have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

**3.7.4 Training** — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

Using Agencies may purchase said services from Contractor and/or its Fulfillment Partner without purchasing equipment (i.e., standalone Purchase Orders for services only are permitted). These services may be purchased under this contract with the stipulation that the services must be directly related to the installation, ongoing support, maintenance and/or optimization of the products offered under this contract. Each Contractor must include the authorized services on its respective website (i.e., pricelists). **Fulfillment Partners are not permitted to offer Using Agencies any other services not specified on the Contractor's website and/or on its pricelists.**

**This contract may not be used for the procurement of cabling installation services only. Cabling installation services are permissible under this contract provided the installation services are tied to the purchase and installation of equipment purchased under this contract and/or labor to add on to existing systems/equipment purchased under this contract. The cabling installation services may not exceed 20% of the total order.**

**3.8 Categories of Products and Services Covered by This Contract**

**DATA CENTER APPLICATIONS**

Application networking solutions and technologies that enable the successful and secure delivery of applications within data centers to local, remote, and branch-office users using technology to accelerate, secure, and increase availability of both application traffic and computing resources.

**NETWORKING SOFTWARE**

Software that runs on a server and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow shared file and printer access among multiple computers in a network, typically a local area network (LAN), a private network or to other networks.

**NETWORK OPTIMIZATION AND ACCELERATION**

Devices and tools for increasing data-transfer efficiencies across wide-area networks.

## **OPTICAL NETWORKING**

High capacity networks based on optical technology and components that provide routing, grooming, and restoration at the wavelength level as well as wavelength based services

## **ROUTERS**

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

## **SECURITY**

### **STORAGE NETWORKING**

High-speed network of shared storage devices connecting different types of storage devices with data servers.

### **SWITCHES**

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

### **WIRELESS**

Provides connectivity to wireless devices within a limited geographic area.

### **UNIFIED COMMUNICATIONS**

A set of products that provides a consistent unified user interface and user experience across multiple devices and media types. Unified Communications that is able to provide services such as session management, voice, video, messaging, mobility, and web conferencing. It can provide the foundation for advanced unified communications capabilities of IM and presence-based services and extends telephony features and capabilities to packet telephony network devices such as IP phones, media processing devices, Voice over IP (VoIP) gateways, and multimedia applications. Additional services, such as unified messaging, multimedia conferencing, collaborative contact centers, and interactive multimedia response systems, are made possible through open telephony APIs.

**Using Agencies within the Executive Branch may not purchase products in the categories of VoIP phones, call control, and/or physical security for the duration of this contract, including all extensions and renewals.**

### **3.9 Leasing**

**Leasing is not permitted under this Contract.**

#### **4.0 Purchases Related to Public Works**

Before making a purchase under this contract related to a public work, as defined below, the Using Agency must first advise the Contractor that the purchase is related to a public work. The Contractor will then assist the Using Agency in identifying products that meet the State's requirements under N.J.S.A. 52:32-1 (Buy American). If compliant products are available, the Using Agency may seek those products from the Contractor or its Fulfillment Partners, as outlined in this Method of Operation. If the Contractor cannot offer compliant products, the Using Agency must seek another product or solution that is compliant.

For purposes of this Method of Operation, "public work," as defined in N.J.S.A. 34:11-56.25(5), means construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. "Public work" shall also mean construction, reconstruction, demolition, alteration, custom fabrication, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering into of the contract the property or premises is owned by the public body or:

- (a) Not less than 55% of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and
- (b) The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet.

#### **4.1 Contractor Pricelists and Websites**

Each Contractor has a dedicated website for this contract. Each website will provide the Fulfillment Partners and list and all products, services and pricing as indicated in sections above.

Please refer to the State Contract solicitation page for a list of current Contractor websites.

The detailed contract line items are specified on the Notice of Award.

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

City Clerk File No. Res. 15.205

Agenda No. 10.V

Approved: MAR 25 2015

TITLE:



## **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SPINCUBE INC. FOR SQL SERVERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)**

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

**WHEREAS**, the SQL servers are custom built to handle Police and Fire applications. The existing servers are over six (6) years old and continuously fail performance. They need to be replaced to handle critical Police and Fire systems such as Computer Aided Dispatch, file and print systems, post script email; 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 \$36,000.00; and

**WHEREAS**, Spincube Inc., 3571 John F. Kennedy Boulevard, Jersey City, New Jersey 07307 is an authorized dealer and distributor of Lenovo, Inc. and is in possession of WSCA/State Contract No. A70263, B27168, submitted a proposal in the amount of \$130,873.088 for SQL Servers; and

**WHEREAS**, funds are available for this contract in **Public Safety/Police Capital Fund**;

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	116421	A70263	\$ 79,991.28
04-215-55-960-990	116422	A70263	<u>\$ 50,881.80</u>
		<b>Total</b>	<b>\$130,873.08</b>

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

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

1. A contract is awarded to Spincube Inc. for SQL Servers for the Department of Public Safety (Police).
2. The total amount is \$130,873.08.
3. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SPINCUBE INC. FOR SQL SERVERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)**

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

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	116421	A70263	\$79,991.28
04-215-55-960-990	116422	A70263	<u>\$50,881.80</u>
<b>Total</b>			<b>\$130,873.08</b>

Approved by Peter Folgado, Director of Purchasing RPPO, QPA

March 12, 2015  
Date

PF/pv  
3/12/15

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

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

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>3.25.15</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SPINCUBE INC. FOR SQL SERVERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)**

**Project Manager**

Department/Division	Public Safety	Communications and Technology
Name/Title	Robert Baker, Sr.	Fiscal Officer
Phone/email	201-547-5449	rbakersr@njleps.org

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

**Contract Purpose**

Replacement of critical hardware (SQL Servers) that are far beyond life cycle or have failed. These servers provide critical and sensitive functions for the Department of Public Safety. The Bishop Street facility has been experiencing a high level of various server crashes or failures due there age and the high volume of data they provide 27/7.

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

\$130,873.08 from Capital Expenditure account set for the updating of Hardware.

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

Type of award <bid, fair/open, non-fair/open, state contract>

If "Other Exception", enter type

**Additional Information**

This is part of the \$2.9 million dollar upgrade of hardware and systems.

I certify that all the facts presented herein are accurate.

*Jerome Cole*





All IT as a Service Provider

**SpinCUBE Inc.**

3571 Kennedy Blvd  
Jersey City, NJ 07307  
USA  
Voice: 201-741-8811  
Fax: 201-221-7617



Business Partner ID number: 1213970455  
Authorized Reseller  
Lenovo New Jersey WSCA/NASPO  
Contract 70263-B27168

Req # 0169382

**QUOTATION**

Quote Number: **Virtual Cluster**

Quote Date: Feb 6, 2015

Page: 1

**Quoted To:**  
JERSEY CITY COMMUNICATIONS CENTER  
75 BISHOP ST  
Jersey City, NJ 07302  
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
JCPS-PD	3/8/15	Net 30 Days	Alberto Scalfia

Quantity	Item	Description	Unit Price	Amount
2.00	70D3CT01WW	Virt Cluster Custom to Order Lenovo Server RD650 2U Dual E5-2670ve with Windows Datacenter 2012 R2 Lic List 31,354	23,829.04	47,658.08
2.00	5PS0G89884	Protection 3YROS24x7x4+KYDMD+PRI(RD650) list 879	703.20	1,406.40
1.00	70C99000WW	Storage Custom to Order PX12-450 list 10,299	8,239.20	8,239.20
2.00	0C19497	ADAPTR Lanovo 10Gbps Ethernet X540-T2 list 699.99	559.00	1,118.00
8.00	7N40E65079	NAS_HDD SSD,2.5,480GB,6Gbps,HS list 1349	1,079.20	8,633.60
2.00	NET10GB	NetGear Pro-Plus 10 GB switch for SQL Isolation list 1,499	1,499.00	2,998.00
2.00	NVIDIA K1	NIVIDIA K1 list 3,915	3,410.00	6,820.00
1.00	MISC	Misc Patch cables/wire management for rack	1,400.00	1,400.00
2.00	CUSTSERVER S	Installation of graphic components for Security Video modification	859.00	1,718.00

Subtotal	79,991.28
Sales Tax	
<b>TOTAL</b>	<b>79,991.28</b>





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LENOVO (UNITED STATES) INC.  
**Trade Name:** LENOVO  
**Address:** 1009 THINK PLACE  
MORRISVILLE, NC 27560-9002  
**Certificate Number:** 1140879  
**Effective Date:** April 14, 2009  
**Date of Issuance:** February 25, 2015

**For Office Use Only:**  
20150225153027049



**New Jersey Division of Revenue**

Revenue NJBGS

**On-Line Business Registration Certificate  
Service**

CERTIFICATE NUMBER 1847646 FOR SPINCUBE INC. IS VALID.

0169368



All IT as a Service Provider

**SpinCUBE Inc.**

3571 Kennedy Blvd  
 Jersey City, NJ 07307  
 USA  
 Voice: 201-741-8811  
 Fax: 201-221-7617



Business Partner ID number 1213970455  
 Authorized Reseller  
 Lenovo New Jersey WSCA/NASPO  
 Contract 70263 B27168

**QUOTATION**

Quote Number: SQL CAD Cluster  
 Quote Date: Jan 16, 2015  
 Page: 1

Quoted To:
JERSEY CITY COMMUNICATIONS CENTER 75 BISHOP ST Jersey City, NJ 07302 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
JCPS-PD	2/15/15	Net 30 Days	Alberto Scalia

Quantity	Item	Description	Unit Price	Amount
2.00	70CYCTO1VWV	SQL Cluster Custom to Order Lenovo Server RD650 1U Daul E5-2640v3 With Windows Datacenter 2012 r2 Server Lic list 16,630	12,638.80	25,277.60
4.00	4X90F92980	CABLE_BO DisplayPort to VGA Dongle list \$29	23.20	92.80
2.00	5PS0G89903	Protection 3YROS24x7x4+KYDMD+PRI(RD550) list \$819	655.20	1,310.40
4.00	0C19497	ADAPTR Lenovo 10Gbps Ethernet X540-T2 list 699.99	559.00	2,236.00
2.00	NET10GB	NetGear Pro Plus 10 GB switch for SQL Isolation list 1,499	1,499.00	2,998.00
1.00	sqlstorageev3700	SQL Storage ; Custom to Oder Lenovo/IBM Storwize V3700 unit with 15 drives	17,483.20	17,483.20
4.00	DAS adapter	SQL Lenovo/IBM 6 Gb SAS Host Bus Adapter for System x list 229	183.20	732.80
1.00	MISC	Misc Patch cables/wire management for rack	751.00	751.00
1.00	WSCAINFO	Lenovo Item(s) prices are based on Lenovo-WSCA Master Purchasing Agreement: B27168 & State of NJ-Participating Addendum:#70263. ePlus Reseller Agent ID A1928		
			Subtotal	50,881.80
			Sales Tax	
			<b>TOTAL</b>	<b>50,881.80</b>



0169368

# PUBLIC SAFETY COMMUNICATIONS CENTER

## DEPARTMENT REQUISITION


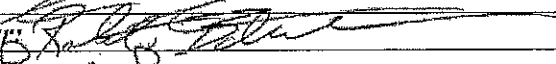
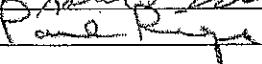
*Date: January 15, 2015*

*The following supplies are required for use by the Computer Unit at the following locations: Bishop Street*

*Computer Unit – JCPSCC, 73-85 Bishop Street*

<i>Item No.</i>	<i>Quantity:</i>	<i>Article:</i>	<i>Remarks/Price:</i>
1	2	SQL Cluster Custom to Order Lenovo Server RD550 1U Daul E- 2640v3 With Windows Datacenter 2012 r2 Server Lic	\$12,638.80 Ea.
2	4	Cable BO DisplayPort to VGA Dongle	\$23.20 Ea.
3	2	Protection 3YROS 24X7X4 + PRI(RD550)	\$655.20 Ea.
4	4	Adap. Lenovo 10Gbps Ethernet X540 T2	\$559.00 Ea.
5	2	NetGear Pro Plus 10GB Switch for SQL	\$1,499.00 Ea.
6	1	SQL Storage: Custom to Order Lenovo/ IBM Storwize V3700 Unit with 15 Drives	\$17,483.20 Ea.
7	4	SQL Lenovo/IBM 6GB SAS Host Bus Adapter for Systems X list 229	\$183.20Ea
8	1	Misc Patch Cables/Wire Management	\$751.00 Ea.
		Lenovo Item(s) prices are based on Lenovo-WSCA Master	
			<i>Total \$ 50,881.80</i>
		<b>Vendor:</b>	
		Spincube Inc.	
		3571 Kennedy Blvd	
		Jersey City, NJ 07304	
		Phone: 1-866-872-0847	

*Comments: Miscellaneous Computer Repair Parts*

<i>Requested By:</i>	
<i>Approved By Fiscal Officer:</i>	
<i>Approved By Director:</i>	
<i>Director of Public Safety:</i>	

Governor Chris Christie • Lt. Governor Kim Guadagno



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

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### TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
M0483 08-r -39975	WSCA COMPUTER CONTRACT	LENOVO UNITED STATES INC	70263
			TOP



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**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*  
**JIGNASA DESAI-MCCLEARY**  
*Director*

**CHRIS CHRISTIE**  
*Governor*  
**KIM GUADAGNO**  
*Lt. Governor*

**AMENDMENT #16  
M-0483**

**SOLICITATION #08-R-39975**

**Date:** January 5, 2015

**To:** State Procurement Officials and Cooperative Purchasing Participants

**From:** Vicente Azarcon, Procurement Bureau

**Subject:** WSCA PC Contract M0483

<b>Vendor</b>	<b>State Contract #</b>
Lenovo United States Inc.	70263

**Contract Period:** October 17, 2007 to August 31, 2014

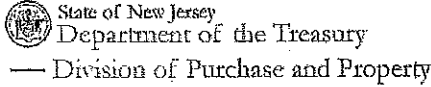
1<sup>st</sup> Extended Period: October 9, 2014 to December 31, 2014

2<sup>nd</sup> Extended Period: January 5, 2015 to March 31, 2015

Please be advised that the above referenced contract has been extended. The contract expiration date is March 31, 2015.

The above referenced vendor has agreed to extend as per terms of the State's participating addendum.

All other terms, conditions, and prices remain the same.



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

**M-0483**

**WSCA COMPUTER CONTRACT**

Vendor Information
Authorized Dealers
By Vendor
Email to VICENTE AZARCON

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

Download All Documents

- [Notice of Award \(NOA\) Text Adobe PDF \(56 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(25 kb\)](#)
- [Price Lists Link](#)
- [Amendment #1 - Line Item Addition - \(Maintenance\) Adobe PDF \(41 kb\)](#)
- [Amendment #2 - Contract Change Adobe PDF \(41 kb\)](#)
- [Amendment #3 - Agency Information Change Adobe PDF \(9 kb\)](#)
- [Amendment #4 - Vendor Information Change Adobe PDF \(18 kb\)](#)
- [Amendment #5 - Line Item Addition Adobe PDF \(18 kb\)](#)
- [Amendment #6 - Contract Cancellation Adobe PDF \( kb\)](#)
- [Amendment #7 - Additional Distributors Adobe PDF](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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**NOAs By Number**

**NOAs By Title**

**Search NOAs**

<b>Index #:</b>	M-0483
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 10/17/07 TO: 03/31/15
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*



<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	LENOVO UNITED STATES INC 1009 THINK PLACE MORRISVILLE, NC 27560-9002
<b>Contact Person:</b>	MELISSA AUTREY
<b>Contact Phone:</b>	919-294-0609
<b>Order Fax:</b>	919-257-4988
<b>Contract#:</b>	70263
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	LEXMARK INTERNATIONAL INC 740 W NEW CIRCLE ROAD LEXINGTON, KY 40550
<b>Contact Person:</b>	MARY BETH CARTER
<b>Contact Phone:</b>	859-232-2116
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	74922
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	NETAPP INC 1921 GALLOW S RD /STE 600 VIENNA, VA 22182-3995
<b>Contact Person:</b>	DENISE OROSCO
<b>Contact Phone:</b>	530-644-1467
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	75585
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES

<b>Dealer/Distributor Name &amp; Address:</b>	POMEROY IT SOLUTIONS SALES CO INC 1620 PETESBURG RD HEBRON KY 41048
<b>Contact Person:</b>	ADAM CROCKETT
<b>Contact Phone:</b>	800-380-0029-X115
<b>Dealer/Distributor Name &amp; Address:</b>	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
<b>Contact Person:</b>	KATIE OKANE
<b>Contact Phone:</b>	732-868-5904
<b>Dealer/Distributor Name &amp; Address:</b>	TECHXTEND 1157 SHREW SBURY AVE SHREW SBURY NJ 07702-4321
<b>Contact Person:</b>	
<b>Contact Phone:</b>	000-000-0000
<b>Contract#:</b> 70263	<b>Title:</b> W SCA COMPUTER CONTRACT
<b>Dealer/Distributor Name &amp; Address:</b>	CDW GOVERNMENT LLC 230 N M ILW AUKEE AVE VERNON HILLS IL 60061-9740
<b>Contact Person:</b>	JOHN MAZELLA
<b>Contact Phone:</b>	866-776-7415
<b>Dealer/Distributor Name &amp; Address:</b>	COMPUTER SYS & METHODS 15 MAPLE ST SOMERVILLE NJ 08876-2106
<b>Contact Person:</b>	KASH MAHNA
<b>Contact Phone:</b>	908-725-1373
<b>Dealer/Distributor Name &amp; Address:</b>	CREATIVE ASSOCIATES 44 PARK AVE MADISON NJ 07940
<b>Contact Person:</b>	M MITCHELL D FEATHER
<b>Contact Phone:</b>	973-377-4440
<b>Dealer/Distributor Name &amp; Address:</b>	EPLUS TECHNOLOGY INC 642 NEW TOWN YARDLEY RD NEW TOWN PA 18940
<b>Contact Person:</b>	GEORGE PASHARD IS
<b>Contact Phone:</b>	609-528-8912
<b>Dealer/Distributor Name &amp; Address:</b>	ESSEX TECHNOLOGY GROUP INC 201 W EST PASSAIC ST ROCHELLE NJ 07662
<b>Contact Person:</b>	CHARLIE MCCARTHY
<b>Contact Phone:</b>	201-291-5024
<b>Dealer/Distributor Name &amp; Address:</b>	GOVCONNECTION INC 2150 POST RD FAIRFIELD CT 06824
<b>Contact Person:</b>	JEFF LEVIN
<b>Contact Phone:</b>	800-800-0019
<b>Dealer/Distributor Name &amp; Address:</b>	MAINLINE INFORMATION SYSTEMS INC 1700 SUMMIT LAKE DRIVE TALLAHASSEE FL 32317-7942
<b>Contact Person:</b>	ROB BUTLER
<b>Contact Phone:</b>	850-219-5183
<b>Dealer/Distributor Name &amp; Address:</b>	MICRO STRATEGIES INC 104 BROADWAY DENVER NJ 07843-1139
<b>Contact Person:</b>	ANTHONY BONGIOVANNI
<b>Contact Phone:</b>	973-625-7721

<b>Dealer/Distributor Name &amp; Address:</b>	PALISADES SALES CORP OF NORTHERN NEW JERSEY 184 CENTRAL AVE OLD TAPPEN NJ 07675
<b>Contact Person:</b>	DOUGLAS NEUMETZGER
<b>Contact Phone:</b>	201-930-0076
<b>Dealer/Distributor Name &amp; Address:</b>	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
<b>Contact Person:</b>	KATIE OKANE
<b>Contact Phone:</b>	732-868-5904
<b>Dealer/Distributor Name &amp; Address:</b>	SPINCUBE INC 3571 KENNEDY BLVD JERSEY CITY NJ 07307
<b>Contact Person:</b>	ALBERTO SCALIA
<b>Contact Phone:</b>	201-741-8811
<b>Dealer/Distributor Name &amp; Address:</b>	TECHXTEND 1157 SHREW SBURY AVE SHREW SBURY NJ 07702-4321
<b>Contact Person:</b>	
<b>Contact Phone:</b>	000-000-0000
<b>Dealer/Distributor Name &amp; Address:</b>	VCOM INTL MULTIMEDIA CORP DBA VALIANT IMC 55 RUTA COURT PO BOX 3171 S HACKENSACK NJ 07606
<b>Contact Person:</b>	D RON WOLSTEN
<b>Contact Phone:</b>	800-825-4268
<b>Dealer/Distributor Name &amp; Address:</b>	Y&S TECHNOLOGIES 383 KINGSTON AVE STE 357 BROOKLYN NY 11213
<b>Contact Person:</b>	MORDY FINCH
<b>Contact Phone:</b>	718-473-0284
<b>Dealer/Distributor Name &amp; Address:</b>	ZONES INC 1102 15TH ST SW AUDURN WA 98001
<b>Contact Person:</b>	JOHN VITTO
<b>Contact Phone:</b>	888-403-0995-X306
<b>Contract#:</b> 70264	<b>Title:</b> W SCA COMPUTER CONTRACT
<b>Dealer/Distributor Name &amp; Address:</b>	BITS N BYTES AMERICA INC 227 HWY 33 BLDG 2 MANALAPAN NJ 07726
<b>Contact Person:</b>	R RAMACHANDRAN
<b>Contact Phone:</b>	732-786-8644
<b>Dealer/Distributor Name &amp; Address:</b>	BUSINESS AUTOMATION TECH DBA DATA NETWORK SOLUTIONS 106 APPLE STREET SUITE 103 TINTON FALLS NJ 07724-2669
<b>Contact Person:</b>	FRANK MOSCHETTI
<b>Contact Phone:</b>	800-649-6741
<b>Dealer/Distributor Name &amp; Address:</b>	DECISIVE BUSINESS SYSTEMS INC 6991 N PARK DR/# 200 PENNSAUKEN NJ 08109-4212
<b>Contact Person:</b>	JANIS JOHNSON
<b>Contact Phone:</b>	856-910-0900
<b>Dealer/Distributor Name &amp; Address:</b>	LINK HIGH TECHNOLOGIES INC 51 GIBRALTAR DRIVE

	PERIPHERALS FOR...] ITEM DESCRIPTION: SCANNERS DELIVERY: 30 DAYS ARO				
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00013	COMM CODE: 600-72-072705 [OFFICE MACHINES, EQUIPMENT, AND...]  ITEM DESCRIPTION: MULTI-FUNCTION MACHINES DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: INSTALLATION SERVICES FOR COMPUTERS, PERIPHERALS AND RELATED EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00017	COMM CODE: 920-37-074527 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: MAINTENANCE OF HARDWARE DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
<b>Vendor: LENOVO UNITED STATES INC</b>		<b>Contract Number: 70263</b>			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: DESKTOP COMPUTERS AND DESKTOP BUNDLES	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: LAPTOP COMPUTERS, INCLUDING NOTEBOOKS, TABLETS AND CONVERTIBLE TABLETS AND BUNDLES	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00003	COMM CODE: 204-76-072693 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: PRINTERS	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>		<b>UNIT</b>		<b>UNIT PRICE</b>

		EST QUANTITY		% DISCOUNT	
00004	COMM CODE: 204-68-072694 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: PERIPHERALS	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00005	COMM CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: DESKTOP COMPUTER SOFTWARE	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00008	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: STORAGE SOLUTIONS	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00010	COMM CODE: 204-64-072701 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: COMPUTER PARTS (HARD DRIVES, PATCH CABLES, MEMORY ETC.)	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00011	COMM CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES]  ITEM DESCRIPTION: SUPPLIES AND CONSUMABLES FOR COMPUTERS AND PRINTERS (INK JET TONER, NO LASER TONER CARTRIDGES)	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00012	COMM CODE: 204-88-072704 [COMPUTER HARDWARE AND PERIPHERALS FOR...]  ITEM DESCRIPTION: SCANNERS	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00013	COMM CODE: 600-72-072705 [OFFICE MACHINES, EQUIPMENT, AND ...]  ITEM DESCRIPTION: MULTI-FUNCTION MACHINES	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00014	COMM CODE: 208-65-072706 [COMPUTER SOFTWARE FOR	1.000	EACH	NET	N/A

	MICROCOMPUTERS, ...]				
	ITEM DESCRIPTION: POINT-OF-SALE HARDWARE				
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00015	COMM CODE: 209-66-072707 [COMPUTER SOFTWARE FOR MINI AND ...]  ITEM DESCRIPTION: POINT-OF-SALE SOFTWARE	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SERVICES AND TRAINING	1.000	EACH	NET	N/A
<b>Vendor:</b> LEXMARK INTERNATIONAL INC		<b>Contract Number:</b> 74922			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001	COMM CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES]  ITEM DESCRIPTION: SUPPLIES AND CONSUMABLES FOR PRINTERS, SCANNERS AND MULTI- FUNCTION DEVICES DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00002	COMM CODE: 204-88-072704 [COMPUTER HARDWARE AND PERIPHERALS FOR ...]  ITEM DESCRIPTION: PRINTERS AND SCANNERS DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00003	COMM CODE: 600-72-072705 [OFFICE MACHINES, EQUIPMENT, AND ...]  ITEM DESCRIPTION: MULTI-FUNCTION MACHINES DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00004	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: INSTALLATION SERVICES FOR PRINTERS, SCANNERS AND RELATED EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>

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

City Clerk File No. Res. 15.206

Agenda No. 10.W

Approved: MAR 25 2015

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO LANGUAGE LINE SERVICES FOR TELEPHONE BASED INTERPRETER SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) THROUGH WESTERN STATES CONTRACTING ALLIANCE/NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (WSCA/NASPO) COOPERATIVE PURCHASING ORGANIZATION**

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

**WHEREAS**, N.J.S.A. 52:34-6.2 authorizes a municipality to make purchases and contract for services through the use of a cooperative purchasing agreement; and

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

**WHEREAS**, the Western States Contracting Alliance/National Association of State Purchasing Officials (WSCA-NASPO) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, the Department of Public Safety (Police) is in need of Telephone Based Interpreter Services; and

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

**WHEREAS**, the Department of Public Safety (Police) wishes to purchase Telephone Based Interpreter Services from Language Line Services, P.O. Box 10612, Monterey, California 93942 who is in possession of contract 03508 and will provide the services for the sum of \$27,000.00; and

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

**WHEREAS**, this contract is awarded for a period of (9) nine months commencing March 12, 2015 through December 31, 2015; and

**WHEREAS**, the sum of Thirty Thousand Dollars (\$27,000.00) is available in the 2015 temporary and permanent budget; and

<b>Dept of Public Safety, Police Operating Acct.</b>	<b>PO #</b>	<b>Total Contract</b>	<b>Temp Enc.</b>
01-201-25-271-314	116556	\$27,000.00	\$500.00

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

(Continued on page 2)

City Clerk File No. Res. 15.206

Agenda No. 10.W

TITLE: **MAR 25 2015**

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO LANGUAGE LINE SERVICES FOR TELEPHONE BASED INTERPRETER SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) THROUGH WESTERN STATES CONTRACTING ALLIANCE/NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (WSCA-NASPO) COOPERATIVE PURCHASING ORGANIZATION**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Language Line Services be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract in all respects, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

**RESOLVED**, pursuant to N.J.A.C. 5:30-5.5(a) the continuation of the contract after the expenditure of funds encumbered in the 2015 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year permanent budget and in the subsequent fiscal year budget; and be it further

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

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

**Dept of Public Safety, Police Operating Acct. PO # Total Contract Temp Enc.**  
01-201-25-271-314 116556 \$27,000.00 \$500.00

**APPROVED:** Peter Folgado  
Peter Folgado, Director of Purchasing,  
QPA, RPPO

March 12, 2015  
Date

PF/pv  
3/12/15

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

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

Certification Required   
Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO LANGUAGE LINE SERVICES FOR TELEPHONE BASED INTERPRETER SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) THROUGH WESTERN STATES CONTRACTING ALLIANCE/NATIONAL ASSOCIATION OF STATE PURCHASING OFFICIALS (WSCA/NASPO) COOPERATIVE PURCHASING ORGANIZATION

**Project Manager**

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

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

**Contract Purpose**

To provide interpreter services for 911 calltakers and detectives of the Jersey City Police department

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

Public Safety (Police) Operating  
Acct. #01-201-25-271-314

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

CY 2015 Period of: 3/12/15 - 12/31/15

Type of award Professional Svcs - Fair and Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Jerome Cies  
Signature of Department Director

3/13/15  
Date

**CONTRACTOR INFORMATION**

<b>Contractor:</b>	<b>Language Line Services, Inc.</b> 1 Lower Ragsdale Dr, Building 2 Monterey CA 93940	
<b>PRICING:</b>	<b>\$0.98/min.</b> for all languages and WA State users	
Contractor's Website:	<a href="http://languageline.com/">http://languageline.com/</a>	
Federal Tax Identification No.:	77-0586710	
<b>Contacts:</b>	<b>Contract Administration Primary Contact</b>	<b>Contract Administration Alternate Contact</b>
Name/Title:	Rick Cummings	Greg Holt
Telephone:	(831)648-5529	(831)648-7108
Fax:	(800) 821-9040	(800) 821-9040
Email:	<a href="mailto:rcummings@languageline.com">rcummings@languageline.com</a>	<a href="mailto:gregholt@languageline.com">gregholt@languageline.com</a>
<b>Contacts:</b>	<b>Customer Service</b>	<b>Invoicing/Billing</b>
Name/Title:	Stephanie Lawrie	Stephanie Lawrie
Telephone:	(831) 648-5805	(831) 648-5805
Fax:	(800) 421-9040	(800) 421-9040
Email:	<a href="mailto:slawrie@languageline.com">slawrie@languageline.com</a>	<a href="mailto:slawrie@languageline.com">slawrie@languageline.com</a>
<b>Payment/Invoicing Addresses:</b>	<b>Billing Will Be From</b>	<b>Payment Sent To</b>
Name:	Language Line Services, Inc.	Language Line Services, Inc.
Address:	1 Lower Ragsdale Dr, Bldg 2 Monterey CA 94930	PO Box 16012 Monterey CA 94932-6012
<b>Credit Card Acceptance:</b>	Discover, MasterCard, Visa	



Updated 3-12-14

## Participating Addendum – State of Washington

WSCA-NASPO Cooperative Purchasing Organization

Master Contract **03508**

Telephone Based Interpreter Services

Contractor: **LANGUAGE LINE, LLC**

Participating state: Washington

### Scope

This addendum covers the WSCA-NASPO **Telephone Based Interpreter Services**. The solicitation and award process was led by the state of **Washington**. The contract is available for use by state agencies and other entities in the participating state authorized by that state's statutes to use state contracts.

### Participation

Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes are subject to the approval of the state's chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the chief procurement official.

### Participating state modifications or additions

(These modifications or additions apply only to actions and relationships in Washington)

Or

(Replace this with specific changes or a statement that "no changes are required.")

**Signatures**

**IN WITNESS WHEREOF**, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating state: NEW JERSEY	Contractor: Language Line Services, Inc.
By: City of Jersey City, Purchasing Division 394 Central Avenue, 2 <sup>nd</sup> Floor Jersey City, NJ 07307 201-547-4896 peterf@icnj.org, 201-547-4278 vegap@icnj.org	By: <small>DocuSigned by:</small> <i>Michael F. Schmidt</i> <small>C4899DFDED494D7...</small> 1 Lower Ragsdale Drive - B2 Monterey, CA 93940 800-752-6096 wecare@languageline.com
Name: PETER FOLGADO	Name: Michael F. Schmidt
Title: DIRECTOR, PURCHASING AGENT, RPPO	Title: Chief Financial officer
Date: 2/24/15	Date: 3/10/2015

**Contacts****Lead state: Washington**

Name	CONNIE, STACY
Address	
Telephone	360-407-9403
Fax	360-586-2426
E-mail	<a href="mailto:connie.stacy@des.wa.gov">connie.stacy@des.wa.gov</a>

**WSCA-NASPO**

Name	TIM HAY
Address	
Telephone	503-428-5705
Fax	
E-mail	<a href="mailto:thay@wsca-naspo.org">thay@wsca-naspo.org</a>

**Contractor: LANGUAGE LINE SERVICES, INC.**

Name	LANGUAGE LINE SERVICES, INC.
Address	1 Lower Ragsdale Dr, Building 2, Monterey CA 93940
Telephone	(831)648-5529
Fax	
E-mail	<a href="mailto:rcummings@languageline.com">rcummings@languageline.com</a>

**Participating state: NEW JERSEY**

Name	CITY OF JERSEY CITY, DIVISION OF PURCHASING
Address	394 CENTRAL AVENUE, SUITE 2, JERSEY CITY, NJ 07307
Telephone	201-547-4896, 201-547-4278
Fax	201-547-6585
E-mail	<a href="mailto:pfolgado@icnj.org">pfolgado@icnj.org</a> , <a href="mailto:vegap@icnj.org">vegap@icnj.org</a>

**Individual customer**

Each participating state agency or political subdivision, as a participating entity, that purchases products/services will be treated as if it was an individual customer. Except to the extent modified by a participating addendum, each participating entity, agency or political subdivision will be responsible to follow the terms and conditions of the master contract; and each will have the rights and responsibilities for its purchases as set forth in the master contract. Each participating entity, agency or political subdivision will be responsible for its own charges, fees, and liabilities. Each participating entity, agency or political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. Contractor will apply the charges to each participating entity individually.

This Participating Addendum and Master Contract No. 03508, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this addendum and the master contract, together with its exhibits, will not be added to or incorporated into this addendum or the master contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this addendum and the master contract and its exhibits will prevail and govern in the case of any such inconsistent or additional terms within the participating entity.

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Printed) Michael F Schmidt

Representative's Signature Michael F. Schmidt

Name of Company: Language Line Services, Inc

Tel. No.: 800-752-6096

Date: 3/16/2015

# 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 \$1500 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/dpa/eoaa302.pdf>

**SECTION A - COMPANY IDENTIFICATION**

1. MFD. NO. OR RACIAL SECURITY: \_\_\_\_\_ 2. TYPE OF BUSINESS:  1. MFG  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER \_\_\_\_\_ 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: **5,000**

4. COMPANY NAME: **Language Line Services, Inc**

5. STREET: **1 Lower Ragsdale Dr, B2** CITY: **Monterey** COUNTY: **Monterey** STATE: **CA** ZIP CODE: **93940**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): **LanguageLine, LLC** CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

7. CHECK ONE IN THIS COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

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

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: \_\_\_\_\_

10. PUBLIC AGENCY AWARDED CONTRACT: **Dept of Admin** CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

Official Use Only: DATE RECEIVED: \_\_\_\_\_ INITIALS: \_\_\_\_\_ ASSIGNED CONTRACT 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 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	INDIAN	ASIAN	NON-MIN.	BLACK	HISPANIC	INDIAN	ASIAN	NON-MIN.				
Officials/Managers	48	26	22				1	25									
Professionals	3252	838	2414	72	229	2	281	254	140	980	7	720	567				
Technicians																	
Sales Workers	47	28	19	1	2			25			1		18				
Office & Clerical	64	21	43	1	4	2	2	12	6	13	1	3	20				
Craftworkers (skilled)																	
Operatives (Semi-skilled)																	
Laborers (Unskilled)																	
Service Workers																	
<b>TOTAL</b>	<b>3411</b>	<b>913</b>	<b>2498</b>	<b>74</b>	<b>235</b>	<b>4</b>	<b>284</b>	<b>316</b>	<b>146</b>	<b>993</b>	<b>9</b>	<b>725</b>	<b>625</b>				
Total employment from previous Report (if any)	3459	925	2527	74	239	4	284	317	146	1000	8	726	625				
Temporary & Part-Time Employees																	

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  1. Visual Survey  2. Employment Record  3. Other (Specify) \_\_\_\_\_

13. DATES OF PAYROLL PERIOD USED: From: \_\_\_\_\_ To: \_\_\_\_\_

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

15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY YEAR: **10/23/2014**

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type): **Kimberly Schnader** SIGNATURE: \_\_\_\_\_ TITLE: **Director of HR** DATE: **03/16/2015**

17. ADDRESS NO. & STREET: **1 Lower Ragsdale Dr, B2, Monterey** CITY: **Monterey** COUNTY: **Ca** STATE: **Ca** ZIP CODE: **93940** PHONE AREA CODE NO. EXTENSION: **800 - 752 - 6096**



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

The contractor and the City \_\_\_\_\_ of Jersey \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121-01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 Michael F Schmidt  
Representative's Signature: Michael F. Schmidt  
Name of Company: Language Line Services, Inc  
Tel. No.: 800-752-6096 Date: 3/16/ 2015

**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 : Language Line Services, Inc  
Address : 1 Lower Ragsdale Drive, B2, Monterey, CA 93940  
Telephone No. : 800-752-6096  
Contact Name : Julie Metzger

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LANGUAGE LINE SERVICES, INC.

**Trade Name:**

**Address:** 1 LOWER RAGSDALE DRIVE  
MONTEREY, CA 93940-5749

**Certificate Number:** 0897402

**Effective Date:** January 09, 2002

**Date of Issuance:** March 16, 2015

**For Office Use Only:**

20150316170432993

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

City Clerk File No. Res. 15.207

Agenda No. 10.X

Approved: MAR 25 2015

TITLE:



## RESOLUTION RATIFYING AN EXTENSION OF THE CONTRACT AND INCREASING THE CONTRACT AMOUNT WITH KEITH A. BONCHI, ESQ. OF GOLDENBERG, MACKLER, SAYEGH, MINTZ, PFEFFER, BONCHI & GILL, PC AS SPECIAL COUNSEL TO FORECLOSE TAX LIEN CERTIFICATES IN REM

**WHEREAS** Resolution 12-141, approved on February 22, 2012, authorized a professional services agreement with Keith A. Bonchi, Esq. of Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, PC to foreclose tax lien certificates owned by the City of Jersey City ("City") in rem; and

**WHEREAS**, Resolution 12-141 authorized a professional services contract in an amount not to exceed \$10,000.00 and for a term of 9 months; and

**WHEREAS** Mr. Bonchi filed the in rem complaint on behalf of the City on September 30, 2014 and some of the property owners filed answers; and

**WHEREAS**, Mr. Bonchi has been handling these contested cases for the City; and

**WHEREAS** it is necessary to ratify an extension of Mr. Bonchi's contract effective as of March 1, 2013 and continuing through December 31, 2015; and

**WHEREAS** it is necessary to increase the contract amount by an additional \$5,000.00 for performing the legal services associated with representing the City in the contested in rem foreclosure cases; and

**WHEREAS** funds in the amount of \$5,000.00 are available in Account No.: 01-201-20-145-312.

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

1. An extension of the professional services agreement with Keith Bonchi, Esq. of Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, PC is hereby ratified effective as of March 1, 2013 and expiring on December 31, 2015;
2. The contract amount is increased by an additional \$5,000.00; and
3. A copy of this Resolution shall be printed in the newspaper of general circulation within the City of Jersey City pursuant to N.J.S.A. 40A:11-5(1)(a)(i).


City Clerk File No. Res. 15.207

Agenda No. 10.X

TITLE: **MAR 25 2015**

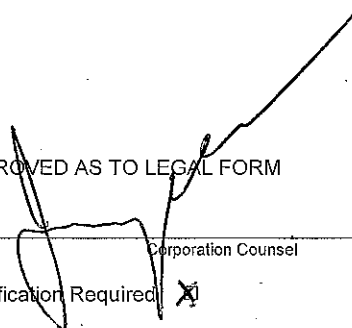
**RESOLUTION RATIFYING AN EXTENSION AND INCREASING THE CONTRACT AMOUNT WITH KEITH A. BONCHI, ESQ. OF THE LAW FIRM OF GOLDENBERG, MACKLER, SAYEGH, MINTS, PFEFFER, BONCHI & GILL, PC AS SPECIAL COUNSEL TO FORECLOSE TAX LIEN CERTIFICATES IN REM**

I hereby certify that there are sufficient funds available in Account No.: 01-201-20-145-312 for payment of this Resolution. **P.O.#116611**

  
\_\_\_\_\_  
**Donna Mauer,**  
**Chief Financial Officer**

RR/kn  
3/12/2015

APPROVED:  Trusta Greco Asst. CTC  
APPROVED:  \_\_\_\_\_  
Business Administrator

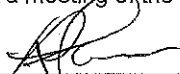
APPROVED AS TO LEGAL FORM  
 \_\_\_\_\_  
Corporation Counsel  
Certification Required   
Not Required   
**APPROVED 9-0**

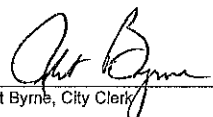
RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>3 25 15</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

Resolution ratifying an extension of the contract and increasing the contract amount with Keith A. Bonchi, Esq. of Goldberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, PC as special counsel to foreclose tax lien certificates in rem

**Initiator**

Department/Division	Administration	Tax Collection
Name/Title	Trisha Greco	Assistant Tax Collector
Phone/email	5526	Trisha@jcnj.org

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

**Resolution Purpose**

To extend and increase a professional service contract for the above attorney to foreclose on tax lien certificates in rem

I certify that all the facts presented herein are accurate.

Trisha Greco  
Signature of Department Director

3-13-15  
Date

**FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH  
KEITH A. BONCHI, ESQ. OF GOLDENBERG, MACKLER, SAYEGH, MINTZ,  
PFEFFER, BONCHI & GILL, PC TO FORECLOSE TAX LIEN CERTIFICATES IN  
REM**

**WHEREAS**, Resolution 12-141, approved on February 22, 2012, authorized a professional services agreement with Keith A. Bonchi, Esq. of Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, PC to foreclose tax lien certificates owned by the City of Jersey City ("City") in rem; and

**WHEREAS**, Resolution 12-141 authorized a professional services contract in an amount not to exceed \$10,000.00 and for a term of 9 months; and

**WHEREAS** Mr. Bonchi filed the in rem complaint on behalf of the City on September 30, 2014 and some of the property owners filed answers; and

**WHEREAS**, Mr. Bonchi has been handling these contested cases for the City; and

**WHEREAS** it is necessary to ratify an extension of Mr. Bonchi's contract effective as of March 1, 2013 and continuing through December 31, 2015; and

**WHEREAS** it is necessary to increase the contract amount by an additional \$5,000.00 for performing the legal services associated with representing the City in the contested in rem foreclosure cases.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein the parties agree as follows:

1. The term of the contract is extended effective as of March 1, 2013 through December 31, 2015.

2. The contract with Keith A. Bonchi, Esq. of Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill, PC authorized by Resolution 12-141, approved on February 22, 2012, is amended to increase the sum by the amount of \$5,000.00 for the services associated with representing the City in contested in rem foreclosure cases.

3. All other terms, covenants, conditions, rights and liabilities of the parties is set forth in the Professional Services Agreement with Keith A. Bonchi dated February 2012 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Jersey City by its Mayor or Business Administrator and Keith A. Bonchi, Esq., have executed this First Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

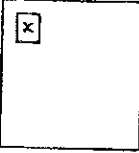
\_\_\_\_\_  
**ROBERT BYRNE**  
City Clerk

\_\_\_\_\_  
**ROBERT KAKOLESKI**  
Business Administrator

**ATTEST:**

**KEITH A. BONCHI, ESQ.**





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	GOLDENBERG, MACKLER & SAYEGH, PROFESSIONAL ASSOCIATION
<b>Trade Name:</b>	PROFESSIONAL ASSOCIATION
<b>Address:</b>	1030 ATLANTIC AVE ATLANTIC CITY, NJ 08401
<b>Certificate Number:</b>	0115867
<b>Date of Issuance:</b>	November 09, 2006

**For Office Use Only:**  
20061109132117146

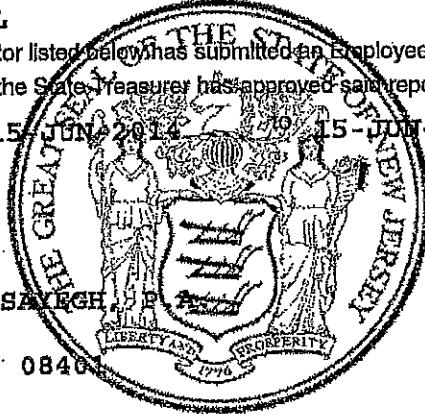
Certification 14694

## 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 2014~~ ~~15 JUN 2017~~

GOLDENBERG, MACKLER, SARGENT & PHELPS  
1030 ATLANTIC AVE.  
ATLANTIC CITY NJ 08401



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

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

**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

- Partnership    
  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

**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.

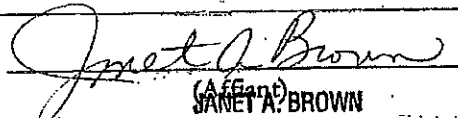
Name of Business Entity: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Signed: [Signature] Title: Partner

Print Name: Keith A. Bonchi Date: 3/13/15

Subscribed and sworn before me this 13<sup>th</sup> day of March, 2013.

My Commission expires: 4/28/19

  
 (Affiant)  
**JANET A. BROWN**  
 A Notary Public of New Jersey  
 (Print name & title of affiant) (Corporate Seal)  
 My Commission Expires April 28, 2019

(REVISED 4/13)

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

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Keith A. Bonchi, Esq., Partner

Representative's Signature: 

Name of Company: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Tel. No.: (609) 646-0222

Date: 3/13/15

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


The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 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: Keith A. Bonchi, Esq., Partner

Representative's Signature: 

Name of Company: Goldenberg, Mackler, Sayegh, Mintz, Pfeffer, Bonchi & Gill

Tel. No.: (609) 646-0222

Date: 3/13/15

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

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

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

Business Name : 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.

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

City Clerk File No. Res. 15.208

Agenda No. 10.Y

Approved: MAR 25 2015

TITLE:



**RESOLUTION AMENDING A CONTRACT WITH NELSON WESTERBERG OF NEW JERSEY INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES**

**WHEREAS**, Resolution No. 14.347 approved on May 14, 2014 awarded an open-end contract to Nelson Westerberg of New Jersey Inc. for providing moving services for the City of Jersey City ("City"); and

**WHEREAS**, the term of the contract is from May 14, 2014 to May 13, 2015; and

**WHEREAS**, the contract amount is \$ 145,300.00 based on the maximum quantities of each item listed in the City's specifications; and

**WHEREAS**, the entire amount of \$ 145,300.00 has been expended as of Feb. 15, 2015 because of the unforeseen circumstances concerning various office moves and replacement of obsolete furniture in various offices with the furniture donated to the City from Mack-Cali; and

**WHEREAS**, the City needs to increase the contract amount with Nelson Westerberg of New Jersey Inc. by an additional \$100,000.00 because the City needs to complete anticipated office moves that are required prior to May 13, 2015; and

**WHEREAS**, funds in the amount of \$100,000.00 are available in Account No. 15-01-201-31-433-314; and

**WHEREAS**, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

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

1. The above recitals are incorporated herein by reference;
2. A change order in the amount of \$100,000.00 increasing the total contract amount with Nelson Westerberg of New Jersey Inc. from \$ 145,300.00 to \$ 245,300.00 is hereby approved; and
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.

(Continued on page 2)



City Clerk File No. Res. 15.208

Agenda No. 10.Y

TITLE: **MAR 25 2015**

**RESOLUTION AMENDING A CONTRACT WITH NELSON WESTERBERG OF NEW JERSEY INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ ADMINISTRATIVE SERVICES**

I, Donna Mauer, Donna Mauer, Chief Financial Officer of the City of Jersey City, certify that funds in the amount of \$100,000.00 are available in Account No. 15-01-201-31-433-314.

Purchase Order # 116554

Requisition # 0169506

RK/sb  
March 9, 2015

APPROVED: [Signature] Robert Kakoleski, Business Administrator

APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator

[Signature] Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**RESOLUTION AMENDING A CONTRACT WITH NELSON WESTERBERG OF NEW JERSEY INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES.**

**Project Manager**

Department/Division	Administration	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-206-9531	stevem@icnj.org

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

**The purpose of this resolution is to amend a contract:**

- ✦ With Nelson Westerberg for providing moving services.
- ✦ Resolution No. 14.347 approved on May 14, 2014 awarded an open-end contract to Nelson Westerberg of New Jersey.
- ✦ The term of the contract is from May 14, 2014 to May 13, 2015.
- ✦ The contract amount is \$ 145,300.00 based on the maximum quantities of each item listed in the City's specifications.
- ✦ The entire amount of \$ 145,300.00 has been expended as of Feb. 15, 2015 because of the unforeseen circumstances concerning various office moves and replacement of obsolete furniture in various offices with the furniture donated to the City from Mack-Cali.
- ✦ The City needs to increase the contract amount with Nelson Westerberg of New Jersey Inc. by an additional \$100,000.00 because the City needs to complete anticipated office moves that are required prior to May 13, 2015.

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

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

Unclassified Operating Account  
01-201-31-433-314

May 14, 2014 to May 13, 2015.

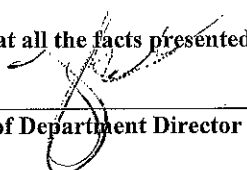
Type of award

If "Other Exception", enter type

**Additional Information**

Reso # 14.347, approved May 14, 2014.

I certify that all the facts presented herein are accurate.

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

3/9/15  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5147 | F: 201 547 4833



ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

**Date:** March 16, 2015

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Steve Miller, Confidential Assistant

**Subject :** 2015 Budget Memo (Amending Resolution for Moving Services)

There exists a need for moving services for various office moves and replacement of obsolete furniture in various offices with donated furniture to the City from Mack-Cali.

The total of the contract with Nelson Westerberg was \$ 145,300.00 for the contract term of May 14, 2014 – May 13, 2015. The City needs to increase the contract amount by an additional \$ 100,000.00 because the City needs to complete anticipated office moves that are required before May 13, 2015. The vendor has been performing the services in an effective and efficient manner. The funds are available for this expenditure in Administrative Services Unclassified Operating Account No. 15-01-201-31-433-314.

**CONTRACT FUNDING (2015)**

- ❖ Expenditure is drawn down from Administrative Services Unclassified Operating Account No. 01-201-31-433-314.
- ❖ Contract is utilizing object # 314.
- ❖ Line object 314 is budgeted for \$ 2,500,000.00 ( this amount is for various contracts) in CY 2015.
- ❖ As of today (March 11, 2015), \$ 181,473.50 has been encumbered in object 314.
- ❖ Temporary budget amount for 314 is \$ 297,000.00, ending balance is \$ 115,526.50.
- ❖ Administrative Services spent about \$ 150,000.00 in 2014 for moving services.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

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

City Clerk File No. Res. 14.347

Agenda No. 10.Z.29

Approved: MAY 14 2014



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NELSON-WESTERBERG OF NEW JERSEY INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES**

## COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) advertised for the receipt of bids on May 13, 2014 for Providing Moving Services for the Department of Administration; and

WHEREAS, this contract was bid as a one-year (1) open-end contract with an option for 2 additional 1 year terms with the following minimum and maximum labor hours, fuel surcharge and moving essentials as specified:

	Min. Quantity of Item	Max. Quantity of Item	Unit Cost per Hour
Item No. 1 Van	0	20	\$22.00
Item No. 2 Driver	0	20	\$22.00
Item No. 3 Mover	0	100	\$22.00
Item No. 4 Helper	0	100	\$22.00
Item No. 5 Supervisor	0	20	\$22.00
Item No. 6 Travel Time	0	100	\$22.00
Item No. 8 Fuel Surcharge	0	5	No charge
Item No. 9 Tote Cartons	0	5000	\$2.00
Item No. 10 Book Cartons	0	2500	\$2.00
Item No. 11 Delivery of Cartons	0	1000	\$0.10
Item No. 12 Bins	0	200	No Charge
Item No. 13 Carts	0	200	No Charge
Item No. 14 Tags	0	200	No Charge
Item No. 15 Bubble Wrap	0	200	No Charge
Item No. 16 Tape	0	400	No Charge

WHEREAS, Nelson Westerberg of New Jersey Inc submitted the lowest bid based on the unit costs set forth in this resolution; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Nelson Westerberg of New Jersey Inc. to be fair and reasonable; and

WHEREAS, the sum of Thirty Thousand (\$30,000.00) Dollars is available in Unclassified Account No. 01-201-31-433-314; and

WHEREAS, the balance of the contract funds will be made available as and when Moving Services are ordered by the City.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Nelson Westerberg of New Jersey Inc for providing Moving Services for the Department of Administration;
2. The City reserved the right to make the contract award on a total amount for all Four (4) sections combined (Moving Services, Storage Space, Records Managements Space and Electronic Document Scanning) or make partial contract awards based on the lowest amount for each section. This City is only awarding a contract for moving services;

(continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NELSON-WESTERBERG OF NEW JERSEY INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES**

- 3. This contract is awarded as a one year open-end contract based on the unit costs set forth above which are incorporated herein by reference;
- 4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
- 5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, \_\_\_\_\_ (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account shown below

Department of Administration				Amount
Acct #	P.O #		Temp. Encumb.	
01-201-31-433-314	113579			\$30,000.00

Approved by \_\_\_\_\_ <sup>5/14/14</sup>  
Peter Rolgado, Director of Purchasing, QPA

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

APPROVED AS TO LEGAL FORM  
\_\_\_\_\_ <sup>7/0</sup>  
Corporation Counsel  
Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

\_\_\_\_\_ <sup>Rolando R. Levarro, Jr., President of Council</sup>

\_\_\_\_\_ <sup>Robert Byrne, City Clerk</sup>

Nelson Westerberg of New Jersey  
180 Meister Avenue  
Somerville, New Jersey 08876-3465  
908/725-3800 800/247-3800  
Fax 908/725-3943

*Chicago, New York, Dallas, Atlanta*

*100th* **NelsonWesterberg**  
*Anniversary*  
*1904-2004*

February 26, 2015

Mr. Steve Miller  
City of Jersey City  
13-15 Linden Avenue  
Jersey City, NJ 07302

Dear Steve:

Re: Required Paperwork for Resolution

Enclosed, please find required paperwork.

If you have any questions, please let me know.

Thank you,



Keith DeLorenzo  
Director, Commercial Sales  
KDL/cmc

(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**

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The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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**EXHIBIT A (Continuation)**

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

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

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

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

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

Representative's Name/Title (Print): Keith DeLorenzo

Representative's Signature: 

Name of Company: Nelson Westerberg

Tel. No.: 908-725-3800 Date: 2/26/2015



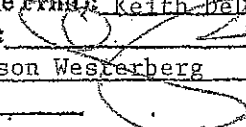
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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: Keith DeDorenzo  
Representative's Signature:   
Name of Company: Nelson Westerberg  
Tel. No.: 908-725-3800 Date: 2/26/2015

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

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

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

Business Name: Nelson Westerberg

Address: 180 Meister Avenue, Somerville, NJ 08876

Telephone No.: 908-725-3800

Contact Name: Keith DeLorenzo

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

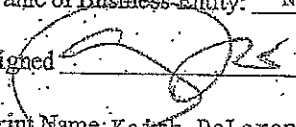
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Nelson Westerberg (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 Nelson Westerberg (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

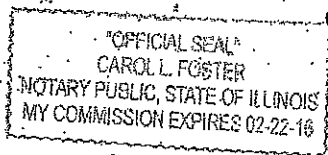
Name of Business Entity: Nelson Westerberg

Signed:  Title: Director of Commercial Sales

Print Name: Keith DeLorenzo Date: 2/26/2015

Subscribed and sworn before me  
this 26<sup>th</sup> day of Feb., 2015.  
My Commission expires:

Carol L. Foster  
(Affiant)  
Carol L. Foster, Exec. Asst.  
(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).

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

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

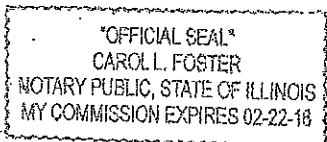
Name of Stock or Shareholder	Home Address
John Westerberg	1201 Arthur Avenue, Elk Grove Village, IL
Steve Westerberg	1201 Arthur Avenue, Elk Grove Village, IL
Robert Westerberg	1201 Arthur Avenue, Elk Grove Village, IL

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: Nelson Westerberg  
 Signed: \_\_\_\_\_ Title: Director of Commercial Sales  
 Print Name: Keith DeLorenzo Date: 2/26/2015

Subscribed and sworn before me this 26<sup>th</sup> day of Feb., 2015  
 My Commission expires: 02/22/16  
Carol L. Foster  
 (Affiant)  
Carol L. Foster, Exec. Asst.  
 (Print name & title of affiant) (Corporate Seal)





STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NEWESCO, INC.  
Trade Name: NELSON WESTERBERG OF NEW JERSEY  
Address: 180 MEISTER AVENUE  
SOMERVILLE, NJ 08876-3465  
Certificate Number: 0842184  
Effective Date: April 28, 1995  
Date of Issuance: June 18, 2009

For Office Use Only:  
20090618142256181

Certification 40799

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

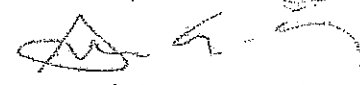
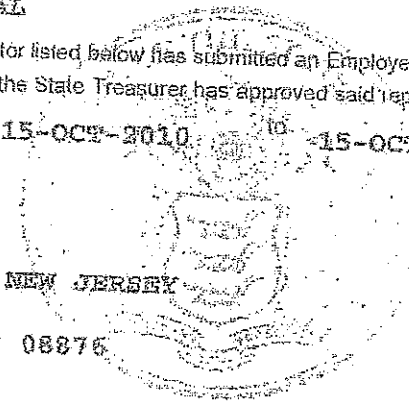
## RENEWAL

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

15-OCT-2010 to 15-OCT-2017

NELSON WESTERBERG OF NEW JERSEY  
180 WEISTER AVE  
SOMERVILLE

NJ 08876



Andrew P. Giamon-Erstoff  
State Treasurer

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

City Clerk File No. Res. 15.209

Agenda No. 10.Z

Approved: MAR 25 2015

TITLE:



**RESOLUTION AWARDING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40A:11-5(3) TO A-TECH CONCRETE COMPANY FOR THE FIRST STREET VILLAGE PARK RENOVATION PROJECT NO. 2010-014, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

COUNCIL offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City ("City") prepared bid specifications for the First Street Village Park Renovation, Project No. 2010-014 and accepted bids on two different occasions; and

**WHEREAS**, on both occasions the City rejected all bids because the bids substantially exceeded the Architect's pre-bid estimate; and

**WHEREAS**, the City then accepted proposals from the three lowest bidders from the second bid reception; and

**WHEREAS**, pursuant to the provisions of N.J.S.A. 40A:11-5(3), the City's Purchasing Agent and Architect negotiated a contract with A-Tech Concrete Company ("A-Tech"); and

**WHEREAS**, A-Tech agrees to perform the First Street Village Park Renovation, Project No. 2010-014 for a total contract price of \$594,400.00; and

**WHEREAS**, the Purchasing Agent and Architect consider this to be a fair and reasonable price; and

**WHEREAS**, the terms, conditions, restrictions and specifications set forth in the negotiated contract are not substantially different from those which were the subject of competitive bidding; and

**WHEREAS**, funds for this contract are available in Account Nos.

Grant Account	02-213-40-361-314	PO# 116559	\$ 295,000.00
Capital Parks Account	04-215-55-933-990	PO# 116558	\$ 299,400.00
Capital Parks Account	04-215-55-933-990	PO# 116560	\$ 59,440.00

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

- 1) A contract in the amount of \$594,400.00 for the First Street Village Park Renovation, Project No. 2010-014 is awarded to A-Tech Concrete Company;
- 2) This contract is awarded as a negotiated contract pursuant to the provisions of N.J.S.A. 40A:11-5(3). The terms and conditions of this negotiated contract are substantially the same as the bid specifications advertised by the City;



City Clerk File No. Res. 15.209

Agenda No. 10.Z

TITLE: **MAR 25 2015**

**RESOLUTION AWARDING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40A:11-5(3) TO A-TECH CONCRETE COMPANY FOR THE FIRST STREET VILLAGE PARK RENOVATION PROJECT NO. 2010-014, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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.; and

4) 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.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, hereby certify that funds are available for the payment of this resolution in Account No.

Grant Account	02-213-40-361-314	PO# 116559	\$ 295,000.00
Capital Parks Account	04-215-55-933-990	PO# 116558	\$ 299,400.00
Capital Parks Account	04-215-55-933-990	PO# 116560	\$ 59,440.00

March 11, 2015  
RR/ab

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
Corporation Counsel  
Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AWARDING A NEGOTIATED CONTRACT PURSUANT TO N.J.S.A. 40A:11-5(3) TO A-TECH CONCRETE COMPANY FOR THE FIRST STREET VILLAGE PARK RENOVATION PROJECT NO. 2010-014, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

**Project Manager**

Department/Division	Administration	Architecture, Engineering and Traffic
Name/Title	Brian F. Weller, L.L.A.	Director
Phone/email	(201) 547-5900	wellerb@cnj.org

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

**Contract Purpose**

Revised bid proposals were received on February 19, 2015 at the Division of Purchasing, they are as follows:

A-Tech Concrete Company	\$594,400.00 (Grand Total Bid Price/Base & Unit Prices)
Zenith Construction Services, Inc.	\$599,999.99 (Grand Total Bid Price/Base & Unit Prices)
V & K Construction, Inc.	\$612,340.00 (Grand Total Bid Price/Base & Unit Prices)

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

Grant Acct; 02-213-40-361-314	\$ 295,000.00
Capital Parks Acct; 04-215-55-933-990	\$ 299,400.00
Capital Parks Acct; 04-215-55-933-990	\$ 59,440.00

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

Approximately 6 months

Type of award

If "Other Exception", enter type

**Additional Information**

This park has been closed since 1984 and has suffered damage due to vandalism, crime and a general lack of maintenance. In March of 2010, a resolution was passed supporting the Village Neighborhood Association in their application to Hudson County Open Space (HCOS) for the restoration of this park (Res. 10-161).

The Village Neighborhood Association received funding from HCOS in the amount of \$295,000.00 for the construction of this project (already set up in a Grant Account.) The Village Neighborhood Association also hired and paid the architectural firm who designed and prepared the bid documents for the renovation of this park.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3-13-15  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING,  
TRAFFIC & TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

DATE : March 13, 2015

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

FROM : Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation *BFW*

SUBJECT : First Street (Village Park) - Renovation Project No. 2010-014

Attached for your consideration is the Resolution authorizing the award of a contract to A-Tech Concrete Company for the renovation to First Street (Village Park) Park. The work consists of the following:

- \* Removal and disposal of existing site improvements, as designated on the drawings, that include but are not necessarily limited to; concrete wall(s), sidewalk, paving, curbing, light poles (including bases and conduits), chain link fence, trees, tree stumps and all vegetation, soil pile and drainage manhole.
- \* Installation of new fencing (wood; black locust, and ornamental.)
- \* Site water service (vault, meter, backflow preventer, tap to main)
- \* Site drainage
- \* Installation of new site furnishings (benches, trash cans, etc.) as specified and shown on the drawings.
- \* Construction of Pergola, storage shed, sculptural land forms
- \* Concrete sidewalk, curb, wall(s), concrete pavers
- \* Electrical services for site electrical supply and lighting (including all required for new electrical service with meter, panel, circuit breaker conduit, etc.) for a fully operational system.
- \* Safety Surfacing

If you need any additional information, please do not hesitate to call.

ab

(REVISED 4/13)

**EXHIBIT B**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**CONSTRUCTION CONTRACTS**

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO

EXHIBIT B (2 of 4)

Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (3 of 4)

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (4 of 4)

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

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

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

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

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

EXHIBIT B

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

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

Representative's Name/Title (Print): Armando Amador U.P.

Representative's Signature: [Signature]

Name of Company: A-tech Concrete Tel. No.: (732) 248-1777 Date: 2/13/15

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

The contractor and the V.P. of A-Tech Concrete 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 Printed: Armando Amorim  
Representative's Signature: \_\_\_\_\_  
Name of Company: A-Tech Concrete  
Tel. No.: (732) 248-1177 Date: 2/13/15



Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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

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

Business Name : A-tech Concrete  
Address : 11 Taylor Rd Edison NJ  
Telephone No. : (732) 248-1777  
Contact Name: Michael Amerun

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

2. PLANT AND EQUIPMENT QUESTIONNAIRE:

Submitted to City of Jersey City

By JS Welding, LLC A Corporation  
A Co-partnership  
An Individual

Principal Office 34 Brookside Ave. Hackettstown, NJ 07840

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

a. In what manner have you inspected the proposed work? Explain in detail.

From Bid Set, dated 11-14-2013  
and specifications.

b. Explain your plan or layout for performing the proposed work.

Contract, Shop drawings, field measurements,  
fabricated railings and installation.

c. The work, if awarded to you, will have the personal supervision of whom?

Tamas Szilagyi 908-727-3645

d. ~~Do you intend to do the grading on the proposed work with your own forces?  
If so, give type of equipment to be used.~~



g

What equipment do you own that is available for and intended to be used on the proposed project?

QTY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	COND.	YRS. OF SERVICE	PRESENT LOCATION
3		Core drills	good	1 yr.	<i>JS Welding Shop 418 Pt. 2064 Monroeville PA 15146</i>
1		Welding machine	NEW	6 months	
1		Impact machine	good	6 months	
3		hand drills	good	6 months	
2		Band saws	good	1 year 3 year	
2		TRUCKS	good	1 year	

h

What equipment do you intend to purchase or lease for use on the proposed project?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST	
			PURCHASE	LEASE
<i>NONE</i>				

1.

Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

No Contracts. We received price quotes.

The undersigned hereby declare(s) Tamas Szilagyi the items of equipment in Table 1 are owned by JS Welding LLC and are available for and intended to be used on the Project, if A-Tech Concrete Co. awarded the Contract, and that he/they propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

Dated at 418 Route 200, Montague, NJ 07827 this 11 day of February, 2015

JS Welding LLC  
Name of Organization

By [Signature]  
Tamas Szilagyi  
Managing Member  
Title of Person Signing

STATE OF NJ  
COUNTY OF Sussex ss:

Tamas Szilagyi Being duly sworn, deposes and says that he is Managing member of the above JS Welding LLC  
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this 11<sup>th</sup> day of February, 2015

Wendy Kopetsky  
Notary Public

My commission expires 8-31-2017

WENDY KOPETSKY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/31/2017

Active Jobs	PROJECT	CONTRACT AMOUNT	GC	PHONE
12/4/2013	Lansdale Municipal Building	\$56,378.00	Gordon Bever	215-679-7988
12/9/2013	SeaGirt Army Facility	\$58,000.00	DOBCO, Inc.	973-317-9000
12/5/2013	Multi-Purpose Academic Building Kean University	\$163,000.00	DOBCO, Inc.	973-317-9000
1/22/2014	PS HS660K Brooklyn, NY	\$2,975.00	Kenco Wire	732-495-3000
3/6/2014	PABT Administration Building Ramp Plan.	\$15,800.00	A-Tech Concrete	732-248-1777
3/17/2014	Green Grove Elementary School	\$27,000.00	Jeral Construction	973-748-6400
4/2/2014	Ocean County College New Student Center	\$22,325.00	Brockwell & Carrington	973-237-1222
5/6/2014	Marlboro Twp. Public Schools	\$9,500.00	ATG, Inc	973-650-9600
5/15/2014	Single Span Arch Bridge	\$65,000.00	A-Tech Concrete	732-248-1777
5/21/2014	Livingston School	\$44,475.00	Patlock Construction	732-747-1078
5/22/2014	Lawton Johnson Middle School, Summit	\$2,200.00	Ingrassia Construction	908-222-1787
6/10/2014	Creedmoor Psychiatric Center	\$110,980.00	Dimitri Enterprises	718-745-1930
6/16/2014	Bergen County New Agency	\$385,000.00	DOBCO, Inc.	973-317-9000
6/24/2014	Village Elementary School, West Windsor, NJ	\$23,140.00	Mastercraft Iron	732-988-3113
7/28/2014	South Plainfield Public Library	\$19,800.00	Structural Concepts	732-493-3373
8/4/2014	Warren County Courthouse Annex	\$7,800.00	Coopersmith Bros/.	908-589-2105
8/5/2014	Robert Roe Federal Building	\$39,859.00	TR Weniger, Inc.	732-968-3450
8/4/2014	PNC Parking Lot 10	\$82,500.00	Joseph M. Sanzari	201-974-2830
8/28/2014	William Paterson University New Academic Bldg	\$247,000.00	DOBCO, Inc.	973-317-9000
9/17/2014	Cranford Municipal Building	\$6,000.00	Paley Construction	732-926-8600
7/22/2014	Taft Hall at Camden County College, Blackwood Campu	\$65,000.00	Ernest Bock & Sons	215-677-2625
10/6/2014	Montrose ELC,	\$13,500.00	GPC, Inc	973-376-6111
10/6/2014	Ossining School-Anne Dorner MS	\$153,000.00	Construction Services	914-232-0700
10/22/2014	New Brunswick Public School	\$59,500.00	The Bennett Company	973-472-1578
10/29/2014	Ocean Township Senior Center Renovation	\$4,000.00	GCS	
11/13/2014	Moumouth County Child Advocacy Center	\$5,500.00	Tri Form Construction	
11/21/2014	Fernwood Baseball Field	\$6,750.00	Shauger Group Inc.	973-676-2100
12/5/2014	Far Brook School	\$87,408.00	E. Allen Reeves	215-884-7059
12/9/2014	Bay Head Elementary School	\$14,936.00	Mastercraft Iron	732-988-3113
12/19/2014	Norsworthy Hall-College of NJ	\$43,000.00	M. & M Construction	908-351-1177
1/9/2015	SUNY Maritime University	\$14,292.00	Dimitri Enterprises	718-745-1930
1/14/2015	Asbury Park HS Auditorium Mezzanine Restoration	\$62,750.00	TCI Construction & MGT Co	732-919-7818
2/2/2015	Alessandra Misc	\$7,548.00	Alessandra	
		\$1,925,916.00		

1. CERTIFICATE OF EXPERIENCE

Tamas Sulaay hereby certifies that JS Welding, LLC has performed the following work within the past three (3) years:

Name of Owner	Amount of Contract	Type of Work	Owner's Representative in charge of Work (Inc. Address and Phone)	Approximate Dates
The Trust for Public Land	384,875. <sup>00</sup>	Ornamental Fence	GC Shauger Group, Inc 429 Dodd Street East Orange, NJ 07017	2012
Boys of Belmar	211,000	Aluminum Railing	Mastercraft Iron 1111 Tenth Ave. Neptune, NJ 07740	2013
William Paterson University	210,349	Steel guardrail	Dobco Inc 15 Corporate Dr Wayne, NJ 07470	2014
Passaic BOE	248,530. <sup>00</sup>	Aluminum Railings & Fences	ML Inc 65 South St. Passaic	2013
Zeus Industrial	25,000. <sup>00</sup>	Cable Railing	Hollister Construction 339 Jefferson Rd. Parsippany, NJ	2013
Calvary Lighthouse	40,918. <sup>00</sup>	Aluminum Guardrail	Structural Concepts 1305 South Rowella Lakewood, NJ 08701	2013
Somerville Library	22,460. <sup>00</sup>	Aluminum Railings	Hahr Construction 29 Grove St North Plainfield, NJ	2013
Boulevard East - Weehawken	70,800. <sup>00</sup>	Aluminum Steel Fences & Railings	A-Tech Concrete 11 Taylor Road Edison, NJ 08817	2013

Name of Bidder

JS Welding, LLC

By

Title

Managing Member

Mendy Kopetsky  
Witness

IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER.

2. PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to City of Jersey City

By RICHARD MULVEY  
A Corporation  
A Co-partnership  
An Individual

Principal Office 36 GREEN BROOK RD MIDDLESEX NJ 08846

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

a. In what manner have you inspected the proposed work? Explain in detail.

REVIEWED + ESTIMATED USING PANS +  
SPECS

b. Explain your plan or layout for performing the proposed work.

PROVIDE SUBMITTALS, COORDINATION DRAWINGS,  
FOLLOW SCHEDULE SET FORTH BY A-TECH CONCRETE  
OBTAIN INSPECTIONS AND APPROVALS; PROVIDE  
RECORD DRAWINGS

c. The work, if awarded to you, will have the personal supervision of whom?

RICHARD MULVEY / ERY OLSEN

Do you intend to do the grading on the proposed work with your own forces?  
If so, give type of equipment to be used:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



e. Do you intend to sublet any portions of the work? \_\_\_\_\_

If so, it is mandatory pursuant to N.J.S.A. 40A:11-16 that you list the names of those subcontractors under each discipline below, failure to do so will automatically result in rejection of the bid.

<u>Trade</u>	<u>Name of Subcontractor</u>	<u>Address</u>
Plumbing & Gas Fitting and all kindred work	<u>Randy E. Porek</u>	<u>381 S. ... Dr</u> <u>Prich. WJ</u>
Steam and Hot Water Heating and Ventilating Apparatus, and all kindred work	<u>Not Applicable to this project</u>	<del>_____</del> <del>_____</del>
Electrical Work	<u>Mulvey Electric</u>	_____ _____ _____
Structural Steel & Ornamental Iron	<u>U.S. welding</u>	_____ _____

Each subcontractor listed above shall fill out and submit a Certificate of Experience (as shown in this Bid Proposal) and items a, b, c, f, g, h, i and the remaining affidavit, duly executed, on the last page of the "Plant and Equipment Questionnaire". The General Contractor shall supply each subcontractor with duplicate pages of this proposal to be filled out by the subcontractor and then submitted with the bid proposal.

Whenever a bid sets forth more than one subcontractor for any of the specialty trade categories listed above, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.



g.

What equipment do you own that is available for and intended to be used on the proposed project?

QTY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	COND.	YRS. OF SERVICE	PRESENT LOCATION
		NONE			

h.

What equipment do you intend to purchase or lease for use on the proposed project?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST	
			PURCHASE	LEASE
		NONE		

1.

Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

YES

The undersigned hereby declare(s) \_\_\_\_\_ that the items of equipment in Table 1 are owned by \_\_\_\_\_, and are available for and intended to be used on the Project, if \_\_\_\_\_ awarded the Contract, and that he/they propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

MULVEY ELECTRIC  
Name of Organization

By RICHARD MULVEY  
RRM (PRESIDENT)  
Title of Person Signing

STATE OF NEW JERSEY  
COUNTY OF MIDDLESEX

ss:

RICHARD MULVEY, Being duly sworn, deposes and says that he is  
OWNER of the above MULVEY ELECTRIC  
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

My commission expires \_\_\_\_\_

2. PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to City of Jersey City

By RANDY E. PANICK LLC (A Corporation  
Co-partnership  
An Individual)

Principal Office 104 CARNATION DR, BRICK, NJ 08724

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

(a) In what manner have you inspected the proposed work? Explain in detail.

AS PER SPECS

(b) Explain your plan or layout for performing the proposed work.

AS PER SPECS

(c) The work, if awarded to you, will have the personal supervision of whom?

RANDY PANICK OWNER

d. Do you intend to do the grading on the proposed work with your own forces?  
If so, give type of equipment to be used.



(b) What equipment do you own that is available for and intended to be used on the proposed project?

QTY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	COND.	YRS. OF SERVICE	PRESENT LOCATION
		EQUIPMENT AS PRESCRIBED BY NET BOARD OF MASTER PLUMBERS			

(b) What equipment do you intend to purchase or lease for use on the proposed project? No

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST	
			PURCHASE	LEASE

(1)

Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

No

The undersigned hereby declare(s) \_\_\_\_\_ that the items of equipment in Table 1 are owned by RANDY PANICK and are available for and intended to be used on the Project. If RANDY E. PANICK LLC awarded the Contract, and that he/they propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

Dated at 11 Taylor Rd this 20th day of May, 2014

RANDY E. PANICK LLC  
Name of Organization

By Randy Panick  
OWNER  
Title of Person Signing

STATE OF N.J. ss:  
COUNTY OF Middlesex

\_\_\_\_\_, Being duly sworn, deposes and says that he is  
\_\_\_\_\_ of the above  
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_



Certificate Number  
62977

Registration Date: 05/03/20  
Expiration Date: 05/02/20



## 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:

A-Tech Concrete Company, Inc.

**Responsible Representative(s):**

Jose DaSilva, President  
Armando Amorim, Vice-President  
Manuel Amorim, Secretary

**Responsible Representative(s):**

Handwritten signature of Harold J. Wirths in cursive.

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 262  
TRENTON, N J 08646-0262

TAXPAYER NAME:  
A-TECH CONCRETE COMPANY, INC.  
TAXPAYER IDENTIFICATION#

ADDRESS  
11 TAYLOR RD  
EDISON NJ 08817-2510  
EFFECTIVE DATE:  
03/04/93  
FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#  
0097803

ISSUANCE DATE:  
09/19/01

*Patricia A. Checchio*  
Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 44146

**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-2012

to

15-OCT-2019

A-TECH CONCRETE CO., INC.  
11 TAYLOR ROAD  
EDISON NJ 08817



  
Andrew P. Salomon  
State Treasurer



## New Jersey Division of Revenue

Revenue NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0078008 FOR SHI INTERNATIONAL CORP. IS  
VALID.

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

City Clerk File No. Res. 15.210

Agenda No. 10.Z.1

Approved: MAR 25 2015

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE PURCHASE OF ADOBE SOFTWARE LICENSE AND PRODUCTS UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, the Adobe Acrobat Software Products is a family of application software and web services developed by Adobe Systems to view, create, manipulate, print and manage files in Portable Document Format (PDF). Upgrades will be acquired through Adobe's Enterprise Term License Agreement (ETLA) to ensure access to the latest Adobe software upgrades for the next three years at substantial price discounts; 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 \$36,000.00; and

**WHEREAS**, Software House International, 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of State Contract No. A77560, submitted a proposal for a total contract amount of \$153,984.00 for the **Adobe License Agreement and Software Products**; and

**WHEREAS**, the total cost of this three (3) year contract is \$153,984.00; and

**WHEREAS**, funds are available for this contract in **Administration/Information Technology Capital Account Fund**;

Account	P.O. #	State Contract	Total Contract
04-215-55-961-990	116480	A77560	\$153,984.00

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

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

1. A contract is awarded to Software House International for Adobe License Agreement and Software Products for the Division of Information Technology.
2. The total contract amount is \$153,984.00 and the term of the contract is three (3) years.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 15.210

Agenda No. 10.Z.1

TITLE: **MAR 25 2015**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE PURCHASE OF ADOBE SOFTWARE LICENSE AND PRODUCTS UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

Account	P.O. #	State Contract	Total Contract
04-215-55-961-990	116480	A77560	\$153,984.00

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

March 12, 2015  
Date

PF/pv  
3/12/15

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE PURCHASE OF ADOBE SOFTWARE LICENSES AND PRODUCTS UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**Project Manager**

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

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

**Contract Purpose**

Software upgrades to Adobe Acrobat, Acrobat Pro and Creative Suite desktop publishing software. Upgrades will be acquired through Adobe's Enterprise Term License Agreement (ETLA). The City's participation in this program will insure access to the latest Adobe software upgrades for the next three years as well as substantial price discounts.

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

Capital budget, \$153,984

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

Three years

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

  
Signature of Purchasing Director

  
Date



Pricing Proposal  
 Quotation #: 9255940  
 Created On: 2/23/2015  
 Valid Until: 2/27/2015

**CITY OF JERSEY CITY**

**Inside Sales Account Manager**

**Robert Magro**  
 1 Journal Square Plaza  
 3rd Floor, IT Division  
 Jersey City, NJ 07306  
 United States  
 Phone: (201) 547-4274  
 Fax: (201) 792-8713  
 Email: bobm@cnj.org

**Nicole Lawrence**  
 290 Davidson Avenue  
 Somerset, NJ 08873  
 Phone: 732-564-8140  
 Fax: 888-896-8860  
 Email: Nicole\_Lawrence@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Year 1: Acrobat Professional - Term License & Maintenance & Support 1 User - 12 Month - FLP Adobe - Part#: 210-3280-1	400	\$128.32	\$51,328.00
2 Year 2: Acrobat Professional - Term License & Maintenance & Support 1 User - 12 Month - FLP Adobe - Part#: 210-3280-1	400	\$128.32	\$51,328.00
3 Year 3: Acrobat Professional - Term License & Maintenance & Support 1 User - 12 Month - FLP Adobe - Part#: 210-3280-1	400	\$128.32	\$51,328.00
<b>Total</b>			<b>\$153,984.00</b>

**Additional Comments**

NJ Software State Contract #77560

*Thank you for the opportunity to quote. SHI is a leading reseller of software, hardware, and peripherals. SHI is a 100% Asian-Owned Minority Company. SHI has been working with State and Local Governments for over 15 years. We have a Software Licensing Specialist for every major manufacturer and a hardware and service department to assist with any configuration.*

*Please keep SHI in mind for you future software and hardware needs.*

For Immediate Assistance with quote requests, order inquiries or service, please contact your Inside Sales Team at 1-888-591-3400 or by email: NJGOV@shi.com

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

961-290



ATTACHMENT A

ENTERPRISE TERM LICENSE AGREEMENT

THIS ENTERPRISE TERM LICENSE AGREEMENT ("ETLA") is entered as of the Effective Date designated below, by and between Adobe Systems Incorporated ("Adobe") and City of Jersey City ("Customer").

Customer shall be placing an order with SHI ("Reseller") for licenses to Adobe software products ("Products") and associated Adobe Maintenance and Support ("Support") for delivery on or before 3/31/15 solely on behalf and for the use of Customer (the "Transaction").

This ETLA is effective as of the date of the Transaction ("Effective Date").

All Adobe Products and Support listed in this Enterprise Term License Agreement ("ETLA") are provided under the terms and conditions set forth in this ETLA and the Adobe Enterprise Licensing Terms ("Licensing Terms"), which consist of the General Terms, the Exhibit for On-premise Software and the Product Description and Metrics ("PDMs") for Desktop Software and Creative Cloud Online Services and Adobe Enterprise Support, and are available at [www.adobe.com/legal/terms/enterprise-licensing.html](http://www.adobe.com/legal/terms/enterprise-licensing.html) (collectively, the "Agreement"). If there is any inconsistency between the following parts of this Agreement, then the part listed earlier will prevail to the extent of the inconsistency: (i) this ETLA; (ii) the applicable PDM(s); (iii) the applicable Exhibit(s) to the General Terms; and (iv) the General Terms.

Notwithstanding anything to the contrary in the Adobe Enterprise Licensing Terms, if Adobe makes available file storage in the cloud, Customer shall be limited to total cloud storage equal to two (2) gigabytes per Named User of the Creative Cloud for Enterprise ("CCE") Products.

## **Schedule A: Licensing and Support Terms for Enterprise**

### **1. License Term**

The license term ("License Term") is three (3) years from the Effective Date. During the License Term, terms of this Schedule A will govern all orders by Customer of the Products and Services set out in this Schedule A. Notwithstanding anything stated to the contrary, Customer may terminate the License Term at any time after the first (1st) anniversary of the Effective Date pursuant to applicable law making any obligation under this Agreement contingent upon the availability of appropriated funds from which payments can be made. In the event Customer so terminates the License Term, Customer shall not be entitled to a refund of any fees paid hereunder.

### **2. Enterprise Term License**

#### **2.1 Standard Deployment**

2.1.1 Customer shall have a license to deploy the Products shown in Table 1 in Section 4 within its Enterprise, as defined above, during the Term to the quantities of Named Users set forth in Table 1. Named User means an individual user (either an employee or on-site contractor of Customer) who is given a unique identifier for logging in and using the Products licensed hereunder. Such unique identifiers may not be shared by employees or contractors of Customer; notwithstanding the foregoing, if an individual ceases to be an employee or contractor of Customer during the Term, a different employee or contractor may thereupon use a new unique identifier without being deemed an additional Named User under this Agreement.

2.1.2 On the first and second anniversaries of the Effective Date, Customer shall have the option to purchase additional quantities at the unit price (per Named User, per year) agreed to between Customer and Reseller, prorated to the end of the Term subject to the terms of the Agreement. Additionally, on the first, second and third anniversaries of the Effective Date if Customer gave access to the Products and Services licensed under table 1 to a number of Named Users in excess of the number of Named User licenses previously purchased, Customer shall purchase additional Named User licenses to account for the overage.

2.1.3 The license fees for each additional Named User (including Support) will be prorated from the time access was first given to the end of the Term. For example, if Customer originally purchased 1,000 Named User licenses as of the Effective Date, gave access to 200 additional Named Users six months following the Effective Date, and gave access to 600 additional Named Users nine months following the Effective Date, the additional charge in arrears (computed as of the first anniversary of the Effective Date) shall be equal to  $(200/12 \times 6 \text{ months} \times \text{Unit Price for new licenses} + 600/12 \times 3 \text{ months} \times \text{Unit Price for new licenses})$ . The license fees for Year 2 of the Agreement would be the original Unit Price x 1,000 plus the Unit Price for New Licenses x 800 (and again for Year 3 of the Agreement, if access to the Products was not given to any new Named Users between the first and second anniversaries of the Effective Date).

2.1.4 For purposes of proration for additional Named Users, prorated fees shall be rounded to the nearest whole month.

2.1.5 Customer shall report additional deployments to Adobe using the form attached hereto as Schedule A, Deployment Report:

2.3 Customer shall ensure that all personnel within the Enterprise are aware of and comply with all the terms and conditions of this Agreement. Customer shall be liable to Adobe for all actions and inactions of its employees and on-site contractors relating to this Agreement. A program administrator will be named by Customer who shall be responsible for administering this ETLA on behalf of the Enterprise and shall ensure that the Enterprise complies with all terms and conditions of this ETLA and the Licensing Terms.

2.4 At the end of the License Term, unless renewed by a mutually executed document under mutually agreed terms and conditions, the ETLA will no longer apply and will automatically expire, and all On-premise Software licensed under this Schedule A must be deleted from Customer's computers and systems, and Customer must provide Adobe with a letter certifying such destruction. For clarity, Customer is not required to remove any perpetual licenses that it has purchased under other agreements.

### **3. Ordering and Payment Terms**

Adobe is not entering into a direct purchasing relationship with Customer for the Products and Support. Customer is placing an order with Reseller. Reseller is solely responsible for setting the terms of payment with Customer (including but not limited to when payments by Customer are due to Reseller).

**4. Products and Services Ordered**

The Products and Support ordered, applicable quantities and Metrics are as follows:

**Table One: Standard Deployment**

**5. Support**

Adobe will provide Support for the On-premise Software covered by this Schedule A in accordance with the terms of the Product Description and Metrics for Adobe Enterprise Support available at [www.adobe.com/legal/terms/enterprise-licensing.html](http://www.adobe.com/legal/terms/enterprise-licensing.html).

**6. Additional Purchases – Standard Deployment**

6.1 All Customer pricing for additional purchases pursuant to Section 2.2 shall be set between Reseller and Customer. On the respective anniversaries of the Effective Date, Customer may purchase licenses for additional Named Users. If Customer gave access to the Products licensed hereunder to a number of Named Users in excess of the number of Named User term licenses previously purchased, Customer shall purchase additional Named User licenses to account for the overage.

6.2 Customer will generate and send electronic discovery reports to Reseller and Adobe that provide an accurate record of Customer's then-current number of copies of Products that have been installed and/or are in use ("Deployment Count") on each anniversary date of this ETLA (including on the date of expiration of the Term of this ETLA).

**7. Assignment/Transfer.**

In light of the unique and Customer specific nature of this ETLA, Customer acknowledges and agrees that it may not assign this ETLA to any other government or other entity without Adobe's prior written approval. Customer is not permitted to transfer any of the Product licenses purchased under this ETLA to any government or other entity beyond the Enterprise. To the extent that this ETLA conflicts with any term of the Licensing Terms or any other contract document between Reseller and Customer, the terms of this ETLA shall govern.

**8. Execution.**

Customer shall attach a copy of this ETLA, including all Schedules, Exhibits and/or Appendices incorporated or attached to this ETLA, to its purchase order to Reseller for the Products. By placing a purchase order with Reseller for the Products in this ETLA, Customer hereby accepts the terms of the ETLA, including all Schedules, Exhibits and/or Appendices incorporated or attached to this ETLA and the Adobe Enterprise Licensing Terms.

Governor Chris Christie • Lt. Governor Kim Guadagno



State of New Jersey  
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T-Number	Title	Vendor	Contract #
M0003 11-r -21493	SOFTWARE LICENSE & RELATED SER	SHI INTERNATIONAL CORP	77560

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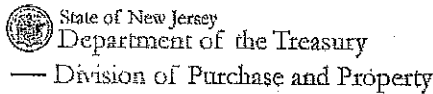


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**Notice of Award  
Term Contract(s)**

**M-0003  
SOFTWARE LICENSE & RELATED SER**

Vendor Information
Authorized Dealers
By Vendor
Email to MARIANNE BIXLER

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

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- [Standard Terms and Conditions 2007 Adobe PDF \(50 kb\)](#)
- [Software Publisher/Service Provider Agreement Adobe PDF \(206 kb\)](#)
- [Scope of Work Requirements Adobe PDF \(9 kb\)](#)
- [Forms Required to be supplied by Provider Adobe PDF \(14 kb\)](#)
- [NJ Custom Agreements List Adobe PDF \(50 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(181 kb\)](#)
- [Amendment #1 - Supplemental Award Adobe PDF \(1 kb\)](#)
- [Amendment #2 - Product Addition Adobe PDF \(17 kb\)](#)
- [Amendment #3 - Change to Method of Operation dated 9/11/13 Adobe PDF \(26 kb\)](#)
- [Amendment #4 - Change in Scope Adobe PDF \(28 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number**

**NOAs By Title**

**Search NOAs**

<b>Index #:</b>	M-0003
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 07/01/10 TO: 06/30/15
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*

	18701 S FIGUEROA ST GARDENA, CA 90248
<b>Contact Person:</b>	BILL ABRAMS
<b>Contact Phone:</b>	877-609-5173
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	77562
<b>Expiration Date:</b>	06/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEW HERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873
<b>Contact Person:</b>	DENISE VERDICCHIO
<b>Contact Phone:</b>	888-744-4084
<b>Order Fax:</b>	888-896-8860
<b>Contract#:</b>	77560
<b>Expiration Date:</b>	06/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEW HERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	YES
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

<b>AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS</b>	
<b>Contract#:</b> 77003	<b>Title:</b> SOFTWARE LICENSE & RELATED SER
<b>Dealer/Distributor Name &amp; Address:</b>	DELL MARKETING LP ONE DELL WAY ROUND ROCK TX 78682
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	800-766-3355

CONTRACT ITEMS/SERVICES BY VENDOR					
<b>Vendor:</b> DELL MARKETING LP			<b>Contract Number:</b> 77003		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT APPLICATION AND COLLABORATION SERVICES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076142 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]	1.000	EACH	NET	N/A

Vendor: SHI INTERNATIONAL CORP		Contract Number: 77560			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT APPLICATION AND COLLABORATION SERVICES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076142 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT DEVICES, DRIVERS, CONFIGURATION AND UTILITIES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076143 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT FRAMEWORKS AND SUPPORT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076144 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT OPERATING SYSTEM AND COMPONENTS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SECURITY	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 208-80-076146 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT STORAGE, ARCHIVE, BACKUP AND RETRIEVAL	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE



		EST QUANTITY	UNIT	% DISCOUNT	
00007	COMM CODE: 208-80-076147 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SYSTEM AND NETWORK MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 208-80-076149 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT SYSTEM UTILITIES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 208-80-076150 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT VIRTUALIZATION AND VIRTUAL ENVIRONMENT SOFTWARE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 208-80-076151 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT OTHER: PLATFORM AND MANAGEMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 208-80-076152 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE DATA	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 208-80-076153 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE EDUCATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013		1.000	EACH	NET	N/A

	COMM.CODE: 208-80-076154 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE REFERENCE				
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00014	COMM CODE: 208-80-076155 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - EDUCATION AND REFERENCE OTHER: EDUCATION AND REFERENCE	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00015	COMM CODE: 208-80-076157 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS BROWERS	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00016	COMM CODE: 208-80-076158 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT CONTENT MANAGEMENT	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00017	COMM CODE: 208-80-076159 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT DOCUMENT PUBLISHING AND AUTHORING	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00018	COMM CODE: 208-80-076160 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS E-MAIL AND COLLABORATION	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00019	COMM CODE: 208-80-076161 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	COMMUNICATIONS INSTANT MESSAGING AND CONFERENCING				
00020	COMM CODE: 208-80-076190 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INTERNET SERVICES	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 208-80-076162 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS INTERNET UTILITIES AND APPLICATIONS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00022	COMM CODE: 208-80-076163 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS MULTIMEDIA AND FILE VIEWER	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00023	COMM CODE: 208-80-076164 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND MANAGEMENT MULTIMEDIA PUBLISHING AND AUTHORING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00024	COMM CODE: 208-80-076475 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS OFFICE SUITES AND PRODUCTIVITY	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 208-80-076476 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS TEAM COLLABORATIVE APPLICATIONS	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 208-80-076477 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS TELEPHONY APPLICATIONS (NO VOIP)	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 208-80-076478 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS TRANSLATION AND GLOBALIZATION	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 208-80-076479 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS WEB DESIGN AND DEVELOPMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 208-80-076480 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - CONTENT AND COMMUNICATIONS OTHER: CONTENT AND COMMUNICATIONS	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 208-80-076481 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL BUSINESS EQUIPMENT	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL CUSTOMER SERVICE	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032		1.000	EACH	NET	N/A

	COMM CODE: 208-80-076483 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL DEVELOPMENT RESOURCES				
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00033	COMM CODE: 208-80-076484 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL DEVELOPMENT TOOLS	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00034	COMM CODE: 208-80-076485 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL FACILITIES AND SECURITY	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00035	COMM CODE: 208-80-076486 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL FINANCE AND ACCOUNTING	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00036	COMM CODE: 208-80-076487 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL HUMAN RESOURCES AND ADMINISTRATION	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00037	COMM CODE: 208-80-076488 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL INFORMATION ACCESS & DELIVERY (REPORTING)	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00038	COMM CODE: 208-80-076489 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	PROFESSIONAL INFORMATION AND DATA MANAGEMENT				
00039	COMM CODE: 208-80-076490 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL LEGAL	1.000	EACH	NET	N/A
00040	COMM CODE: 208-80-076491 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL MANAGEMENT	1.000	EACH	NET	N/A
00041	COMM CODE: 208-80-076492 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL PURCHASING	1.000	EACH	NET	N/A
00042	COMM CODE: 208-80-076493 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL RECORDS MANAGEMENT	1.000	EACH	NET	N/A
00043	COMM CODE: 208-80-076494 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SALES AND MARKETING	1.000	EACH	NET	N/A
00044	COMM CODE: 208-80-076495 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SERVICES AND MANUFACTURING MANAGEMENT	-1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00045	COMM CODE: 208-80-076496 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SUPPLY CHAIN MANAGEMENT	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00046	COMM CODE: 208-80-076497 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL TECHNICAL AND SCIENCE SOFTWARE	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00047	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL TECHNICAL EQUIPMENT	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00048	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL OTHER: OPERATIONS AND PROFESSIONAL	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00049	COMM CODE: 208-80-076500 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE MAINTENANCE, UPGRADE AND/OR UPDATE	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00050	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE INSTALLATION, CONFIGURATION AND/OR IMPLEMENTATION	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00051	COMM CODE: 208-81-076166 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - SUPPORT	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00052	COMM CODE: 208-81-076166 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]  ITEM DESCRIPTION: SOFTWARE - TRAINING	1.000	EACH	NET	N/A



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

City Clerk File No. Res. 15.211  
Agenda No. 10.Z.2  
Approved: MAR 25 2015



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BROADVIEW NETWORKS, INC. TO PROVIDE PLAIN OLD TELEPHONE SERVICE (POTS) UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY**

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

**WHEREAS**, funding is required to provide POTS (Plain Old Telephone Service) for lines generally used for fax machines, modems, alarms and provide voice service where the primary City telephone systems are not available; 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 \$36,000.00; and

**WHEREAS**, Broadview Networks Inc. P.O. Box 9242, Uniondale, New York 11555 being in possession of State Contract A85017, will provide Plain Old Telephone Line Services (POTS) for a total annual amount of Seventy Ninety Thousand Two Hundred Dollars (\$79,200.00); and

**WHEREAS**, funds in the amount of \$20,000.00 are available in the calendar year 2015 temporary budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in account No. 01-201-31-435-620; and

**WHEREAS**, these funds are available for this expenditure in the account shown below:

**Department of Administration/Information Technology**

<b>Acct No.</b>	<b>P.O #</b>	<b>State Contract</b>	<b>Temp Encumbrance</b>
01-201-31-435-620	116481	A85017	\$20,000.00

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

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

1. A contract is awarded to Broadview Networks, Inc. for POTS (Plain Old Telephone Service) for the Division of Information Technology for a total contract amount of \$79,200.00.
2. The contract shall be effective as of January 1, 2015 through December 31, 2015.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
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 2015 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year permanent budget.
5. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on page 2)

TITLE:

**MAR 25 2015**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BROADVIEW NETWORKS, INC. TO PROVIDE VOICE TELEPHONE SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY**

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

**Department of Administration/Information Technology**

Acct No.	P.O #	State Contract	Temp Encumbrance
01-201-31-435-620	116481	A85017	\$20,000.00

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

March 12, 2015  
Date

PF/pv  
3/12/15

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BROADVIEW NETWORKS, INC. TO PROVIDE VOICE TELEPHONE SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY**

**Project Manager**

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

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

**Contract Purpose**

Contract for Plain Old Telephone Service (POTS) lines. These lines are generally used for fax machines, modems, alarms, etc. and can provide voice service where the primary City telephone systems are not available.

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

Operating budget, monthly \$6,600, yearly \$79,200

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

One year

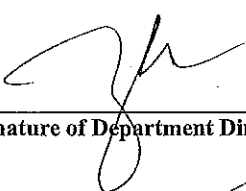
Type of award

If "Other Exception", enter type

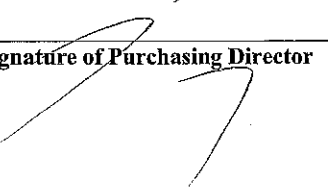
**Additional Information**

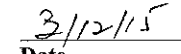
----------------------	----------------------

I certify that all the facts presented herein are accurate.

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

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

## Method of Operation

T1297

### Voice Communications Network Services

October 1, 2013

#### **1.0 Purpose and Intent**

The purpose of this contract is to enable the procurement of the following Voice Communications Network Services (Voice Services):

1. Business Lines ("POTS" TDM) – To include ancillary features and "Local Calling" usage charges if applicable;
2. Business Lines ("POTS" TDM) - Unlimited Local/Long Distance – To include ancillary features and unlimited Local and Long Distance calling;
3. Business Trunks (TDM) – To include analog, ISDN PRI, Direct Inward Dialing, ancillary features and "Local Calling" usage charges if applicable;
4. Business Trunks (TDM) - Unlimited Local/Long Distance – To include analog, ISDN PRI, Direct Inward Dialing, ancillary features and unlimited Local and Long Distance calling;
5. Outbound Toll (also referred to as "Toll" in this RFP) – Inclusive of intrastate, interstate, international and Credit Card services. In addition to traditional usage-based per minute pricing, the State is seeking offers for flat-rate pricing on a per line/trunk basis; and
6. Toll Free – 800, 888, 877, 866 and 855.

The State has granted approval for an exception to the single vendor rule in order to justify awards to two or more vendors in accordance with N.J.S.A. 52:34-12.1. Vendor contracts have been awarded to AT&T Inc. and Broadview as posted on the Division of Purchase & Property webpage for contract T1297 Voice Communications Network Services found at:

[http://www.state.nj.us/treasury/purchase/noa/contracts/t1297\\_13-x-22465.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t1297_13-x-22465.shtml)

#### **2.0 Contract Term**

The contract term for this contract is five (5) years with two one-year extension renewal options, effective October 1, 2013.

#### **3.0 Method of Operation**

Contract users shall obtain service quotes from vendor by utilizing the "Vendor Information" contact posted on the Division of Purchase & Property, Procurement Bureau webpage for contract T1297 Voice Communications Network Services found at:

[http://www.state.nj.us/treasury/purchase/noa/contracts/t1297\\_13-x-22465.shtml](http://www.state.nj.us/treasury/purchase/noa/contracts/t1297_13-x-22465.shtml)

Vendor will not place an order or place in service any type of equipment or facility, which would result in charges to the Using Agency without a written order from the Using Agency.

Vendor is required to provide contract users with:

1. A written proposal with the following information:
  - Detailed description of the products and services being offered;
  - A clear and concise quote including the following information:
    - o A list and description of each item quoted.

- The quantity of items quoted.
  - The State's discounted price
  - The unique identification code assigned to each item
2. Vendor Information- vendor's name, contact person, contact phone number, contract number date of quote, quote number
  3. Agency/Department Information – Agency/department name, contact person, contact number, service address, billing address,

State Agency/Department Process:

1. All telephony orders must be sent to approved vendors with RTS Request for Telephone Service accompanied by standardized spreadsheets confirming installation/change/disconnect details.
2. OIT Telecommunications must be copied on any telephony order sent directly to an approved vendor by an agency at Telecommunications@treas.state.nj.us
3. Copies of all telephony orders must be sent to OIT Telephone Billing at nit.request@oit.state.nj.us for processing in the SONJ billing database.

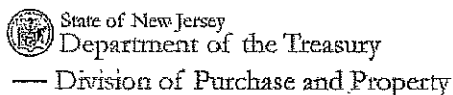
Note 1: Vendor shall comply with procedural instructions that may be issued from time to time by the Director of the Division of Purchase and Property.

Note 2: During the period of contract, no change is permitted in any of its conditions and specifications, unless the vendor receives written approval from the Director of the Division of Purchase and Property.

Note 3: The State will post the approved vendor price list at:  
[http://www.state.nj.us/treasury/purchase/oa/contracts/t1297\\_13-x-22465.shtml](http://www.state.nj.us/treasury/purchase/oa/contracts/t1297_13-x-22465.shtml)

#### **4.0 State Agency Review and Approval Process**

1. The Agency will follow its own internal review and approval process The Agency can consult with OIT during the preliminary planning process to address any questions they may have..



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

**T-1297**

**VOICE COMMUNICATIONS NETWORK SERVICES**

Vendor Information
By Vendor
RFP Documents
Email to JAMES E STRYPE

**Downloadable NOA Documents**  
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- [State Contract Manager Adobe PDF](#) (8 kb)
- [Method of Operation Adobe PDF](#) (20 kb)
- [Price Lists - Broadview Adobe PDF](#) (72 kb)
- [Price Lists - AT&T Adobe PDF](#) (636 kb)
- [Subcontractor List Adobe PDF](#) (6 kb)
- [Amendment #1 - Change in Scope Adobe PDF](#) (19 kb)
- [Amendment #2 - Price List Update\(s\) Adobe PDF](#) (18 kb)

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<b>Index #:</b>	T-1297
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 10/01/13 TO: 09/30/18
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*

<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22465
<b>Bid Open Date:</b>	04/17/13
<b>CID #:</b>	1040118
<b>Commodity Code:</b>	915-77
<b>Set-Aside:</b>	NONE

<b>CONDITIONS AND METHODS OF OPERATION</b>	
Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that	
A. Delivery: All prices F.O.B. Destination	
B. Method of Operation - State Agencies Only:	
<b>Issue an agency purchase order to the appropriate contract vendor(s).</b>	

<b>*IMPORTANT: POLITICAL SUBDIVISION &amp; OTHER COOPERATIVE PURCHASING PARTICIPANTS</b>	
In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.	
Questions, problems or complaints related to Cooperative Purchasing contact:	
Cooperative Purchasing Coordinator PO Box 230 Trenton, NJ 08625 (609) 984-7047	

<b>In the event of an emergency, contact the following in the order listed:</b>		
JAMES E STRYPE	PROCUREMENT SPECIALIST	609-341-2977
PENI MACMEEKIN	ASSISTANT DIRECTOR	609-292-8677
	<b>PUB DATE:</b>	<b>12/10/14</b>

<b>VENDOR INFORMATION</b>	
<b>Vendor Name &amp; Address:</b>	AT&T CORP 1 AT&T WAY RM 4A252A BEDMINSTER, NJ 07921
<b>Contact Person:</b>	PAUL SEIFRIED
<b>Contact Phone:</b>	908-234-3475
<b>Order Fax:</b>	908-234-5317
<b>Contract#:</b>	85016
<b>Expiration Date:</b>	09/30/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES

<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	

	BROADVIEW NETWORKS 800 WESTCHESTER AVENUE RYE BROOK, NY 10573
<b>Contact Person:</b>	JOY BLAIR
<b>Contact Phone:</b>	212-404-5302
<b>Order Fax:</b>	914-922-9377
<b>Contract#:</b>	85017
<b>Expiration Date:</b>	09/30/18
<b>Terms:</b>	2% 20 NET 10
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

CONTRACT ITEMS/SERVICES BY VENDOR					
<b>Vendor:</b> AT&T CORP			<b>Contract Number:</b> 85016		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-77-083262 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: BUSINESS LINES  SEE SCHEDULE A FOR PRICING  02	1.000	LOT	NET	N/A
00003	COMM CODE: 915-77-085078 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: BUSINESS TRUNKS  SEE SCHEDULE C FOR PRICING	1.000	LOT	NET	N/A
00006	COMM CODE: 915-77-085081 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: OUTBOUND TOLL CALLING  SEE SCHEDULE F FOR PRICING	1.000	LOT	NET	N/A
00007	COMM CODE: 915-77-085082 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: TOLL-FREE CALLING  SEE SCHEDULE G FOR PRICING	1.000	LOT	NET	N/A



Vendor: BROADVIEW NETWORKS		Contract Number: 85017			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-77-083262 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: BUSINESS LINES  SEE SCHEDULE A FOR PRICING	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 915-77-085078 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: BUSINESS TRUNKS  SEE SCHEDULE C FOR PRICING	1.000	LOT	NET	N/A

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- [RFP TEXT](#) Adobe PDF (2 mb)
- [NJ Standard RFP Forms](#) Adobe PDF (1 mb)
- [Cooperative Purchase Form](#) Adobe PDF (510 kb)
- [Source Disclosure Certification](#) Adobe PDF (399 kb)
- [Sub-Contracting Form](#) Adobe PDF (359 kb)
- [Signatory Page](#) Adobe PDF (53 kb)
- [Addendum # 1 - Revised Bid Open Date and Response to Electronic Questions](#) Adobe PDF (292 kb)
- [Addendum # 2 - Responses to Electronic Questions](#) Adobe PDF (28 kb)

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Telecom Integrity Group  
250 Route 28 Suite 305  
Branchburg, NJ 08876

January 29, 2015

Jersey City  
Bob Magro  
1 Journal Sq Plaza 3 Rd Fl  
Jersey City, NJ 07306-4004

PO Preparation Sheet			
Invoice #	Invoice Amount	Invoice Date	Invoice Type
201-420-8950 346	\$ 6,542.25	01/12/15	Non Centrex
Total \$		6,542.25	

Vendor Remittance  
Broadview Networks  
PO Box 9242  
Uniondale, NY 11555-9242



## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0767008 FOR JOHNSON, KURT IS VALID.



**New Jersey Division of Revenue**

Revenue NJBGS

**On-Line Business Registration Certificate  
Service**

CERTIFICATE NUMBER 0360997 FOR BROADVIEW NETWORKS, INC. IS  
VALID.



**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*  
**JIGNASA DESAI-MCCLEARY**  
*Director*

**Amendment #02**  
**T-1297**

**Solicitation #22465**

**DATE:** October 20, 2014  
**TO:** All Using Agencies and  
Cooperative Purchasing Participants  
**FROM:** James E. Strype, Purchase Bureau  
**SUBJECT:** Voice Communications Network Services  
**CONTRACT PERIOD:** October 1, 2013 to September 30, 2018

AT&T Inc. contract #85016 and Broadview Networks Inc. contract #85017 are approved to add its optional "Flat rate" or unlimited Local Calling pricing feature to Price Lines 1 and 3 reflected on its Price Schedules A and C. This option enables Using Agencies to bundle its local usage into fixed, flat rate pricing plans for use on identified high volume business lines and trunks for additional savings.

All other terms and conditions of the original contract award and amendments remain the same.



**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
PO BOX 230  
TRENTON, NJ 08625-0230

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*  
**JIGNASA DESAI-MCCLEARY**  
*Director*

**Amendment #01**  
**T-1297**

**Solicitation #22465**

**DATE:** October 20, 2014  
**TO:** All Using Agencies and  
Cooperative Purchasing Participants  
**FROM:** James E. Strype, Purchase Bureau  
**SUBJECT:** Voice Communications Network Services  
**CONTRACT PERIOD:** October 1, 2013 to September 30, 2018

The following Price Lines for contract# 85017 made to Broadview Networks Inc. (Broadview) are limited to the approved work already installed:

- Business Lines Unlimited Local/ Long Distance (Price Line 00002); and*
- Business Trunks Unlimited Local/ Long Distance (Price Line 00004).*

Broadview shall not install any additional lines under these two (2) Price Lines and the applicable approved business lines and trunks installed under this scope modification shall be for the initial term of the contract only and shall not be renewed or extended.

**BROADVIEW NETWORKS SCHEDULE A**

Business Lines	Base Package MRC/Price	PICC	CCRC	RAF	ENP	WLNP	FCC	TOTAL	Local Rate/Per Minute	Install
<b>Priceline 0001</b>										
All Zones Yellow	\$16.00	\$3.78	\$1.51	\$1.85	\$0.30	\$0.27	\$6.23	\$29.94	\$0.014	\$0.00
All Zones Green	\$7.80	\$3.78	\$1.51	\$1.85	\$0.30	\$0.27	\$6.23	\$21.74	\$0.012	\$0.00
Remote Call Forward	\$8.40	N/A	N/A	N/A	N/A	N/A	N/A	\$8.40	See note	\$0.00

County	Zone	Color
Salem	3	Yellow
Cumberland	3	Yellow
Ocean	3	Yellow
Cape May	3	Yellow
Atlantic	3	Yellow
Burlington	3	Yellow
gloucester	3	Yellow
Monmouth	3	Yellow
Somerset	3	Yellow
Middlesex	2	Yellow
Camden	1	Yellow
Mercer	1	Yellow
Union	1	Yellow
Morris	2	Green
Bergen	1	Green
Hudson	1	Green
Passaic	1	Green
Essex	1	Green
	No Service	Red
	No Service	Red
	No Service	Red

Additional Surcharge USF applies to usage set by the FCC and varies each qtr  
 Note: Usage rates are the same as the eligible selected Business Line call plan used  
 \* General guide- final pricing determined by Central Office prequalification

**BROADVIEW NETWORKS SCHEDULE B**

Business Lines	Base Package	PRCC	GCRC	RAF	LNK	WLNK	FCC	TOTAL MRC	Install
Unlimited	MRC/Price								
<b>Priceline 0002</b>									
Yellow Zone 1	\$25.29	\$3.78	\$1.51	\$1.85	\$0.30	\$0.27	\$6.23	\$39.23	\$0.00
Yellow Zone 2	\$26.35	\$3.78	\$1.51	\$1.85	\$0.30	\$0.27	\$6.23	\$40.29	\$0.00
Yellow Zone 3	\$28.69	\$3.78	\$1.51	\$1.85	\$0.30	\$0.27	\$6.23	\$42.63	\$0.00
Green Zone 1	\$19.43	\$3.78	\$1.51	\$1.85	\$0.30	\$0.27	\$6.23	\$33.37	\$0.00
Green Zone 2	\$19.43	\$3.78	\$1.51	\$1.85	\$0.30	\$0.27	\$6.23	\$33.37	\$0.00
Green Zone 3	\$19.43	\$3.78	\$1.51	\$1.85	\$0.30	\$0.27	\$6.23	\$33.37	\$0.00

See County Chart below for zone and color

County	Zone	Color
Salem	3	Yellow
Cumberland	3	Yellow
Ocean	3	Yellow
Cape May	3	Yellow
Atlantic	3	Yellow
Burlington	3	Yellow
gloucester	3	Yellow
Monmouth	3	Yellow
Somerset	3	Yellow
Middlesex	2	Yellow
Camden	1	Yellow
Mercer	1	Yellow
Union	1	Yellow

County	Zone	Color
Morris	2	Green
Bergen	1	Green
Hudson	1	Green
Passaic	1	Green
Essex	1	Green
	No Service	Red
	No Service	Red
	No Service	Red

Additional Surcharge USF applies to usage set by the FCC and varies each qtr  
 \*Unlimited calling plan package that includes Local, Regional (Toll), and Long Distance Usage where Long Distance usage includes calling to the (50) United States & Canada only  
 \*\* General guide- final pricing determined by Central Office prequalification



**BROADVIEW NETWORKS  
SCHEDULE A & B FEATURES**

<b>Features</b>	<b>MRC</b>
Hunting	No Charge
Call Forwarding	\$1.80
Call Forwarding - Busy	\$1.80
Call Forwarding - No Answer	\$1.80
Call Forwarding - B/NA	\$1.80
Three Way Calling	\$1.80
Speed Dialing - 8 number list	\$1.80
Speed Dialing - 30 number list	\$1.80
Repeat Dialing (*66) ( per use )	\$1.80
Last call re-dial (*69) ( per use )	\$1.80
Call Waiting	\$1.80
Caller ID	\$4.50
Caller ID with Name	\$6.30
Call Waiting ID	\$6.30
Voicemail, per box*	\$9.00
Ultra Call Forwarding	\$1.80
Call Return (per use)	\$0.68
Call Trace (per use)	\$0.68
Anonymous Call Rejection	No Charge
Caller ID Deluxe	\$6.30
Call Waiting ID Deluxe	\$8.10
700/900 Blocking	No Charge

\*See Voice Mail Description

**BROADVIEW NETWORKS OFF-NET VOICE MAIL**

Feature	Description
Alternate Greeting/Extended Absence Greeting	This greeting can be used when the subscriber will be away from the office for an extended period of time or when they have special instructions for their callers. When the Alternate Greeting is no
Audible Message Waiting Indication	A stutter dial tone will be present whenever a message is waiting.
Auto Play Messages	Allows an end user to listen to new and saved messages sequentially without additional input. After entering a passcode, the messages start playing and are "strung together" with a brief 1-2 second
Busy Greeting	The busy greeting is an alternate greeting and only plays when a line is busy and calls are forwarded to the mailbox. End users can record their own greeting to tell callers that they are currently on the phone. The end user can choose to use an automatic
Password	Permits the end user to set up a personal password for message retrieval.
Remote Message Retrieval	To retrieve messages, end users may call the voice mail system access number from any touch tone telephone at any time. When end users retrieve messages away from their office number, the system will ask them to key in their telephone number as well as the password.
Save/Discard/Reply	The voice mail system provides end users with simple system prompts to assist them with message retrieval and processing.
Scan Messages	Allows an end user to quickly scan messages for calling party name, date received, and time received. This enables the end user to select certain messages without having to listen to each
Visual Message Waiting Indication	Provides a visual indication that messages are waiting. In some areas visual indication may replace interrupted dial tone. The end user must provide compatible Customer Provided Equipment.
Optional Features	Description
Call Reminder (Centrex and Business Call Answering)	Allows the subscriber to record messages to be delivered within 30 days in the future.
Call Wake Up Premium (Business Call Answering)	Allows the subscriber to schedule a wake-up call
Extended Personal Greeting	Provides the ability of recording up to a 3-minute personal greeting.
Mailbox Messaging per Mailbox Destination (Business Call Answering)	Allows subscribers to send, copy and reply to messages sent by other WA Voice Mail subscribers within their regional calling area (LATA). Pay per use.
Multiple Number Service (Business Call Answering)	A Voice Messaging Service (VMS) feature that allows up to 11 telephone numbers to be pointed to one mailbox
Outdial Notification & Delivery	Provides new message notification to an end user defined telephone number.
Pager Notification (Centrex and Business Call Answering)	Notifies end users via their pager when a new message is deposited in their mailbox
Reminder Service (Business Call Answering)	The subscriber records up to a 1-minute message and chooses a future delivery date and time for the reminder message to call them. Pay per use.
Special Delivery (Business Call Answering)	Notifies subscriber anywhere in his regional calling area (LATA) when new messages are left in the mailbox. Pay per use.

## **BROADVIEW NETWORKS ON NET VOICE MAIL**

Welcome to Broadview Networks Voice Mail Service. Our service will allow you to stay in touch when you are either unable or choose not to answer your phone. This service will answer your telephone with your personalized greeting and record the caller's message. The system will answer anytime that your telephone is not answered by the third ring. Whenever a new message is received you will be notified by an interrupted dial tone when you lift your telephone handset.

Here are a few easy instructions to guide you through the set up and use of your voice mailbox.

### **Accessing Your Mailbox**

Now that you've placed your order, it's time to set up your new voice mailbox. **Broadview Networks** will act as your agent to remove your Verizon voice mail and replace it with **Broadview Networks** voice mail. Then, you will access your new mailbox to set up the password and features.

On the 5<sup>th</sup> business day after the date you placed your order to switch to **Broadview Networks**, you should establish your new voice mailbox. Please call your new toll free voice mail access number - **1-800-262-3650** - and follow the voice prompts to set up your new mailbox.

When you hear the outbound greeting, press \*. At the prompt, enter your password. The default password is 9999. In order to protect your privacy and to prevent unauthorized use, we strongly suggest that you change the password as you proceed through the tutorial.

### **Setting Up Your Mailbox For The First Time**

The first time you log in, a tutorial helps you set up your mailbox. You will be prompted to enter a new password, record your name response, and record your personal greeting.

**NOTE:** If the tutorial is not fully completed, it will replay the next time you access your mailbox.

#### ***Password***

Your password protects your mailbox from unauthorized use. The password you select can be from four to seven digits. Use a number combination you are familiar with, but hard for someone else to figure out.

For the Personal Options Menu, press 4

For the Personal Preferences Menu, press 4

To change your password, press 1

Enter your new password, followed by #

#### ***Recorded Name***

Your recorded name serves as the identification tag for your mailbox. When you are sending, replying to, or redirecting a message, your name will precede your message. Your recorded name will also play as a confirmation when someone is sending you a message or adding your mailbox number to a Group List.

For the Personal Options Menu, press 4

For the Personal Preferences Menu, press 4

To access your recorded name, press 3

To record your name, press 2

#### ***Personal Greeting for the Main Mailbox***

Your personal greeting plays when a caller reaches your main mailbox. Your greeting should contain your name, your availability status, and some additional options for your callers.

**Single User Sample Greeting:**

Hello, this is Janet Green from the Acme Company. I am unable to take your call at this time. Please leave a message at the tone and I will return your call as soon as possible.

With our multi-user option, there are 9 available mailboxes (0 is the main mailbox, and 1-8 are the sub-user mailboxes). The default setup is 4 boxes. If additional boxes are needed, please contact customer care. You could record your main greeting in two ways:

**Multi User Sample Greeting A:**

Hello, you have reached the Acme Company. No one is available to take your call at this time. If you would like to leave a general message, please wait for the tone. If you would like to leave a message for John Williams, press 1. If you would like to leave a message for Mary Jones, press 2. We will return your call as soon as possible.

**Multi Sample Greeting B:**

Hello, you have reached the Acme Company. We are unable to take your call at this time. Please leave a message at the tone. If you would like to access individual employee mailboxes, please press the pound # key and follow the instructions. We will return your call as soon as possible.

For the Greetings Menu, press 3  
To record your greeting, press 2  
To end your recording, press #

Your main mailbox is now set up and you are now ready to receive messages using your Broadview Networks Voice Mail Service. Callers will be greeted by the message that you recorded. You can retrieve your messages from anywhere. Simply call your remote access number and go through the easy steps mentioned on the following pages. For other mailbox personalization options use the commands in the main menu.

If you have the Multi User option you can now personalize your individual mailboxes by dialing in again and entering the mailbox that you would like to set-up. Boxes are numbered 0 through 8. Mailbox 0 is designated as the main or default mailbox. This is where messages will be deposited if a caller does not specify a personal mailbox.

**To access your individual mailbox:**

Dial the Voice Mail remote access number.

When you hear the main mailbox greeting, press \*.

Enter the password of the individual mailbox you wish to reach.

(The default password for each box is the mailbox number, i.e., mailbox 1's password is 1, mailbox 2's password is 2, and so on).

You will now be in your individual multi-user mailbox. You should personalize your mailbox password in order to protect your privacy and to prevent unauthorized use of your voice mailbox. You should also record a name for your individual mailbox. You can change your password and record your name by using the Personal Options Menu (see page 4 of these instructions).

**Main Menu**

The main menu plays at the beginning of every session. Before hearing the main menu, you will be told how many new and saved messages are in your mailbox. The main menu can be reached by pressing \*\* at any time during a call. Once you are in the Main Menu:

To enter the Play Menu, press 1

**To access your individual voicemail:**

Dial the Voice Mail remote access number.

When you hear the main mailbox greeting, press \*.

Enter the password of the individual mailbox you wish to reach.

(The default password for each box is the mailbox number, i.e., mailbox 1's password is 1, mailbox 2's password is 2, and so on).

You will now be in your individual multi-user mailbox. You should personalize your mailbox password in order to protect your privacy and to prevent unauthorized use of your voice mailbox. You should also record a name for your individual mailbox. You can change your password and record your name by using the Personal Options Menu (see page 4 of these instructions).

**Main Menu**

The main menu plays at the beginning of every session. Before hearing the main menu, you will be told how many new and saved messages are in your mailbox. The main menu can be reached by pressing \*\* at any time during a call. Once you are in the Main Menu:

To enter the Play Menu, press 1

To enter the Record Menu, press 2

To enter the Greetings Menu, press 3 (only available for Main Mailbox)

To enter the Personal Options Menu, press 4

To access Wake Up Service, press 71 (only available for Main Mailbox)

2

PC03-0102

**Play Menu****Playing Your Messages**

This feature allows you to listen to your messages. When you first enter your mailbox the system will tell you how many new messages you have received.

For the Play Menu, press 1: the message will play

To replay the message, press 1

To copy the message to another mailbox, press 6

To delete a message, press 7

To reply to the message, press 8

To save message and go to next, press 9

To keep message as new and go to next, press #

To play saved Messages only ##

Other options that you will find useful during playback are:

To rewind message 6 seconds, press 1

To rewind message to the beginning, press 11 To pause message/continue, press 2

To fast forward message 6 seconds, press 3 To fast forward to the end, press 33

To recover deleted messages, press \*3

## **Record Menu**

### **Recording Messages**

This feature allows you to record messages to be sent to others on the Broadview Networks Voice Mail System.

For the Record Menu, press 2; record your message and press # To replay the recorded message, press 1

To record/continue recording a message, press 2 To delete a message, press 7

To send the message, press 9

When asked for the destination mailbox, enter the 10 digit number of the main mailbox. If there are sub-users, you will be prompted to enter the number of the sub-user box.

### **Greetings Menu (only available for Main Mailbox)**

Your personal greeting plays when a caller connects to your main mailbox. It should be updated regularly to show your callers that you are actively using your mailbox. You can record up to three greetings to be used at alternate times.

### **Playing Your Active Greeting**

This feature allows you to listen to your personal greeting.

For the Greetings Menu, press 3

To play your active greeting, press 1

### **Recording Your Active Greeting**

For the Greetings Menu, press 3 To record your greeting, press 2 To end your recording, press #

### **Recording Your Second Greeting**

For the Greetings Menu, press 3

To select your second greeting to be modified, press 4 and then 2 To record your greeting, press 2

To end your recording, press #

### **Recording Your Third Greeting**

For the Greetings Menu, press 3

To select your third greeting to be modified, press 4 and then 3 To record your greeting, press 2

To end your recording, press #

**Switching Active Greeting**

This allows you to choose which personal greeting is heard when a caller enters your mailbox.

For the Greetings Menu, press 3

To select the greeting that will be used, press 3 Enter the greeting number that you desire: 1, 2 or 3  
(The option that you choose will become your active greeting.)

**Deleting Your Active Greeting**

This feature allows you to delete your personal greeting.

For the Greetings Menu, press 3

To delete your active greeting, press 7

NOTE: If your personal greeting is deleted, your callers will hear a generic system greeting.

**Reviewing and Changing Your Greeting Schedule**

This feature allows you to have different greetings at different times of the day.

**To review your schedule**

For the Greetings Menu, press 3

To review the greeting schedule, press 8

**To enable and disable your greeting schedule**

For the Greetings Menu, press 3

To activate/de-activate the greeting schedule, press 9

**To change the times for your greeting schedule**

For the Greetings Menu, press 3

To adjust the greeting schedule, press 4

Choose the greeting number that you would like to adjust: 1, 2 or 3 After the greeting is selected, press 9

To review the time interval, press 1 To change the time interval, press 2 To cancel the time interval, press 3

To return to the previous menu, press \*

This feature allows you to change user defined preferences.

**For the Personal Preferences Menu, press 4 To change your password, press 1**

To change playback preferences, press 2

To switch between last in-first out or first in-first out, press 1 (This changes the order in which messages are played)

To switch between normal or automatic play, press 2 To enable/disable time/date stamp, press 3

(This will mark each message with the date and time received)

### Accessing your Group Lists

For the Personal Options Menu, press 4 For the Group Lists Menu, press 2  
To play list directory, press 1 To create a list, press 2

To delete a list, press 3

To change a list, press 4; then enter the number of the list to be changed To add an address to a list, press 1

To review addresses in list, press 2 To play next address, press 1

To delete played address, press 2 To go to top of list, press 3

To play previous address, press 6 To play current address, press 8 To save changes, press #

To play list name; press 3

To re-record list name, press 4

### Message Forwarding

This feature allows you to have your messages forwarded to others on the Broadview Networks Voice Mail System.

For the Personal Options Menu, press 4 For the Message Forwarding Menu, press 5

To play forwarding number, press 1

To change forwarding number, press 2 To enable/disable forwarding, press 3 To change type of forwarding\*, press 4

For immediate forwarding, press 1 For silent forwarding, press 2

\*Immediate forwarding notifies your callers that their messages are being forwarded to another mailbox. Silent forwarding provides no notification to callers.

### **Wake-Up Services Menu (only available for Main Mailbox)**

This feature allows you to use your Broadview Networks voice mail service as an alarm clock. The system will call you at your mailbox telephone number at the times and days of the week that you specify.

For the Wake-Up Services Menu, press 71

To adjust Monday through Friday wake-up call, press 1

To adjust Monday through Friday wake-up time, press 1 To delete Monday through Friday wake-up time, press 2 To return to wake-up call menu, press 4

To adjust Saturday through Sunday wake-up call, press 2

To adjust Saturday and Sunday wake-up time, press 1 To delete Saturday and Sunday wake-up time, press 2 To return to wake-up call menu, press 4

### **Additional Information**

*The following keys can be dialed at anytime while you are in your mailbox:*

For help, press 0

To back up/cancel, press \*

To go to the Main Menu, press \*\* To terminate a command, press #



***Options for the caller:***

To skip listening to your outbound greeting, press # and then record message at the tone

After recording a message to be deposited, press # to hear options: To send this message immediately, press #

To replay this message, press 3 For additional options, press 9

To continue recording at this point, press 2 To specify delivery parameters, press 5

To send the message immediately, press # To mark this message as urgent, press 1 To mark this message as private, press 2

To delay the sending of this message, press 3 To return to the previous menu, press \*

To cancel delivery of the message, press \*

Once again, welcome to Broadview Networks Voice Mail Service. If you have any questions about your service, please call an Enterprise Support Rep at 1- 866 235-8945.

**BROADVIEW NETWORKS SCHEDULE C**

BUSINESS TRUNKS	Base Package MRC/Price	RICG	CCRT	RAF	INP	WUNP	EOG	TOTAL MRC	Local Rate Per Minute	Install
<b>Priceline 0003</b>										
PRI (No \$150 Usage Requirement)	\$262.00	\$49.00	\$25.00	\$9.25	\$2.43	N/A	N/A	\$347.68	\$0.008	\$0.00
PRI (Minimum of \$150 Usage Required)	\$236.00	\$49.00	\$25.00	\$9.25	\$2.43	N/A	N/A	\$321.68	\$0.008	\$0.00
Long Distance Usage Only T1	\$225.00	\$49.00	\$25.00	\$9.25	N/A	N/A	N/A	\$308.25	N/A	\$0.00
Caller ID Name/Number	\$14.00									
Call Redirect	\$14.00									
Initial 20 Block DIDs	\$0.00									
Additional 20 Blk DIDs	\$1.00									

**Mileage Charges are calculated as follows and will apply based on location prequalification results.**

1-5 Miles = \$25 fixed fee per T1

6+ miles = \$45 fixed fee per T1 plus \$20 variable fee. Variable fee applies per mile for all miles, starting at mile 1.

Additional PRIs, when "bonded" to one of the above initial T1s, would Use rate \$262

One block of DIDs will be included for on-net PRIs.

No equipment provided.

**BROADVIEW NETWORKS SCHEDULE D**

<b>BUSINESS TRUNKS</b>						<b>TOTAL</b>	<b>Local</b>	<b>Regional</b>	<b>Intrastate</b>	<b>Interstate</b>	
<b>UNLIMITED LOCAL/ONC</b>	<b>Base Package</b>					<b>MRC</b>	<b>Rate Per</b>	<b>Rate Per</b>	<b>Rate Per</b>	<b>Rate Per</b>	<b>Install</b>
<b>DISTANCE</b>	<b>MRC/Fee</b>	<b>ICC</b>	<b>CCRC</b>	<b>RAF</b>	<b>BNP</b>		<b>Minute</b>	<b>Minute</b>	<b>Minute</b>	<b>Minute</b>	
<b>Priceline 0004</b>											
PRI (10,000 Mins Incl)	\$356.00	\$49.00	\$25.00	\$9.25	\$2.43	\$441.68	\$0.018	\$0.018	\$0.018	\$0.018	\$0.00
PRI 25,000 Mins Incl)	\$525.00	\$49.00	\$25.00	\$9.25	\$2.43	\$610.68	\$0.018	\$0.018	\$0.018	\$0.018	\$0.00
PRI (50,000 Mins Incl)	\$690.00	\$49.00	\$25.00	\$9.25	\$2.43	\$775.68	\$0.018	\$0.018	\$0.018	\$0.018	\$0.00
PRI (100,000 Mins Incl)	\$836.00	\$49.00	\$25.00	\$9.25	\$2.43	\$921.68	\$0.018	\$0.018	\$0.018	\$0.018	\$0.00
Caller ID Name/Number	\$14.00										
Call Redirect	\$14.00										
Initial 20 Block DIDs	\$0.00										
Additional 20 Blk DIDs	\$1.00										

Additional PRIs, when "bonded" to one of the above initial T1s, would use rate \$262  
 One block of DIDs will be included for on-net PRIs.  
 No equipment provided.

Mileage Charges are calculated as follows and will apply based on location prequalification results.  
 1-5 Miles = \$25 fixed fee per T1  
 6+ miles = \$45 fixed fee per T1 plus \$20 variable fee. Variable fee applies per mile for all miles, starting at mile 1.

**BROADVIEW NETWORKS  
DIRECTORY ASSISTANCE**

**Directory Assistance**

Call Completion	\$0.53
Local Directory Assistance	\$1.40
Long Distance Directory Assistance	\$1.40
International Directory Assistance	\$4.50

**BROADVIEW NETWORKS CUSTOMER PROVIDED ACCESS PRI**

Product/PRI Plan Only	Call Plan	Base Package MRG/Price	Qty. Included SCCs/B- Channels	Addr/SCC/MRC	RAF	Local Rate/Per Minute	Regional Rate/Per Minute	Intrastate Rate/Per Minute	Interstate Rate/Per Minute	Install
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PRI Customer Provided Access	10K	\$144.00	See Note	N/A	\$1.85	\$0.018	\$0.018	\$0.018	\$0.018	\$100.00
PRI Customer Provided Access	25K	\$281.00	See Note	N/A	\$1.85	\$0.018	\$0.018	\$0.018	\$0.018	\$100.00
PRI Customer Provided Access	50K	\$480.00	See Note	N/A	\$1.85	\$0.018	\$0.018	\$0.018	\$0.018	\$100.00
PRI Customer Provided Access	100K	\$995.00	See Note	N/A	\$1.85	\$0.018	\$0.018	\$0.018	\$0.018	\$100.00

Per Minute rates apply after allowance is utilized

USF will be charged as determined by FCC/USAC (percentage varies by quarter, as published by FCC/USAC). Q2 2013 rate currently at 15.5%.

Includes Caller ID (Number only) and Call Redirect at no charge.

If on-net location, first block of on-net DIDs included.

If location falls in Broadview off-net areas, customer must purchase Offnet/Local DID number for each desired telephone number.

Number of PRI B-channels limited by the codec selection and available bandwidth via customer provided access circuit. (See tables on product guide for specifics.)

Successful E911 reply required to determined location eligibility.

Includes one Cisco IAD 2431-T1E1 as customer premise equipment.

IP Address Change \$75 per instance.

RAF applies per B-channel.

Usage included in Allowance plans limited to calls to the 48 Continental United States.



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

City Clerk File No. Res. 15.212

Agenda No. 10.Z.3

Approved: MAR 25 2015

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH CITY ELECTRIC TO SUPPLY AND DELIVER ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL OFFERED AND MOVED ADOPTION OF  
THE FOLLOWING RESOLUTION:

**WHEREAS**, Resolution No. 14-200, approved on March 26, 2014, awarded a one-year contract in the amount of \$34,240.35 to City Electric for electrical supplies for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of **March 27, 2015 and ending on March 26, 2016**; and

**WHEREAS**, the total cost of the contract renewal is **\$34,377.31**; and

**WHEREAS**, funds in the amount of \$5,000.00 are available in **Buildings and Street Maintenance Operating Account No. 15-01-201-26-291-211**.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with City Electric for electrical supplies for the Department of Public Works/Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of March 27, 2015, and the total cost of the contract shall not exceed **\$34,377.31**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget; and

(Continued on Page 2)

City Clerk File No. Res. 15.212

**MAR 25 2015**

Agenda No. 10.Z.3

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH CITY ELECTRIC TO SUPPLY AND DELIVER ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Buildings and Maintenance Operating Account No. 15-01-201-26-291-211** for payment of the above resolution.

Requisition # 0169500

Purchase Order # 116516

Temp.Encumbrancy \$5,000.00

MR/sb  
March 2, 2015

APPROVED: Mark Redfield  
*Mark Redfield, Director, Department of Public Works*

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

APPROVED: [Signature]  
Business Administrator

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH CITY ELECTRIC TO SUPPLY AND DELIVER ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

**Project Manager**

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@icnj.org

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

**Contract Purpose**

The purpose of this resolution is to provide:

- Various electrical supplies.
- There are 112 items (see attached for complete listing).
- Some of the supplies are recessed lighting, fluorescent light fixtures, covers, gaskets, circuit breakers, wire mold, strips, connectors, tri- tap bell transformers, etc.
- These electrical supplies will be used on all owned city buildings as needed.
- Contract renewal amount is \$34,377.31.

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

01-201-26-291-211 (Buildings Operating Account)  
 Contract Renewal Amount = \$34,377.31

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

Exercising first of two (2) options to renew for an additional one (1) year term.  
 03/27/15 to 03/26/16

Type of award **Public Bid –Contract Renewal**

If "Other Exception", enter type

**Additional Information**

- ✚ Original contract amount = \$34,240.35, reso # 14-200, approved 03/26/14.
- ✚ The renewal contract price was based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed.
- ✚ The CPI for the twelve (12) month was ~~0.04%~~ which equates to \$136.96 as the CPI increase to the contract. ( \$34,240.35+\$136.96 ) = \$34,377.31.

I certify that all the facts presented herein are accurate.

*Mark Redford*  
Signature of Department Director

3/3/15  
/Date/





STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
**DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803

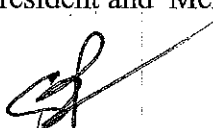


MARK REDFIELD  
ACTING DIRECTOR

**MEMORANDUM**

**Date:** March 10, 2015

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Bajjnauth, Fiscal Officer 

**Subject :** 2015 Budget Memo (City Electric for Electrical Supplies- Contract Renewal)

There exists a need for various electrical supplies for all City owned buildings and facilities. This is a contract renewal where the City is exercising the first of two options to renew for an additional one year term. The total of this contract renewal is \$34,377.31. The duration of the contract is from 03/27/15 to 03/26/16. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner. The funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 15-01-201-26-291-211.

**CONTRACT FUNDING (2015)**

- ❖ Expenditure is drawn down from Buildings and Street Maintenance operating account, 01-201-26-291-211.
- ❖ Contract is utilizing object # 211.
- ❖ Line object 211 is budgeted for \$357,000.00 in CY 2015 (this amount is for various contracts).
- ❖ As of today (03/10/15), \$73,088.77 is encumbered in object 211.
- ❖ Temporary budget amount for 211 is \$94,500.00, ending balance is \$21,411.23.
- ❖ DPW spent about \$34,000.00 in 2014 for various electrical supplies using this vendor.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

**BID PROPOSAL/ DOCUMENTS**  
**ELECTRICAL SUPPLIES & MATERIAL**

**DPW/ DIVISION OF BUILDINGS & STREET MAINTENANCE**

This contract will be awarded as an open- end contract. The minimum and the maximum number of quantities for each item or as stated below.

**\*\*\*Vendor must bid on the maximum number in column B**

ITEM A	***QUANTITY MINIMUM & MAXIMUM B	DESCRIPTION C	UNIT AMOUNT D	EXTENDED AMOUNT (D X B)
1.	0-55 ea.	20 Amp G.F.I. Receptacles, Ivory, part # Leviton 6898HGI or approved equal	18.00	990.00
2.	0-25 ea.	Honeywell Thermostats, Parts # T87 or approved equal	24.00	600.00
3.	0-110 ea.	Pairs of Madison Holders or approved equal	.18	19.80
4.	0-4 ea.	½ "E.M.T. bender, Greenlee, part # 840 or approved equal	33.00	132.00
5.	0-4 ea.	¾ "E.M.T. bender, Greenlee, part # 841 or approved equal	40.00	160.00
6.	0-200 ea.	Ty Raps, 15" long, ideal, part # 15650 or approved equal	.03	6.00
7.	0-25 ea.	½" Sealtite Straight Connectors or approved equal	.89	22.25
8.	0-25 ea.	½" Sealtite Angle Connectors or approved equal	1.75	43.75
9.	0-25 ea.	¾" Sealtite Straight Connectors or approved equal	1.50	37.50
10.	0-25 ea.	¾" Sealtite Angle Connectors or approved equal	2.75	68.75
11.	0-25 ea.	Tri-tap Bell Transformers	10.75	268.75
12.	0-10 ea.	Silicon Control Rectifiers for door openers	15.75	157.50
13.	0-250 ea.	Compression Connectors Low Volt Chiclets	.4	100.00
14.	0-2,000 ft.	14 x 2 BX Wire	.32	640.00
15.	0-4,000 ft.	12 x 2 BX Wire	.325	1300.00

ITEM A	***QUANTITY	DESCRIPTION C	UNIT	EXTENDED
	MINIMUM & MAXIMUM B		AMOUNT D	AMOUNT (D X B)
16.	0-4 ea.	7/8" Hole Saws	3.50	14.00
17.	0-4,000 ft.	12 x 3 BX Wire	.565	2260.00
18.	0-2,000 ft.	Plastic Anchor Boxes	.015	30.00
19.	0-15 ea.	1/4" Carbide Bits for Roto Hamers	2.50	37.50
20.	0-200 ea.	Lead Shields for #12 Sheet Metal Screws, (Star)	.25	50.00
21.	0-25 ea.	Emergency Lite Packs, Battery Pack Op.	12.00	300.00
22.	0-25 ea.	Exit Signs Packs, Battery Pack Op.	12.00	300.00
23.	0-25 ea.	Combination Exit & Emergency Light Packs, Battery Pack Op.	29.00	725.00
24.	0-300 ea.	Duplex Receptacle Plates, Ivory	.19	57.00
25.	0-100 ea.	Single Pole Switch Plates, Ivory	.19	19.00
26.	0-20 ea.	Two Gang Duplex Receptacle Plates, Ivory	.39	7.80
27.	0-20 ea.	Two Gang Switch Plates, Ivory	.39	7.80
28.	0-75 ea.	3-Wire Cord Caps	3.00	225.00
29.	0-75 ea.	3-Wire Cord Bodies	4.00	300.00
30.	0-75 ea.	4" Rd Boxes	.65	48.75
31.	0-10 ea.	Single Pole ST Time Clocks	40.00	400.00
32.	0-10 ea.	Single Pole ST 7 Day Time Clocks	75.00	750.00
33.	0-100 ea.	4" Square Boxes, 3/4 X 1/2 KO's	.52	52.00
34.	0-50 ea.	4" Square Deep Boxes; 3/4 X 1/2	.85	42.50
35.	0-50 ea.	4" Square Extension Collars	1.15	57.50
36.	0-20 ea.	4 11/16" Boxes	1.25	25.00
37.	0-400 ea.	4" Square Blank Covers	.30	120.00
38.	0-50 ea.	4" Square Duplex Receptacles Covers	.63	31.50
39.	0-50 ea.	4" Square Double Duplex Covers	.63	31.50
40.	0-50 ea.	Gem Boxes Rough In	1.00	50.00
41.	0-50 ea.	Single Pole Switch Covers	.62	31.00

<u>ITEM</u>	<u>***QUANTITY MINIMUM &amp; MAXIMUM</u>	<u>DESCRIPTION</u>	<u>UNIT AMOUNT</u>	<u>EXTENDED AMOUNT</u>
<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>(D X B)</u>
42.	0-30 ea.	Two Gang Switch Covers	.70	21.00
43.	0-300 ea.	2 X 4 Recessed Lighting	36.00	10,800.00
44.	0-40 ea.	Two-Lite 96 Strips	28.00	1120.00
45.	0-55 ea.	Two Lite 4" Fluorescent Light Fixtures	28.00	1540.00
46.	0-150 ea.	Two Lite #96 Ballasts, (Universal #806 or approved equal)	14.50	2175.00
47.	0-150 ea.	Two-Lite #48 Ballasts, (Universal #446 or approved equal)	8.75	1312.50
48.	0-1,000 ft	½" E.M.T. Conduit	.195	195.00
49.	0-400ft.	¾" E.M.T. Conduit	.32	128.00
50.	0-200ft.	1" E.M.T. Conduit	.55	110.00
51.	0-150 ea.	Single Pole 20 Amp G.E. Circuit Breakers, or approved equal	3.28	492.00
52.	0-60 ea.	Single Pole 15 Amp G.E. Circuit Breakers, or approved equal	3.28	196.80
53.	0-30 ea.	Two Pole 15 Amp G.E. Circuit Breakers, or approved equal	7.40	222.00
54.	0-30 ea.	Two Pole 20 Amp G.E. Circuit Breakers, or approved equal	7.40	222.00
55.	0-30 ea.	Two Pole 30 Amp G.E. Circuit Breakers, or approved equal	7.40	222.00
56.	0-30 ea.	½" L.B. Covers & Gaskets	2.50	75.00
57.	0-300 ea.	Duplex Receptacles or approved equal	.39	117.00
58.	0-200 ea.	Single Pole Switches or approved equal	.41	82.00
59.	0-30 ea.	Three Way Switches, Leviton or Approved equal	.93	27.90
60.	0-50 ea.	Leviton # CR-20-1 Electrical receptacles, or approved equal	.95	47.50
61.	0-20 ea.	#30-541 Ideal Wirenuts, 100 per bx	4.00	80.00
62.	0-20 ea.	#30-642 Ideal Wirenuts, 100 per bx	5.00	100.00
63.	0-10 bxs.	#30-253 Wirenuts, 100 per bx	6.00	60.00

<u>ITEM</u>	<u>***QUANTITY</u> <u>MINIMUM &amp;</u> <u>MAXIMUM</u>	<u>DESCRIPTION</u>	<u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u>
<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>(D X B)</u>
64.	0-10 bxs.	#30-192 Wirenuts, 100 per box	8.00	80.00
65.	0-10 bxs.	#31-052 Wirenuts, 100 per box	9.00	90.00
66.	0-100 ea.	Scotch Lok Blues Wirenuts	.15	15.00
67.	0-50 ea.	Rolls of #33 Scotch Plastic Tape	3.35	167.50
68.	0-20 ea.	Rolls of White #35 Scotch Plastic Masking Tape, or approved equal	3.35	67.00
69.	0-20 ea.	Rolls of Red Scotch Plastic, Masking Tape, or approved equal	.75	15.00
70.	0-20 ea.	Rolls of Green Scotch Plastic Masking Tape, or approved equal	.75	15.00
71.	0-10 ea.	Rolls of #23 Rubber Tape	4.15	41.50
72.	0-250 ft.	#500 Wiremold	.80	200.00
73.	0-50 ea.	#5747 Boxes	4.30	215.00
74.	0-30 ea.	#5785 Boxes	2.50	75.00
75.	0-20 ea.	#5786 Boxes	7.25	145.00
76.	0-20 ea.	#5790 - B Boxes	2.30	46.00
77.	0-20 ea.	#5781 Boxes	2.25	45.00
78.	0-20 ea.	#5751 Boxes	4.75	95.00
79.	0-20 ea.	#5748 Boxes	5.25	105.00
80.	0-20 ea.	#5747-2 Boxes	8.50	170.00
81.	0-20 ea.	#5737-A Boxes	8.50	170.00
82.	0-20 ea.	#5738-A Boxes	7.75	155.00
83.	0-2 ea.	Greenlee #00113	6.50	13.00
84.	0-12 ea.	Greenlee #00115	5.00	60.00
85.	0-6 ea.	Greenlee #38504	8.00	48.00
86.	0-6 ea.	Greenlee #39873 Pilot Bits	1.00	6.00
87.	0-12 ea.	Greenlee #18-5/8	16.00	192.00
88.	0-12 ea.	Greenlee #18-3/4	19.00	228.00
89.	0-12 ea.	Greenlee #18-7/8	20.00	240.00

<u>ITEM</u>	<u>***QUANTITY MINIMUM &amp; MAXIMUM</u>	<u>DESCRIPTION</u>	<u>UNIT AMOUNT</u>	<u>EXTENDED AMOUNT</u>
<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>(D X B)</u>
90.	0-2 ea.	Greenlee #149-G-1	5.25	10.50
91.	0-2 ea.	Greenlee #149G-3/4	4.50	9.00
92.	0-2 ea.	Greenlee #149 G-3	35.00	70.00
93.	0-200 ea.	1/4" X 3" Toggle Bolts	.09	18.00
94.	0-6 ea.	1/2" Arbors for Hole Saws	4.25	25.50
95.	0-6 ea.	7/8" X 6" Nailers	14.00	84.00
96.	0-40 ea.	#517 Internal Elbows	1.30	52.00
97.	0-20 ea.	#518 Internal Elbows	1.25	25.00
98.	0-50 ea.	V504, 2 Hole Wiremold Straps	.20	10.00
99.	0-100 ea.	#5703, Wiremold Straps	.30	30.00
100.	0-50 ea.	#511 Flat Elbows	1.15	57.50
101.	0-1,000 ft.	#10, Black THWN Wire	.15	150.00
102.	0-1,000 ft.	#10, Red, THWN Wire	.15	150.00
103.	0-1,000 ft.	#10, Blue, THWN Wire	.15	150.00
104.	0-1,000 ft.	#10, White, THWN Wire	.15	150.00
105.	0-1,000 ft.	#10, Green THWN Wire	.15	150.00
106.	0-250 ft.	#8, Green, THWN Wire	.24	60.00
107.	0-250 ft.	#6 Green, THWN Wire	.37	92.50
108.	0-250 ft.	#6 Black, THWN Wire	.37	92.50
109.	0-250 ft.	#6 Red, THWN Wire	.37	92.50
110.	0-250 ft.	#6Blue. THWN Wire	.37	92.50
111.	0-250 ft.	#6 White, THWN Wire	.37	92.50
112.	0-50 ea.	4" Round Plates, (Blank)	.25	12.50

Note: This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract terms until the maximum quantity is reached.

BID PROPOSAL / DOCUMENTS

GRAND TOTAL PRICE - ITEMS 1 THROUGH 112

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 112. The Supplier shall be paid on minimum and maximum quantities used; however, it shall not exceed the maximum quantity without prior issuance of a change order.

INCLUSIVE

Thirty Four Thousand Two Hundred + Forty Dollars and  
Thirty Five Cents

(In Writing)

\$ 34,240.35

(In Figures)

The contract will be awarded based upon the grand total price for items 1 through 112. If the Grand Total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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

City Clerk File No. Res. 14.200

Agenda No. 10.2.10

Approved: MAR 26 2014



TITLE:

**RESOLUTION AWARDING AN OPEN-END CONTRACT TO CITY ELECTRIC SUPPLY FOR THE FURNISHING AND PROVIDING ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

## COUNCIL

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

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the Furnishing and Providing Electrical Supplies to the City of Jersey City, Department of Public Works/ Division of Building and Street Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Three (3) Bids, the lowest bid being that from City Electric Supply, 374 Sixth Street, Jersey City NJ 07302 in the total bid amount of Thirty Four Thousand, Two Hundred Forty (\$34,240.35) Dollars and Thirty Five Cents ; and

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

WHEREAS, this contract is awarded as an open-end contract, for the period of (1) one year and the City reserves the right to extend the contract for up to (2) two additional (1) one year term pursuant to specifications and bids thereon; and

WHEREAS, the sum of Thirty Four Thousand, Two Hundred Forty (\$34,240.35) Dollars and Thirty Five Cents , will be budgeted for the 2014, 2015, 2016 and 2016 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the funds for this purchase are available in Building & Street Operating Account # 01-201-26-291-211; and

WHEREAS, the sum of Five Thousand (\$5,000.00) Dollars is available in the 2014 permanent budget; and

Department of Public Works/Division of Building & Street Maintenance			
Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-291-211	113012		\$5,000.00
		<b>TOTAL CONTRACT</b>	<b>\$34,240.35</b>

WHEREAS, the remaining contract funds will be made available as orders are placed in the 2014 thru 2017 temporary and permanent budgets; and

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; and

(continued on Page 2)



**TITLE: RESOLUTION AWARDING AN OPEN-END CONTRACT TO CITY ELECTRIC SUPPLY FOR THE FURNISHING AND PROVIDING ELECTRICAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE**

WHEREAS, if funds are not available for the contract in the 2014 thru 2017 temporary and permanent budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned City Electric Supply, be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractors 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 shall be subject to the condition that the vendor/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, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

Department of Public Works/Division of Building & Street Maintenance			
Acct #	P.O #		Amount
01-201-26-291-211	113012	Temp. Encumb.	\$5,000.00
<b>TOTAL CONTRACT</b>			<b>\$34,240.35</b>

APPROVED Peter Folgado, RPPS  
 Peter Folgado, Purchasing Director, RPPD, QPA  
 g.n 3/26/14

APPROVED: \_\_\_\_\_  
 BUSINESS ADMINISTRATOR

APPROVED AS TO LEGAL FORM

CORPORATION COUNSEL

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.26.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRQ, 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. Lovarato, Jr.  
 Rolando R. Lovarato, Jr., President of Council

Robert Byrne  
 Robert Byrne, City Clerk



**City Electric Supply, LLC**

374 Sixth Street  
Jersey City, NJ 07302  
Tel: 201-216-0015  
Fax: 201-216-0081

February 23, 2015

City of Jersey City  
Attn: Silendra Baijnauth  
Department of Public Works,  
13-15 Linden Avenue East  
2<sup>nd</sup> Floor, Room A230  
Jersey City, NJ 07305

Dear Silendra,

Thank you so much for the opportunity to renew the contract for an additional (1) year.

With pleasure we accept the renewal of the new contractual terms for Electrical Supplies in the amount of \$34,377.31.

Also, please be advised I will be mailing the notarized documents under separate cover.

Sincerely,

Isabella Cirilli

**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 City Electric Supply LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 3-26-14 (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 City Electric Supply 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: City Electric Supply LLC

Signed [Signature] Title: Member

Print Name: Isabella Corallo Date: 2-26-15

Subscribed and sworn before me  
this 26 day of February, 2015.

My Commission expires:

May 9, 2019

[Signature]

[Signature]  
(Affiant)  
Catherine A. Belgiovine - Member  
(Print name & title of affiant) (Corporate Seal)

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

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

**Part I – Vendor Affirmation**

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

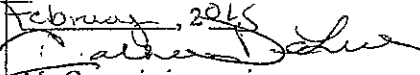
Name of Stock or Shareholder	Home Address
Cecilia De Felice	111 Colorado Blvd Old Bridge NJ 0885
Isabella Cirilli	39 Beech ST Little Ferry NJ 07643
Catherine Belgiojoso	75 E Joseph ST Moonachie NJ 07070

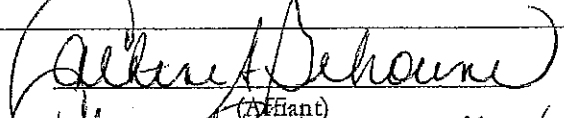
**Part 3 – Signature and Attestation:**

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: City Electric Supply LLC  
 Signed: Isabella Cirilli Title: Member  
 Print Name: Isabella Cirilli Date: 2-26-15

Subscribed and sworn before me this 26<sup>th</sup> day of

February, 2015  
  
 My Commission expires:  
May 9, 2019

  
 Catherine A. Belgiojoso - Member  
 (Print name & title of affiant) (Corporate 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](http://www.state.nj.us/treasury/contract_compliance))

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

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

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

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

Representative's Name/Title (Print): ISABELLA CIRILLI member

Representative's Signature: IS CIRILLI

Name of Company: CITY ELECTRIC SUPPLY LLC

Tel. No.: 201-216-0015

Date: 2-26-15

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

The contractor and the Town 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: Isabella Ciurli member  
Representative's Signature: Isabella Ciurli  
Name of Company: City Electric Supply LLC  
Tel. No.: 201-216-0015 Date: 2-21-15

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name: City Electric Supply LLC  
Address: 374 6<sup>th</sup> St Jersey City, NJ 07302  
Telephone No.: 201-216-0015  
Contact Name: Isabella Cielli

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

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF  
State Treasurer

**CERTIFIED**

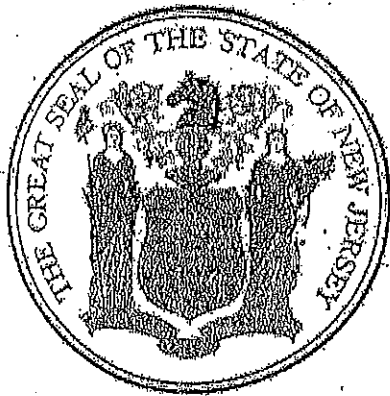
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges CITY ELECTRIC SUPPLY LLC is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



Andrew Pantelides  
Assistant Director

Issued: August 31 2012  
Certificate Number: 60763-15

Expiration: August 30, 2015



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CITY ELECTRIC SUPPLY LLC

**Trade Name:**

**Address:** 374 SIXTH STREET  
JERSEY CITY, NJ 07302-1807

**Certificate Number:** 1106451

**Effective Date:** November 15, 2004

**Date of Issuance:** February 26, 2015

**For Office Use Only:**

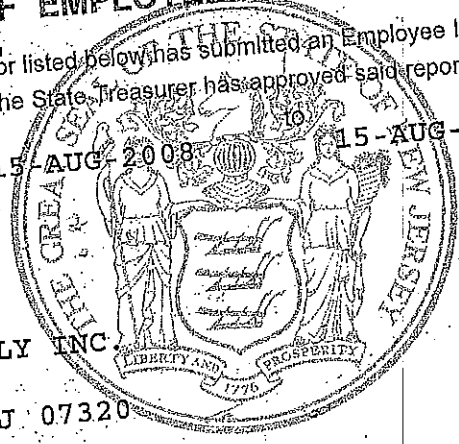
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Certification 42479

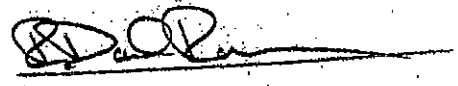
# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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-AUG-2008 to 15-AUG-2015



CITY ELECTRICAL SUPPLY INC.  
374 6TH STREET  
JERSEY CITY  
NJ 07320

  
State Treasurer

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

City Clerk File No. Res. 15.213

Agenda No. 10.Z.4

Approved: MAR 25 2015

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS POOL SERVICE (A.B.C.S) FOR POOL INSPECTIONS AND MAINTENANCE FOR THE DIVISION OF PARK MAINTENANCE**

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

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for the **Inspection and Maintenance of Pershing Field, Lafayette and Pavonia Swimming Pools**; and

**WHEREAS**, the Division of Purchasing obtained (2) two proposals, with the lowest responsible being that from Always Bright Clean Spotless (A.B.C.S.), 355 Riverlawn Drive, Wayne, New Jersey 07470 in the total amount of **Thirty Three Thousand Seven Hundred Twenty Five Dollars (\$33,725.00)**; and

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

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

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

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

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

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

**WHEREAS**, the contract shall be effective as of March 1, 2015 through December 31, 2015; and

**WHEREAS**, funds in the amount of \$33,725.00 are available in **Park Maintenance Capital Account**.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
04-215-55-940-990	116557	\$33,725.00

(Continued on Page 2)

**TITLE: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS POOL SERVICE (A.B.C.S) FOR POOL INSPECTIONS AND MAINTENANCE FOR THE DIVISION OF PARK MAINTENANCE**

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

1. A contract in the amount of \$33,725.00 for Pool Inspections and Maintenance is awarded to Always Bright Clean Spotless (A.B.C.S.) and the Purchasing Director is directed to have such a contract drawn up and executed;
2. The term of the contract shall be effective as of March 1, 2015 and shall end on December 31, 2015.
3. Upon certification by an official or employee of the City authorized to administer 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
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$33,725.00 are available in the General Capital Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
04-215-55-940-990	116557	\$33,725.00

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

March 13, 2015  
Date

PF/pv  
3/13/15

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

**APPROVED 9-0**

<b>RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrre  
Robert Byrre, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALWAYS BRIGHT CLEAN SPOTLESS POOL SERVICE (A.B.C.S) FOR POOL INSPECTIONS AND REPAIRS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.**

**Project Manager**

Department/Division	DPW	Park Maintenance
Name/Title	Cleveland Snow	Director
Phone/email	201-547-4495	csnow@jcnj.org

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

**Contract Purpose**

- \* For monthly inspection of swimming pool and operations.
- \* For three (3) pools. *Freshing*
- \* Pavonia, Lafayette, and Pavonia pools.
- \* Pull back cover and add chlorine and algaecide to maintain water quality for pool opening.
- \* Summerize filtration and chemical feed system.
- \* Winterize pool and equipment.
- \* Startup chemicals to be provided by ABC's pools except for CO2 tanks and accu-tab chlorine tablets.

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

04-215-55-940-990 (Capital Account)  
Contract Amount = \$33,725.00

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

Contract starts on March 01, 2015 and expires on 12/31/15. Contracts gets renewed every year.

Type of award

If "Other Exception", enter type

**Additional Information**

- > Two (2) proposals received
- > Deep Run Aquatic for \$34,766.00
- > ABCS Pool Service for \$33,725.00

In 2014, the City spent about \$33,000.00 for this service.

I certify that all the facts presented herein are accurate.

*[Signature]*  
Signature of Department Director

03/13/15  
Date

*[Signature]*  
Signature of Purchasing Director

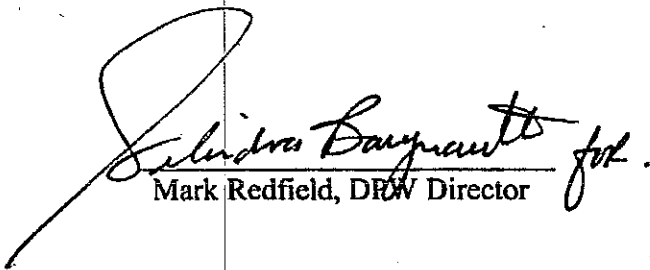
3.13.15  
Date

**DETERMINATION OF VALUE CERTIFICATION**

I, Mark Redfield, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for monthly inspection and operations for the Pershing Field, Lafayette Park and Pavonia pools for the Division of Parks Maintenance.
3. The City informally solicited quotations for inspections and operations.
4. The Department's recommendation is to award a contract to ABCS Pool Service for the monthly inspections and operations of the three (3) pools.
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.

03/15/15  
Date

  
Mark Redfield, DPW Director

P.O. NO.		ABCS POOL SERVICE				DEEP RUN AQUATICS			
REQ. NO.		169012							
DIV/DEPT		PARK MAINTENANCE							
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	2015 POOL MAINTENANCE	1	EA	\$ 33,725.00	\$ 33,725.00	\$ 34,766.00	\$34,766.00	\$ 35,500.00	\$35,500.00
2	PERSHING, PAVONIA, LAFAYETTE			\$ -	\$ -				
3	MARCH - DECEMBER 2015			\$ -	\$ -				
4				\$ -	\$ -				
5				\$ -	\$ -				
6				\$ -	\$ -				
7				\$ -	\$ -				
8				\$ -	\$ -				
9				\$ -	\$ -				
10				\$ -	\$ -				
11				\$ -	\$ -				
12				\$ -	\$ -				
13				\$ -	\$ -				
14				\$ -	\$ -				
15				\$ -	\$ -				
		SUB-TOTAL			\$ 33,725.00		\$34,766.00		\$35,500.00
		SHIPPING/HANDLING			\$ -		\$ -		\$ -
		TOTAL			\$ 33,725.00		\$34,766.00		\$35,500.00

NOTES:

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## New Jersey Division of Revenue

Revenue NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0065099 FOR ALWAYS BRIGHT CLEAN SPOTLESS  
CORPORATION IS VALID.



February 26, 2015

Jersey City D.P.W.  
Bureau of Park Maintenance  
575 Rt. 440  
Jersey City, NJ 07305  
Attn: Louis Strikowsky


Dear Louis,

We are pleased to provide you with the following proposal:  
(This proposal covers from March 1, 2015 thru December 31, 2015)

- 1) Pershing Field Swimming pool
  - Monthly Inspection of swimming pool and operations \$1916.00
  
- 2) Pavonia ave Swimming pool
  - Start up 2012: Drain, and acid wash pool
  - Summerize filter and chemical control system
  - Startup of filter system, Startup chemicals, CO2
  - Not included \$ 6,000.00
  
  - Monthly Inspection of swimming pool and operations \$400.00
  - Winterization of Swimming pool 2012 \$ 4,600.00
  
- 3) Lafayette Park Swimming Pools
  - Drain and pressure wash and acid wash both pools \$ 8,250.00
  - Start Up 2012: Remove covers, Vacuum both pools
  - Summerize filter and chemical control system
  - Startup of filter system, Provide Startup chemicals \$ 6,600.00
  
  - Monthly Inspection of swimming pool and operations \$ 400.00
  - Winterization of Swimming pool 2012 \$ 6,600.00

**Total: \$34,766.00**

Sincerely,

  
Sean Haggerty  
Owner/Vice President of Operations





February 13, 2015

City of Jersey City  
 Park Maintenance  
 12-15 Linden Avenue East 2<sup>nd</sup> Floor  
 Jersey City, NJ 07305  
 Attn: Louis Strikowsky


Dear Louis,

We are pleased to provide you with the following proposal:  
 (This proposal covers from January 1, 2015 thru December 31, 2015)

- |  |  |             |
|--|--|-------------|
| 1) Pershing Field Swimming pool  |  |             |
| Monthly Inspection of swimming pool and operations                                     |  | \$2,300.00  |
| 2) Pavonia ave Swimming pool   |  |             |
| End of March- Pull back cover and add chemicals to hold pool until opening             |  | \$1,050.00  |
| Start up 2012: Drain, and acid wash pool   |  |             |
| Summerize filter and chemical control system   |  |             |
| Startup of filter system, Provide Startup chemicals, CO2                               |  |             |
| Not included   |  | \$ 7,000.00 |
| Monthly Inspection of swimming pool and operations                                     |  | \$400.00    |
| Winterization of Swimming pool 2012  |  | \$ 4,700.00 |
| 3) Lafayette Park Swimming Pools   |  |             |
| End of March- Pull back covers both pools and add chemicals to hold pool until opening |  | \$1,800.00  |
| Drain and pressure wash and acid wash both pools                                       |  | \$ 8,250.00 |
| Start Up 2012: Remove covers, Vacuum both pools  |  |             |
| Summerize filter and chemical control system   |  |             |
| Startup of filter system, Provide Startup chemicals                                    |  | \$ 6,700.00 |
| Monthly Inspection of swimming pool and operations                                     |  | \$ 400.00   |
| Winterization of Swimming pool 2012  |  | \$ 6,700.00 |

**Total: \$39,300.00**

Sincerely,

  
 Sean Haggerty  
 General Manager

A.B.C.S. POOL SERVICE INC.

355 RIVERLAWN DRIVE  
 WAYNE N.J. 07470  
 973-256-5536 EST. 1969

# PROPOSAL

DATE
2/2/2015

NAME / ADDRESS
JERSEY CITY D.P.W. BUREAU OF PARK MAINTENANCE 575 RT. 440 JERSEY CITY, N.J. 07305 ATTN: ELIZABETH HARLEY

PROJECT
2015 SERVICES

DESCRIPTION	QTY	COST	TOTAL
THIS PROPOSAL COVERS MARCH 1, 2015 THROUGH DEC 31,2015			
PERSHING FIELD SWIMMING POOL:			
MONTHLY INSPECTION OF SWIMMING POOL AND OPERATIONS	10	175.00	1,750.00
PAVONIA AVE SWIMMING POOL:			
LATE MARCH - PULL BACK COVER AND ADD CHLORINE AND ALGACIDE TO MAINTAIN WATER QUALITY FOR POOL OPENING		875.00	875.00
SUMMERIZE POOL. SUMMERIZING INCLUDES: REMOVE AND FOLD WINTER COVER. VACUUM POOL WITH OUR EQUIPMENT INSTALL DECK EQUIPMENT SUMMERIZE FILTRATION AND CHEMICAL FEED SYSTEM NOTE: SUMMERIZATION OF CHEMICAL CONTROL SYSTEM CONSISTS OF MECHANICAL SUMMERIZATION OF WATER LINES ONLY. STARTUP FILTRATION EQUIPMENT STARTUP CHEMICALS TO BE PROVIDED BY A.B.C. POOLS EXCEPT FOR CO2 TANKS AND ACCU-TAB CHLORINE TABLETS		5,850.00	5,850.00
MONTHLY INSPECTION OF SWIMMING POOL AND OPERATIONS	2	175.00	350.00
WINTERIZE 2014 WINTERIZE POOL AND EQUIPMENT. WINTERIZING CHEMICALS INCLUDED IN PRICE		4,400.00	4,400.00
PLEASE SIGN AND RETURN 1 COPY IF ACCEPTED	<b>TOTAL</b>		

A.B.C.S. POOL SERVICE INC.

355 RIVERLAWN DRIVE  
 WAYNE N.J. 07470  
 973-256-5536 EST. 1969

# PROPOSAL

DATE
2/2/2015

NAME / ADDRESS
JERSEY CITY D.P.W. BUREAU OF PARK MAINTENANCE 575 RT. 440 JERSEY CITY, N.J. 07305 ATTN: ELIZABETH HARLEY

PROJECT
2015 SERVICES

DESCRIPTION	QTY	COST	TOTAL
LAFAYETTE PARK			
LATE MARCH - PULL BACK COVERS ON BOTH POOLS AND ADD CHLORINE AND ALGABICIDE TO MAINTAIN WATER QUALITY FOR OPENING		1,550.00	1,550.00
SUMMERIZE BOTH POOLS SUMMERIZING INCLUDES: REMOVE AND FOLD COVERS. VACUUM POOL WITH OUR EQUIPMENT SUMMERIZE AND STARTUP FILTRATION AND CHEMICAL FEED SYSTEMS INSTALL DECK EQUIPMENT STARTUP CHEMICALS TO BE PROVIDED BY A.B.C.'S. POOLS EXCEPT FOR CO2 TANKS AND ACCU-TAB CHLORINE TABLETS		11,750.00	11,750.00
MONTHLY INSPECTION OF SWIMMING POOLS AND OPERATION	2	175.00	350.00
WINTERIZE BOTH POOLS AND EQUIPMENT WINTERIZING INCLUDES: LOWER WATER LEVELS BLOWOUT AND CAP FILTRATION LINES AND FILL LINES FROM PUMP ROOM TO POOLS DRAIN FILTRATION AND CHEMICAL FEED LINES SYSTEMS REMOVE DECK EQUIPMENT ADDITION OF WINTERIZING CHEMICALS INCLUDING CHLORINE, ALGABICIDE AND STAIN PREVENTERS INSTALL POOL COVERS		6,850.00	6,850.00
PLEASE SIGN AND RETURN 1 COPY IF ACCEPTED		<b>TOTAL</b>	<b>\$33,725.00</b>

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Fred McKenzie Pres

Representative's Signature: Fred Mck

Name of Company: Always Bright Clean SPOTless corp/DBA/ABCs

Tel. No.: 973-256-5536

Date: 3-13-15

Pool Service

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

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

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

Business Name: Always Bright Clean Spotless Corp  
DBA/ ABCS Pool Service

Address: 355 Riverlawn Dr Wayne NJ 07470

Telephone No.: 973-256-5536

Contact Name: Fred McKenzie Pres

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**

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

The contractor and the 13 of March 2015 (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: Fred McKenzie Pres  
Representative's Signature: Fred McKenzie  
Name of Company: Always Bright Clean Spotless Corp. DBA ABCS Pool  
Tel. No.: 973-256-5536 Date: 3-13-15 Service



# 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 NOV 2013 to 15 NOV 2020



**ALWAYS BRIGHT CLEAN SPOTLESS CORP.**  
355 RIVERLAWN DR.  
WAYNE NJ 07470

  
Andrew P. Sidamon-Einstoff  
State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ALWAYS BRIGHT CLEAN SPOTLESS CORPORATION

**Trade Name:**

**Address:** 355 RIVERLAWN DRIVE  
WAYNE, NJ 07470-7017

**Certificate Number:** 0065099

**Effective Date:** September 11, 1970

**Date of Issuance:** March 13, 2015

**For Office Use Only:**

20150313144811405

**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 ABC'S Pool Service (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 3-13-15 (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 ABC'S Pool Service (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.

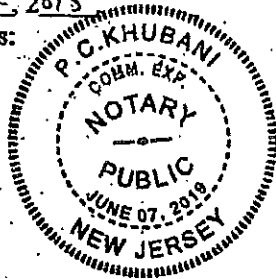
Name of Business Entity: ABC'S Pool Service

Signed Fred M Kn Title: Pres

Print Name: Fred McKenzie Date: 3-13-15

Subscribed and sworn before me  
this 13 day of March, 2015  
My Commission expires:

Fred M Kn  
Fred McKenzie Pres  
(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).

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Fred McKenzie	8 Squire Lane Wayne 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: Always Bright Clean Spot less Corp DBA/ ABCS Pool Service

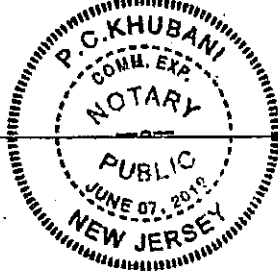
Signed: Fred M K Title: Pres

Print Name: Fred McKenzie Date: 3-13-15

Subscribed and sworn before me this 13 day of March, 2015

My Commission expires: \_\_\_\_\_

Fred M K  
 (Affiant)  
Fred McKenzie Pres  
 (Print name & title of affiant) (Corporate Seal)





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

City Clerk File No. Res. 15.214

Agenda No. 10.Z.5

Approved: MAR 25 2015

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK**

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

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for **Court Reporting Services for the City Clerk's Office**; and

**WHEREAS**, the Division of Purchasing solicited and obtained (3) three proposals, with the lowest responsible being that from Schulman, Wiegmann & Associates, 216 Stelton Road, Suite C-1, Piscataway, New Jersey 08854 in the total amount of **Twenty Four Thousand Nine Hundred Forty Six Dollars (\$24,946.00)**; and

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

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

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

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

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

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

**WHEREAS**, the contract shall be effective as of April 1, 2015 through March 31, 2016; and

**WHEREAS**, funds in the amount of \$6,000.00 are available in **City Clerk's Operating Account No. 01-201-20-120-312**.

(Continued on Page 2)

**MAR 25 2015**

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK**

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

1. A contract in the amount of \$24,946.00 for Court Reporting Services is awarded to Schulman, Wiegmann & Associates and the Purchasing Director is directed to have such a contract drawn up and executed.
2. Upon certification by an official or employee of the City authorized to administer the contract 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.
3. 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.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
5. Pursuant to N.J.A.C. 5:30-5.5(a) the continuation of the contract after the expenditure of funds encumbered in the 2015 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year permanent budget and in the subsequent fiscal year budget.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$6,000.00 are available in City Clerk's Operating Account No. 01-201-20-120-312.

Account	PO #	Total Contract	Temp Encumbrance
01-201-20-120-312	116482	\$24,946.00	\$6,000.00

Peter Folgado,  
Director of Purchasing, QPA, RPPO

March 12, 2015  
Date

APPROVED: \_\_\_\_\_  
PF/pv  
APPROVED: 2/12/15  
Business Administrator

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

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								3.25.15			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SCHULMAN, WIEGMANN & ASSOCIATES TO PROVIDE COURT REPORTING SERVICES DURING COUNCIL MEETINGS FOR THE OFFICE OF THE CITY CLERK

**Project Manager**

Department/Division	Office of the City Clerk	City Clerk's Office
Name/Title	Irene G. McNulty	Administrative Secretary
Phone/email	201-547-4847	mcnultyi@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 Court Reporting Services, typed transcripts and minuscpts of Municipal Council Meetings.

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

Account No. 01-201-20-120-312  
Total Amount of Contract: \$24,946.00

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

One year - 4/1/2015 to 3/31/2016


**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

MAR 11 2015  
Date

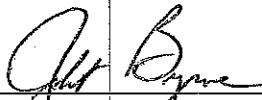


## DETERMINATION OF VALUE CERTIFICATION

ROBERT BYRNE, of full age, certifies as follows:

1. I am the City Clerk for the City of Jersey City.
2. The City requires Court Reporting Services during Council Meetings.
3. The City informally solicited quotations for Court Reporting Services.
4. The administration's recommendation is to award a contract to Schulman, Wiegmann & Associates.
5. The amount of the contract exceeds \$17,500.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: March 11, 2015

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



**New Jersey Division of Revenue**

Revenue

NJBGS

**On-Line Business Registration Certificate  
Service**

**CERTIFICATE NUMBER 0088444 FOR SCHULMAN, WIEGMANN &  
ASSOCIATES, P.A. IS VALID.**

QUOTATION ANALYSIS SHEET

P.O. NO.		VENDOR NAME		SCHULMAN, WEIGMANN		VERITEX LEGAL		ROSENBERG & ASSOC.	
REQ. NO.				BARRY 732-752-7800		KIM 973-549-4401		CATHERINE 973-228-9100	
DIV/DEPT		CITY CLERK		UNIT	EXT	UNIT	EXT	UNIT	EXT
ITEM #	DESCRIPTION	QTY	UNIT	COST	AMT	COST	AMT	COST	AMT
1	COURT REPORTING	1	EA	\$24,946.00	\$ 24,946.00	\$29,338.50	\$ 29,338.50	\$39,052.00	\$ 39,052.00
2			EA		\$ -		\$ -		\$ -
3			EA		\$ -		\$ -		\$ -
4			EA		\$ -		\$ -		\$ -
5			EA		\$ -		\$ -		\$ -
6			EA		\$ -		\$ -		\$ -
7			EA		\$ -		\$ -		\$ -
8			EA		\$ -		\$ -		\$ -
9			EA		\$ -		\$ -		\$ -
10			EA		\$ -		\$ -		\$ -
11			EA		\$ -		\$ -		\$ -
12			EA		\$ -		\$ -		\$ -
13			EA		\$ -		\$ -		\$ -
14			EA		\$ -		\$ -		\$ -
15			EA		\$ -		\$ -		\$ -
SUB-TOTAL					\$ 24,946.00		\$ 29,338.50		\$ 39,052.00
SHIPPING/HANDLING									
TOTAL					\$ 24,946.00		\$ 29,338.50		\$ 39,052.00

BUYER'S NC NOTES:

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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


PRODUCER Sanford Insurance Group 210 Bellevue Ave  Upper Montclair NJ 07043	CONTACT NAME:		
	PHONE (A/C No. Ext): (973) 783-6600	FAX (A/C No.): (973) 783-2904	
INSURED Schulman, Wiegmann & Associates 216 Stelton Road Suite C-1 Piscataway NJ 08854	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Casualty Insurance Co	04465	
	INSURER B: Travelers Indemnity Co.	25658	
	INSURER C: Charter Oak Fire Insurance Co.	25615	
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES** CERTIFICATE NUMBER: 2014-2015 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			680-647M279A-14-42	12/19/2014	12/19/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			680-647M279A-14-42	12/19/2014	12/19/2015	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							Hired/Nonowned Auto \$ Included
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		ISFCUP647M41801442	12/19/2014	12/19/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			IOUB-1B71826-6-14	12/19/2014	12/19/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Errors & Omissions			680-647M279A-14-42	12/19/2014	12/19/2015	Each Wrongful Act Ded \$1000 \$1,000,000
							Aggregate Limit \$2,000,000

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

CERTIFICATE HOLDER  Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Bruce Sanford/DOF 

**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 SCHULMAN WIEGMANN ASSOCIATES (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding MARCH 2015 (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 SCHULMAN WIEGMANN ASSOCIATES (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

**SCHULMAN, WIEGMANN & ASSOCIATES  
CERTIFIED SHORTHAND REPORTERS  
NEW MARKET CROSSINGS  
216 STELTON ROAD, SUITE C-1  
PISCATAWAY, NEW JERSEY 08854**

The undersigned is fully aware that if I have made any reportable contributions in violation of this affirmation and certification, I and/or the business entity, will be liable under law.

Name of Business Entity: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn before me

this 6th day of MARCH, 2015.

My Commission expires: \_\_\_\_\_

Katherine M. Dilieto

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

**KATHERINE M. DILIETO  
A Notary Public of New Jersey  
My Commission Expires October 02, 2018**

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

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

**Part I - Vendor Affirmation**

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

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

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
BARRY J. WIEGMANN	217 MONROE AVE BELLE MEAD, NJ 08502
<b>SCHULMAN, WIEGMANN &amp; ASSOCIATES</b> <b>CERTIFIED SHORTHAND REPORTERS</b> <b>NEW MARKET CROSSINGS</b> <b>218 STELTON ROAD, SUITE C-1</b> <b>PISCATAWAY, NEW JERSEY 08854</b>	

**Part 3 - Signature and Attestation**

The undersigned is fully aware that the undersigned and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_  
 Signed: Barry J. Wiegmann Title: OWNER/CCR  
 Print Name: BARRY J. WIEGMANN Date: \_\_\_\_\_

Subscribed and sworn before me this 10<sup>th</sup> day of March, 2015

Katherine M. Dilieto  
 (Affiant)

My Commission expires: \_\_\_\_\_  
 KATHERINE M. DILIETO  
 A Notary Public of New Jersey  
 My Commission Expires October 02, 2018 (Print name & title of affiant) (Corporate Seal)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

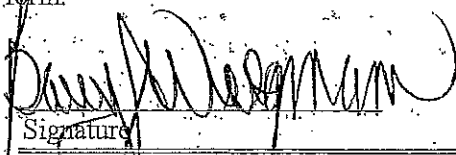
This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

**SCHULMAN, WIEGMANN & ASSOCIATES  
CERTIFIED SHORTHAND REPORTERS  
NEW MARKET CROSSINGS**

**Part I - Vendor Information**

Vendor Name:	216 STELTON ROAD, SUITE C-1		
Address:	PISCATAWAY, NEW JERSEY 08854		
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


BARRY J. WIEGMANN
CCR, OWNER  
 Signature Printed Name Title

**Part II - Contribution Disclosure**

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
BARRY J. WIEGMANN	TASCHELL FOR CONGRESS, INC	6/16/2014	\$500 -
BARRY J. WIEGMANN	JOSEPH N. DIVENCENZO FOR ESS EX. COUNTY EXECUTIVE	9/15/2014	\$300 -

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

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): BARRY J. WIEGMANN, CCR, OWNER

Representative's Signature: [Handwritten Signature]

Name of Company: \_\_\_\_\_

Tel. No.: 732-782-7800 Date: 3-5-15

**SCHULMAN, WIEGMANN & ASSOCIATES**  
**CERTIFIED SHORTHAND REPORTERS**  
**NEW MARKET CROSSINGS**  
**216 STELTON ROAD, SUITE C-1**  
**PISCATAWAY, NEW JERSEY 08854**



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. 0169244

DATES OF PAYROLL PERIOD USED: FROM 1-1-2014 TO 3-5-2015

NAME OF FACILITY:

**SCHULMAN, WIEGMANN & ASSOCIATES**  
**CERTIFIED SHORTHAND REPORTERS**  
**NEW MARKET CROSSINGS**  
**216 STELTON ROAD, SUITE C-1**  
**PISCATAWAY NEW JERSEY 08854**

Street \_\_\_\_\_ 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	1					1						
PROFESSIONALS	1					1	38	2	2			36
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL							4		1			
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
<b>TOTAL</b>	<b>2</b>					<b>2</b>	<b>42</b>	<b>2</b>	<b>3</b>			<b>36</b>

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  
WIEGMANN BARRY J

**SCHULMAN, WIEGMANN & ASSOCIATES**  
**CERTIFIED SHORTHAND REPORTERS**  
**NEW MARKET CROSSINGS**  
**216 STELTON ROAD, SUITE C-1**  
**PISCATAWAY, NEW JERSEY 08854**

732-752-7800

ADDRESS (NO. & STREET) (CITY) (STATE) (AREA CODE, NO., EXTENSION)

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. 51201 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): BARRY J. WIEGMANN  
Representative's Signature: [Signature]  
Name of Company: SCHULMAN, WIEGMANN & ASSOCIATES  
Tel. No.: 732-752-7890 Date: 3-5-2015

**SCHULMAN, WIEGMANN & ASSOCIATES**  
**CERTIFIED SHORTHAND REPORTERS**  
**NEW MARKET CROSSINGS**  
**216 STELTON ROAD, SUITE C-1**  
**PISCATAWAY, NEW JERSEY 08854**

**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: SCHULMAN, WIEGMANN & ASSOCIATES  
CERTIFIED SHORTHAND REPORTERS  
Address: NEW MARKET CROSSINGS  
216 STELTON ROAD, SUITE C-1  
DISCATAWAY, NEW JERSEY 08854  
Telephone No.: 732-752-7800  
Contact Name: BARRY J. WIEGMANN

Please check applicable category:

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

**Definitions  
Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

Certification 33554

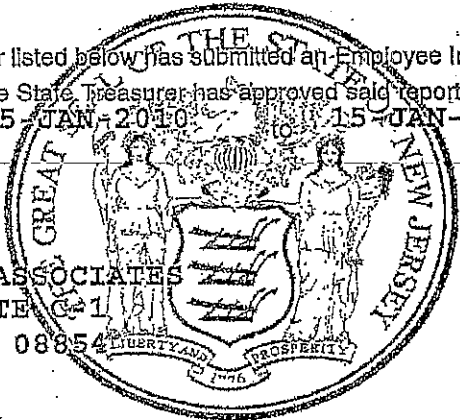
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

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-2010 to 15-JAN-2017

SCHULMAN, WIEGMANN & ASSOCIATES  
216 STELTON ROAD, SUITE C-1  
PISCATAWAY

NJ 08854



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".



Andrew P. Sidamon-Eristoff  
State Treasurer

**STATE OF NEW JERSEY  
W-9 QUESTIONNAIRE**

THE STATE OF NEW JERSEY REQUIRES COMPLETION OF THE W-9 VENDOR QUESTIONNAIRE TO VERIFY/ESTABLISH YOUR NAME, ADDRESS, AND TAXPAYER ID ON STATE RECORDS. PLEASE REVIEW THE INFORMATION BELOW, CORRECT ERRORS, AND ANSWER THE QUESTIONS PER SPECIFIC INSTRUCTIONS. RETURN THE COMPLETED FORM TO THE STATE VIA MAIL OR FAX AS SOON AS POSSIBLE.

**IMPORTANT:** YOU WILL NOT BE PAID BY THE STATE OF NEW JERSEY UNTIL THIS FORM IS COMPLETED, SIGNED, AND RETURNED TO THE STATE OF NJ. FOR ADDITIONAL INFORMATION CALL (609) 292-7184 OR (609) 633-8183.

<b>PART I NAME/ADDRESS</b>	<b>REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION</b>	Return completed form to: OMB VENDOR CONTROL PO BOX 221 TRENTON, NJ 08625 FAX: (609) 584-5210
(REMIT TO:)	Enter your taxpayer identification number and indicate whether it is a social security or employee identification number by marking the appropriate box:	

City of Jersey City/ Third Floor Treasury  
One Journal Square Plaza  
Jersey City, New Jersey 07306 - 4004

Make any corrections to the pre-printed data in the space provided below. Please type or print clearly.

**SCHULMAN, WIEGMANN & ASSOCIATES  
CERTIFIED SHORTHAND REPORTERS  
NEW MARKET CROSSINGS  
216 STELTON ROAD, SUITE C-1  
PISCATAWAY, NEW JERSEY 08854**

4. Taxpayer Identification Number (Enter your correct TIN below ONLY if it differs from the # printed in the box) MARK THE APPROPRIATE BOX:

<input type="checkbox"/> SOCIAL SECURITY NUMBER	Internal Use Only
<input checked="" type="checkbox"/> EMPLOYER IDENTIFICATION NUMBER	

5. For Employees Exempt From Backup Withholding (Contact the IRS for instructions) Requester's name and address (optional)

6. Certification: Under penalties of perjury, I certify that:

(1) 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

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**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 of underreported interest or dividends on your tax return. For real estate transactions, item (2) does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an IRA, and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Please Sign Here Signature: Paul Soyka Date: 3/6/2014

**PART II VENDOR DATA STATE OF NEW JERSEY VENDOR INFORMATION QUESTIONNAIRE**

1. Enter the code from the list below that best describes your business function:

<b>VENDORS</b>	<b>GOVERNMENTAL ENTITIES</b>
HC = HEALTH CARE SERVICE (NON-STATE AGENCIES)	AC = AUTHORITY/ COMMISSION
VG = VENDORS WHO SELL OR MANUFACTURE GOODS	CF = CONFIDENTIAL FUND
VS = VENDORS WHO RENDER A SERVICE OR VENDORS WHO RECEIVE RENT PAYMENTS	CM = COUNTY/MUNICIPAL GOVT.
	CU = STATE COLLEGE/UNIVERSITY
	EP = NJ STATE EMPLOYEE
	FA = FEDERAL AGENCY
<b>MISCELLANEOUS VENDORS</b>	FD = FIRE DISTRICT
OT = OTHER MISCELLANEOUS VENDORS (PLEASE SPECIFY)	PC = PETTY CASH
	SA = STATE AGENCY
	SD = SCHOOL DISTRICT
	WB = WELFARE BOARD

2. Enter Primary Contact Information Below.

PHONE: (201) 547-6571 NAME: Paul Soyka TITLE: Treasurer

**IF YOU ARE A NJ STATE EMPLOYEE, NJ MANAGER OF A CONFIDENTIAL FUND OR A PETTY CASH FUND, DO NOT ANSWER THE BALANCE OF THE QUESTIONNAIRE.**

3. What is the principle activity of your organization?

M = MANUFACTURING    H = HEALTH RELATED SERVICE    C = CONSTRUCTION SERVICE AND/OR MATERIALS  
 S = SERVICE    G = GOVERNMENT    O = OTHER (Please Specify)

4. Enter the code from the list below that best describes your organization.

C = CORPORATION    I = INDIVIDUAL    P = PARTNERSHIP  
 A = ASSOCIATION    J = JOINT    O = OTHER (Please Specify)    Municipal Government

5. Enter your 4 digit County/Municipality Code for NJ Addresses ONLY.

0906

**IMPORTANT: ANSWER ALL QUESTIONS (Please Print or Type Clearly)**

**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 AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT WITH DONOHUE, GIRONDA AND DORIA CERTIFIED PUBLIC ACCOUNTANTS**

**Project Manager**

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@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 perform a transition year six month audit on the Jersey City Parking Authority for the period that ends on the dissolution date. In addition to the audit, opening trial balances will be provided to the City.

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

Annual Audit Account  
01-201-20-135-312  
\$25,000

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

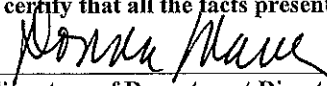
Contract term will remain the same as original contract. Original contract expires 12/31/15.

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/11/15  
Date

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

City Clerk File No. Res. 15.216

Agenda No. 10.Z.7

Approved: MAR 25 2015

TITLE:



## RESOLUTION RATIFYING THE EXTENSION OF A PROFESSIONAL SERVICES CONTRACT WITH CAREPOINT HEALTH MEDICAL GROUP TO PROVIDE MEDICAL SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES

### COUNCIL

offered and moved adoption

of the following resolution:

**WHEREAS**, Resolution 14-162, approved on March 12, 2014, awarded a three month contract to Midtown Occupational Medicine to provide the services of physicians to conduct medical examinations of civilian and uniformed employees of the City of Jersey City ("City") and of applicants for employment with the City; and

**WHEREAS**, Resolution 14-637, extended the contract for an additional six months until October 8, 2014; and

**WHEREAS**, Midtown Occupational Medicine is now known as Carepoint Health Medical Group ("Carepoint"); and

**WHEREAS**, the City has been obtaining medical services from Carepoint since October 9, 2014 and will continue to need to do so while the solicits proposals for a new one year contract for medical services; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, funds in the amount of \$71,285.00 are available in Account No. 01-203-20-115-312, PO # B082229 and funds in the amount of \$30,000 are available in Account No. 01-201-20-115-312, PO # 116625;

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

1. The extension of a professional services contract with Carepoint effective as of October 9, 2014 on month-to-month basis not to exceed six months is hereby ratified;
2. The total cost of the contract per month shall not exceed \$30,000.00;
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; and

City Clerk File No. Res. 15.216

Agenda No. 10.7.7

**MAR 25 2015**

TITLE:

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 2015 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year permanent budget.

I Donna Mauer (Donna Mauer) as Chief Financial Officer hereby certify that these funds of \$71,285.00 are available in Account No. 01-203-20-115-312, PO # B082229 and funds in the amount of \$30,000 are available in Account No. 01-201-20-115-312, PO # 116625.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM [Signature]

APPROVED: [Signature]  
Business Administrator

Corporation Counsel  
Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>3.25.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING THE EXTENSION OF A PROFESSIONAL SERVICES CONTRACT WITH CAREPOINT HEALTH MEDICAL GROUP TO PROVIDE MEDICAL SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES**

**Project Manager**

Department/Division	Human Resources	Director's Office
Name/Title	Nancy Ramos	Director of Dept. Human Resources
Phone/email	(201) 547-5217	nancyr@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 the services of physicians to conduct medical examinations of civilian and uniformed employees of the City of Jersey City ("City") and of applicants for employment with the City.

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

\$101,285 City Funds

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

October 9, 2014 to April 8, 2015

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

3/16/15  
Date

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

City Clerk File No. Res. 18.217

Agenda No. 10.Z.8

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

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT, DR. SOLOMON OWUSU.

### COUNCIL OFFERED A RESOLUTION

WHEREAS, the City of Jersey City provides pediatric services in connection with the Department of Health and Human Services under the auspices of the Department of Health and Human Services;

WHEREAS, Dr. Solomon Owusu is a qualified and experienced pediatrician and is currently employed as a pediatrician at the Jersey City Health Center;

WHEREAS, these services are currently provided under the Local Public Contracts Law;

WHEREAS, the resolution is subject to public inspection;

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 contract period is from **January 1, 2015** through **December 31, 2015**; and

WHEREAS, the total amount of this contract shall not exceed Thirty Eight Thousand Five Hundred Seventy (\$38,570.00) Dollars; and

WHEREAS, the Director of Department of Health and Human Services has determined and certified in writing that the value of the contract exceeds \$17,500; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Dr. Owusu has completed and submitted a Business Entity Disclosure Certification which certifies that Dr. Owusu has not made any reportable contributions to a political or candidate committees listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Dr. Owusu from making any reportable contributions through the term of the contract; and

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

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

WHEREAS, the funds in the amount of Five Thousand (\$5,000.00) dollars are available in DH&HS Clinical Services Division operating current fund Account No.1-201-27-333-312, the additional amount of Thirty Three Thousand Five Hundred Seventy (\$33,570.00) dollars will be made available in the calendar year 2015 temporary or permanent budgets.

**WITHDRAWN**

ALLOWING

pediatric consultant to  
Clinic under the  
and

used pediatrician and is

in public bidding under

if must be available per

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT, DR. SOLOMON OWUSU**

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

1. The Mayor and/or Business Administrator is authorized to execute a professional services agreement with Dr. Solomon Owusu, in substantially the form attached, for providing pediatric services in connection with various health programs provided by the Department of Health and Human Services for one year period effective as of January 1, 2015 thru December 31, 2015, in the amount of \$38,570;
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A copy of this Resolution will be published in a newspaper of general circulation as required by law within ten (10) days of its passage;
4. A copy of this Resolution shall be placed on file and be available for inspection in the Office of the City Clerk;

Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 Calendar Year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2015 Calendar Year permanent budget;

6. The award of this contact shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
7. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, \_\_\_\_\_ Donna Mauer, Chief Financial Officer, hereby, certify that there are sufficient funds in the amount of \$5,000.00 in DH&HS Health Division Operating Current Fund Account No. 1-201-27-333-312; P.O. # \_\_\_\_\_

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administra

\_\_\_\_\_ tion Counsel

**WITHDRAWN**

RECORD			
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

APPROVED			
3.25.15			
ILPERSON	AYE	NAY	N.V.
RMAN			
RO, PRES.			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipi

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO PEDIATRIC CONSULTANT, DR. SOLOMON OWUSU.

**Project Manager**

Department/Division	Health & Human Services	Health Division
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-5114	sflanagan@jcnj.org

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

**Contract Purpose**

The physician will perform services with respect to all matters relating to or affecting the Jersey City Child Health Care Immunization Clinic. The City of Jersey City requires the services of a pediatric consultant to provide services in connection with the Child Health Care Immunization Clinic under the auspices of the Department of Health and Human Services.

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

City DHHS Health Division Operating Current Fund account \$38,570

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

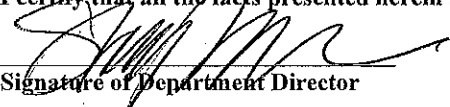
January 1, 2015 – December 31, 2015

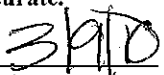
Type of award Professional Services

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

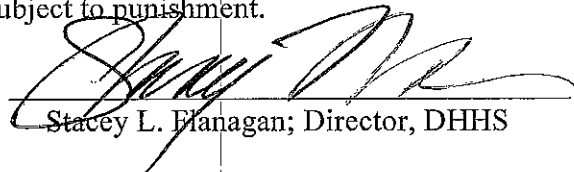
## DETERMINATION OF VALUE CERTIFICATION

Stacey L. Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Department of Health and Human Services (DHHS) and have knowledge of the goods and services that DHHS needs.
2. The Children's Health Clinic provides well baby care and immunization to infants and children up to age five and needs of the services of a Pediatrician.
3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
4. Dr. Solomon Owusu is board certified and licensed to practice medicine as a Pediatrician and Medical Internist in the State of New Jersey.
5. The DHHS recommendation is to award the contract to Dr. Solomon OWLISU.
6. The term of the contract is for one year January 01, 2015 through December 31, 2015.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

3/9/15

  
Stacey L. Flanagan; Director, DHHS

**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 Neighborhood Clinic (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.

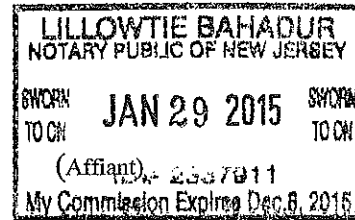
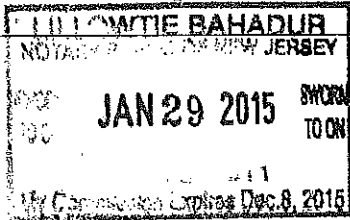
Name of Business Entity: Neighborhood Clinic

Signed: [Signature] Title: MD

Print Name: Soramen Omsu Date: 07/29/15

Lillowtie Bahadur  
Subscribed and sworn before me  
this day 29 of JAN, 2015.

My Commission expires:



(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).

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
NA	

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Neighborhood Clinic  
Signed: [Signature] Title: MD  
Print Name: Sherman Owen Date: 1/29/15

Subscribed and sworn before me this 29 day of JAN, 2015  
[Signature]  
(Affiant)  
My Commission expires: \_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

**LILLOWTIE BHADUR**  
NOTARY PUBLIC OF NEW JERSEY  
JAN 29 2015 SWORN TO ON  
My Commission Expires Dec. 8, 2015

**LILLOWTIE BHADUR**  
NOTARY PUBLIC OF NEW JERSEY  
SWORN TO ON JAN 29 2015 SWORN TO ON  
ID# 2007811  
My Commission Expires Dec. 8, 2015





**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): Solomon Ouseman  
Representative's Signature: [Handwritten Signature]  
Name of Company: Veritas  
Tel. No.: 201 932 5550 Date: 2/16/10

**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](http://www.state.nj.us/treasury/contract_compliance))

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

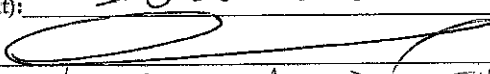
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

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

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

Representative's Name/Title (Print): S. Roman      OWS      M

Representative's Signature: 

Name of Company: Neighborhood One

Tel. No.: \_\_\_\_\_ Date: 07/29/15

Certification: 39046

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2014** to **15-JAN-2021**



**NEIGHBORHOOD CLINIC  
559 WEST SIDE AVE.  
JERSEY CITY NJ 07304**

  
**Andrew P. Sidamon-Eristoff  
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: Neighborhood Choice  
Address: 559 West Side Ave, Jersey City, NJ 07304  
Telephone No.: 201 432 5300  
Contact Name: Solomon O. Ousey III

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:** SOLOMON OWUSU, P.C.  
**Trade Name:** NEIGHBORHOOD CLINIC  
**Address:** 559 WESTSIDE AVENUE  
 JERSEY CITY, NJ 07304  
**Certificate Number:** 0620281  
**Effective Date:** February 18, 1994  
**Date of Issuance:** February 04, 2015

**For Office Use Only:**

20150204154141727

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

City Clerk File No. Res. 15.218

Agenda No. 10.Z.9

Approved: MAR 25 2015

TITLE:



**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF BRACH EICHLER LLC REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.**

**COUNCIL**

of the following resolution:

offered and moved adoption

**WHEREAS**, Police Officers Thomas Johnston and Clyde Banks have been named in a complaint filed in the Superior Court of Law under Docket No. HUD-L-4633-13 by Francis DeFazio and Shazia DeFazio alleging violation of their civil rights as well as a hostile work environment; and

**WHEREAS**, the Municipal Council adopted Resolution No. 14-213 authorizing an Agreement with the firm of Brach Eichler LLC; and

**WHEREAS**, the firm of Brach Eichler LLC is qualified to perform these services and will provide these services at the rate of **\$125 per hour**, including expenses, for a total amount not to exceed **\$50,000**; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

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

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

**WHEREAS**, in addition Brach Eichler has signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

**WHEREAS**, funds are available for the cost of these services in Account No.: **15-15-298-56-000-856**; and

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

1. The contract with Brach Eichler LLC is hereby amended to increase the Contract by an additional **\$50,000** for a total amount of **\$100,000.00**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

**MAR 25 2015**

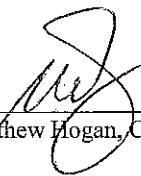
TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF BRACH EICHLER LLC REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.**

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. **15-15-298-56-000-856**,

  
Matthew Hogan, Chief Financial Officer

MLM/dc  
3/16/15

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

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

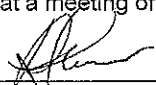
**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF BRACH EICHLER LLC REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

Department/Division	LAW	LAW
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Due to the complexity of this matter, an additional \$50,000 is required to bring this matter to conclusion.

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

City Funds

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

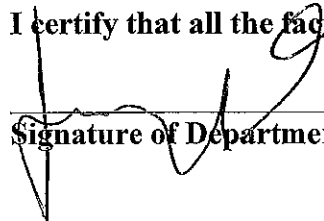
One Year

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

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

\_\_\_\_\_  
Date



## AGREEMENT

This Agreement dated the 13<sup>th</sup> day of JUNE, 2014 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Brach Eichler LLC, of 101 Eisenhower Parkway, Roseland, New Jersey 07068 ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

### Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent Police Officers Thomas Johnston and Clyde Banks in connection with the matter of Francis DeFazio and Shazia DeFazio v. City of Jersey City, et al.

### Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

### Consideration

A. For the above services, Special 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.

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during

the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

#### **Billing Practices and Other Guidelines Procedures**

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special 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.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed onto the City and noted on each invoice.

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. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

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.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

#### 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.

#### 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.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

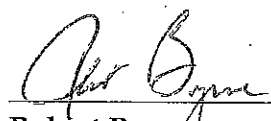
**Affirmative Action Plan**


- (A) If the contract exceeds \$9,200, 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 \$9,200).

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.

Attest:

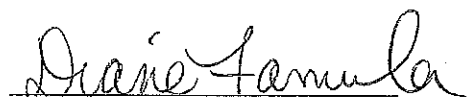
City of Jersey City

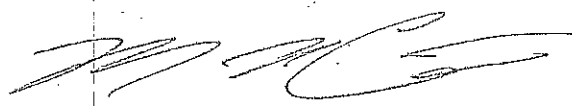
  
\_\_\_\_\_  
Robert Byrne  
City Clerk

  
\_\_\_\_\_  
Robert Kakoleski  
Acting Business Administrator

WITNESS:

Brach Eichler LLC

  
\_\_\_\_\_  
Diane Tamula

  
\_\_\_\_\_  
Brach Eichler LLC

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

City Clerk File No. Res. 15.219

Agenda No. 10.Z.10

Approved: MAR 25 2015

TITLE:



**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOMINICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF MONTONE V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, the Municipal Council of the City of Jersey City adopted Resolution No. 14-212 on March 26, 2014 authorizing a professional services agreement with Domenick Carmagnola, Esq. to represent former Chief of Police Robert Troy and several police officers and City officials named in the complaint filed by various individuals alleging violation of their civil rights as well as a hostile work environment and gender discrimination; and

**WHEREAS**, the City requires the services of Dominick Carmagnola, Esq. to represent former Chief of Police Robert Troy and other municipal employees in these matters; and

**WHEREAS**, the plaintiffs are seeking to hold the police officers personally liable and because ethical rules governing the representation by municipal attorneys in some cases prohibit the Corporation Counsel from representing the City and individual police officers; and

**WHEREAS**, the City of Jersey City maintains excess general liability insurance that includes payment of legal fees once the self-insured retainage amount has been reached in certain cases; and

**WHEREAS**, Domenick Carmagnola, Esq., 60 Washington Street, Morristown, New Jersey, is an attorney-at-law in the State of New Jersey and is qualified to perform these services; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the 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. (Play-to-Play Law); and

**WHEREAS**, Dominick Carmagnola, Esq. has submitted his Certification of Compliance with city's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the agreement with Dominick Carmagnola of the law firm of Carmagnola and Ritardi needs to be renewed because one year has lapsed; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection; and

**WHEREAS**, funds are available for the cost of these services in **Account No. 15-14-298-56-000-856**

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

1. The agreement with Dominick Carmagnola, Esq. of the law firm of Carmagnola and Ritardi is hereby reauthorized for a total amount of the remaining balance from the previous contract in the amount of **\$22,370.33**

TITLE: **MAR 25 2015**

**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOMINICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF MONTONE V. CITY OF JERSEY CITY, ET AL.**

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.

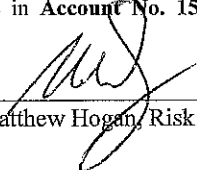
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et. seq.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in **Account No. 15-14-298-56-000-856** for payment of this resolution.

  
Matthew Hogan, Risk Manager

:igp  
3/16/15

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

APPROVED AS TO LEGAL FORM

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

Corporation Counsel

Certification Required

Not Required

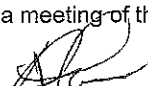
**APPROVED 9-0**

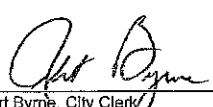
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando 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 REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOMINICK CARMAGNOLA, ESQ. TO REPRESENT FORMER CHIEF OF POLICE ROBERT TROY AND OTHER MUNICIPAL EMPLOYEES IN THE MATTER OF MONTONE V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

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

**Contract Purpose**

Reauthorize the Contract for Calendar Year 2015-2016-No additional funds.

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

Insurance Fund Commission. 15-14-298-56-000-856

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

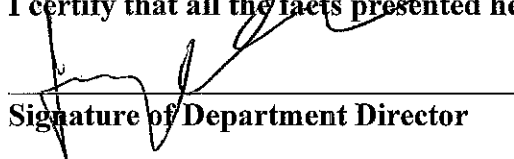
One Year

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

\_\_\_\_\_  
Date

## AGREEMENT

This **Agreement** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Domenick Carmagnola, Esq. of Carmagnola & Ritardi** ("Special Counsel").

**WITNESSETH**, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

### Scope of Agreement

**Special Counsel** is hereby retained as an independent contractor to represent former Chief of Police Robert Troy in the matter of *Montone v. City of Jersey City, et al.* **Special Counsel** shall submit 60 day status reports to the Corporation Counsel with a complete analysis of legal issues, risk of liability and the likely number of depositions to be taken. **Special Counsel** shall provide a brief summary of each deposition upon completion.

### Affidavit of Services

**Special Counsel** shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

### Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$22,370.33.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each

month an affidavit of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made promptly in accordance with its procedures.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

#### **Billing Practices and Other Guidelines Procedures**

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#### 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.

#### 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

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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.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

### **Affirmative Action Plan**

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the New Jersey 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 \$9,200).

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.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert Kakoleski**  
**Business Administrator**

**WITNESS:**

**Carmagnola & Ritardi, LLC**

\_\_\_\_\_

\_\_\_\_\_  
**Domenick Carmagnola, Esq.**

**EXHIBIT A (Continuation)**

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

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

Representative's Name/Title (Print): Domenick Carmagnola, Esq., Member

Representative's Signature: 

Name of Company: Carmagnola & Ritardi, LLC

Tel. No.: 973-267-4445

Date: 3-17-15



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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 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: Domenick Carmagnola, Esq.  
Representative's Signature:   
Name of Company: Carmagnola & Ritardi, LLC  
Tel. No.: 973-267-4445 Date: 3-17-15

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

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

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

Business Name: CARMAGNOLA & RITARDI, LLC  
Address: 60 Washington St., Suite 300, Morristown, NJ 07960  
Telephone No.: 973-267-4445  
Contact Name: Domenick Carmagnola, Esq. (Member)

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Carmagnola & Ritardi, 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 Carmagnola & Ritardi, 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: Carmagnola & Ritardi, LLC

Signed: [Signature] Title: Member

Print Name: Domenick Carmagnola Date: March 17, 2015

Subscribed and sworn before me this 17 day of March, 2015.  
My Commission expires:

[Signature]  
(Affiant)

(Print name & title of affiant) (Corporate Seal)

**MICHELE E. SHAFFER**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires **9/2/2019**

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

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

**Part I - Vendor Affirmation**

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

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

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Domenick Carmagnola	43 Cedar Lake East, Denville, NJ 07834
Steven F. Ritardi	One Cooper Rd., Mendham, NJ 07945

**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: Carmagnola & Ritardi, LLC

Signed: [Signature] Title: Member

Print Name: Domenick Carmagnola Date: March 17, 2015

Subscribed and sworn before me this 17<sup>th</sup> day of March, 2015

My Commission expires: 9-2-2019

[Signature]  
(Affiant)

(Print name & title of affiant) (Corporate Seal)

**MICHELE E. SHAFFER**  
**NOTARY PUBLIC OF NEW JERSEY**  
 My Commission Expires 9/2/2019



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
CARMAGNOLA & RITARDI, L.L.C.

TRADE NAME:

ADDRESS:  
60 WASHINGTON STREET  
MORRISTOWN NJ 07960  
EFFECTIVE DATE:

SEQUENCE NUMBER:  
1162631

ISSUANCE DATE:  
10/05/05

06/17/05

*J.P. & Tully*  
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. 152220

Agenda No. 10.7.11

Approved: MAR 25 2015

TITLE:



## **RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO THE LAW FIRM OF ARLEO & DONOHUE, LLC TO ASSIST AND ADVISE THE CITY OF JERSEY CITY WITH COORDINATING RESPONSES RELATED TO THE PORT AUTHORITY OF NY & NJ TOLL LANE DIVERSIONS**

**COUNCIL**

offered and moved adoption of the following resolution:

**WHEREAS**, the Municipal Council of the City of Jersey City approved Resolution 14-704 on October 22, 2014 authorizing a professional services agreement with the law firm of Arleo & Donohue, LLC, 622 Eagle Rock Avenue, West Orange, NJ 07052 to assist and advise the City of Jersey City regarding with coordinating responses related to the Port Authority of NY & NJ; and

**WHEREAS**, the City of Jersey City requires the services of an attorney to assist and advise with coordinating responses of toll lane diversions; and

**WHEREAS**, the Corporation Counsel has recommended the reappointment of outside counsel to assist and advise the City of Jersey City in this matter; and

**WHEREAS**, Arleo & Donohue, LLC is qualified to perform these services and will provide these services at the rate of **\$150.00 per hour**, including expenses, for a total amount not to exceed **\$10,000**; and

**WHEREAS**, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

**WHEREAS**, the City is acquiring these services "directly and openly" as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the law firm of Arleo & Donohue, LLC have completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the law firm of Arleo & Donohue, LLC from making any reportable contributions during the term of the contract; and

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

**WHEREAS**, in addition Arleo & Donohue, LLC have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

**WHEREAS**, funds are available for the cost of these services in Account No.: **15-14-298-56-000-856**; and

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

1. The contract with the law firm of Arleo & Donohue, LLC is hereby authorized for one year, for a total amount to be increased by an additional **\$10,000** for a total amount of **\$30,000**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

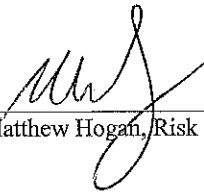
TITLE: **MAR 25 2015**

**RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO THE LAW FIRM OF ARLEO & DONOHUE, LLC TO ASSIST AND ADVISE THE CITY OF JERSEY CITY WITH COORDINATING RESPONSES RELATED TO THE PORT AUTHORITY OF NY & NJ TOLL LANE DIVERSIONS**

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.: 15-14-298-56-000-856** for payment of this resolution

  
Matthew Hogan, Risk Manager

igp  
3/16/15

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

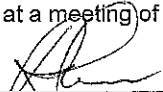
**APPROVED 9-0**

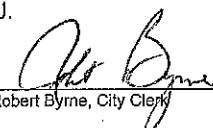
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk



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

City Clerk File No. Res. 15.221

Agenda No. 10.Z.12

Approved: MAR 25 2015



**TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2014 THROUGH DECEMBER 31, 2015**

COUNCIL offered and moved adoption of the following resolution:

**WHEREAS**, on February 25, 2015 the Municipal Council adopted Resolution No. 15-117 authorizing the program contracts under the Community Services Block Grant (CSBG) for program year October 1, 2014 through December 31, 2015; and

**WHEREAS**, the Department of Health & Human Services was awarded \$65,084 for the Homeless Outreach Program which will fund an outreach team in Jersey City, specifically the Journal Square PATH Station, to support and help connect the target population and linking individuals with services, shelter and ultimately permanent housing; and

**WHEREAS**, the Homeless Outreach Program is funded through a collaboration between the City of Jersey City and Hudson County Division of Housing & Community Development with direct services provided by Garden State Episcopal Community Development Corporation, and;


**WHEREAS**, the City is desirous of reallocating \$65,084 for the Homeless Outreach program from the Department of Health & Human Services and transferring these funds to Garden State Episcopal Community Development Corporation as they will provide direct services through their outreach team; and

**WHEREAS**, the City recommends reallocating \$64,084 to Garden State Episcopal CDC as noted below:

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to amend program contracts and enter into contracts under the Community Services Block Grant to reallocate funds as detailed below.

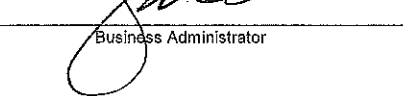
Agency	Reallocated Amount	Account No.	P.O. #
Garden State Episcopal CDC	\$65,084.00	02-213-40-502-986	116689

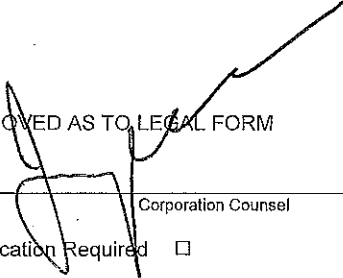
I, Donna Mauer, hereby certify that sufficient funds totaling \$65,084 are available in the above referenced accounts.

  
Donna Mauer, Chief Financial Officer

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

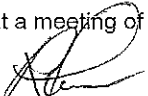
APPROVED 9-0

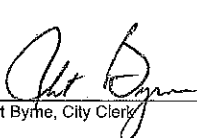
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3.25.15							
COUNCILPERSON *	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

Resolution of the Municipal Council of the City of Jersey City Amending Program Contracts Under the Community Services Block Grant (CSBG) for Program Year October 1, 2014 Through December 31, 2015

**Project Manager**

Department/Division	Housing, Economic Development & Commerce (HEDC)	Division of Community Development
Name/Title	Erin Ross	Senior Program Analyst
Phone/email	201-547-4550	rosse@jcnj.org

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

**Contract Purpose**

The Community Services Block Grant (CSBG) is an anti-poverty grant that provides funding to various social service agencies. The CSBG funding will be reprogrammed from Jersey City's Department of Health & Human Services to Garden State Episcopal CDC for the Homeless Street Outreach Program. This program will provide engagement of services to resistant unsheltered homeless and linkage to emergency shelter and critical services.

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

Grant Funds - \$289,520.00 (initial allocation).  
Expected total allocation of \$877,334.00  
\$65,084 reallocated from HHS to GSECDC

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

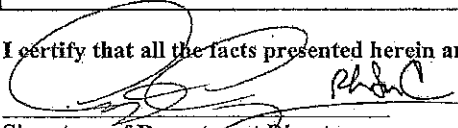
Grant Term is from October 1, 2014 --  
December 31, 2015

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

 3/19/15  
Signature of Department Director Date

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

City Clerk File No. Res. 15.222  
Agenda No. 10.Z.13  
Approved: MAR 25 2015



TITLE:

## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS AND EXECUTE THE GRANT AGREEMENT BETWEEN THE CITY AND THE BLOOMBERG FAMILY FOUNDATION INC. TO CREATE AND SUPPORT AN INNOVATION TEAM

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

WHEREAS, the City of Jersey City (the "City") submitted a grant proposal to The Bloomberg Family Foundation Inc. (the "Foundation") to foster innovation within the City, as further described below; and

WHEREAS, the Foundation has created an initiative in government innovation (the "Initiative") with the purpose of helping mayors and city leaders to develop and implement effective solutions to their highest-priority problems through the use of innovation teams or i-teams, as more fully described in the grant agreement, by and between the Foundation and the City (the "Grant Agreement"), substantially in the form attached hereto as **Exhibit A**;

WHEREAS, the City is well positioned to benefit from the Initiative and agrees to the provisions of the Grant Agreement; and

WHEREAS, the Foundation wishes to make a donation not to exceed \$2,250,000 in cash (the "Grant Funds") to the City as part of the Initiative; and

WHEREAS, the City shall match the Grant Funds by raising a total amount equal to at least \$750,000 (the "Matching Funds"), one-half of which may be appropriated in the 2016 budget and the balance of which may be appropriated in the 2017 budget; and

WHEREAS, the Grant Funds will be paid in three installments, with the first installment of \$750,000 to be paid upon execution of the Grant Agreement, with the remaining two installments to be paid in second and third year of the Grant Agreement, or 2016 and 2017, respectively.

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

1. The City of Jersey City hereby accepts the total Grant Funds not to exceed \$2,250,000, with the first installment of \$750,000, from The Bloomberg Family Foundation Inc., and
2. The Business Administrator is authorized to execute the Grant Agreement in substantially the form attached and comply with the general terms and conditions attached, and

City Clerk File No. Res. 15.222  
Agenda No. 10.7.13 **MAR 25 2015**

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS AND EXECUTE THE GRANT AGREEMENT BETWEEN THE CITY AND THE BLOOMBERG FAMILY FOUNDATION INC. TO CREATE AND SUPPORT AN INNOVATION TEAM**

- 3. The Office of Budget and Management is authorized to establish a grant account in the amount of \$2,250,000 for that certain grant known as the "The Bloomberg Family Foundation Grant", which shall be utilized in the year 2015 and/or thereafter.

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

APPROVED AS TO LEGAL FORM

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

*Joanne Monahan*  
702 Corporation Counsel

Business Administrator

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

**RESOLUTION FACT SHEET – 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 FUNDS AND EXECUTE THE GRANT AGREEMENT BETWEEN THE CITY AND THE BLOOMBERG FAMILY FOUNDATION INC. TO CREATE AND SUPPORT AN INNOVATION TEAM**

**Initiator**

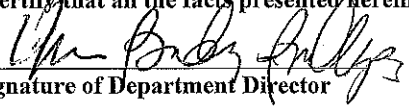
Department/Division	Mayor's Office	
Name/Title	Vivian Brady-Phillips	Deputy Mayor
Phone/email	(201) 547- 5200	VBrady-Phillips@jcnj.org

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

**Resolution Purpose**

**To authorize the City of Jersey City to accept funds and execute the Grant Agreement between the City and the Bloomberg Family Foundation Inc. for the purpose of creating an innovation team or "i-team" within the City to be executed over three years.**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/2/15  
Date



# City Council Replacement Cover Sheet

Submitted By	Brian Platt
Department	Mayor's Office
Date Submitted	3/25/15
Pls. note Revisions and Page Number	page 5: budget date now April 30 (from Apr 3)
	page 9: OPRA language added in section 15

**GRANT AGREEMENT**

GRANT AGREEMENT (hereinafter referred to as the "Agreement") made as of January 1, 2015 by and between The Bloomberg Family Foundation Inc. (the "Foundation") and the City of Jersey City (the "Grantee").

WHEREAS, the Foundation has created an initiative with the purpose of helping mayors and city leaders to develop and implement effective solutions to their highest-priority problems through the use of innovation teams or i-teams (as defined below), as more fully described in Schedule A attached hereto (the "Initiative");

WHEREAS, the Grantee is well positioned to benefit from the Initiative and agrees to the provisions herein; and

WHEREAS, the Foundation wishes to make a donation to the Grantee as part of the Initiative whereby the Grantee will create an innovation team, as described below.

NOW, THEREFORE, THE FOUNDATION AND THE GRANTEE AGREE AS FOLLOWS:

1. Grant. The Foundation pledges and agrees that it will make grants to support the Program, as defined below in an amount not to exceed \$2,250,000 in cash (hereinafter sometimes referred to as the "Grant" and the "Grant Funds"). Grant Funds shall be available during the period beginning on the date of this agreement and ending on December 31, 2017 (the "Grant Term"). Grant Funds shall be paid in U.S. Dollars. Grant Funds will be paid in three installments after receipt by the Foundation of the enclosed countersigned copy of this Agreement and according to the following payment schedule and instructions for payment:

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Contingent Upon</u>
On or before March 27, 2015	Not to Exceed \$750,000	<ul style="list-style-type: none"> <li>• Receipt of countersigned copy of this Agreement</li> <li>• Hiring of Innovation Team Director</li> </ul>
On or before February 29, 2016	Approved 2016 Budget	<ul style="list-style-type: none"> <li>• Satisfaction of matching requirements described in Section 5</li> <li>• Satisfaction of benchmarks described in Schedule A</li> <li>• Timely reports and satisfactory progress with respect to the Program</li> <li>• Compliance with all other terms of this Agreement</li> </ul>
On or before February 28, 2017	Approved 2017 Budget	<ul style="list-style-type: none"> <li>• Satisfaction of matching requirements described in Section 5</li> <li>• Satisfaction of benchmarks described in Schedule A</li> <li>• Satisfaction of the sustainability requirement described in Schedule A</li> <li>• Timely reports and satisfactory progress with respect to the Program</li> <li>• Compliance with all other terms of this Agreement</li> </ul>

2. Purpose. The Grant shall be used by the Grantee to create and support an innovation team (or "i-team") that will function as an in-house innovation consultancy, moving from one city priority to the next. In particular, the innovation team shall use the "Innovation Delivery" approach, supporting agency leaders and staff through a data-driven process to assess problems, generate responsive new interventions, develop partnerships, and deliver measurable results in accordance with the requirements set forth on Schedule A attached hereto (the "Program"), and to engage in other activities as are consistent with the Program as outlined in this Agreement and the schedules attached hereto, including the Program budget as set forth on Schedule B attached hereto (the "Program Budget" or the "Budget").

3. Use of Grant Funds.

(a) Scope and Budget. Under United States law, Grant Funds may be expended only for charitable, scientific, literary or educational purposes. This Grant is made only for the purposes stated in this Agreement and the schedules attached hereto, and it is understood that Grant Funds shall be used for such purposes in accordance with the Program Budget described in Section 3(b). Any Grant Funds not expended or committed for the purposes of the Grant, or within the period stated above, must be returned to the Foundation, unless otherwise authorized in writing by the Foundation.



(b) Budget. The Program Budget has been developed to cover all costs related to the Program and the Foundation's funding of the Program. The Program Budget is currently allocated among budget lines based on the Grantee's and the Foundation's estimates of the appropriate allocation. On the date hereof, the Grantee shall provide to the Foundation as Schedule B hereto a draft Program Budget. The Grantee and the Foundation shall work together to make any further changes to such draft, and if the Grantee has not provided to the Foundation final annual Budgets (incorporating any agreed-upon changes) satisfactory to the Foundation by the dates provided in Section 4(c), the Grantee shall return any unexpended or uncommitted Grant Funds to the Foundation, and the Foundation shall have the right to discontinue funding the Program or cancel the Grant with respect to any then undistributed Grant Funds. Once approved by the Foundation, the final annual Budgets shall supersede and replace the Program Budget initially attached hereto as Schedule B. The Grantee must adhere to the Program Budget. Any budgetary changes for activities not included in the Program must receive prior Foundation approval. The Foundation reserves the right to withhold funding if said expenditures are not consistent with the Program or in accordance with the Program Budget. In addition, indirect costs can in no event represent more than 10% of the Program Budget. For the purposes of this Agreement, indirect costs shall mean those costs that have been incurred by the Grantee that cannot be identified specifically in reference to a particular program but relate to several programs, including the Program. The Grantee must deposit the Grant Funds in an interest-bearing account or other short-term investment vehicle and must apply any interest earned to the Program. Any additional income related to Grant Funds, including but not limited to dividends, interest or appreciation must be used for the Program. Interest earned must be reported to the Foundation in the Financial Report (as defined below).

(c) Key Persons. In order to ensure that the work of the innovation team is not jeopardized, it is critical that the Grantee quickly fills vacancies, should they occur, with well-qualified candidates. The Grantee shall notify the Foundation within 3 business days if a member of the innovation team (the "Key Persons") resigns or otherwise ceases to be employed by the Grantee. The Foundation shall have the right to discontinue funding the Program or cancel the Grant with respect to any then undistributed Grant Funds if (a) any vacant position is not filled within 60 days after such notification with a person possessing similar skills and capabilities, as determined by the Foundation in its sole discretion, (b) the Foundation has not been provided with documentation demonstrating that the person hired to fill such vacancy is well-qualified to fill the position, or (c) such Key Person does not again begin devoting substantially all of his or her business time to the Program within a reasonable amount of time as determined by the Foundation.

(d) Restrictions on Distribution of Grant Funds. The Grantee acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. The Grantee will take all precautions necessary to ensure that none of the Grant Funds will be used in support of or to promote violence, terrorist activity or related training, whether directly through its own activities and programs, or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities. In addition, the Grantee confirms that no Grant Funds will be paid to, or on behalf of, U.S. Government officials.

(e) Sub-Grants and Sub Contracts. The Grantee shall not be permitted to use any portion of the Grant Funds to make sub-grants to other organizations or individuals. It is understood that the Grantee may make sub-contracts in connection with the Program. The Grantee has the exclusive right to select such sub-contractors for the Program. The Foundation has not earmarked the use of the Grant Funds for any specific sub-contractor. The Grantee is responsible for ensuring that all sub-contractors use the Grant Funds for the purposes of the Grant and the Program. The Grantee shall not, and shall require that its sub-contractors funded with proceeds of the Grant Funds not, make any statement or otherwise imply to donors, investors, media or the general public that the Foundation directly funds the activities of any sub-contractor.

(f) Promotion of the Program. The Grantee shall (i) work with the Foundation to maximize ongoing media opportunities including but not limited to Mayoral events, press releases, social media promotion (ii) participate in, and provide leadership with respect to, creating communities of interest in the Program and (iii) work with the Foundation and consultants hired by Bloomberg Philanthropies to document the Program by facilitating and/or producing publications, audio or video programming, film or other media regarding the Program. Further requirements with respect to promotion of the Program are set forth in Schedule A attached hereto.

(g) Cooperation with Consultants. The Grantee shall cooperate with and provide information to the consultants provided by the Foundation to serve as a learnings and technical assistance partner on the Program. Such cooperation shall include participating in routine calls, periodic meetings and site visits, and providing information about the Program when requested.

#### 4. Reporting.

(a) Financial Reports. The Grantee shall provide financial reports reflecting expenditures according to the line-item categories of the Program Budget as of the end of the applicable reporting period as well as any interest earned, as described further in Section 3(b).

(b) Narrative Reports. The Grantee shall provide narrative accounts of what has been accomplished by the expenditure of Grant Funds (including an assurance that the activities under the Grant and the Program have been conducted in conformity with the terms of this Agreement). The narrative reports shall also include copies of any media coverage of the Program and two copies of any publication, audio or video program, film or other media project produced by the Grantee under this Grant for archival, research or presentation purposes. The Foundation shall have the right to make, or obtain from the Grantee, additional copies of any Grant product and to disseminate such products.

(c) Specific details and formats for all reports will be shared at a later date. All reports should be submitted electronically to the attention of [reports@bloomberg.org](mailto:reports@bloomberg.org) and [governmentinnovation@bloomberg.org](mailto:governmentinnovation@bloomberg.org) on or by the following dates:

<b>Report Type</b>	<b>Report Requirements</b>	<b>Report Due Date</b>
Budget	Final Budget for 2015, including detailed OTPS spending projections for 2015	April 30, 2015
Financial / Narrative	Activity for the period from January 1, 2015 through June 30, 2015	August 3, 2015
Budget	Proposed Budget for the period from January 1, 2016 through December 31, 2016	October 30, 2015
Financial / Narrative / Match Certification	Financial Report – activity for the period from January 1, 2015 through December 31, 2015 Narrative Report – activity for the period from July 1, 2015 to December 31, 2015 Matching Requirement – certification required by Section 5.	February 1, 2016
Financial / Narrative	Activity for the period from January 1, 2016 through June 30, 2016	August 1, 2016
Budget	Proposed Budget for the period from January 1, 2017 through December 31, 2017	October 31, 2016
Financial / Narrative / Match Certification	Financial Report – activity for the period from January 1, 2016 through December 31, 2016 Narrative Report – activity for the period from July 1, 2016 to December 31, 2016 Matching Requirement – certification required by Section 5.	February 1, 2017
Financial / Narrative	Activity for the period from January 1, 2017 through June 30, 2017	August 1, 2017
Financial/Narrative Final Report	Activity for the period from January 1, 2015 through December 31, 2017.	February 2, 2018

(d) The Grantee may be required to submit additional reports as requested by the Foundation (format to be specified by the Foundation) on Program progress.

(e) If any report is not submitted, further payments, if any, under this Grant or under any other Foundation grant to the Grantee may be withheld,

5. Matching Requirement. The purpose of the match requirement is to accelerate impact in the Grantee's priority areas by generating new resources. The "Matching Requirements" shall consist of the following conditions and shall be satisfied if the following conditions are met:

(a) The Grantee shall match the Grant Funds by raising a total amount equal to at least \$750,000 (the "Matching Funds"). One-half of the Matching Funds shall be secured by February 1, 2016 and the balance shall be secured by February 1, 2017.

(b) By each of February 1, 2016 and February 1, 2017, the Grantee shall provide a certification of the amount that has been raised by the Grantee during the preceding year in compliance with this Section 5, including information about amounts paid, amounts pledged and amounts received in respect of prior pledges in fulfillment of the Matching Requirement.

(c) Pledged amounts, outright grants or gifts, or amounts appropriated through the Grantee's budget-setting process (but only to the extent that the annual appropriations during any matching period exceed the annual appropriation that existed prior to the date of this Agreement), which are designated to be used to support the Initiative and/or the innovation team and which are made in cash are eligible for Matching Requirement purposes, unless otherwise agreed to by the Foundation. In addition, Matching Funds shall be used as specified in Schedule A attached hereto.

(d) If the Grantee has not fulfilled the Matching Requirement during the required period, the Foundation's obligation to disburse any unpaid portion of the Grant Funds shall, in the Foundation's sole discretion, terminate and, with respect to those Grant Funds already disbursed by the Foundation but not matched by the Grantee, the Foundation shall review the Grantee's position and determine if (i) the Grant Term and matching period should be extended, (ii) the unmatched portion of the Grant Funds should be returned to the Foundation or (iii) other options should be pursued.

6. Record Maintenance and Inspection. The Grantee shall make its books and records related to the Program available for inspection at reasonable times by the Foundation or its assignee. The Grantee shall maintain records of expenditures, as well as copies of the reports submitted to the Foundation, for at least four years after completion of the use of the Grant Funds. The Foundation may monitor and conduct evaluations of Grantee operations under the Grant. Such monitoring may include the Foundation's personnel or assignees: (i) visiting the Grantee to observe the Program, (ii) speaking with Grantee staff members regarding the Program and (iii) conducting a review of financial records related to the Program.

7. Prohibition on Lobbying and Other Compliance with Tax Laws. Grant Funds may not be used by the Grantee:

(a) to carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any

other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;

(b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;

(c) to engage in activities that require any person actively involved in the Program to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or

(d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.

8. Grantee Representation. The Grantee represents that conduct by the Grantee of the activities described in Schedules A and B hereto in the manner described therein shall not cause the Grantee to be in violation of any federal, state, local or municipal law, rule, regulation or ordinance. The person signing this Agreement on behalf of the Grantee represents and certifies that she or he has full, express power and authority to do so.

9. Compliance. If the Foundation is not satisfied with the progress of the Program or the content of any written report or the management of the Grantee, the Foundation shall have the right to suspend or discontinue the funding of the Program or to cancel the Grant with regard to any unused or undistributed Grant Funds.

10. Intellectual Property. The Grantee hereby grants to the Foundation a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise exploit and sublicense, in all languages and all media now known or hereafter developed, all written work or other materials of any nature created by it under this Agreement (the "Work"). The Grantee acknowledges and agrees that no royalties will be paid for such license or use, total consideration being the grant described in this agreement.

11. Warranty/Indemnity. The Grantee represents, warrants and covenants that the Work is original and that it is the sole creator of the Work, except for any material incorporated into the Work created or owned by third parties, from whom the Grantee has obtained or will obtain, at its expense, all licenses necessary to incorporate and use such third-party material in the Work, including the right to sublicense to the Foundation such material incorporated into the Work. The Grantee further represents, warrants and covenants that the Work does not and will not contain any matter that is obscene or libelous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law. The Grantee will indemnify and hold the Foundation, its licensees and assigns, harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees,

arising as a result of the breach or alleged breach of these representations, warranties and covenants.

12. Grant Announcements and Public Reports.

(a) Grantee's Acknowledgement. The Grantee agrees to acknowledge the Foundation's funding, as described below, in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the Program (together, "Media Releases"). Any Media Release that refers to the funding source of the Grant shall: (1) refer to "Bloomberg Philanthropies" rather than to the Foundation itself; and (2) shall link to Bloomberg Philanthropies' website ([www.bloomberg.org](http://www.bloomberg.org)). The Grantee shall provide copies of all Media Releases to the Foundation and obtain the Foundation's consent prior to publication or distribution in any format of any Media Release. To the extent that the Grantee provides Media Releases to the Foundation, the Grantee represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sublicense) all works contained or used in the Media Releases.

(b) Foundation Acknowledgement. The Foundation agrees that all trademarked or copyrighted works owned by the Grantee (including but not limited to logos, written material, photos, and other similar works provided by the Grantee to the Foundation) and provided to the Foundation, in any media, shall remain the property of the Grantee. To the extent that the Grantee provides any Media Release (and works contained therein) or trademarked or copyrighted works to the Foundation, the Grantee represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sublicense) all such works. Furthermore, the Grantee provides to the Foundation a perpetual, non-exclusive, worldwide, royalty-free and fully paid-up, sub-licensable (to affiliates) license, or sub-license, as the case may be, to use, display, reproduce, publicly perform, and make derivative works of, all such works, regardless of whether such works were created with the Grant Funds. The Foundation has the right to publicly acknowledge and announce, at its sole discretion, any relationship between the Foundation and the Grantee. Bloomberg Philanthropies' web site may include a brief description of the Grant. On occasion, Bloomberg Philanthropies also posts grantees' publications and other related items on its website.

13. Initiative Coordination. The Grantee acknowledges that the success of the Program and of the Initiative is dependent upon the sharing of information, and cooperation generally, among partners in the Initiative. Accordingly, the Grantee shall submit updates, at the times and in the format requested by the Foundation, about Program status, contacts and other requested topics in order to keep the other partners in the Initiative apprised of developments concerning the Initiative and in order to prevent duplication of efforts and achieve maximum Program impact.

14. Representations and Covenants. The Grantee represents, warrants and covenants to the Foundation that (a) it has and shall maintain during the Grant Term the proper licenses and rights to perform the activities described herein; (b) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations including, but not limited to, all environmental, safety and health and labor and employment (including those

addressing discrimination, harassment and retaliation) laws, rules and regulations, and it shall remain in compliance during the Grant Term; (c) it is in compliance with all applicable affirmative actions laws and regulations, including but not limited to Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Jobs for Veterans Act of 2003, and Section 503 of the Rehabilitation Act of 1973; (d) it has established adequate safety standards and protocols and that its personnel shall follow such standards and protocols and be in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (e) it shall instruct its personnel in any safety standards and protocols promulgated by the Foundation, or the management of a facility occupied by the Foundation, and that its personnel shall follow such standards and protocols; (f) the personnel shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the activities under this Agreement; (g) the personnel are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if applicable; and (h) it shall use reasonable efforts to avoid employing any persons or using any labor, or using or having any equipment, or permitting any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this Agreement. At any time, the Foundation may request the Grantee to present copies of its programs, policies and/or documentation as to any training provided by it to its personnel including, but not limited to, OSHA-related training.

15. Confidentiality. Each party recognizes that it will have access to information of a proprietary or confidential nature owned by the other party. The parties acknowledge that the information they share with each other is proprietary, private and confidential. As such, each party agrees to keep such information in strictest confidence and protect it from disclosure; provided that the parties may disclose such information as required by law, including, but not limited to, the New Jersey's Open Public Records Act (N.J.S.A. 47:1A-1 et seq.). Each party hereby waives any and all right, title and interest in and to such proprietary information of the other and agrees to return all physical copies, and destroy all electronic copies, of such proprietary information, except as otherwise agreed, at their expense, upon the expiration or termination of this Agreement.

16. Governing Law. Except as noted in Section 15 hereof, this Agreement shall be interpreted in accordance with the laws of the State of New York.

17. Miscellaneous. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, when taken together shall constitute one and the same instrument. This Agreement shall be binding upon, inure to the benefit of, and may be enforced by, each of the parties to this Agreement and its successors and permitted assigns. Each provision of this Agreement shall be considered separable, and if, for any reason, any provision or provisions hereof are determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein. This Agreement shall not be assigned without the prior written consent of the Foundation. This Agreement, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic

mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Any consent required to be given in writing hereunder may be given by electronic mail.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures as of the date first written above:

By: Patricia E. Harris

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

The Bloomberg Family Foundation Inc.

City of Jersey City

Name: Patricia E. Harris

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

one of two originals

IN WITNESS WHEREOF, the parties to this Agreement have affixed their signatures as of the date first written above:

By: Patricia Harris

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

The Bloomberg Family Foundation Inc.

City of Jersey City

Name: Patricia E. Harris

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

two of two originals

## Schedule A Program Description

### Overview

Cities are uniquely able to innovate and transform citizens' lives, but face many barriers to developing and implementing solutions to tough challenges. The Foundation's Innovation Teams Program was created to provide cities with a method to address these barriers and deliver change more effectively to citizens. Using the tested, successful Innovation Delivery approach, innovation teams (i-teams) greatly reduce the risks associated with innovation, and provide mayors and city leaders with assurance in their ability to develop and implement effective solutions to their highest-priority problems.

Innovation teams function as in-house innovation consultants, moving from one city priority to the next. Innovation teams support agency leaders and staff through a data-driven process to assess problems, generate responsive new interventions, develop partnerships, and deliver measurable results.

Innovation teams unlock the creativity that already exists within city governments. These teams take partners and stakeholders through the steps of the Innovation Delivery approach to tackle big, challenging urban issues. Innovation teams are not responsible for implementing the initiatives and solutions developed using the approach. Direct implementation responsibility lies with partners within city government that collaborate with the i-team throughout the innovation and solution-development process, and then assume responsibility for execution as the i-team's role shifts to performance management. This division of responsibility enables the i-team to be continually deployed to new challenges.

Grant Funds allow mayors to hire and fund dedicated i-teams for up to three years. In addition to the Grant Funds, cities receive:

- Training: instruction on the tested, successful Innovation Delivery approach and associated open innovation techniques
- 1:1 Coaching: technical assistance, connections to experts, and additional individualized support
- Practitioner Community: connections to peers and resources in other cities, both virtually and through dynamic in-person convenings
- Playbook and Tools: step-by-step guide and associated tools and templates.

### Budget

Grant Funds may be used for the salaries and benefits of i-team members (Personnel Services or PS) and for expenses related to the i-team's work (Other Than Personnel Services or OTPS). Grant Funds cannot be used for the direct implementation of programmatic initiatives the i-team is project managing. Matching funds can be used for PS, OTPS, as well as for the direct implementation of programmatic initiatives. Specific spending of Grant Funds for each grant year will be reviewed and approved according to the schedule below. Any deviations of 10% or more from any approved line item will require additional approval prior to expenditure.

<b>Period</b>	<b>Budget Submitted</b>	<b>Budget Approved</b>
January 1, 2015 – December 31, 2015	- Overall budget submitted through grant solicitation process in 2014 - Specific OTPS spending projections due April 30, 2015	May 22, 2015 ( <i>Any OTPS expenditure of \$20,000 or more prior to the approval of the OTPS budget requires email approval prior to purchase</i> )
January 1, 2016 – December 31, 2016	October 30, 2015	November 30, 2015
January 1, 2017 – December 31, 2017	October 31, 2016	November 30, 2016

***Personnel Services***

Each i-team shall have a director who reports to the Mayor or other senior staff member as approved by the Foundation. Beyond a director, the composition of the i-team can be customized to align with both the existing capacity in the mayor's office and the specific needs of the city.

- a. Salaries of i-team members shall be commensurate with other city staff at similar levels.
- b. Fringe benefits for i-team members shall be provided commensurate with other city staff at similar levels.
- c. Work space and equipment provided for i-team members (computer, printer, phone, blackberry, etc) shall be commensurate with other city staff at similar levels.
- d. Innovation team members should allocate their time to Innovation Delivery activities as outlined in this Agreement according to the FTE percentages in the Grantee's approved budget.
- e. Grant Funds cannot be used to fund pre-existing staff positions.
- f. The Foundation must be notified within 3 business days when an i-team member resigns or is terminated for any reason. An appropriately qualified replacement must be hired within 60 days of a position becoming vacant during the term of the grant.

***Other Than Personnel Services (OTPS)***

Grant Funds may also be used for OTPS expenses directly associated with the i-team's work.

- a. Eligible OTPS expenditures include, but are not limited to: consultancy services, graphic design and printing, independent evaluation, travel, and training (including training of agency staff working on the priority projects).
- b. Grant Funds cannot be used to support the direct implementation of programmatic initiatives the i-team is project managing.

### **Matching Funds**

The purpose of the Matching Requirement is to accelerate impact by generating *new* resources (public or private) for the i-team's efforts. The Grantee will be expected to match the grant at a 1:3 ratio (1 matched dollar for every 3 grant dollars). Half of the required match must be raised by February 1, 2016. The balance must be raised by February 1, 2017. Moving a grant-funded i-team position onto the public budget would count towards the match. In-kind contributions of existing staff time would not count towards the match. Matched dollars are typically used for implementation costs associated with initiatives developed by the i-team.

### **Scope of Work: Innovation Delivery**

Innovation teams use the Foundation's tested Innovation Delivery approach, support agency leaders and staff through a data-driven process to assess problems, generate responsive new interventions, develop partnerships, and deliver measurable results. As such, the core of the i-team's activities fall within the four Innovation Delivery steps, as articulated in the Innovation Delivery Playbook. These four steps are repeated each time the i-team takes on a new priority.

1. Investigate the Problem: the i-team will work with partners in city government to move through a broad and deep research process to investigate the identified problem(s). This includes moving from a broad priority area to specific challenges, learning deeply about the causes of these challenges, and determining how to measure progress. This work requires the i-team to:
  - a. Build relationships and collaborate with relevant agencies;
  - b. Create a list of preliminary challenges;
  - c. Work to understand the problem by assessing available data (current and historical), mapping the city's current and past efforts to address the problem, identifying the key contributing issues, and placing the problem in context by exploring how other cities are tackling it;
  - d. Finalize a list of challenges and contributing issues, surfacing those that are genuinely important to city leadership and where there is the greatest potential for impact; and
  - e. Select metrics for each challenge and set preliminary challenge targets.
2. Generate New Ideas: the i-team and its partners will engage in an extensive process to develop a set of potential innovative solutions for the identified challenges. This work requires the i-team to:
  - a. Identify solutions that have worked or are working in other cities, connecting (in person and virtually) with practitioners that have experience working to address the issue; and
  - b. Incorporate open innovation techniques, including, but not limited to engaging end-users and crowd-sourcing.
3. Prepare to Deliver: the i-team will winnow down the set of potential innovative solutions generated in step two to those with the strongest likelihood of achieving impact and ensure that there are clear and appropriate plans for delivery. This requires the i-team to work with relevant agencies and partners to:
  - a. Select a set of initiatives and develop logic models to ensure the initiatives are reasonably positioned to achieve intended impact;

- b. Confirm an “owner” and “sponsor” for each initiative;
  - c. Agree upon ambitious, but achievable targets; and
  - d. Develop a charter and detailed implementation plan for each initiative, including budgets and securing funding as required.
4. Deliver and Adapt: the i-team will pivot its efforts towards project and performance management. Specifically, the i-team will:
- a. Establish delivery routines to help the city implement initiatives with discipline, stay focused on progress toward targets, and coordinate efforts to quickly overcome obstacles;
  - b. Keep the Mayor (and other city leadership) informed and engaged in key decision-making;
  - c. Ensure effective coordination between agencies and relevant stakeholders where applicable;
  - d. Communicate work to relevant audiences; and
  - e. Transition initiatives out of the i-team’s active portfolio, as key benchmarks and targets are achieved, so that the i-team can be deployed to the next priority.

**Scope of Work: Priorities**

Innovation teams work on their city’s top priorities, moving from one priority to the next. The i-team will initially focus on economic development by revitalizing under-utilized commercial corridors. During this time, the i-team should not be given other assignments. The i-team is expected to begin work on additional priorities no later than June 30, 2016. Changes to the scope of the i-team’s work over time (e.g., changing or adding priorities) must be presented to the Foundation for approval.

- a. Innovation Delivery provides a tested method for addressing the most pressing issues facing a city. Issues that are ripe for the i-team are often challenges where the solution spans multiple agencies or stakeholders, and where there is demand and appetite for bold, new thinking.
- b. Innovation teams use a structured approach for bringing innovation to tough challenges and delivering results. These teams are not meant to execute existing plans or solutions. With an i-team, cities can take a fresh and comprehensive look at an issue and challenge assumptions about the nature of the problem. Grounded in that data, the i-team seeks new and better ways to address the issue. If there is already clarity around the nature of the problem and the solutions to address it, it is not a fit for the i-team.

**Scope of Work: Benchmarks**

The Grantee will be expected to achieve the following benchmarks in 2015. Similar benchmarks (tied to Innovation Delivery steps) will be established for subsequent years as the i-team moves on to new priorities.

Benchmark	Target for Completion
<i>Getting Started</i>	
- Determine and communicate priority areas	February 2, 2015
- Hire Innovation Team Director	February 27, 2015
- Hire full i-team	April 24, 2015
<i>Step 1: Investigate the Problem</i>	
- Finalize list of challenges	June 1, 2015
- Select metrics for each challenge	
- Establish preliminary impact targets	June 15, 2015
<i>Step 2: Generate New Ideas</i>	
- Develop idea generation work plan	June 15, 2015
- Preliminary list of initiative ideas	August 14, 2015
<i>Step 3: Prepare to Deliver</i>	
- Complete logic models for each challenge	September 1, 2015
- Prioritize initiatives and select based on feasibility and impact	September 15, 2015
- Finalize challenge and initiative targets	
- Draft charters for each initiative, including key work streams	October 30, 2015
- Map initiatives onto a single calendar	
- Complete initiative implementation plans	
<i>Step 4: Deliver and Adapt</i>	
- Set plan for routine delivery updates, including: <ul style="list-style-type: none"> <li>1. Weekly (or more) initiative check-ins between Project Managers and Owners</li> <li>2. Weekly Updates within the Team</li> <li>3. Twice-monthly memos, or other formalized updates, from the Team to the Mayor</li> <li>4. Monthly "Stocktakes" with senior leadership and the Mayor</li> <li>5. Semi-annual in-depth reviews</li> </ul>	November 6, 2015
- Public announcements on initiative launches (delivery begins)	November 6, 2015

#### **Scope of Work: Spreading the Innovation Delivery Approach**

In addition to their work applying the Innovation Delivery approach to specific and approved priorities, the i-team will work to spread Innovation Delivery tools and techniques throughout city government, regardless of the priority. Examples include, but are not limited to:

- a. Working with human resources staff to add an Innovation Delivery module to the training curriculum for new hires;
- b. Rotating junior staff members from other departments on and off the i-team to expose them to the i-teams practices;
- c. Hosting professional development sessions for staff interested in learning more about open innovation or other Innovation Delivery techniques; or

- d. Providing training support to another city team interested in applying Innovation Delivery to their priorities.

#### **Technical Assistance, Training, and Network Activities**

Bloomberg Philanthropies and its partners will regularly meet with i-teams, both virtually and in-person for required technical assistance, training, and networking activities. These required activities include, but are not limited to, phone calls, in-person convenings, and web dialogues. Travel expenses for any required in-person events will be covered by Bloomberg Philanthropies and its partners.

#### **Media**

The Grantee shall work with the Foundation and its partners to maximize ongoing media opportunities for the i-team and its efforts. This shall include, but not be limited to:

- a. Regular (at least twice monthly) mention of the i-team and it's work in social media, using the i-teams hashtag (#iteams);
- b. Monthly submission of at least four high-resolution images related to the i-team's work for use in social and other Bloomberg Philanthropies' media;
- c. Mayoral announcements for the launch of initiatives developed by the i-team; and
- d. Regular (at least semi-annual) public updates on progress of initiatives developed by the i-team, and the i-team's impact on local government problem solving.

Any press releases or other public materials should be shared with the Foundation in advance of publication for review and approval.

#### **Sustainability**

Prior to the end of the second year of the grant, the Grantee shall develop and execute a strategy to secure public funding to sustain the i-team beyond the Grant Term. The third year of funding is contingent on the city acquiring public funding for a portion of the i-team personnel services expenses by the conclusion of the second year. Specifically, the grantee must minimally secure funding for the director's salary and benefits (or the most senior grant-funded position if not the director), by the conclusion of the second year.



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

City Clerk File No. Res. 15.223

Agenda No. 10.Z.14

Approved: MAR 25 2015

TITLE:



**RESOLUTION AUTHORIZING A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2015-2019, ANNUAL ACTION PLAN & UPDATE THE CITY'S ANALYSIS OF IMPEDIMENTS (AI) TO FAIR HOUSING PLAN**

COUNCIL offered and moved adoption of the following resolution:

**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 City of Jersey City received an extension from HUD to submit its Consolidated Plan by June 15, 2015; 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 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**, the U.S. Department of Housing and Urban Development (HUD) defines affirmatively furthering fair housing as:

- Conducting an analysis to identify impediments to fair housing choice within the jurisdiction
- Taking appropriate actions to overcome the effects of any impediments identified through the analysis
- Maintaining records reflecting the analysis and actions taken; and

**WHEREAS**, it is necessary for the City to update its Analysis of Impediments to Fair Housing (AI); and

**WHEREAS**, in February 2015 the City issued a Request for Proposals for the preparation of the Five Year Consolidated Plan for the period of 2015 – 2019, the Annual Action Plan and update the AI; and

**WHEREAS**, one (1) vendor successfully responded to the City's Request for Proposals as outlined in the attached summary; and

**WHEREAS**, after reviewing and scoring the proposal, it is recommended that the City contract with Mullin & Lonergan Associates for the preparation of the Five Year Consolidated Plan, Annual Action Plan and update the Analysis of Impediments to Fair Housing Plan; and

**WHEREAS**, Mullin & Lonergan Associates has extensive experience in preparing Consolidated Plans and AI's, in addition they prepared the City's 2010-2014 Consolidated Plan and AI. Their cost is within the City's budget for the project; and

**WHEREAS**, funds in the amount of \$68,960 are available in Account No.56-200-56-851-918

TITLE:

**MAR 25 2015**

**RESOLUTION AUTHORIZING A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2015-2019, ANNUAL ACTION PLAN & UPDATE THE CITY'S ANALYSIS OF INPEDIMENTS (AI) TO FAIR HOUSING PLAN**

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:

- 1) A contract not to exceed \$68,960 is awarded to Mullin & Lonergan Associates (M&L) for the preparation of the City's Five Year Consolidated Plan, Annual Action Plan and update of the Analysis of Impediments to Fair Housing Plan.
- 2) The term of the contract shall be approximately one (1) year beginning March 26, 2015 and expiring March 25, 2016.

I, Donna Mauer, hereby certify that sufficient funds in the amount \$68,960 are available in Account No. 56-200-56-581-918 (PO Number 116687).

Donna Mauer  
Donna Mauer, Chief Financial Officer

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

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

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

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

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2015-2019 ANNUAL ACTION PLAN & UPDATE THE CITY'S ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING PLAN**

**Project Manager**

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulla@jcnj.org

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

**Contract Purpose**

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)**

\$68,960.00

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

One (1) year

Type of award

If "Other Exception", enter type

**Additional Information**

The City has requested the extension of time due to the fact that the FY2015 funding allocation amounts were recently released. As a result, the requirements for the Plan submission have not yet been completed. In accordance with the regulations at 24CFR91.20, the U.S. Department of Housing and Urban Development's (HUD) Newark Field Office has determined that the City has established a good cause basis consistent with the principles of consolidated planning.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/19/15  
Date

**DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT COMMERCE**  
**DIVISION OF COMMUNITY DEVELOPMENT**  
**Five-Year Consolidated Plan**  
**Annual Action Plan, and**  
**Update to Analysis of Impediments to Fair Housing Choice**

EVALUATION RESULTS: MULLIN & LONERGAN ASSOCIATES

PROPOSED COST: \$68,960

		Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5		
		Carmen	Rodney	Erin	Mario	Millie	Average	
Qualifications	Best Possible Score							
1.	Fee proposal and schedule timeline with the ability to meet City and HUD deadlines (a must)	12	12.5	15	10	15	12.9	
2.	Overall responsiveness to this RFP and ability to satisfy HUD's submittal deadlines and requirements.	15	15	15	15	15	15	
3.	Knowledge of, or ability to acquire knowledge of, local issues and interested parties in Jersey City and Hudson County	14	15	15	10	14	13.6	
4.	Experience with fully preparing and submitting successful Consolidated Plan and other required documents	15	15	15	12	15	14.4	
5.	Familiarity with applicable Local, State and Federal laws	10	10	10	10	9	9.8	
6.	Approach to overall preparation of the required documents as required by HUD	9	10	10	8	10	9.4	
7.	Approach to public outreach	7	10	8	8	8	8.2	
8.	Information obtained via reference checks and from other sources regarding a Respondent's experience and reputation	5	5	5	5	5	5	
9.	Relevant qualifications of personnel	4	5	5	5	5	4.8	
<b>TOTALS</b>		<b>100</b>	<b>91</b>	<b>97.5</b>	<b>98</b>	<b>83</b>	<b>96</b>	<b>93.1</b>

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

City Clerk File No. Res. 15.224

Agenda No. 10.Z.15

Approved: MAR 25 2015



**TITLE: RESOLUTION BINDING THE CITY OF JERSEY CITY, NJ TO PURCHASE ELECTRIC GENERATION SERVICES THROUGH THE HUDSON COUNTY COOPERATIVE PRICING SYSTEM ("HCCPS") BID (ID# 83-HCPS)**

**WHEREAS**, the Hudson County Cooperative Pricing System (hereinafter referred to as "HCCPS") was formed by the County of Hudson, with the County acting as Lead Agency, to effect substantial economies in the provision of goods and services, specifically to provide the opportunity for local government units located within the County to join together with the County of Hudson to take advantage of the benefits of bulk purchasing for energy, at no out-of-pocket expense to the participating local government units or the County, and to thereby minimize the cost of electric generation service (a.k.a. electricity supply) for participating local units, and the HCCPS remains a cooperative pricing system duly-registered with the New Jersey Department of Community Affairs - Division of Local Government Service; and

**WHEREAS**, the City of Jersey City has been a Participating Member of the HCCPS and has enjoyed the electricity supply cost savings resulting from prior bids conducted by the HCCPS; and

**WHEREAS**, the HCCPS will from time to time solicit bids from electric power suppliers for electric generation services in accordance with the "Local Public Contracts Law", N.J.S.A. 40A:11-11(5), the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-91.3 ("EDECA") and the regulations promulgated thereunder; and

**WHEREAS**, the City of Jersey City ("City"), as a Participating Member of the HCCPS is eligible thereby to obtain electric generation services for its own use through one or more contracts to be awarded to electric power suppliers following said bids for electric generation services pursuant to the aggregation program; and

**WHEREAS**, due to significant volatility in the wholesale energy market there is a need for the Lead Agency to award contracts within a short period of time after the receipt of bids in order to lock-in favorable pricing; and

**WHEREAS**, the Lead Agency will from time to time issue one or more requests for Bids for electric generation services on behalf of the Participating Members of the HCCPS which are reasonably forecasted to provide estimated savings to the Participating Members based upon their previous electric usage and utility-provided Basic Generation Service tariff rates; and

**WHEREAS**, the Lead Agency will only award contracts for electric generation services to electric power suppliers that submit bids with pricing reasonably estimated to be lower than the utility-provided Basic Generation Service tariff rates; and

**WHEREAS**, the City agrees to purchase all electricity supply needed for its own use (exclusive of on-site electric generation sources) through any electric power supplier(s) awarded a contract by the Lead Agency, it being understood that the term of any one contract shall be subject to the provisions of Local Public Contracts Law; and

**WHEREAS**, the Lead Agency will notify the Department of Community Affairs' Division of Local Government Services by mail prior to the issuance of a Request for Bids for electric generation services, with the understanding that if the Division of Local Government Services does not respond within 10 business days, it will be deemed to have approved the issuance of the Request for Bids or the Request for Rebids.

TITLE:

**MAR 25 2015**

**RESOLUTION BINDING THE CITY OF JERSEY CITY, NJ TO PURCHASE ELECTRIC GENERATION SERVICES THROUGH THE HUDSON COUNTY COOPERATIVE PRICING SYSTEM ("HCCPS") BID (ID# 83-HCPS)**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, County of Hudson, State of New Jersey that the City binds itself to the HCCPS, Cooperative Pricing System #83-HCPS, to purchase all electricity supply needed for its own use (exclusive of on-site electric generation sources) from the electric power supplier or suppliers awarded a contract for electric generation services by the Lead Agency; and

**BE IT FURTHER RESOLVED** that the Lead Agency of the HCCPS Cooperative Pricing System is hereby authorized to execute a master performance agreement that obligates the City to purchase electricity at the terms and conditions stated therein with a third-party supplier or suppliers who have been awarded the contract or contracts by the Lead Agency on behalf of the Participating Members of the HCCPS, Cooperative Pricing System #83-HCPS (or any CPS number to be assigned in the future), and provided further that all such contracts shall be at prices reasonably forecast and estimated by the Lead Agency to provide savings to the City relative to the price charged for Basic Generation Service by the electric public utility that would otherwise provide such service; and

**BE IT FURTHER RESOLVED** that HCCPS is authorized to continue to bid to obtain electric generation services through a rebid if energy market conditions do not initially lead to a successful bid, on additional dates to be determined by the Lead Agency; and

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon passage. The authorization provided to the County of Hudson pursuant to the Local Public Contracts Laws (N.J.S.A. 40A: 11-11(5)), Administrative Code (N.J.A.C. 14:4-6.4) shall be valid throughout the life of the Cooperative Pricing System and its subsequent renewals. Any rescission or expiration of this resolution shall not affect any Agreements entered into prior to such rescission or expiration.

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/25/15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

15.244  
10/2/15

**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 BINDING THE CITY OF JERSEY CITY, NJ TO PURCHASE ELECTRIC GENERATION SERVICES THROUGH THE HUDSON COUNTY COOPERATIVE PRICING SYSTEM ("HCCPS") BID (ID# 83-HCPS)**

**Project Manager**

Department/Division	Administration	Administration
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	SteveM@jcnj.org

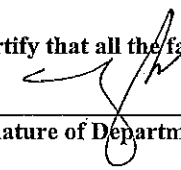
Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

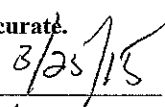
**Resolution Purpose**

Hudson County Cooperative Pricing System (hereinafter referred to as "HCCPS") was formed by the County of Hudson, with the County acting as Lead Agency, to effect substantial economies in the provision of goods and services, specifically to provide the opportunity for local government units located within the County to join together with the County of Hudson to take advantage of the benefits of bulk purchasing for energy.

This resolution binds the City to the HCCPS, Cooperative Pricing System #83-HCPS, to purchase all electricity supply needed for its own use (exclusive of on-site electric generation sources) from the electric power supplier or suppliers awarded a contract for electric generation services by the Lead Agency

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. 15.225

Agenda No. 10.Z.16

Approved: MAR 25 2015



**TITLE:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A PARTIAL RELEASE OF THE BLANKET MORTGAGE FOR TRFDP-JACKSON GREEN, LLC AND SUBSTITUTE AN INDIVIDUAL MORTGAGE AND NOTE FOR CERTAIN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 429-455 ROSE AVENUE TO BE HELD IN ESCROW UNTIL CLOSING**

**COUNCIL**

offered and moved adoption of the following resolution:

**WHEREAS**, the properties located at 429-455 Rose Avenue were acquired to effectuate the construction of twenty-two (22) single family affordable townhome units of which twelve (12) units will be subject to HOME restrictions, for a project in the Martin Luther King Drive Redevelopment Area known as "Jackson Green" (Project) as outline in Exhibit A hereto; and

**WHEREAS**, the Municipal Council of the City of Jersey City, on September 12, 2012, adopted Resolution 12-710 authorizing the City, the Jersey City Redevelopment Agency ("JCRA") and TRF Development Partners, Inc. ("TRFDP") to apply for construction financing and subsidy funding from the New Jersey Housing and Mortgage Finance Agency ("HMFA") under its Choices in Home Ownership Incentives Created for Everyone ("CHOICE") program for the Project; and

**WHEREAS**, on September 19, 2012, JCRA and TRFDP entered into a Redevelopment Agreement under which JCRA will sell the 24 parcels of property, after subdivision, for a purchase price of \$435,600.00; and

**WHEREAS**, the Redevelopment Agreement was subsequently assigned from TRFDP to TRFDP - Jackson Green, LLC ("Jackson Green"); and

**WHEREAS**, on May 29, 2013, Jackson Green closed the financing for the Project: a CHOICE construction loan from the NJHMFA for \$1,205,659.00, a CHOICE construction loan from The Reinvestment Fund (the "Lead Lender") for \$1,205,659.00, a subsidy loan from the NJHMFA for \$500,000.00, a purchase money loan of \$435,000.00 from the JCRA, and a loan from the City in the aggregate amount of \$3,033,000.00 from its CDBG, HOME and Affordable Housing Trust Fund programs (the "City Loan"); and

**WHEREAS**, Jackson Green's obligations under the CDBG, HOME and Affordable Housing Trust Fund and the City Loan is secured by the Blanket Mortgage, dated May 29, 2013, by and between the Redeveloper and the City (the "Blanket Mortgage") that provides the City with a mortgage lien on the Property; and

**WHEREAS**, the blanket mortgage to the City is to secure Jackson Green's obligation to construct and maintain the twelve (12) units as low/moderate affordable income housing for a minimum period of twenty (20) years; and

**WHEREAS**, the City at the request of TRFDP has agreed to release each unit from the Blanket Mortgage, provided that each individual property owner executes an Affordable Housing Agreement, Affordable Housing Trust Fund Mortgage and/or New Construction Mortgage and Note, in favor of the City and these documents are recorded with the Hudson County Register's Office and are substituted as a lien affecting the individual units; and

**WHEREAS**, Resolution 14.171 approved on March 26, 2014, previously authorized the execution of a partial release for seven of the twelve affordable units, including the unit at 446 Rose Avenue, however, the time limitation within which to close has expired as it concerns this particular unit; and

**WHEREAS**, Jackson Green has advised that they are anticipating that the affordable unit at 446 Rose Avenue will close within two months, and requests a partial release of this unit from the City's blanket mortgage; and



TITLE: **MAR 25 2015**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A PARTIAL RELEASE OF THE BLANKET MORTGAGE FOR TRFDP-JACKSON GREEN, LLC AND SUBSTITUTE AN INDIVIDUAL MORTGAGE AND NOTE FOR CERTAIN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 429-455 ROSE AVENUE TO BE HELD IN ESCROW UNTIL CLOSING**

**WHEREAS**, the City will require that the partial release is held in escrow by the buyer's title agent or other appropriate party until closing which shall occur no later than 45 days from the date on which a partial release for the closing unit is executed by the City. The executed Partial Release for the closing unit shall not be released from escrow and recorded unless and until the City's verification that the purchasers of the above units have executed and recorded the HOME documents, Mortgage and Note with the City; and

**WHEREAS**, the individual HOME documents, Mortgage and Note shall maintain the affordability controls on each of the units.

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

- 1) The Mayor or Business Administrator is hereby authorized to execute a Partial Mortgage Discharge for TRFDP-Jackson Green, LLC from the City's Blanket Mortgage dated May 29, 2013 in the amount of \$3,033,000.00 subject to the recordation of the substitute Affordable Housing Agreement, HOME documents, Mortgage and Note for the following unit: 446 Rose Avenue; and
- 2) The Corporation Counsel shall require that the executed Partial Release be held in escrow by the buyer's title agent (or other appropriate party) until closing which shall occur no later than 45 days from the date on which a Partial Release for the closing unit is executed by the City. The executed Partial Release for the closing unit shall not be released from escrow and recorded unless and until the City verifies that the homebuyers have executed the HOME documents applicable to the Mortgaged Property and the City receives a copy of the receipt from the Hudson County Register's Office; and
- 3) Subject to such modifications as deemed necessary or appropriate by the Business Administrator or Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within resolution.

JNF/  
03/24/15

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/25/15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

