

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

City Clerk File No. Res. 10-607

Agenda No. 10.A

Approved: SEP 15 2010

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

**COUNCIL**  
adoption of the following resolution:

**offered and moved**

WHEREAS, it is necessary to provide an additional appropriation in the Fiscal Year 2011 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 Fiscal Year 2011 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 Fiscal Year 2011 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$190,512,011.

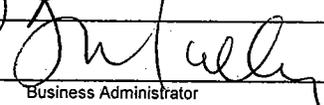
NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

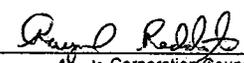
1. An emergency temporary appropriation is hereby created for:

		FROM	TO
26-305	JC INCINERATOR AUTHORITY	\$7,350,000	\$11,450,000
20-170	HEDC DIRECTOR'S OFFICE-OE	\$6,221	\$11,221
20-135	ANNUAL AUDIT COSTS-OE	\$0	\$360,000
31-432	MUNICIPAL RENT	\$819,000	\$1,119,000
26-315	AUTOMOTIVE SERVICES	\$604,459	\$754,459
20-140	RENTS	\$408,765	\$580,265
20-100	ADMINISTRATORS OFFICE SW	\$593,841	\$718,841
20-101	MANAGEMENT & BUDGET SW	\$62,396	\$87,396
20-103	REAL ESTATE OE	\$51,056	\$54,556
20-107	UTILITY MANAGEMENT SW	\$153,123	\$173,123
20-120	OFFICE OF THE CITY CLERK	\$192,413	\$217,413
25-240	POLICE SW	\$28,000,000	\$29,000,000
20-101	MANAGEMENT & BUDGET OE	\$62,396	\$64,896
26-290	DPW DIRECTOR OE	\$143,219	\$146,019
20-150	OFFICE OF TAX ASSESSOR OE	\$262,553	\$269,553
20-146	OFFICE OF ABATEMENT MGT. OE	\$57,750	\$58,150
29-390	FREE PUBLIC LIBRARY	\$2,027,428	\$2,777,428
36-478	JC EMPLOYEE RETIREMENT	\$1,484,683	\$2,084,683
23-220	EMPL GROUP HEALTH INS	\$17,500,000	\$23,900,000
26-291	BLDG & STREET MAINT.	\$677,965	\$757,965
31-435	COMMUNICATIONS- ALL DEPTS OE	\$459,725	\$719,725
20-140	INFO TECH OE	\$408,765	\$563,765

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION**

2. Said emergency temporary appropriation will be provided for in the Fiscal Year 2011 Municipal Budget.

APPROVED:   
APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Asst. Corporation Counsel

Certification Required   
Not Required

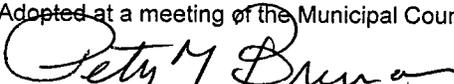
APPROVED 6-1

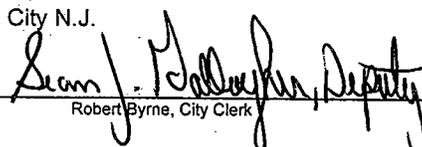
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP		✓		FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-608  
 Agenda No. 10.B  
 Approved: SEP 15 2010  
 TITLE: \_\_\_\_\_



**Resolution Authorizing the Waiver of the Twenty (20) Day Waiting Period for Ordinance 10-113.** An Ordinance supplementing Chapter 26 (Vehicles and Traffic) Article X (Schedules) Schedule 22 (Parking for the Disabled) of the Jersey City Code designating a reserved parking space at 88A Arlington Avenue; 333-375 Armstrong Avenue; 167 Beacon Avenue; 59 Bidwell Avenue; 474 Bramhall Avenue; 58 Clarke Avenue; 139A Dwight Street; 333 Fairmount Avenue; 84 Fulton Avenue; 124A Grant Avenue; 99 Irving Street; 430 Manila Avenue; 282 New York Avenue; 58 1/2 Oak Street; 14 Skyline Drive and 365 Van Nostrand Avenue and amend the reserved parking space at 291 Monticello Avenue and 76 Newkirk Street.

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

**Whereas**, at its meeting of September 15, 2010 at 6:00 p.m., the Municipal Council adopted Ordinance 10-113; and

**Whereas**, N.J.S.A. 40:69A-181(b) provides for the twenty (20) day period prior to the effective date of an ordinance after adoption unless the Municipal Council by resolution, declares an emergency; and

**Whereas**, it is necessary that this ordinance become effective immediately because a backlog exists in the processing of applications and any further delay in enacting the ordinance would cause undue pain and suffering to the applicant.

**Now, Therefore, Be it Resolved**, by the Municipal Council of the City of Jersey City that:

- (1) an emergency is hereby declared for the reason set forth herein; and
- (2) pursuant to N.J.S.A. 40:69A-181(b) the twenty (20) day waiting period prior to the effective date of Ordinance 10-113 is hereby waived so that this Ordinance is effective immediately.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
 Business Administrator

[Signature]  
 ASST. Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, 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]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-609

Agenda No. 10.C

Approved: SEP 15 2010

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY  
INVESTIGATION OF CONDITIONS OF THE MCGINLEY SQUARE STUDY AREA  
FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR  
REHABILITATION**

**WHEREAS**, pursuant to NJS 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJS 40A:12A-3, or "an area in need of rehabilitation", as defined by NJS 40A:12A-14.; and

**WHEREAS**, pursuant to NJS 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJS 40A:12A-6.b.; and

**WHEREAS**, pursuant to NJS 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

**WHEREAS**, the study area contains vacant land, dilapidated and obsolete structures, and appears to exhibit the characteristics qualifying as an area in need of redevelopment or rehabilitation; and

**WHEREAS**, the study area is consistent with the attached map labeled "McGinley Square Study Area Boundary Map" dated September 7, 2010; and

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced properties to determine if said study area qualifies as an "area in need of redevelopment" or an "area in need of rehabilitation," and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

Robert D. Cotter, Director  
Division of City Planning

APPROVED:

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

Corporation Counsel

Certification Required   
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								9/15/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

**1. Full Title of Resolution:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE MCGINLEY SQUARE STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION**

**2. Name and Title of Person Initiating the Resolution:**

Carl Czaplicki, Director, Department of Housing, Economic Development and Commerce

**3. Concise Description of the Plan Proposed in the Resolution:**

Authorizes the Planning Board to undertake a study to determine whether the Study Area meets the statutory criteria of an "area in need of redevelopment" or an "area in need of rehabilitation" warranting the adoption of a redevelopment plan for the area.

**4. Reasons for the Proposed Plan:**

This resolution authorizes the planning Board to study the area around McGinley Square consistent with the attached map labeled "McGinley Square Study Area Boundary Map" dated September 7, 2010. The study area contains vacant land, dilapidated and obsolete structures, and appears to exhibit the characteristics qualifying as an area in need of redevelopment. If the requisite conditions are determined to exist, it allows for the review and recommendation to the Municipal Council a proposed Redevelopment Plan, which shall include the said property within the Plan.

**5. Anticipated Benefits to the Community:**

The continued existence of these lands in their vacant and underutilized condition is a detriment to the community. Through the powers of the redevelopment statutes, a unified redevelopment of these blocks can be supported.

**6. Cost of Proposed Program, Project, etc.:** \$0.00, all work done in house

**7. Date Proposed Program or Project will commence:** Upon Adoption

**8. Anticipated Completion Date:** N/A

**9. Person Responsible for Coordinating Proposed Program, Project, etc.:**

Robert D. Cotter, Director, City Planning 547-5050  
Jeffrey Wenger, Principal Planner 547-5453

**10. Additional Comments:** None

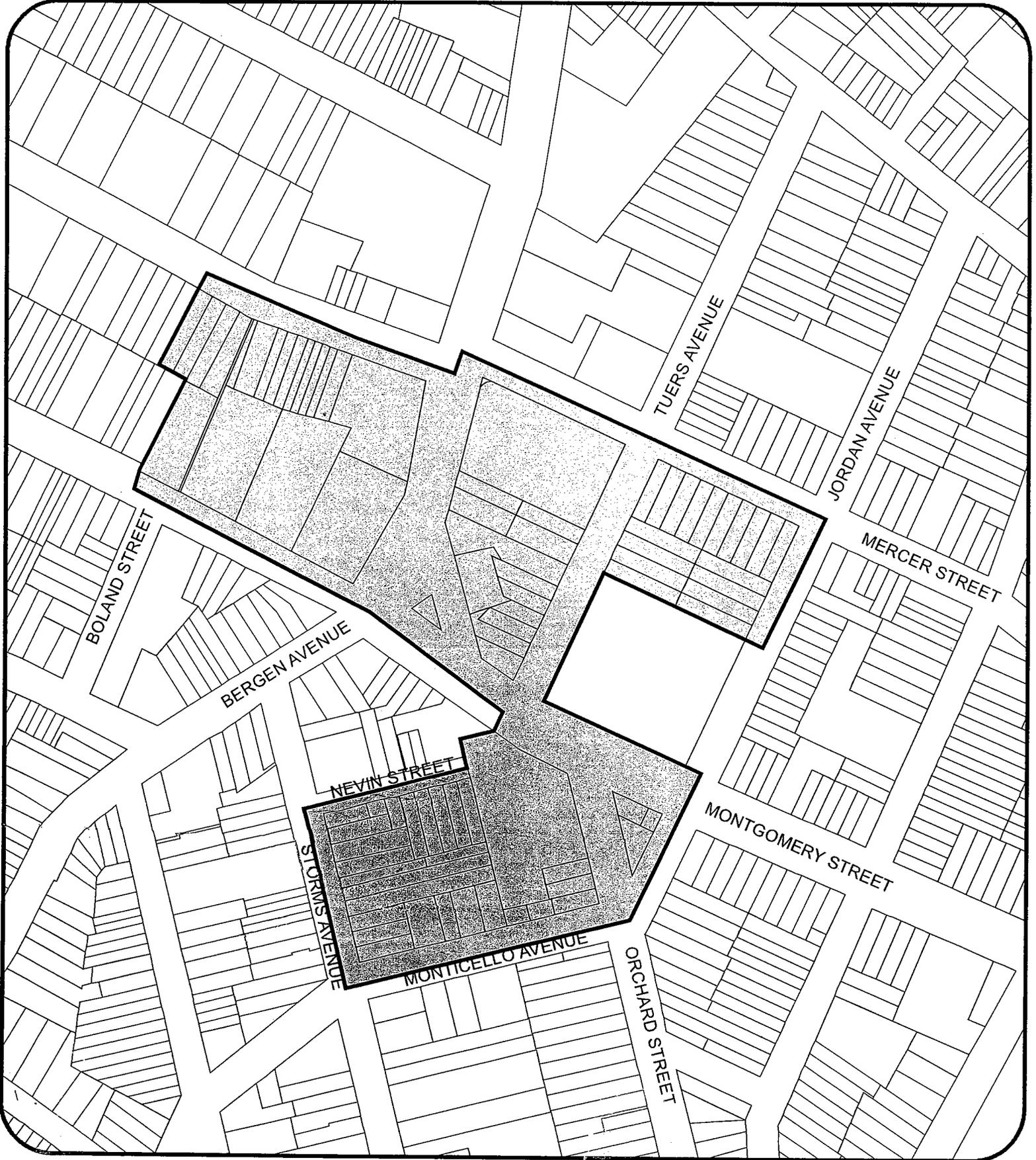
**I Certify that all the Facts Presented Herein are Accurate.**

  
Division Director

9-7-10  
Date

 Deputy  
Department Director Signature

SEPTEMBER 7, 2010  
Date

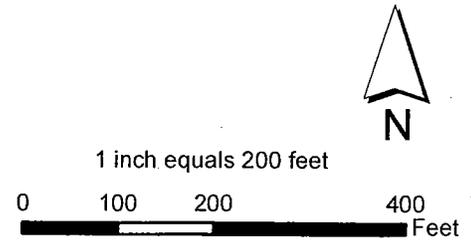


MCGINLEY SQUARE STUDY AREA BOUNDARY MAP



  
 Jersey City  
 City Planning Division  
 30 Montgomery Street Suite 1469  
 Jersey City, NJ 07302-3821  
 Phone: 201.947.5018  
 Fax: 201.247.4525

SEPTEMBER 7, 2010



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

City Clerk File No. Rés. 10-610

Agenda No. 10.D

Approved: SEP 15 2010

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING THE SUBMITTAL OF A 2010 GRANT APPLICATION TO THE NEW JERSEY  
HISTORIC TRUST FOR A STUDY OF THE WEST BERGEN HISTORIC NEIGHBORHOOD**

**WHEREAS**, the 2010 Historic Site Management Grants have been announced by the New Jersey Historic Trust; and

**WHEREAS**, these grant funds can be used to study areas of the city potentially eligible for inclusion on the State and National Registers of Historic Sites and Places; and

**WHEREAS**, the Phase II Survey conducted by Mary B. Dierickx in 1985 indicated that the West Bergen District met Criterion A., B., and C. of the National Register's standards for evaluation, and it would be necessary to determine if the district still meets those standards today, almost 25 years since the initial surveys; and

**WHEREAS**, historic preservation in the four "Brownstone Districts" in the Downtown section of Jersey City has proven to be a strong tool in neighborhood preservation and maintenance of high property values; and

**WHEREAS**, the City Planning Division intends to submit a request for \$50,000, which would require a local match of approximately \$16,666.

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the City Planning Division, Department of Housing, Economic Development and Commerce, be and hereby is authorized to submit a 2010 Historic Site Management Grant for the study and possible nomination to the local, state and national Registers of Historic Sites and Places; and

**BE IT FURTHER RESOLVED** by the Municipal Council of the City of Jersey City that Mayor Jerramiah T. Healy is authorized to sign the application and assurances to the grant; and

**BE IT FURTHER RESOLVED**, that matching funds in an amount not to exceed \$16,666. will be made available if the City is awarded the grant funds requested.

*Robert D. Cotter*  
Robert D. Cotter, Director  
Division of City Planning

APPROVED: *[Signature]*  
Division of Economic Development  
APPROVED: *[Signature]*  
Business Administrator

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

Certification Required   
Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/15/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*Peter M. Brennan*  
Peter M. Brennan, President of Council

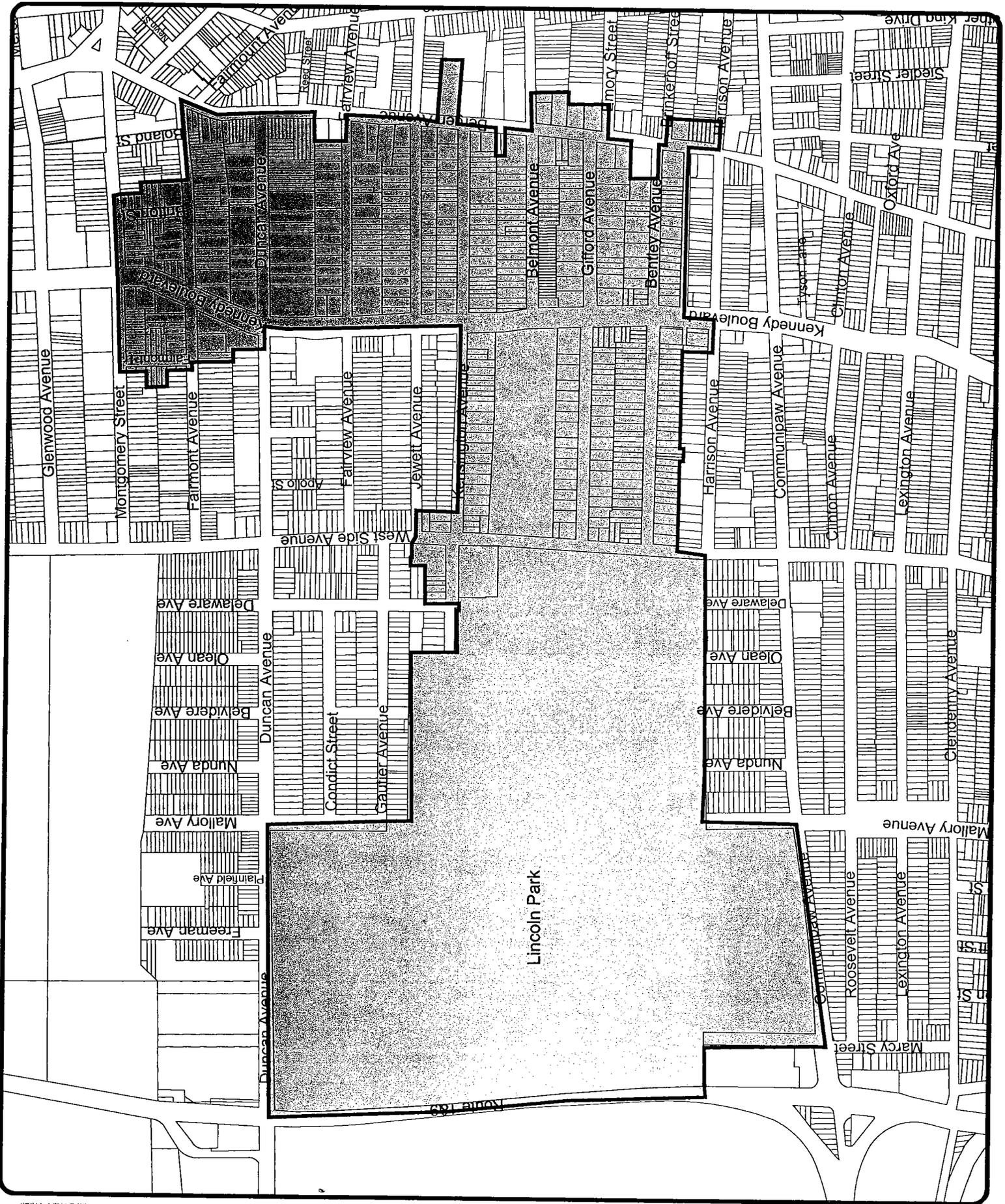
*Robert Byrne*  
Robert Byrne, City Clerk

# PROPOSED WEST BERGEN HISTORIC DISTRICT

September 8, 2010



City Planning Division  
 Jersey City  
 30 Montgomery Street Suite 1400  
 Jersey City, NJ 07302-3821  
 Phone: 201.547.5010  
 Fax: 201.547.4523



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

City Clerk File No. Res. 10-611

Agenda No. 10.E

Approved: SEP 15 2010



**TITLE:**  
**RESOLUTION AUTHORIZING THE APPOINTMENT OF ELEVEN  
 TEMPORARY JUDGES IN THE JERSEY CITY MUNICIPAL COURT**

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

**WHEREAS**, the Hon. Maurice J. Gallipoli, AJSC, needs to assign temporary Judges to cover Municipal Court in the event of an unforeseen emergency or to replace a permanent Judge who is sick or on vacation or furloughed; and

**WHEREAS**, such temporary Judges will be paid at the rate of \$250 (two hundred and fifty dollars) per session; and

**WHEREAS**, the Hon. Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council, that he has appointed the Honorable: Frank T. Carpenter, Cheryl S. Cashman, Amarilis Albuerm Diaz, Norman A. Doyle, Nino F. Falcone, Cataldo F. Fazio, Frank M. Leanza, Kenneth J. Lindenfesler, Sixto L. Macias, Lilia A. Munoz and Joseph J. Romano to serve as temporary Judges in the Jersey City Municipal Court effective November 25, 2010; and

**WHEREAS**, the Honorable: Frank T. Carpenter, Cheryl S. Cashman, Amarilis Albuerm Diaz, Norman A. Doyle, Nino F. Falcone, Cataldo F. Fazio, Frank M. Leanza, Kenneth J. Lindenfesler, Sixto L. Macias, Lilia A. Munoz and Joseph J. Romano are qualified to serve as temporary Judges in the Jersey City Municipal Court; and

**WHEREAS**, the appointments require the advise and consent of the Municipal Council; and

**WHEREAS**, these services are exempt from public bidding as professional services pursuant to N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law; and

**WHEREAS**, funds in the amount of \$4,000 are available in Account # 01-201-43-490-312 to pay for the cost of the within agreements.

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

1. The appointment of Honorable Frank T. Carpenter, Cheryl S. Cashman, Amarilis Albuerm Diaz, Norman A. Doyle, Nino F. Falcone, Cataldo F. Fazio, Frank M. Leanza, Kenneth J. Lindenfesler, Sixto L. Macias, Lilia A. Munoz and Joseph J. Romano as temporary Judges of the Municipal Court of the City of Jersey City for a one (1) year term, is hereby approved.
2. The appointments are hereby approved to commence as of November 25, 2010 and to expire one (1) year thereafter.

*JM/he*  
 08/23/10

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

APPROVED AS TO LEGAL FORM

APPROVED: *J. Healy*  
 Business Administrator

*Paul Reddick*  
 Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 6-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/15/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	ABSTAINED			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*Peter M. Brennan*  
 Peter M. Brennan, President of Council

*Robert Byme*  
 Robert Byme, City Clerk

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

City Clerk File No. Res. 10-612

Agenda No. 10.F

Approved: SEP 15 2010

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING NOON AND ENDING 8:00 P.M., SUNDAY, SEPTEMBER 26, 2010 AT THE REQUEST OF CAROLA LEONARDINI FOR THE PURPOSE OF BRINGING MULTI CULTURAL DANCE AND MUSIC TO THE COMMUNITY**

**WHEREAS**, the Division of Engineering, Traffic & Transportation has received an application from Carola Leonardini to close Exchange Place beginning Noon and ending 8:00 p.m. on Sunday, September 26, 2010 for the purpose of bringing multi cultural dance and music to the community; 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 Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

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

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

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning Noon and ending 8:00 p.m. on Sunday, September 26, 2010

APPROVED: *Rita J....*  
Director of Traffic & Transportation

APPROVED: *CEL D 8/26/10*  
Municipal Engineer

APPROVED: *Rodney Hodley*  
Director, Dept. of Public Works

APPROVED: *[Signature]*  
Business Administrator

JDS:pcl  
(08/26/10)

APPROVED AS TO LEGAL FORM  
*Royal Reddy*  
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*Peter M. Brennan*  
Peter M. Brennan, President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/ resolution/cooperation agreement:**

A resolution authorizing the closing of a municipal street(s), Exchange Place beginning Noon and ending 8:00 p.m. on Sunday, September 26, 2010 at the request of Carola Leonardini for the purpose of bringing multi cultural dance and music to the community.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Carola Leonardini of 205 Zabriskie Street, JCNJ 201.892.1389

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

Authorize the closing of Exchange Place beginning Noon and ending 8:00 p.m., Sunday, September 26, 2010

**4. Reasons (need) for the proposed program, project, et**

To bring multi cultural dance and music to the community

**5. Anticipated benefits to the community:**

Community Affair

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:**

No cost to the City.

**7. Date proposed program or project will commence:**

Noon, Sunday, September 26, 2010

**8. Anticipated completion date:**

8:00 p.m., Sunday, 26, 2010

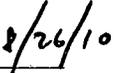
**9. Person responsible for coordinating proposed program, project, etc.:**

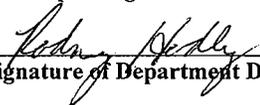
Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

**10. Additional comments:**

Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.

  
\_\_\_\_\_  
Municipal Engineer

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCK: EXCHANGE PL**

**PURPOSE OF EVENT:** to bring multi cultural dance and music to the community

**BEGINS: Noon ENDS: 8PM Sun, Sept 26, 2010**

**APPLICANT:** Carola Leonardini

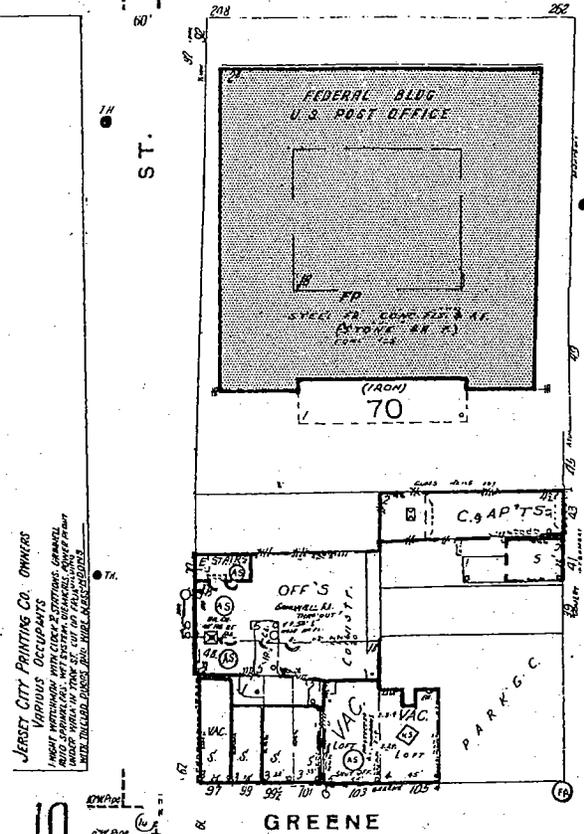
**STREET ADDRESS:** 205 Zabriskie St

**CITY, STATE, ZIP:** Jersey City NJ 07307

**PHONE #:** 201.892.1389

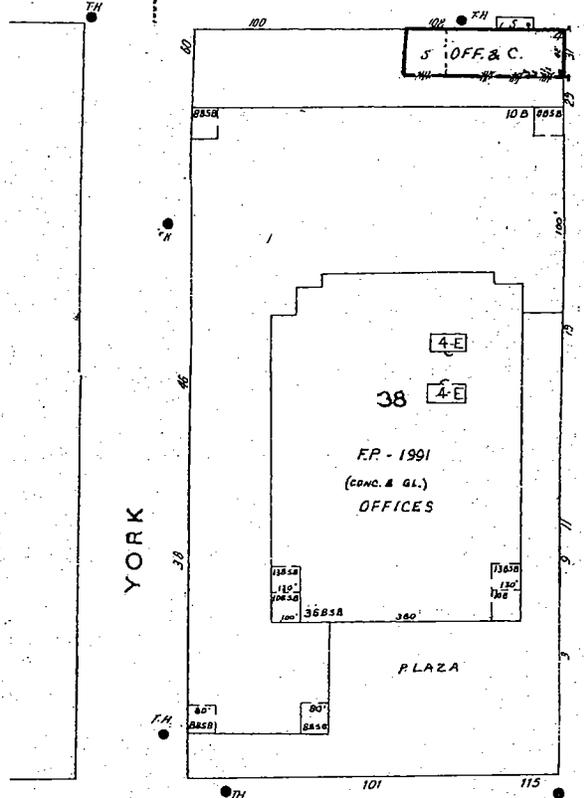
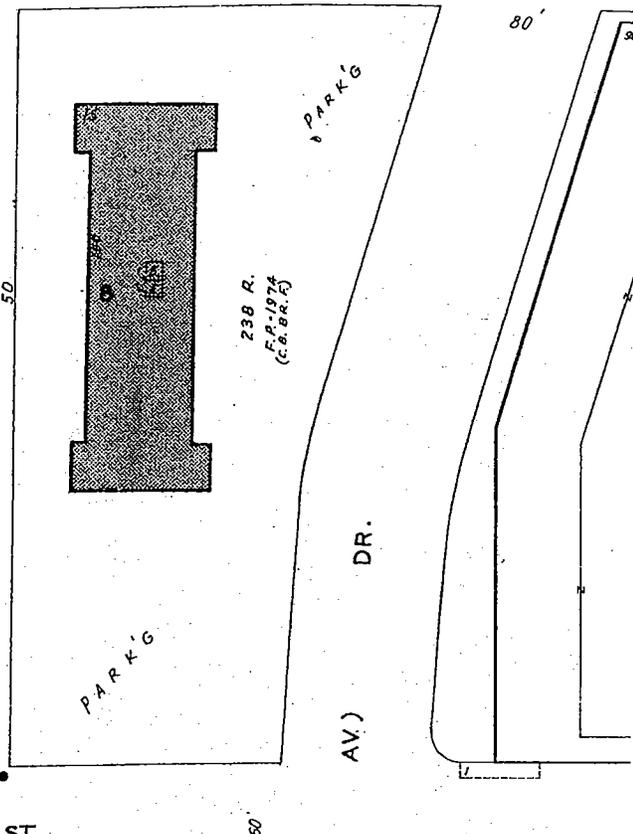
**BEING WAIVED:** nonresident

WASHINGTON

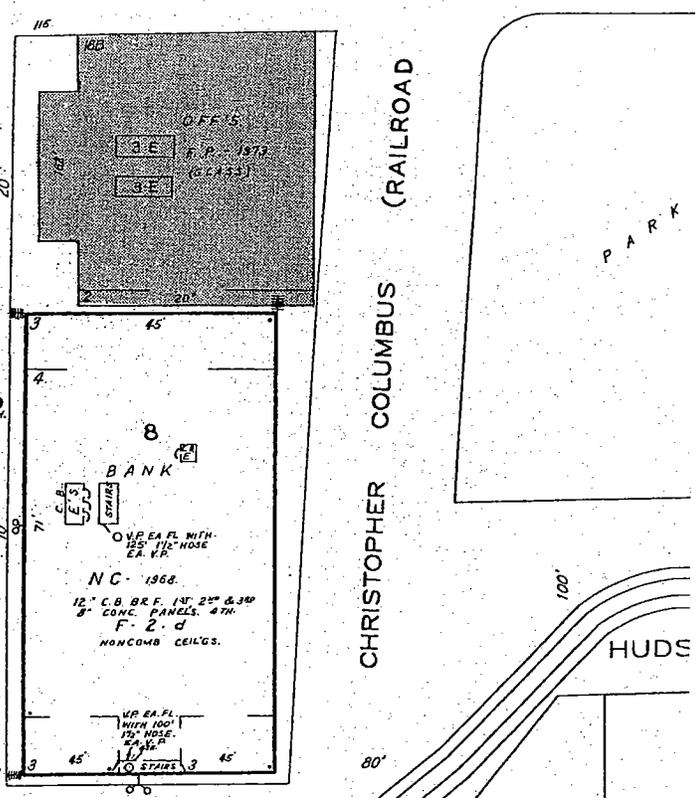


JERSEY CITY PRINTING CO. OWNERS  
Various Occupants  
INSUR. APPLICABLE. WITH SYSTEM. CHANGES. OWNER  
SHOULD VERIFY WITH ST. OF PLANING  
MUNICIPAL CODE. SEE THE ADDRESS.

ST



MONTGOMERY



CHRISTOPHER COLUMBUS (RAILROAD)

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

City Clerk File No. Res. 10-613

Agenda No. 10.6

Approved: SEP 15 2010



TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE PASSAIC COUNTY GOVERNMENT PURCHASING COOPERATIVE**

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

**WHEREAS**, the **Passaic County Government Purchasing Cooperative** 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 **Passaic County Government Purchasing Cooperative** 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 **Passaic County Government Purchasing Cooperative** has publicly bid for; and

**WHEREAS**, the City desires to become a member of the Cooperative Purchasing System for which **Passaic County Government Purchasing Cooperative** is the lead agency.

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

The Mayor or Business Administrator is authorized to execute the attached Cooperative Pricing Agreement with the **Passaic County Government Purchasing Cooperative**;

Pursuant to N.J.A.C. 5:34-7.6, the City's authorization to enter into the Cooperative Pricing Agreement shall be subject to the lead agency's application to the Director of the Division of Local Government Services for the approval of the City of Jersey City becoming a party to the Cooperative Pricing Agreement.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, 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]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-614

Agenda No. 10.H

Approved: SEP 15 2010



TITLE: **RESOLUTION AMENDING RESOLUTION 10-516 WHICH AUTHORIZED THE EXECUTION OF AN AGREEMENT WITH GOVDEALS, INC. FOR THE DISPOSAL OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE TO INCLUDE ADDITIONAL PERSONAL PROPERTY**

COUNCIL OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, Resolution # 10-516 approved on August 04,2010 authorized the City of Jersey City ( City ) to sell surplus personal property consisting of various types of motor vehicles at public auction; and

**WHEREAS**, Resolution 10-516 identified by color, year and make, type, VIN number for a total of 55 vehicles; and

**WHEREAS**, the City desires to amend Resolution 10-516 to include an additional eight (8) vehicles, plus various bicycles and light bars to be included on the list of surplus properties to be sold at public auction.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that list of surplus property contained in Resolution 10-516 is amended to include the following vehicles:

Veh ID	Year	Type	Color	Make	Model	VIN
1. 1459	1992	4 X 4	White	Jeep	Cherokee	1J4FJ28S8NL253947
2. 2773	1999	4 X 4	White	GMC	Jimmy	1GKDT13W1XK503019
3. 9322	1992	4 X 4	Black	Chevrolet	Blazer	1GNNDT13WXN2178225
4. 4297	1996	4 x 4	Black	Chevrolet	Blazer	1GNNDT13WXT2284347
5. 2899	2000	Sedan	BW	Ford	Crown Vic	2FAFP71W03X220462
6. 2833	1997	Sedan	Blue	Nissan	200SX	1N4AV4D7VC500190
7.0680	2001	3 Wheel	White	Cushman	Interceptor	1CHMH66671L000374
8. 0678	2001	3 Wheel	White	Cushman	Interceptor	1CHMH66631L000372
9.	VARIOUS BICYCLES					
10.	VARIOUS LIGHT BARS					

RWH/sb  
September 01, 2010

APPROVED: *Rodney W. Hadley* APPROVED AS TO LEGAL FORM  
Rodney W. Hadley, Director, Department of Public Works  
 APPROVED: *Paul Reddy*  
Business Administrator City Corporation Counsel

Certification Required   
 Not Required

APPROVED **7-0**  
**9/15/10**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								9/15/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.  
*Peter M. Brennan* *Robert Byrne*  
Peter M. Brennan, President of Council Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-516

Agenda No. 10.Z

Approved: AUG - 4 2010



**TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT WITH GOVDEALS, INC. FOR THE DISPOSAL SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE**

**COUNCIL ADOPTION OF THE FOLLOWING RESOLUTION:**

**OFFERED AND MOVED**

**WHEREAS, the City of Jersey City (City) desires to sell surplus personal property on an online auction website; and**

**WHEREAS, when the estimated fair value of the property exceeds 15% of the bid threshold, N.J.S.A. 40A:11-36(1) requires that the property be sold at public sale to the highest bidder; and**

**WHEREAS, the surplus property will be sold in an "as is" condition without express or implied warranties; and**

**WHEREAS, this contract is being awarded to GovDeals, Inc. pursuant to N.J.S.A. 40A:11-12 because GovDeals, Inc is the holder of State Contract No. A-70967/T2581; and**

**WHEREAS, the online auction shall be conducted in accordance with the terms and conditions of State Contract No. A-70967/T2581; and**

**WHEREAS, the City will pay GovDeals Inc; a fee of 7.5% for sales of less than \$100,000.00.**

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

1. The sale of the surplus property shall be conducted by GovDeals, Inc. pursuant to State Contract No. A-70967/T2581;
2. The sale will be conducted online and the address of the auction site is Govdeals.com;
3. The terms and conditions of the City's agreement with GovDeals are available online at govdeals.com and are also available from the Division of Purchasing;
4. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with GovDeals, Inc.;
5. The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a hold harmless and indemnification agreement concerning use of said surplus property; and
6. A list of the surplus property to be sold is as follows:

**(Continued on page 2)**

City Clerk File No. \_\_\_\_\_

Agenda No. 10.Z \_\_\_\_\_

TITLE: AUG - 4 2010

**RESOLUTION AUTHORIZING THE EXECUTION OF AN  
AGREEMENT WITH GOVDEALS, INC. FOR THE DISPOSAL OF  
SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR  
PUBLIC USE ON AN ONLINE AUCTION WEBSITE**

Veh ID	Year	Type	Color	Make	Model	VIN	
1.	2907	2001	Sedan	Green	Chevy	Lumina	2G1WL52J91180050
2.	4291	1995	4 X 4	Red	GMC	Jimmy	1GKDT13W2SK535180
3.	2765	1998	4 X 4	Red	Jeep	Cherokee	1J4FJ68S1WL19725
4.	2869	1992	Sedan	Purple	Acura	Legend	NJ075B
5.	2821	2000	Sedan	B&W	Ford	Crown Vic	2FAFP71W0YX110096
6.	2956	2004	Sedan	B&W	Ford	Crown Vic	2FAFP71W14X133879
7.	2774	1999	4 X 4	B&W	GMC	Jimmy	1GKDT13W6XK502982
8.	2923	2003	Sedan	B&W	Ford	Crown Vic	2FAFP71W23X20463
9.	2122	1992	Van	Tan	Chevy	Van	1GCEG25Z6N7127791
10.	5415	1998	Line Lift Trk	White	Cushman	Scissor Lift	6014988
11.	1682	1998	Sedan	Green	Plymouth	Breeze	1P3EJ46C6WN339353
12.	9517	1986	Pick Up Trk	Green	Chevy		1GCGD34J6GF360436
13.	3009	1981	Wrecker Trk	Blue	GMC	Brigadier	1GDT9C421BV558485
14.	1309	1994	SUV	Green	Ford	Explorer	1FMDU34XRUC74969
15.	2768	1998	4 X 4	Green	Jeep	Cherokee	1J4FJ68S8WL197923
16.	1939	1997	Sedan	B&W	Ford	Taurus	1FALP52U9VA222629
17.	2871	1999	Sedan	Green	Ford	Taurus	1FAFP53U2XA175376
18.	1932	1996	4 X 4	Green	Dodge	Grand Caravan	1B4GP54L7TB426169
19.	1607	1992	Sedan	Red	Lexus	Lexus	JT8U23003N0003144
20.	9518	1999	Sedan	Black	Ford	Contour	1FAFP6533XK180607
21.	1565	1996	4 X 4	White	Chevy	Blazer	1GNNT13W3T2275280
22.	1449	2008	Sedan	White	Chevy	Impala	2G1WB55K089129250
23.	2755	1997	Sedan	Green	Geo	Metro	2CIMR529XV6735774
24.	2914	2004	4 X 4	B&W	Ford	Excursion	1FMNU41L04ED77796
25.	2316	1992	4 X 4	Black	Chevy	Blazer	1GBSK16R6VJ410839
26.	2863	2001	4 X 4	White	Chevy	Blazer	1GNNT13W51K203798
27.	2123	1992	Van	Blue	Chevy	Van	1GCEG25Z9N7127350
28.	9430	1995	Pick Up Trk	Green	Ford	F250 5.8L	2FTHF26HSSCA75430
29.	9311	1990	Bus	White	International		1HVBB24PXLH284736
30.	1420	1995	Sedan	Green	Nissan	Maxima	JN1CAZ1D0ST031633
31.	9370	1992	Msu Trk	Red	GMC		1GDM7H1J1N1J500054
32.	4281	1989	Haz-Mat Trk	Red	GMC		1GDM7D1Y5K5V51613
33.	1943	1994	Sedan	White	Acura	Legend	JH4KA8271RC003059
34.	1566	1996	4dr	Silver	Audi	A4	WAUDA88D9TA11978
35.	2981	1994	Sedan	Gold	Chevy	Geo	1Y1SK5369RZ074814
36.	1564	1996	4 X 4	White	Chevy	Blazer	1GNNT13W6T2275435
37.	1421	1997	4x4	Black	Chevy	Suburban	1GBFK16R6VJ410839
38.	2769	1998	4 X 4	Green	Jeep	Cherokee	1J4FJ68S7WL197931
39.	2955	2004	Sedan	B&W	Ford	Crown Vic	2FAFP721W34X133883
40.	9379	1992	Dump Truck	White	GMC		1GDP7H1J9NJ520274
41.	1945	1991	Rescue Truck	White	GMC	Top Kick	1GDM7H1J1MJ500702
42.	9389	1992	Meter Test. Trk	White	GMC	Top Kick	1GDM7H1PXNJ521876
43.	4272	1987	Aerial	Red	Federal Motors	Hurricane	1F9DBBA83H1037144
44.	4282	1989	Aerial	Red	Federal Motors		46JDBBA83K1003016
45.	4285	1990	Pumper	Red	Federal Motors		46JBBA81L1003019
46.	4284	1990	Pumper	Red	Federal Motors		46JBBA88L1003017
47.	9408	1993	Dump Truck	Green	Dodge	Ram	1B6MM3651PS245323
48.	9241	1988	Air Comp	Tan	Ingersoll Rand		170317U88329
49.	9366	1991	Air Comp	Tan	Ingersoll Rand		193949U91328
50.	9218	1991	Chipper	Yellow	Vermorel		1VRC14138M1002279
51.	9055	1978	Generator	Green	Onan		D780315643
52.	3766	1983	Dump Truck	Green	International	4 Yard	1HTAA1955DHA32154
53.	9346	1991	Grader	Yellow	Lee		LEE9130191
54.	1652	2000	4 X 4	Blue	Chevy	Blazer	1GNNT13W2Y2403600
55.	9521	1999	Sedan	Black	Ford	Contour	1FAFP6533XK180610

(Continued on page 3)

City Clerk File No. Res. 10-516

Agenda No. 10.Z

TITLE: AUG - 4 2010

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GOVDEALS, INC. FOR THE DISPOSAL OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE**

RWH/sb  
July 22, 2010

APPROVED: Rodney Hoddy APPROVED AS TO LEGAL FORM  
Rodney W. Hoddy, Director, Department of Public Works  
APPROVED: [Signature] Corporation Counsel  
Business Administrator

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/4/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA			ABSENT
DONNELLY	✓			FILOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-615  
 Agenda No. 10.1  
 Approved: SEP 15 2010  
 TITLE:



**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE STATE OF NEW JERSEY  
 DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF CRIMINAL JUSTICE FY 10 RECOVERY ACT -  
 EDWARD BYRNE MEMORIAL DISCRETIONARY TARGETING VIOLENT CRIME INITIATIVE GRANT**

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

**WHEREAS**, the City of Jersey City Police Department has been designated to receive \$69,000.00 from the 2010 Edward Byrne Memorial Discretionary Targeting Violent Crime Initiative Grant and

**WHEREAS**, the City of Jersey City desires to accept the grant funds from the State of New Jersey Department of Law and Public Safety Division of Criminal Justice to continue to conduct under cover overtime operations that address targeted violent crimes throughout the city, and to purchase needed surveillance equipment.

**WHEREAS**, the Jersey City Police Department has identified hot spots throughout Jersey City in various hot spots which will be targeted to reduce criminal activity; and

**WHEREAS**, the Edward Byrne Memorial Discretionary Targeting Violent Crimes Initiative Grant Program will enable the Jersey City Police Department to utilize awarded funds to conduct undercover operations during designated times when criminal activity is at its peak.

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor and/or the Business Administrator are hereby authorized to:

- 1) Execute a grant agreement and/or contract in the amount of \$69,000.00 with the State of New Jersey Department of Law and Public Safety Division of Criminal Justice under the 2010 Edward Byrne Memorial Discretionary Targeting Violent Crime Initiative grant program; and
- 2) The Office of Budget and Management is authorized to establish a grant account in the amount of \$69,000.0 broken down as follows:
  - 1) \$55,944.00 for Overtime salaries to continue Targeting Violent Crimes overtime undercover operations.
  - 2) \$13,056.00 for the Purchase of needed Surveillance Equipment.

APPROVED: Samuel Jefferson  
Shirley Kelly  
 Business Administrator

APPROVED AS TO LEGAL FORM  
Russell Reddy  
 Asst. Corporation Counsel

Certification Required   
 Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan  
 Peter M. Brennan, President of Council

Robert Byrne  
 Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET**

Date Submitted to BA. \_\_\_\_\_

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets shall be returned with the resolution or ordinance. The department, division, or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**Full Title of Ordinance/Resolution/Cooperation Agreement:**

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE STATE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF CRIMINAL JUSTICE FY 10 RECOVERY ACT - EDWARD BYRNE MEMORIAL DISCRETIONARY TARGETING VIOLENT CRIME INITIATIVE GRANT**

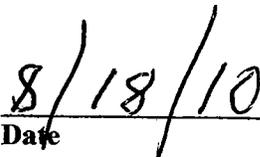
- 1. Names and Title of Person Initiating Ordinance/Resolution:**  
Samuel Jefferson, Police Director
- 2. Concise Description of the Program, Program Project or Plan Proposed in the Ordinance/Resolution**  
Acceptance of the Edward Byrne Memorial Discretionary Targeting Violent Crime Initiative Award for FY 2010 in the amount of \$69,000
- 3. Reasons (Need) for the Proposed Program, Project etc:**  
To continue undercover overtime operations conducted under the targeting Violent Crimes Initiative
- 4. Anticipated Benefits to the Community:**  
Reduce violent crimes that are affecting our community as a result of gang, gun, and drug activity within targeted hot spots throughout the city.
- 5. Cost of Proposed Program Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**  
No matching requirement.
- 6. Date Proposed Program or Project will Commence:**  
July 1, 2010
- 7. Anticipated Completion:**  
March 31, 2011
- 8. Person Responsible for Coordinating Proposed Program/Project:**  
Samuel Jefferson, Director of Police

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Division Director Signature

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

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

City Clerk File No. Res. 10-616

Agenda No. 10.J

Approved: SEP 15 2010



TITLE:

**RESOLUTION REPLACING RESOLUTION # C-2307 REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 1323 LOT F ADDRESS 89 WEGMAN PARKWAY.**

**COUNCIL**  
**following resolution:**

**offered and moved adoption of the**

**WHEREAS**, the City of Jersey City on January 12, 1984 sold the above property not needed for public use to: Mezelle Johnson ; and,

**WHEREAS**, the conditions of sale required that the purchaser renovate the property and obtain a Certificate of Occupancy; and,

**WHEREAS**, on May 30, 1984 ,the Municipal Council of the City of Jersey City released a Deed to the owner of the property with the express condition that no purchaser without the express consent of the Municipal Council by Resolution, be permitted to sell, convey or otherwise transfer the property before all the conditions of sale were fully completed; and

**WHEREAS**, the Construction Official, Louis D' Alessandro signed and issue a Certificate of Continued Occupancy on Block 1323 Lot F also known as 89 Wegman Parkway indicating that the property was renovated in compliance with condition of sale which was adopted by theMunicipal Council on December 22, 1983;and

**WHEREAS**, this is a Replacement Resolution to replace Resolution # C-2307 which was adopted on August 20, 1987 but never recorded and was lost; and

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

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

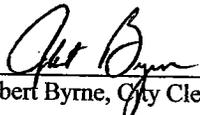
- 1.** The City finds and declares that all the terms and conditions of sale contained in the Resolution adopted by the governing body of the City of Jersey City on December 22, 1983 have been complied with.
- 2.** Block 1323 Lot F Address 89 Wegman Parkway is hereby released from any and all restrictions.
- 3.** That the Mayor is hereby authorized to execute this Resolution and a notary public notarize the acknowledgment contained herein in accordance with Law so that same may be recorded in the Hudson County Register's Office.

**In Witness Whereof**, the party of the first part has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed that day and year first above written.

3 0 1 0 1 0 6

WITNESS

CITY OF JERSEY CITY

  
Robert Byrne, City Clerk

  
Jerramiah T. Healy, Mayor

TITLE: SEP 15 2010

**RESOLUTION REPLACING RESOLUTION # C-2307 REMOVING  
A RESTRICTION FROM THE DEED OF CONVEYANCE THAT  
AFFECTS BLOCK 1323 LOT F ADDRESS 89 WEGMAN PARKWAY**

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

**BE IT REMEMBERED**, that on this 16th day of SEPTEMBER Two Thousand Ten before me the subscriber, a Notary Public of the State of New Jersey personally appeared, Robert Byrne and made proof to my satisfaction that he is the City Clerk of Jersey City a municipal corporation of the State of New Jersey, that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that the said seal was so affixed and the said instrument signed and delivered by Jerramiah T. Healy 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 16th day  
of SEPTEMBER 2010

**RENÉE MICHELE JACKSON**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 7/23/11

Renee Jackson  
Notary Public

Robert Byrne  
Robert Byrne, City Clerk

APPROVED: Ann Marie Miller APPROVED AS TO LEGAL FORM  
Ann Marie Miller, Real Estate Manager

APPROVED: John Cell  
Business Administrator

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/15/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

Anthony Cucci, Mayor



DEPARTMENT OF  
Housing & Economic Development  
RICK COHEN  
Office of The Construction Official  
Robert R. Bostell, Construction Official  
20 Journal Square, 4th Floor, Jersey City, N.J. 07306  
(201) 847-5085



# CERTIFICATE

L. D'Alessandro, yConst. Official

CERT. NO.	0000
DATE ISSUED	7/31/86
Block	1323
Subdivision	Unit F

IDENTIFICATION	
Owner <u>M. Johnson</u>	Agent <u>M. Johnson</u>
Address <u>92 Bidwell Ave.</u>	Address <u>92 Bidwell Ave.</u>
<u>Jersey City, N.J.</u>	<u>Jersey City, New Jersey</u>
Tel. ( <u>201</u> ) <u>451-6842</u>	Tel. ( <u>201</u> ) <u>451-6842</u>
Work Site Address <u>89 WEGMAN PARKWAY</u>	Lic. No. <u>158-34-0059 Fed. Emp. #</u>
	Federal Emp. No. _____

PAYMENTS	
Fees Remitted	\$ <u>100.00</u>
<input type="checkbox"/> Check No.	_____
<input checked="" type="checkbox"/> Cash	_____
<input type="checkbox"/> Other	_____
Collected By:	<u>g</u>
Date:	<u>7/31/86</u>

CERTIFICATE OF OCCUPANCY / APPROVAL	
A. <input type="checkbox"/> CERTIFICATE OF OCCUPANCY	<input type="checkbox"/> CERTIFICATE OF APPROVAL
This serves notice that said building, structure, or equipment has been constructed or installed in accordance with the New Jersey Uniform Construction Code, and is approved for use as a /or occupancy.	
B. <input checked="" type="checkbox"/> CERTIFICATE OF CONTINUED OCCUPANCY	5:23-2.23 cc
This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.	
C. <input type="checkbox"/> TEMPORARY CERTIFICATE OF OCCUPANCY	
If this is a Temporary Certificate of Occupancy the following conditions must be met no later than _____, 19____ or the owner will be subject to a fine or order to vacate:	
D. DESCRIPTION OF WORK:	
USE GROUP <u>R-2</u>	FIRE GRADING <u>1 1/2 Hr.</u>
MAXIMUM LIVE LOAD <u>40# P.S.F.</u>	MAXIMUM OCCUPANCY LOAD _____
SPECIFIC USE <u>TWO DWELLING UNITS.....</u>	
FINAL COST OF CONSTRUCTION: \$ <u>4,150.--</u>	<u>James D. Alessandro</u> CONSTRUCTION OFFICIAL

U.C.C. Form F-260 (8/83) Light Green = Office Copy White = Applicant Copy Yellow/Orange = Tax Assessor Copy

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

City Clerk File No. Res. 10-617  
Agenda No. 10.K  
Approved: SEP 15 2010  
TITLE:



## RESOLUTION RESCINDING RESOLUTION 10-279 AND AUTHORIZING A NEW LICENSE AGREEMENT WITH TRANSCONTINENTAL GAS COMPANY, LLC TO ENTER ONTO CITY PROPERTY KNOWN AS 13-15 LINDEN AVENUE EAST

**COUNCIL  
resolution:**

**offered and moved adoption of the following**

**WHEREAS**, the City of Jersey City (City) is the owner of 13-15 Linden Avenue East (Property) which will be the site of the Department of Public Works facility; and

**WHEREAS**, Transcontinental Gas Company, LLC (Transco) is the owner of a gas pipeline that is located on property owned by Conrail and New Jersey Transit (NJT); and

**WHEREAS**, Transco intends to do maintenance repair work to the pipeline (Project); and

**WHEREAS**, in order to avoid interrupting service on the New Jersey Transit Light Rail System, Transco requests the City's permission to enter the Property for the purpose of accessing the Project site and for the purpose of parking vehicles; and

**WHEREAS**, Resolution 10-279 approved on May 12, 2010 authorized a two month License Agreement effective as of the execution date of the License Agreement by the City's Business Administrator; and

**WHEREAS**, that License Agreement was not executed; and

**WHEREAS**, Transco expects to complete its Project in two month's time; and

**WHEREAS**, Transco cannot begin its Project until its receives a notice to proceed from NJT and Conrail; and

**WHEREAS**, Transco expects to receive a notice to proceed sometime between October 1, 2010 and July 31, 2011; and

**WHEREAS**, Transco agrees to execute the license agreement attached hereto to and pay the City a license fee of two thousand (\$2,000.00) dollars.

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

- 1) Resolution 10-279 is rescinded;
- 2) Transco, its contractors, and agents are authorized to enter onto the Property for the purpose of performing the activities described in the license agreement attached hereto;
- 3) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the license agreement attached hereto; and

City Clerk File No. Res. 10-617

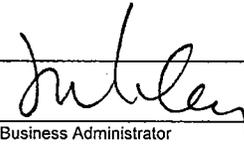
Agenda No. 10.K

TITLE: SEP 15 2010

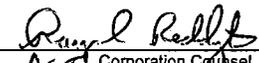
**RESOLUTION RESCINDING RESOLUTION 10-279 AND AUTHORIZING A NEW LICENSE AGREEMENT WITH TRANSCONTINENTAL GAS COMPANY, LLC TO ENTER ONTO CITY PROPERTY KNOWN AS 13-15 LINDEN AVENUE EAST**

- 4) The term of the license agreement shall be ten (10) months effective as of October 1, 2010 and ending on July 31, 2011.

RR/cw  
09/07/10

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

APPROVED AS TO LEGAL FORM

\_\_\_\_\_   
 Asst. Corporation Counsel

Certification Required

Not Required

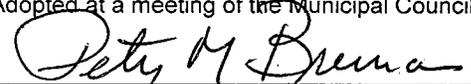
APPROVED 7-0

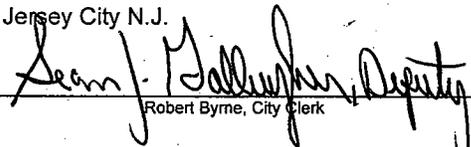
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_   
 Peter M. Brennan, President of Council

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

## LICENSE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licensor") and Transcontinental Gas Company, LLC (hereinafter referred to as "Licensee" or "Transco"), whose address is 2800 Post Oak Boulevard, Houston, Texas.

By this Agreement the City grants permission to the Licensee to enter onto City property which is known as 13-15 Linden Avenue East, Jersey City (hereinafter referred to as the "premises"). Licensee is the owner of a gas pipeline that is located on property owned by Conrail and New Jersey Transit. Licensee intends to do maintenance repair work to the pipeline ("Project"). In order to avoid interrupting service on the New Transit Light Rail System, Licensee needs to access the pipeline property by crossing the City's premises. Licensee, and/or its contractors or agents, are permitted to enter the premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

1. The term of this License is for a period of ten (10) months effective as of October 1, 2010 and ending on July 31, 2011. During that period of time, Licensee shall be permitted to access the premises for a two (2) month period of time to commence upon Licensee's receipt of a notice to proceed from Conrail and New Jersey Transit.

2. The Licensee shall be permitted to use the premises for the following activities:

(a) accessing the Project site; and

(b) parking vehicles

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of the City Engineer.

3. The Licensee shall pay the City a license fee of Two Thousand (\$2,000.00) Dollars.

4. The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Manager of Real Estate giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.

5. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

6. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

8. The permission to use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

9. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

10. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

11. The Licensee's use of the premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

12. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

13. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

14. The Licensee's use of the premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the premises by the Licensee.

15. All equipment installed or used by the Licensee in connection with its use of the premises that may be removed without damage to the Licensor's premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

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

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

Licensor: Ann Marie Miller, Manager  
Office of Real Estate  
City Hall  
280 Grove Street  
Jersey City, N.J. 07302  
Telephone No. (201) 547-5234

Licensee:

18. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

19. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

20. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

21. This Agreement shall terminate two (2) months after its effective date..

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2010

TRANSCONTINENTAL  
GAS COMPANY, LLC

CITY OF JERSEY CITY

(Licensee)

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

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

Brian O'Reilly  
Business Administrator

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

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

Robert Byrne  
City Clerk

RR  
9-7-10

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

City Clerk File No. Res. 10-618

Agenda No. 10.1

Approved: SEP 15 2010



TITLE: **RESOLUTION AUTHORIZING THE EXTENSION OF TERM OF A LICENSE AGREEMENT WITH TEAM WALKER FOR THE USE OF CITY OWNED PROPERTY LOCATED AT BLOCK 2042 LOTS 6, 7, 8 LOCATION 373-375-377 COMMUNIPAW AVENUE.**

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

**WHEREAS**, the City of Jersey City is the owner of Block 2042 Lots 6, 7, 8 Address 373-375-377 Communipaw Avenue; and

**WHEREAS**, Team Walker has been utilizing said properties for the purpose to evaluate the property and perform feasibility analysis of the property for use as Community Center; and

**WHEREAS**, as per the attached letter from Team Walker they are requesting another extension for an additional Six months; and

**WHEREAS**, Team Walker will fully indemnify and defend the City and insure the City for any damages or injuries arising from its use of the Property; and

**WHEREAS**, the term of the License shall be from Monday thru Friday 8:00 A.M. to 5:00 P.M. for Six (6) months expiring on February 11, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator be authorized to:

1. Execute an Amended License Agreement granting permission to Team Walker to enter onto Property owned by the City of Jersey City from Monday thru Friday from 8:00 A.M. to 5:00 P.M. for Six (6) months expiring on February 11, 2011.
2. The Amended License Agreement shall be in substantially the form attached, subject to such modification or additional terms and conditions as the Business Administrator and Corporation Counsel deem necessary and appropriate; and
3. Take such other actions as may be necessary to effectuate the purposes of the agreement.

APPROVED: Ann Marie Miller  
Ann Marie Miller, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

# 3010105

Certification Required

Not Required

APPROVED 7-0  
9/15/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

received  
8-25-10

**Team Walker Inc.**  
**316 Communipaw Avenue**  
**Jersey City, NJ 07304**  
**(201)433-1888 – Fax (201)433-4334**

August 19, 2010

Ann Marie Miller  
Real Estate Manager

**Re: Block 2042 Lots 6,7,8**

**Address 373-375-377 Communipaw Avenue**

Dear Mrs. Miller

This letter is to inform you that Team Walker needs an extension for another six (6) months so that we can continue with our due diligence.

Thank you for your cooperation in this matter.

Sincerely,

Jerry Walker  
CEO/President

**LICENSE AGREEMENT**

This **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as “**LICENSOR**” and Team Walker with offices at 316 Communipaw Avenue, Jersey City, New Jersey 07304 hereinafter designated as “**LICENSEE**”.

**WITNESSETH** that:

1. The Licensor is the owner of property located at the following sites in Jersey City, New Jersey as shown on the official map of the Tax Assessor of Jersey City. Hudson County, New Jersey ( hereinafter the “**PROPERTY**” ).

<u><b>BLOCK</b></u>	<u><b>LOT</b></u>	<u><b>ADDRESS</b></u>
<b>2042</b>	<b>6,7, 8</b>	<b>373-375-377 Communipaw Avenue</b>

2. The Licensor agrees to permit the Licensee to enter the land for the sole purpose of conducting architectural and environmental inspections and additional activities.
3. The Licensee agrees that any work performed shall be at the Licensee’s sole cost and expensed and shall be performed by a licensed contractor qualified in the State of New Jersey.
4. All property, for which the Licensee has obtained access pursuant to this Agreement, must and shall be immediately restored to their previous conditions upon completion of conducting architectural and environmental inspections.
5. The Licensee shall defend, indemnify, save and hold harmless the Licensor from any and all accidents, losses, damages, claims, demands, suits, liens, expenses ( including reasonable attorneys’ fees and expenses ) and judgments of any nature arising, or alleged to arise, by reason of this Agreement or the use of the Property by the Licensee or any of its agents, servants, employees, contractors, subcontractors or invitees, in on or about the Property for the purposes set forth above with its permission, express or implied, and whether the use of the Property is within or outside the scope of the above permitted use. The obligations of the Licensee to indemnify the Licensor pursuant to this Section shall survive any termination of this Agreement:
6. The Licensee agrees to carry or require its contractor to carry property damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,00 or such other type and amount as is deemed necessary and appropriate by the City’s Risk Manager. The Licensees shall furnish to the Licensor a Certificate of Insurance for the benefit of the Licensee and Licensor naming the Licensor, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificate of Insurance evidencing policies

or insurance and proof of payment of premium shall be delivered to the Licensor at least one week after execution of this Agreement. The obligation of the Licensee to indemnify the Licensor pursuant to the section shall survive any termination of this Agreement.

7. The Licensee shall further furnish to the Licensor evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Licensee.
8. ALL accidents or injuries to persons, or any damages, etc., occurring as a result of or in connection with the Licensee's use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on the prescribed forms to be provided by the Licensor.
9. The Licensee shall, accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees while on the premises, at no cost to the City of Jersey City.
10. Any equipment installed or used by the Licensee in connection with its use of the Property that may be removed without damage to the licensed premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the Agreement, or not later than two (2) days thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.
11. The Licensee shall provide in writing to the Licensor the names of two (2) authorized representatives of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.
12. All Notices and payments between the parties hereto shall be addressed and delivered to the following:

**Licensor:      City of Jersey City  
                    Business Administrator  
                    City Hall  
                    280 Grove Street  
                    Jersey City, New Jersey 07302**

**Licensee:      Jerry Walker  
                    Team Walker  
                    316 Communipaw Avenue  
                    Jersey City, New Jersey 07304**

13. The Licensee shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reason than herein stipulated in this Agreement, under penalty of damages and forfeiture.
14. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of this Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.
15. The Agreement shall commence on the date appearing above and shall automatically terminate within three months thereafter.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byne**  
**City Clerk**

**BY:** \_\_\_\_\_  
**John Kelly**  
**Business Administrator**

**WITNESS;**

\_\_\_\_\_  
**Jerry Walker**

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

City Clerk File No. Res. 10-619

Agenda No. 10.M

Approved: SEP 15 2010

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A MORTGAGE DISCHARGE FOR THE JERSEY CITY EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION FOR 39 BENTLEY AVENUE A/K/A/ BLOCK 1810, LOT 32.C**

**COUNCIL**  
Resolution:

Offered and Moved Adoption of the Following

**WHEREAS**, on September 8, 1995, Corpus Christi Ministries, Inc. (CCM) executed a Housing Opportunities for Persons with Aids (HOPWA) Sub-recipient Agreement (Agreement) with the City of Jersey City (City) for creating housing opportunities for people with AIDS; and

**WHEREAS**, on March 13, 1996, CCM executed a mortgage with the City in the amount of \$140,000 in order to acquire and rehabilitate a building on 39 Bentley Avenue, a/k/a Block 1810, Lot 32.C (Property) which was recorded with the Hudson County Register's Office on March 25, 1996 in Book 5883, page 301; and

**WHEREAS**, as a condition of the loan, CCM had to continue to use the property as an out-patient center for AIDS patients for a ten (10) year period and comply with the covenants and conditions set forth in the Note and loan document; and

**WHEREAS**, CCM subsequently merged with the Jersey City Episcopal Community Development Corporation (JCECDC), a non profit corporation of New Jersey with offices at 514 Newark Avenue, Jersey City, New Jersey; and

**WHEREAS**, by Resolution 98-889 approved on December 9, 1998, the City consented to the transfer of the Property and assignment of all of the obligations of CCM under the City's loan documents to JCECDC; and

**WHEREAS**, JCECDC executed an Assumption Agreement of Mortgage Loan dated December 31, 1998 to assume all the obligations and liabilities of CCM including the HOPWA agreement for the Property; and

**WHEREAS**, the ten (10) year period has expired and the City by its Division of Community Development has reviewed the documents and determined that JCECDC has complied with the conditions of the City's Agreement and loan documents; and

TITLE: SEP 15 2010

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A MORTGAGE DISCHARGE FOR THE JERSEY CITY EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION FOR 39 BENTLEY AVENUE A/K/A/ BLOCK 1810, LOT 32.C**

**WHEREAS**, the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**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 Mortgage Discharge for the Jersey City Episcopal Community Development Corporation and any other documents appropriate or necessary to effectuate the purposes of the within resolution for the property 39 Bentley Avenue, a/k/a Block 1810, Lot 32.C.
- 2.) All documents shall be subject to approval by the Corporation Counsel.

IW/kn  
8-24-10

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature]  
 Business Administrator Corporation Counsel

Certification Required

Not Required  APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON	✓			BRENNAN, 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]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-620  
 Agenda No. 10.N  
 Approved: SEP 15 2010  
 TITLE:



**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO LIBERTY STATE PARK**

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

**WHEREAS**, on October 3, 2010 the Jersey City Fire Department is holding it's Family Day Picnic, and

**WHEREAS**, the Jersey City Fire Department presents fire prevention literature and applications for Recruitment, as well as family day activities, and

**WHEREAS**, Liberty State Park/Camp Liberty have the necessary facilities to accommodate the needs of the Fire Department, and

**WHEREAS**, Liberty State Park/Camp Liberty require indemnification and letters of insurance from the City, and

**WHEREAS**, the agreement will specify the City's responsibilities to the owners of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in these programs or for damage to the facilities, so

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

1. The Mayor or Business Administrator be authorized to execute an agreement hereto indemnifying Liberty State Park/Camp Liberty for the use of their facilities by the Department of Fire and Emergency Services on October 3, 2010.
2. The Risk Manager is authorized to issue a Letter of Insurance to Liberty State Park/Camp Liberty to cover these activities.
3. The Mayor or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of the Resolution.

APPROVED: *Armando Roman*  
 Armando Roman, Director  
 Fire & Emergency Services

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

APPROVED: *[Signature]*  
 Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*  
 Attest Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	ABSENT		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*Peter M. Brennan*  
 Peter M. Brennan, President of Council

*Robert Byrne*  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-621

Agenda No. 10.0

Approved: SEP 15 2010

TITLE:



RESOLUTION AUTHORIZING THE CITY TO ENTER AN AGREEMENT OF INDEMNIFICATION WITH NEWPORT CENTRE LLC AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

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

Whereas, The Jersey City artists Studio Tour is an annual two day city wide celebration of Art and performance, requiring community space.

Whereas, the City of Jersey City is co-sponsoring an exhibition at Newport Mall for the Tour, utilizing a common area in the Mall.

Whereas, the Artists will begin setup on October 1 and breakdown on October 3 and the public will be allowed in the space on the days of the Tour, October 2 & 3, the City of Jersey City will use the space from October 1 through October 3.

Whereas, Newport Centre LLC requires, indemnification and letter of insurance from the City; and

Whereas, the agreement will specify the City's responsibilities to the owner of the facilities, including an indemnification and hold harmless clause in which the owner cannot be held liable for injuries received by participants in this program or for damage to the facility, so

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 hereto indemnifying Newport Centre LLC for the use of their facility by the Division of Cultural Affairs for the display of Artwork for the Jersey city Artists Studio Tour.
2. The risk Manager is authorized to issue a Letter of Insurance to Newport Centre LLC to cover this activity.
3. The Mayor or Business Administrator is authorized to execute such other documents that maybe necessary to effectuate the purpose of the Resolution

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

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, 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]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-622

Agenda No. 10.P

Approved: SEP 15 2010

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE

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

**WHEREAS**, the City of Jersey, through the Department of Health and Human Services conducts a Senior Citizen Health Fair at Hudson Mall; and

**WHEREAS**, the Hudson Mall requires an indemnification and letter of insurance from the city; and

**WHEREAS**, the agreement will specify the City's responsibilities in reference to the facilities including the indemnification and hold harmless clause in which the Hudson Mall cannot be held liable for injuries received by participants at this event or property damage to the facility itself

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the agreement hereto indemnifying Hudson Mall for the use of their facility by the Department of Health and Human Services for the Senior Citizen Health Fair on October 6, 2010.

**BE IT FURTHER RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to Hudson Mall in reference to this event.

**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of the Resolution.

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

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Asst. Corporate Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, 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]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-623

Agenda No. 10.Q

Approved: SEP 15 2010



TITLE: RESOLUTION AUTHORIZING THE GRANTING OF A PERMIT TO GARDEN STATE FIREWORKS FOR A FIREWORKS DISPLAY ON SEPTEMBER 17, 2010

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Garden State Fireworks has applied for a permit to display fireworks on August 31, 2010 on the pier just south of the Hyatt Hotel, Jersey City, New Jersey; and

WHEREAS, the application for fireworks display has been reviewed and approved by the Chief of Police and Deputy Chief Dennis Nuber, Acting Fire Official, and is in compliance with the regulations of the Fire Prevention Code of the City; and

WHEREAS, Garden State Fireworks has obtained public liability insurance in the total amount of \$1,000,000 covering bodily injury and property damage with the City of Jersey City being named as an additional co-insured; and

WHEREAS, N.J.S.A. 21:3-3 provides that the permits for the display of fireworks must be authorized by resolution of the Municipal Council.

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

- (1) A permit be issued to Garden State Fireworks to display fireworks on the pier just south of the Hyatt Hotel, Jersey City, New Jersey on September 17, 2010; and
- (2) The permit be issued on condition that no fireworks display shall commence 9:30 p.m. on said date for a duration of no more than 10 minutes; and
- (3) The permit be canceled in the event Garden State Fireworks fails to comply with any of the provisions of the Fire Department Code of the City of Jersey City; and
- (4) A duplicate copy of the application and permit be forwarded to the Bureau of Explosives of the Department of Labor for filing and public inspection.

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED **7-0**  
9/15/10

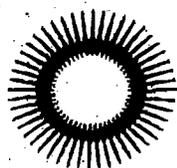
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/15/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk



# GARDEN STATE FIREWORKS

THE FINEST SINCE 1890

**THE SANTORE BROS. WORLD CHAMPIONS**

PO Box 403, Carlton Rd., Millington, NJ 07946  
(908) 647-1086 FAX (908) 647-6258  
(800) 999-0912

## Fax Cover Sheet

Date: SEPTEMBER 3, 2010 / 9-7-10

Deliver To: MR. BURNS

Company: CITY OF JERSEY CITY

Fax Number: 201-547-4833 5461

From: AUGUST SANTORE

Fax Number: 908-647-6258

Number of Pages Including Cover: 5 / 17

### Message:

DEAR MR. BURNS:

WE HAVE BEEN CONTRACTED TO PRODUCE A WEDDING FIREWORKS DISPLAY ON SEPT. 17, 2010 AT THE HYATT REGENCY IN JERSEY CITY. THE FIRE PERMITS HAVE ALREADY BEEN APPROVED.

WE HAVE BEEN UNABLE TO REACH YOU BY TELEPHONE THIS WEEK. CAN YOU PLEASE CALL OUR OFFICE AS WE NEED TO KNOW IF WE CAN GET CITY APPROVAL.

THE INSURANCE CERTIFICATES ARE ENCLOSED.

REGARDS,

*August Santore*  
AUGUST SANTORE

FIREWORKS DISPLAY

HOLD HARMLESS AGREEMENT

Between the City of Jersey City, N.J. and Garden State Fireworks Inc. (Contractor).

WITNESSETH:

1. GARDEN STATE FIREWORKS INC. (Contractor) agrees to release, indemnify, and hold harmless the City of Jersey City, N.J. from any losses for bodily injury and/or property damage, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers, or their representatives, arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with the limits of liability described below:

Workers Comp/Employers Liability:	<u>\$1,000,000.00</u>
General Liability:	<u>\$5,000,000.00</u>
Automobile Liability:	<u>\$5,000,000.00</u>
Umbrella Liability:	<u>N/A</u>

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

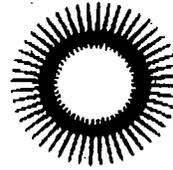
3. The facilities will be used for the following purpose and no other\*:

Event: Fireworks Display  
 Date: September 17, 2010  
 Rain Date: -

\* Should the rain date not be used, this agreement shall apply to any day designated by the City of Jersey City, N.J. as the date of display.

WITNESS: Frances Desmeijer SIGNED: \_\_\_\_\_  
 DATED: 8/31/2010

August N. Santore  
 \_\_\_\_\_  
 (Contractor)



# GARDEN STATE FIREWORKS

THE FINEST SINCE 1890

**THE SANTORE BROS. WORLD CHAMPIONS**

PO Box 403, Carlton Rd., Millington, NJ 07946  
(908) 647-1086 FAX (908) 647-6258  
(800) 999-0912

## Fax Cover Sheet

Date: SEPTEMBER 3, 2010

Deliver To: MR. BURNS

Company: CITY OF JERSEY CITY

Fax Number: 201-547-4833

From: AUGUST SANTORE

Fax Number: 908-647-6258

Number of Pages Including Cover: 5

RECEIVED  
2010 SEP 18 A 11:52  
CITY OFFICE  
JERSEY CITY, N.J.

### Message:

DEAR MR. BURNS:

WE HAVE BEEN CONTRACTED TO PRODUCE A WEDDING FIREWORKS DISPLAY ON SEPT. 17, 2010 AT THE HYATT REGENCY IN JERSEY CITY. THE FIRE PERMITS HAVE ALREADY BEEN APPROVED.

WE HAVE BEEN UNABLE TO REACH YOU BY TELEPHONE THIS WEEK. CAN YOU PLEASE CALL OUR OFFICE AS WE NEED TO KNOW IF WE CAN GET CITY APPROVAL.

THE INSURANCE CERTIFICATES ARE ENCLOSED.

REGARDS,

*August Santore*  
AUGUST SANTORE

Main Office/Plant:

P.O. Box 403, Carlton Rd., Millington, NJ 07946 1-908-647-1086 1-800-999-0912 Fax: 1-908-647-6258

**DRAYTON INSURANCE BROKERS, INC.**

2500 CENTER POINT ROAD, SUITE 301  
BIRMINGHAM, ALABAMA 35215  
TELEPHONE: (205) 854-5806

POST OFFICE BOX 94067  
BIRMINGHAM, ALABAMA 35220  
FAX: (205) 854-5899

## CERTIFICATE OF INSURANCE

NO. 080821

We certify that insurance as outlined below is afforded the Named Insured under policy CA000003209-20-1046 issued by Admiral Insurance Company.

## NAMED INSURED

Garden State Fireworks, Inc.  
New Vernon Fireworks  
August & Nunzio Santore  
P.O. Box 403, Carlton Road  
Millington, NJ 08901

Pyritz Pyrotechnics Group, LLC  
4224 Arcata Way, Suite F  
N. Las Vegas, NV 89030

## PERIOD

March 1, 2010 to February 28, 2011; Both days inclusive.

## COVERAGE

Commercial General Liability. Covering against the legal liability of the Named Insured for Bodily Injury and Property Damage caused by, or arising from, the preparation for, the firing of, or the clearance following fireworks display(s) stated below.

## LIMITS OF LIABILITY

A) Each Occurrence	\$5,000,000
B) General Aggregate	\$6,000,000
C) Products & Completed Operations Aggregate	\$5,000,000

The addition of more than one insured does not serve to increase the limits of liability.

It is certified that the following SPONSORS AND/OR PROPERTYOWNERS AND/OR LICENSING AUTHORITIES are included as Additional Insured(s), but only in respect of the legal liability of such Additional Insured(s) for Bodily Injury or Property Damage sustained during the Period stated above and caused directly by the operations of the Named Insured in connection with the firing of the fireworks display(s) stated below BY THE NAMED INSURED OR THE NAMED INSURED'S EMPLOYEES. The insurance afforded any Additional Insured does not include coverage for any injury or damage arising from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

The Insured has fully complied with the requirements of N.J.S.A. 21:3-5 by providing a surety bond in the amount of \$2,500 from Service Insurance Company, Inc., West Orange, NJ. This general liability insurance is not provided to comply with the terms of N.J.S.A. 21:3-5. It is not an alternative to, or a co-surety with, the required bond, nor does it afford an additional or supplemental bond, nor excess limits over the required bond. By accepting status as Additional Insured on this policy, on the basis set out herein, the Additional Insured acknowledge and agree that this policy is not a bond, or an alternative to a bond, issued under the terms of N.J.S.A. 21:3-5.

NAME & ADDRESS OF ADDITIONAL INSURED SPONSORS  
PROPERTY OWNERS, LICENSORS

CITY OF JERSEY CITY  
280 GROVE STREET  
JERSEY CITY, N.J. 07302

CITY OF JERSEY CITY  
HYATT REGENCY  
RJO INC.

## DISPLAY LOCATION

2 EXCHANGE PLACE, JERSEY CITY NJ

## DISPLAY DATE(S)

SEPTEMBER 17, 2010

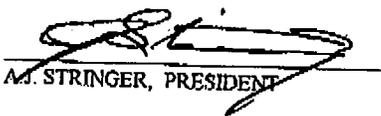
This insurance applies automatically if the described display is fired on any alternative date because of cancellation on the date shown due to weather or other cause; however, IN NO EVENT WILL COVERAGE APPLY AFTER February 28, 2011.

This certificate is not an insurance policy and does not in any way amend, extend or alter the coverage afforded by the policy listed above. For particulars concerning the terms, exclusions and conditions of such policy each Additional Insured is referred to the policy documents in the possession of the Named Insured. Should the above described policy be cancelled before the expiration date thereof, the issuing company will mail 30 days' prior written notice to the above named Additional Insured.

DRAYTON INSURANCE BROKERS, INC.

AUGUST 31, 2010

DATE OF ISSUE

  
A.J. STRINGER, PRESIDENT

Bond No.: 19318  
Bond Amount: \$2,500.00  
Bond Term: 3/16/2010 - 3/16/2011

**THE STATE OF NEW JERSEY  
DEPARTMENT OF LABOR  
OFFICE OF SAFETY COMPLIANCE**

**Surety Bond**

**Discharging, Firing-Off, Exploding or Displaying Fireworks,  
at any Public Exhibition or Exhibitions.**

**Know All Men by these Presents**, that we GARDEN STATE FIREWORKS, POST OFFICE BOX 403, CARLTON ROAD, of MILLINGTON in the county of MORRIS in the STATE OF NEW JERSEY, as Principal, and THE SERVICE INSURANCE COMPANY, INC., as Surety, are holden and stand firmly bound unto the Treasurer and Receiver General of the State of New Jersey in the just sum of **TWO THOUSAND FIVE HUNDRED dollars (\$2,500.00)** to be paid to the Treasurer and Receiver General or his successor in office, to which payment well and truly to be made, we hereby jointly and severally bind ourselves, our respective heirs; executors and administrators, successors and assigns, firmly by these presents.

**The Condition of this Obligation**, is such that if the said, THE SERVICE INSURANCE COMPANY, INC, his heirs, executors and administrators, successors and assigns, shall pay any judgment obtained in an action brought against the said GARDEN STATE FIREWORKS, for discharging, firing-off, exploding or displaying fireworks at any public exhibition or exhibitions thereof, for or on account of any loss, damage or injury resulting to persons or property by reason of the said discharging, firing-off, exploding or displaying of said fireworks, at said public exhibition or exhibitions; provided that said judgment is obtained in an action brought within a period of twelve months following the date of the public exhibition or exhibitions, in which the cause of said action is alleged to have occurred, the this obligation shall be void, otherwise it shall remain in full force an effect. The maximum amount of said bond shall in no way exceed the face amount of said bond no matter how many claims are made on said bond.

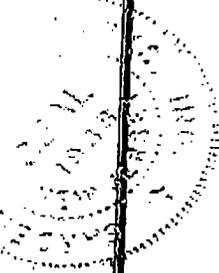
**In Witness Whereof**, we hereunto set our hands and seals, this 22nd day of January, 2010.

Frances Desmilet  
WITNESS

GARDEN STATE FIREWORKS  
August Santoro (SEAL)

A. Minnie  
WITNESS

THE SERVICE INSURANCE COMPANY, INC.  
(Signature) (SEAL)  
JAMES S. BURGER, PRESIDENT



CERTIFICATE OF INSURANCE

NATIONAL CONTINENTAL  
CLEVELAND, OHIO 44101

Date: 05/20/2010

Certificate Holder: MUNICIPAL EXCESS LIABILITY JOINT  
INSURANCE FUND  
PARK 50 WEST PLAZA ONE  
SADDLE BROOK NJ 07863

Insured: GARDEN STATE FIREWORKS INC  
383 CARLTON ROAD  
MILLINGTON NJ 07946

This is to certify that the insured named above has in force as of the date hereof the following policy or policies:

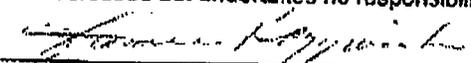
CNJ-000-6823-322-10

Policy Effective Date: 05/14/10  
Policy Expiration Date: 05/14/11

KIND OF INSURANCE	POLICY NO.	LIMITS OF LIABILITY
Automobiles: Any Auto, Hired Autos, Non-Owned Autos Bodily Injury Liability	SEE ABOVE	5,000,000 CSL
Property Damage Liability		
Medical Payments		
Uninsured and/or Underinsured Motorist	SEE ABOVE	500,000 CSL

This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy or policies shown above.

In event of any material change in or cancellation of the policy or policies, the company will make every effort to mail 30 days written notice to the addressee but undertakes no responsibility by reason of failure to do so.

Authorized Representative 

NATIONAL CONTINENTAL

Producer: A CLASSIC PLAN INC  
610-618 W ST GEORGE AVE  
LINDEN NJ 07036

CERTIFICATE OF INSURANCE		ISSUE DATE 06/09/10
<b>PRODUCER</b>  COVER ME INS AGCY OF NJ 610-618 WEST ST GEORGES AVE LINDEN, NJ 07036  <b>INSURED</b> GARDEN STATE FIREWORKS INC. 383 CARLETON ROAD MILLINGTON, NJ 07946	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  <b>COMPANIES AFFORDING COVERAGE</b>	
	COMPANY LETTER	A ZURICH AMERICAN
	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E
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		

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT. <input type="checkbox"/> _____				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any One Fire) \$ MED. EXPENSE (Any one person) \$ COMBINED SINGLE LIMIT \$  BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____				EACH OCCURRENCE \$ AGGREGATE \$				
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$				
A	<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b> The Proprietor/Partners/Executive Officers are: <table style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 20px; text-align: center;">INCL</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">EXCL</td> </tr> </table>	<input checked="" type="checkbox"/>	INCL	<input type="checkbox"/>	EXCL	6ZZUB-0638N673	06/10/10	06/10/11	N/A STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
<input checked="" type="checkbox"/>	INCL								
<input type="checkbox"/>	EXCL								
	OTHER								

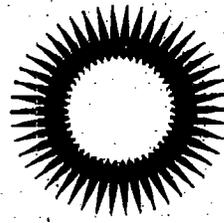
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE

CERTIFICATE HOLDER	CANCELLATION
MUNICIPAL EXCESS LIABILITY INSURANCE FUND PARK 50 WEST PLAZA 1 SADDLEBROOK, NJ 07863	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES  AUTHORIZED REPRESENTATIVE  Kevin Lott

AGREED BY: \_\_\_\_\_

AGREED CORPORATION: \_\_\_\_\_



THE FINEST  
SINCE 1890

# GARDEN STATE FIREWORKS

**THE SANTORE BROS.  
WORLD CHAMPIONS**

March 17, 2010

Mr. Joseph Hrubash  
Municipal Excess Joint Underwriting Fund  
Park 80 West  
Saddle Brook, N.J. 07863

Dear Mr. Hrubash:

With reference to your Bulletin MEL 10-08 dated January 30, 2010. Garden State Fireworks, Inc. agrees that we will make a thorough search of the firing area and fall out area, after all fireworks displays, and we will dispose of any and all unfired materials.

Under NFPA 1123, 2000 edition, section 4-2.12 states: that following the display, the firing crew shall conduct an inspection of the fallout area for the purpose of finding any unexploded aerial shells or live components. This inspection shall be conducted before any public access to the site shall be permitted.

Also, enclosed are our automobile and compensation certificates for your review and approval.

Please call our office at 1-800-999-0912 if you have any questions. Our fax number is 908-647-6258

Sincerely,

August N. Santore  
CEO



**Main Office/Plant:** P.O. Box 403, Carlton Rd., Millington, NJ 07946 1-908-647-1086 1-800-999-0912 Fax: 1-908-647-6258  
**Regional Office:** 6873 Joejeff Street, North Port, FL 34286 1-941-426-0869 Fax: 1-941-426-4669  
Visit our website at: [www.gardenstatefireworks.com](http://www.gardenstatefireworks.com)



*State of New Jersey*

**DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT LABOR  
STANDARDS AND SAFTY ENCEFORCEMENT**

JON S. CORZINE  
*Governor*

DAVID J. SOCOLOW,  
*Commissioner*

July 1, 2009

Mr. August N. Santore  
Garden State Fireworks  
P.O. Box 400, Carlton Road  
Millington, New Jersey 07940

Re: Firework Display License

Dear Mr. Santoro:

Thank you for your letter of June 30, 2009 requesting information on Pyrotechnic Operator Licenses in the State of New Jersey for outdoor firework display.

The New Jersey Department of Labor and Workforce Development do not issue licenses for firework displays.

In accordance with the Fireworks Acts, we do however require a copy of the resolution by each municipality where firework displays are performed.

If you have any questions or if I can be of further assistance please do not hesitate to contact me.

Sincerely,

Howard Black  
Acting Assistant Commissioner



### LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555) you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

DIRECT ATF  
CORRESPONDENCE  
TO

Christopher R. Reeves  
Chief, Federal Explosives Licensing Center (FELC)  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
244 Needy Road  
Martinsburg, West Virginia 25405  
Telephone: 1-877-263-0362 Fax: 1-304-616-2401

8-NJ-027-20-2D-00096

April 1, 2012

NAME  
GARDEN STATE FIREWORKS, INC.

Premises Address CHANGES? You must notify the FELC at least 10 days before the move.  
383 CARLTON RD  
MILLINGTON, NJ 07946-0000

TYPE OF LICENSE OR PERMIT  
20-MANUFACTURER OF HIGH EXPLOSIVES

CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC)

*Christopher R. Reeves*  
Christopher R. Reeves

#### PURCHASING CERTIFICATION

I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.

Mailing Address CHANGES? You must notify the FELC at least 10 days before the change.

GARDEN STATE FIREWORKS, INC.  
PO BOX 403  
MILLINGTON, NJ 07946-0000

**COPY**  
SIGNATURE OF LICENSEE/PERMITTEE

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 555. The signature on each reproduction must be an ORIGINAL signature.



JERSEY CITY FIRE DEPARTMENT  
FIRE PREVENTION BUREAU  
465 MARIN BLVD.  
JERSEY CITY, NJ 07302  
(201) 547-4260//FAX (201) 547-5733



The undersigned, carrying on the business of pyrotechnics, manufacturing and the displaying of fireworks at 383 CARLTON RD. MILLINGTON, NJ 07946 City: \_\_\_\_\_

State of: NEW JERSEY makes application, as required by Law, to have a Public Display of Fireworks, in accordance with the rules and regulations of the City of Jersey City and National Fire Protection Association (NFPA) 1123, Code for Outdoor Display of Fireworks and the National Fire Protection Association (NFPA) 1124, Code for the Manufacturing, Transportation and the Storage of Fireworks.

Violations of any of the conditions imposed by the City of Jersey City, will result in the immediate cancellation of the permit, and steps will be taken to punish the offenders as provided in the Laws of New Jersey, and the Ordinance of the City of Jersey City, New Jersey. This application must be completed and in the Office of the Fire Official 15 days prior to the fireworks display.

NAME OF SPONSOR: GARDEN STATE FIREWORKS, INC. FOR MR. BOB O'LEARY

ADDRESS: 383 CARLTON RD. MILLINGTON, NJ 07946

CONTACT PERSON: AUGUST SANTORE PHONE# 908-647-1086

SPECIFIC LOCATION OF DISPLAY: HYATT REGENCY JERSEY CITY N.J.

(A dimensional diagram shall be submitted with this application and shall include a discharge site, spectator viewing area(s), parking area and fallout area)

DATE AND HOURS OF DISPLAY: SEPTEMBER 17, 2010 APPROX. TIME 9:30 PM

DURATION OF DISPLAY: 10 MINUTES

NAME OF PERSON(S) IN CHARGE (ON SITE) --LOADING/DISCHARGING FIREWORKS:  
RON PADUGANAO

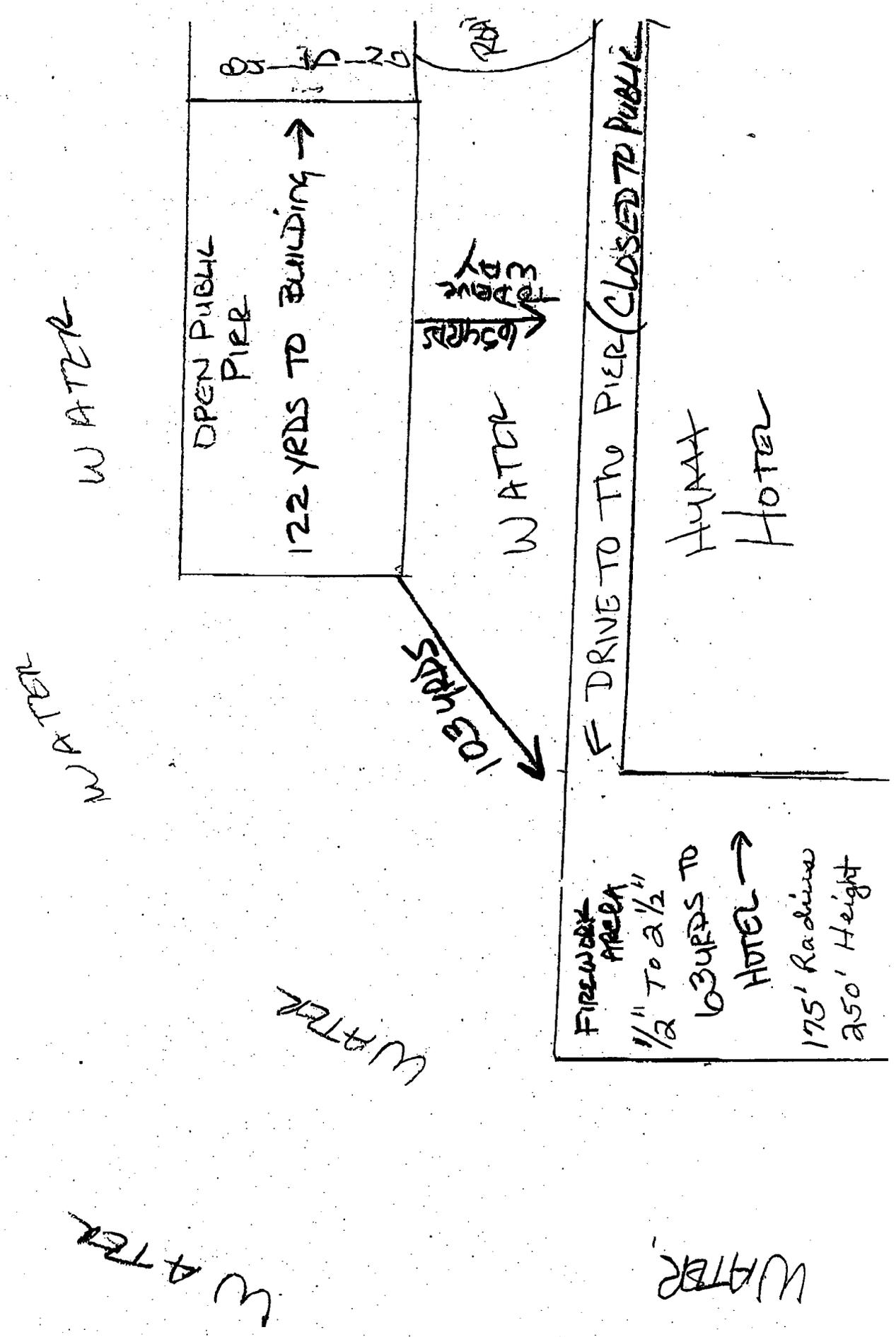
STATE TRANSPORT ROUTE FROM ENTERING JERSEY CITY TO POINT OF STORAGE AND/OR DISPLAY SITE: SEE ENCLSOED ROUTE  
2 EXCHANGE PLACE JERSEY CITY NJ 07320

STORAGE SITE OF FIREWORKS PRIOR TO DISPLAY:

ON SITE DAY OF DISPLAY UNTIL TIME OF SET UP AND FIRE

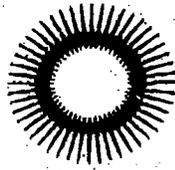


8-27-10, A. SANTORE,  
JERSEY CITY HYATT HOTEL  
3x100



WATER

WATER



# GARDEN STATE FIREWORKS

THE FINEST SINCE 1890

**THE SANTORE BROS.  
WORLD CHAMPIONS**

PO Box 403, Carlton Rd., Millington, NJ 07946  
(908) 647-1086 FAX (908) 647-6258  
(800) 999-0912

## Fax Cover Sheet

Date: AUGUST 31, 2010

Deliver To: SUSAN / *Matt Barzell*

Company: JERSEY CITY FIRE DEPT.

Fax Number: 201-547-5733

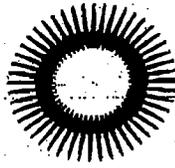
From: FRAN

Fax Number: 908-647-6258

Number of Pages Including Cover: 14 / 3

Message:

[Empty message box area]



# GARDEN STATE FIREWORKS

THE FINEST SINCE 1890

## THE SANTORE BROS. WORLD CHAMPIONS

PO Box 403, Carlton Rd., Millington, NJ 07946  
(908) 647-1086 FAX (908) 647-6258  
(800) 999-0912

### Fax Cover Sheet

Date: AUGUST 27, 2010

Deliver To: BMFC P. CHURCH

Company: COAST GUARD ACTIVITIES NY WATERWAYS MANAGEMENT DIV.

Fax Number: 718-354-4190

From: FRAN DESMELYK

Fax Number: 908-647-6258

Number of Pages Including Cover: 2

Message:

WE WILL BE PRODUCING A WEDDING FIREWORKS DISPLAY ON SEPTEMBER 17, 2010  
AT THE HYATT HOTEL IN JERSEY CITY. APPROX. TIME IS 9:30 PM CLOSE PROXIMITY DISPLAY  
PLEASE CALL OUR OFFICE IF YOU HAVE ANY QUESTIONS.

SINCERELY,

FRAN DESMELYK

FIREWORKS AREA IS ON THE SMALLER PIER. SIZES ARE 1/2" TO 2.5" RADIUS IS 175 FEET  
HEIGHT IS 250 FEET.

August 31, 2010

ATTN: JOHN FORNITO (404) 305-5605  
GROUP MANAGER, OPERATIONS SUPPORT  
EASTER SERVICE AREA  
AIR TRAFFIC ORGANIZATION

## REQUEST FOR FIREWORKS DISPLAY

GARDEN STATE FIREWORKS, FAX # 908-647-6258 E-MAIL  
[info@gardenstatefireworks.com](mailto:info@gardenstatefireworks.com)

Event Name:	Hyatt Regency 2 Exchange Place, Jersey City, NJ 07320
Display Date:	September 17, 2010 RD OPEN
Display Start Time	<u>9:00 PM -10:00 PM</u>
Duration of Display	13-15 Minutes
MAX height of Fireworks	250 feet
Physical Address	<b>SAME AS ABOVE</b>
Latitude /Longitude:	40.717059 -74.032555
<b>Location:</b>	Hotel Grounds

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

City Clerk File No. Res. 10-624

Agenda No. 10.R

Approved: SEP 15 2010



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ASCAPE LANDSCAPE AND CONSTRUCTION CORP., FOR THE MAINTENANCE CONTRACT FOR IRRIGATION SYSTEM AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

## COUNCIL

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

**WHEREAS**, the City 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 **Maintenance Contract for Irrigation System at Numerous City Owned Facilities** to the City of Jersey City for the Department of Public Works, Division of Automotive Maintenance pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Two (2) Bids**, the lowest bid being that from **Ascape Landscape & Construction Corp, 634 Route 303, Blauvelt, New York 10913** in the total bid amount of **Nine Three Thousand Eight Hundred and Thirty (\$93,830.00)Dollars**; and

**WHEREAS**, the contract shall be for a period of one (1) year commencing the date of the award of the contract; and

**WHEREAS**, the City reserves the option to renew the contract for up to two (2) additional one (1) year terms; and

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

**WHEREAS**, the sum of **Nine Three Thousand, Eight Hundred and Thirty (\$93,830.00)Dollars**; will be budgeted for the 2011, 2012, 2013 and 2014 temporary and permanent budget years subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the sum of **Ten Thousand (\$10,000.00) Dollars** is available in the 2011 temporary budget in **Account No.01-201-28-375-310**; 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.

**WHEREAS**, the remaining contract funds of **Eighty Three Thousand, Eight Hundred and Thirty (\$83,830.00)Dollars** will be made available in the 2011 temporary and permanent budget in Account No. 01-201-28-375-310, Department of Public Works, Division of Park Maintenance; and

**Account Number:**  
**01-201-28-375-310**

**Purchase Order**  
**# 100973**

**Temp. Enc. Amount**  
**\$10,000.00**

(Continued on page 2)

SEP 15 2010

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ASCAPE LANDSCAPE AND CONSTRUCTION CORP., FOR THE MAINTENANCE CONTRACT FOR IRRIGATION SYSTEM AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2011, 2012, 2013 and 2014 temporary and permanent budgets; and

**WHEREAS**, if funds are not available for the contract in the 2011, 2012, 2013 and 2014 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 companies be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; 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

*J.A.*  
*9/8/10*

**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 No. 01-201-28-375-310

Account # 01-201-28-375-310 Purchase Order No. 100973 \$10,000.00 Temp. Enc.

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

APPROVED: Podany Roddy 8/20/10

APPROVED: J.M. Kelly  
Business Administrator

APPROVED AS TO LEGAL FORM

Royal Reddy  
City Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ASCAPE LANDSCAPE AND CONSTRUCTION CORP., FOR THE MAINTENANCE CONTRACT FOR IRRIGATION SYSTEM AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Five (5)

**DATE BIDS WERE PUBLICLY RECEIVED:**

June 15, 2010

**NUMBERS OF BIDS RECEIVED:**

Two (2)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Maintenance Contract for Irrigation System At Numerous City Owned Facilities for the Department of Public Works/Division of Park Maintenance

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Ascape Landscape & Construction Corp. 634 Route 303 Blauvelt, NY 10913	\$93,830.00
2) Tri-Season Landscaping & Construction, Inc 2560 US Route 22 # 345 Scotch Plains, NJ 07076	\$100,725.00

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

Date

8/16/10

Peter Folgado, Director of Purchasing, RPPO, QPA

BID PROPOSAL

(Continued)

LIST OF PRICES:

Item No. 1 - Seasonal Start-Up Service

The Bidder agrees to provide all labor, incidental material, equipment and services required to perform the seasonal start-up as described in the Specifications for the lump sum bid price of (broken down for each facility):

<u>Locations and Description for Sprinkler Systems:</u>		<u>Bid Price for Seasonal Start-Up</u>
<u>Site</u>	<u>Address</u>	
A. Mary Benson	Mersles Ave. & Newark Ave.	\$ <u>500.00</u>
B. Country Village Park (McGovern)	Sycamore Rd. Bet Briarwood Rd. & Crossgate Road	\$ <u>500.00</u>
C. Roberto Clemente L Little League	450-464 Manila Ave	\$ <u>500.00</u>
D. Gateway Park (Dick Seay/Old Colony)	Bright St. Manila Ave	\$ <u>500.00</u>
E. Enos Jones Park (Including Franco Field)	Eight St @ Brunswick St	\$ <u>1,200.00</u>
F. Lafayette Park (Rev. Erceel Webb)	Lafayette and Van Horne Street	\$ <u>700.00</u>
G. Recreational Complex	Mercedes & Grand Streets	\$ <u>780.00</u>
H. Metro Field & Field house (Courtney Fricchione LL)	179 Westside Ave	\$ <u>800.00</u>
I. Pershing Field	201 Central Ave	\$ <u>3,800.00</u>
J. Lincoln Park West Fields	Lincoln Park West of Routes 1 & 9	\$ <u>1,400.00</u>
K. Summit Ave Fire House	Summit and Laidlaaw Ave	\$ <u>500.00</u>
L. City Hall	Montgomery & Grove St	\$ <u>500.00</u>
M. M.L.K. Center	125 M.L.K. Drive & Dwight St	\$ <u>500.00</u>
N. Palisade Fire House	Palisade and Congress St.	\$ <u>500.00</u>

BID PROPOSAL  
(Continue)

O. Court House	Summit and Newkirk St.	\$ <u>700.00</u>
P. Caven Point	Caven Point Road and Garfield	\$ <u>1300.00</u>
Q. Van Vorst Park	Montgomery and Jersey Avenue	\$ <u>700.00</u>
R. Newport Pier	Newport Parkway	\$ <u>950.00</u>
S. Hamilton park	Pavonia	\$ <u>950.00</u>
T. Bayside Park	Garfield Ave	\$ <u>950.00</u>

TOTAL BID PRICE ITEM No.1 Eighteen Thousand Two \$ 18,230.00  
 (In Writing) Hundred Thirty + 00/100 (In Figures)

The Bid Price for seasonal start-up shall include all costs including direct and indirect salary, fringe benefits, overhead, profit, equipment (owned and rented), etc., including trucks and other equipment.

BID PROPOSAL  
(Continued)

Item No. 2 - Year Round Service

The Bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon actual quantity of time used, however, it shall not exceed the estimated quantity without prior written approval insurance by the City's Purchasing Agent.

450 Hours	\$	78. <sup>00</sup>	/Hour = \$	35,100. <sup>00</sup>
Times		New Jersey Licensed Irrigation Contractor		Total Cost
375 Hours	\$	68. <sup>00</sup>	/Hour = \$	25,500. <sup>00</sup>
Times		Unit Cost Helper		Total Cost

TOTAL BID PRICE ITEM #2 Sixty Thousand Six Hundred \$ 60,600.<sup>00</sup>  
(In Writing) <sup>00/100</sup> (In Figures)

NOTE: ALL UNIT PRICE FOR LABOR SHALL INCLUDE ALL COSTS INCLUDING DIRECT AND INDIRECT SALARY, FRINGE BENEFITS, OVERHEAD, PROFIT, EQUIPMENT (OWNED AND RENTED), ETC., INCLUDING TRUCKS AND OTHER EQUIPMENT NECESSARY TO PERFORM THE WORK.

ITEM No. 3 - PARTS ALLOWANCE

Included in the total bid amount will be the sum of Fifteen Thousand (\$15,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

<u>Fifteen Thousand</u>	\$	<u>15,000.00</u>
(In Writing)		(In Figures)

**GRAND TOTAL PRICE ITEMS 1 THROUGH 3**

The price shall include all labor, materials, equipment, removal of discarded parts, etc., and all other services to complete all work as specified. The contractor shall be paid based upon the actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order.

INCLUSIVE

Thirty Three Thousand Eight Hundred \$ 93,830.<sup>00</sup>  
(In Writing) Thirty of 00/100 - (In Figures)

The contract will be awarded on the grand total amount for item nos. 1 through 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time needed; therefore, the actual Contract Price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

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 will be the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the month of renewal. Renewal of the contract shall be subject to the availability and appropriation of sufficient funds in the fiscal year budgets of the renewal year.

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# **EEO/AFFIRMATIVE ACTION REQUIREMENTS CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA Requirements For Construction  
Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

## EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A 10:5-31 et seq., 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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 Division 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, 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.

## EXHIBIT B (Cont)

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 to 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 procedures prescribed under (B). below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division 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 Division, and minority and women referral organizations listed by the Division 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;
- (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;

## EXHIBIT B (Cont)

(6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) 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 Division. 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.

(ii). 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 paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii). 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 Division.

(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 Division and submitted promptly to the Division upon request.

(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,

**EXHIBIT B (Cont)**

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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division 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 Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance 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 B**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Construction 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): Stuart Chaitin - President  
Representative's Signature: [Signature]  
Name of Company: Ascape Landscape  
Tel. No.: 853-33-6500 Date: 8/7/10

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. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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): Stuart Chaitin - President  
Representative's Signature: \_\_\_\_\_  
Name of Company: Ascape Landscape  
Tel. No.: 86-353-6600 Date: 7/13/10

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

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

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

Business Name : Ascape Landscape & Const. Corp.  
Address : 634 Route 303 Blawie, NJ 0913  
Telephone No. : 845-353-6600  
Contact Name : Stuart Chaitin

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.

Form MWB-3 Contractor's compliance plan to be submitted with bid document  
**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City  
 Department of Administration / Division of Equal Opportunity  
 Division of Equal Opportunity**

Project:   Irrigation System @ Numerous City owned facilities   # \_\_\_\_\_  
 Contractor:   Ascape Landscape   Bid Amt. \$   93,830  

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

MWB3 page 2 - Project Irrigation System @ Numerous City owned facilities

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					

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

Everyone is treated equal.

Name of Contractor: Ascape Landscape + Const - Corp

by: Signature [Signature]

Type or print name/title: Steve Chretien - President

Tel: No. 845-353-6600 Date: 845-353-6475 F 7/13/10

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

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

Form MWB-3 Contractor's compliance plan to be submitted with bid document  
**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City  
 Department of Administration / Division of Equal Opportunity  
 Division of Equal Opportunity**

Project:   Irrigation System @ numerous city owned facilities   # \_\_\_\_\_  
 Contractor:   Ascape Landscape   Bid Amt. \$   93,830  

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

**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 : Ascape Landscape + Const. Co., Inc.  
Address : 634 Route 302 Blauvelt, NY 10913  
Telephone No. : 845-353-6600  
Contact Name : Stuart Charlin

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.

MWB3 page 2 - Project Irrigation System @ numerous attached facilities

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					

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

Everyone is treated equal.

Name of Contractor Ascape Landscape + Const - corp.

by: Signature [Signature]

Type or print name/title: Stuart Chaitin - President

Tel: No. 845-353-6500

Date: 845-353-6475 F 7/13/10

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

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

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**  
**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Construction Contracts**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

**"New Jersey Business Registration Requirements"**

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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."

Revised April 6, 2010

Minority/Women Business Participation  
In City Construction Contracts  
City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

## I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

## II Purpose

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

**III Suggested participation level for minority and women owned subcontractors:**

- A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:
- Minority Owned .....20% of total dollar amount of contract
- Woman owned .....5% of dollar amount of contract

**IV Availability of information/referral lists of minority/women businesses**

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.
- Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work.

Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

**V. Bidders will submit with bid proposal:**

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

**VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:**

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder ( or three lowest responsible bidders ) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder ( or three lowest ) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.

C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II. If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D. Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.
2. If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.
3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a

hearing in accordance with applicable law ( local, state and federal).

5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

## **II Awarding of contract**

- A. ~~The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.~~
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/women subcontractors as appropriate.



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ASCAPE LANDSCAPE & CONSTRUCTION CORP.  
**Trade Name:**  
**Address:** 634 RTE 303  
 BLAUVELT, NY 10913  
**Certificate Number:** 0214130  
**Date of Issuance:** June 13, 2006

**For Office Use Only:**  
 20060613143317187

Certification 34100

## 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-2010~~ to ~~15-JUN-2017~~

ASCAPE LANDSCAPE & CONSTRUCTION CORP.  
 634 ROUTE 303  
 BLAUZELT NY 10913



Andrew P. Sidamon-Eristoff  
 State Treasurer

New York State Department of Taxation and Finance - Sales Tax

Identification Number

133423953

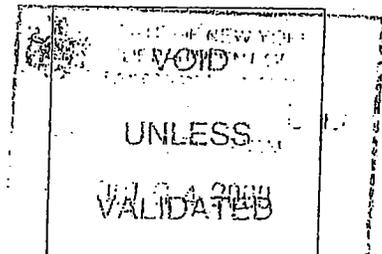
(Use this number on all returns and correspondence)

Certificate of Authority



**NY/NJ  
SIMPLIFIED  
TAX REPORTING**

ASCAPE LANDSCAPE & CONSTRUCTION CORP.  
 1047 ROUTE 45  
 POMONA NY 10970



is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Not Transferable

This certificate must be prominently displayed in your place of business listed above.

Fraudulent or other improper use of this certificate may cause it to be revoked.

This certificate may not be photocopied or reproduced.



# 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:

**Ascape Landscape & Construction Corp.**  
**2008**

Responsible Representative(s):  
Stuart Chaitin, President

  
\_\_\_\_\_

David J. Socolow, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

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

City Clerk File No. Res. 10-625

Agenda No. 10.5

Approved: SEP 15 2010

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DUNCAN HARDWARE INC. FOR FURNISHING AND DELIVERING HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

### **COUNCIL**

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

**WHEREAS**, the City 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 furnishing and delivering **Hardware Supplies for the Department of Public Works/Division of Buildings and Street Maintenance**; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the lowest bid being that from **Duncan Hardware Inc., 778 Westside Avenue, Jersey City, NJ 07306** in the total bid amount of **Twenty Nine Thousand, Six Hundred Nineteen Dollars and Eighty (\$29,619.80) Cents**; and

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

**WHEREAS**, the contract shall be for a period of one (1) year commencing the date of the award of the contract; and

**WHEREAS**, the City reserves the option to renew the contact for up to two (2) additional one (1) year terms; and

**WHEREAS**, the sum of **Twenty Nine Thousand, Six Hundred Nineteen Dollars and Eighty (\$29,619.80) Cents**; will be budgeted for the 2011, 2012, 2013 and 2014 Budget Years subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the sum of **Two Thousand Five Hundred (\$2,500.00) Dollars** is available in the 2011 temporary budget in **Account No.01-201-26-291-210**; 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.

**Dept. of Public Works/Div. of Buildings and Street Maintenance  
Acct. No. 01-201-26-291-210 P.O. No. 100533 Amount: \$2,500.00**

**WHEREAS**, the remaining contract funds will be made available in the 2011, 2012, 2013 and 2014 temporary and permanent budgets; and

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2011, 2012, 2013 and 2014 temporary and permanent budgets; and

**WHEREAS**, if funds are not available for the contract in the 2011 temporary and permanent budgets, the contract will be null and void; and

(Continued on page 2)

TITLE: SEP 15 2010

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DUNCAN HARDWARE INC. FOR FURNISHING AND DELIVERING HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Duncan Hardware Inc.** 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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-26-291-210.

Dept. of Public Works/Div. of Buildings and Street Maintenance  
Acct. No. 01-201-26-291-210 P.O. No. 100533 Amount: \$2,500.00

APPROVED Raquel Bardo  
for Peter Folgado, Director of Purchasing, QPA

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM  
APPROVED: Business Administrator \_\_\_\_\_ Rayl Reddy  
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DUNCAN HARDWARE INC. FOR FURNISHING AND DELIVERING HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS & STREETS MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Four (4)

**DATE BIDS WERE PUBLICLY RECEIVED:**

July 8, 2010

**NUMBERS OF BIDS RECEIVED:**

One (1)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Furnishing and Delivering Hardware Supplies needed for the Department of Public Works/ Buildings & Street Maintenance

**BIDDER'S INFORMATION:**

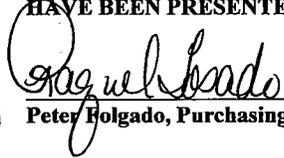
- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Duncan Hardware, Inc 778 Westside Avenue Jersey City, NJ 07306	\$29,619.80

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

Date 8/12/10

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

  
Peter Folgado, Purchasing Director, QPA

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

City Clerk File No. Res. 10-626  
Agenda No. 10.T  
Approved: SEP 15 2010  
TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DUNCAN HARDWARE INC. FOR FURNISHING AND DELIVERING SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARK MAINTENANCE**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 09-676, approved on August 12, 2009, awarded a one-year contract in the amount of \$75,000.00 to Duncan Hardware to furnish and deliver small tools and hardware supplies for the City of Jersey City (City), Department of Public Works/Division of Park Maintenance; and

**WHEREAS**, the contract was bid as an open-end contract which could have had a maximum contract amount of \$166,516.67; and

**WHEREAS**, the amount of the contract was reduced to \$75,000.00 by the Chief Financial Officer because of budgetary constraints in fiscal year 2010; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for one additional one-year period with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of July 2009 to July 2010; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, the total cost of the contract renewal is **\$76,125.00**; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of August 13, 2010 and ending August 12, 2011; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in Account No. 11-01-201-28-375-210.

**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 Duncan Hardware to furnish and deliver small tools and hardware supplies for the Department of Public Works/Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of August 13, 2010, and the total cost of the contract shall not exceed **\$76,125.00**;
- 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 2011 fiscal year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2011 fiscal year permanent budget and in the subsequent fiscal year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 10-626

Agenda No. 10.T

TITLE: SEP 1 5 2010

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DUNCAN HARDWARE INC. FOR FURNISHING AND DELIVERING SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARK MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 11-01-201-28-375-210 for payment of the above resolution.

Requisition # 0151109

Purchase Order # 100957

Temp.Encumbrancy \$10,000.00

RWH/sb  
August 10, 2010

APPROVED: Rodney Hadley

APPROVED AS TO LEGAL FORM

APPROVED: Rodney W. Hadley  
Rodney W. Hadley, Director, Department of Public Works  
Business Administrator

Paul Reddy  
Paul Reddy Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES			✓

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

U/TT

It is understood that the total price stated by the Bidder in the "Schedule of Prices" are based on estimated quantities and will only control in the awarding of the contract. It is further understood that the items listed in the "Schedule of Prices" are estimated only and may increase or decrease as provided in the specifications.

**DEPARTMENT OF PUBLIC WORKS**  
**Division of Park Maintenance**  
**Hardware Specifications**

Item #	Quantity	DESCRIPTION	Unit Amount	Extended Amount
1.	0-12 EACH	DIE - CUT High Speed Blades FELKER # DCH -350-S-582213 or Approved Equal	\$ 356.00	\$ 4272.00
2.	0-64 DOZEN	LEATHER PALM GLOVES- Gauntlet pattern -size SEAL GLOVES# S29GKE or Approved Equal	\$ 34.00	\$ 2176.00
3.	0-48 EACH	AMERICAN PAD LOCKS KEYED ALIKE # H-11 or approved equal (key # to be furnished)	\$ 19.55	\$ 938.40
4.	0-36 EACH	AMERICAN PADLOCKS-Keyed differently # H 11 or approved equal. Key #188	\$ 18.50	\$ 666.00
5.	0-150 EACH	100 LB. DRUM CALCIUM CHLORIDE PELLETS, 97 % CALCIUM CHLORIDE - WILL ACCEPT NO SUBSTITUTIONS.	\$ 38.00	\$ 5700.00
6.	0-6 CASES	STIHL 2-CYCLE OIL MIX PINTS 48 PER CASE OR APPROVED EQUAL	\$ 69.60	\$ 417.60
7.	0-6 CASES	HOMELITE BAR & CHAIN OIL MIX Qts 12 per/case or approved equal	\$ 35.00	\$ 210.00
8.	0-24 EACH	RUBBER MAID BIG WHEEL TIL T'NROLL CART W/LID. 50 GAL. SIZE W/8 RUBBER WHEELS # 3559 or approved equal.	\$ 85.80	\$ 2059.20
9.	0-6 CASES	DISPOSABLE FACE MASKS 600/CS, 3M # 8500 or approved equal	\$ 79.00	\$ 474.00
10.	0-12 EACH	SAFETY CANS poly-type # 1 EAGLE #1543, Color-red, 5-gal or approved equal	\$ 25.50	\$ 306.00
11.	0-12 EACH	GREEN MACHINE TRIMMERS MODEL #4000J QUAD BLADE AND J-bar handle -40.5 gas 40.6cc Mitsubishi engine/6 "string head with 105" line, blade mounting hardware Included for correct installation of accessory blades or approved equal	\$ 528.00	\$ 6336.00

BC4401 DWM

12.	0-12 EACH	GREEN MACHINE HEDGE TRIMMERS, MODEL # 2600h, 30" SINGLE SIDED DLB RECIPROCATING BLADE, GAS 26.1CC Mitsubishi engine/30" blade cut up to 1" in diameter or approved equal	\$ 432.00	\$ 5184.00
13.	0-24 BUNDLES	PROFESSIONAL OAK WOODEN TREE STAKES, 8FT. # 2-629 -12 PER BUNDLE OR APPROVED EQUAL.	\$ 88.00	\$ 2112.00
14.	0-3 EACH	INDUSTRIAL 160 PR. TOOL SET # SK 3 86031-1 OR APPROVED EQUAL	\$ 887.00	\$ 2661.00
15.	0-3 CS	HEAVY DUTY MASONRY TWINE, 24 ROLLS PER CASE, 50' LENGTH OR APPROVED EQUAL.	\$ 58.00	\$ 174.00
16.	0-4 CASES	TREE PAINT, SNAP CUT # 790105, AEROSOL CANS OR APPROVED EQUAL	\$ 28.00	\$ 112.00
17.	0-24 ROLLS	TREE TIES, 1/2 INCH X 100 FT. LONG OR APPROVED EQUAL	\$ 19.00	\$ 456.00
18.	0-3 EACH	HEAVY DUTY S-HOOKS LINK MASTER-H.K. PORTER # 0390 MLN OR APPROVED EQUAL	\$ 132.00	\$ 396.00
19.	0-2 EACH	CENTER CUT BOLT CUTTERS, H.K. PORTER # 0390MC OR APPROVED EQUAL	\$ 121.00	\$ 242.00
20.	0-6 EACH	STRIPE MARKER (Superstriper) w/windscreen & STRIPER MFD by Fox Valley or approved equal	\$ 84.00	\$ 504.00
21.	0-6 EACH	COMPRESSION SPRAYERS GALVANIZED, TANK SIZE-3 GAL. ROOT LOWELL, # 1997 or approved equal	\$ 39.00	\$ 234.00
22.	0-2 ROLLS	1/2" X 600' safety climbing rope or approved equal	\$ 466.00	\$ 932.00
23.	0-3 SETS	ALLEN WRENCH SETS -9 SQUARE DRIVE SOCKET BITS HOLO- KROMEL # 870 or approved equal	\$ 36.00	\$ 108.00
24.	0-3 SETS	ARMSTRONG MECHANIC WRENCH SET # 25-643 W/ vinyl roll 14 pc size 3/8" to 1 1/8", 12 pt long pattern or approval equal	\$ 280.00	\$ 840.00
25.	0-6 EACH	AMERICAN TOOL VISE GRIP #10-CR Locking Pliers, curved jaws 10" length- 1 7/8" Adj. Jaw or Approved equal	\$ 11.20	\$ 67.20
26.	0-6 EACH	PROFESSIONAL POWER LOCK RULER-1 "WIDE-BLADE -30" LENGTH, STANLEY # 33-430 or approved equal	\$ 11.80	\$ 70.80

27.	0-6 EACH	HI-VIZ LINER FIBER GLASS MEASURING TAPE-100" X 1/2" #706D or approved equal	\$ 18.40	\$ 110.40
28.	0-12 EACH	PROFESSIONAL WOOD HANDLE HAMMER-16" HANDLE LENGTH, STANLEY # 51-355-Ripping CLAW or approval equal	\$ 10.25	\$ 123.00
29.	0-12 EACH	UTILITY KNIVES -W/6" LENGTH HANDLE- STANLEY # 10-099-99 OR APPROVAL EQUAL	\$ 3.75	\$ 45.00
30.	0-4 EACH	ARROW OUTWARD CLINCH STAPLE GUN # T-500C-85 STAPLES ON .050" wire or approved equal.	\$ 24.90	\$ 99.60
31.	0-1	1/4 MAGNUM DRILL w/reversing trigger control-0-2000 rpm speed 5.5 amp motor -MLK WAUKEE #0124-1 or approved equal	\$	\$ 140.00
32.	0-1	1/2 MAGNUM DRILL W/Power Tight keyless chuck and reversing trigger control-0-850 rpm speed, 5.5 amp motor-MILWAUKEE # 0235-1 OR APPROVED EQUAL	\$	\$ 169.00
32a	0-1	3/8 MAGNUM DRILL w/power tight keyless chuck & reversing trigger control 0-1200 rpm speed 5.5 amp motor-MILWAUKEE 30225-1 or approved equal.	\$	\$ 107.00
33.	0-2 SET	MILWAUKEE 29 PIECE DRILL SET- HIGH SPEED STEEL SIZES 1/16" TO 1/2" X64 THIS #48-89-0010 OR APPROVED EQUAL	\$ 40.00	\$ 80.00
34.	0-1	ALUMINUM EXTENSION LADDER -2 section WERNER SERIES D 1100- # D1124-2x-3FT. OVERLAP-24" LENGTH or approved equal	\$	\$ 128.00
35.	0-3 EACH	GOSPORT POLY TARPS SIZE 12'X16' COLOR-BLUE 8/10 mil thickness- rustproof grommets every 3 feet or approval equal	\$ 6.00	\$ 18.00
35A.	0-3 EACH	GOSPORT POLY TARPS -SIZE 20 ftx 30 ft color -blue 8/10 mil thickness-rustproof grommets every 3 ft. or Approved Equal	\$ 18.80	\$ 56.40
35B.	0-3 EACH	GOSPORT POLY TAPS -Size 10ftx12ft, blue, 8/10 mil thickness w rustproof grommets every 3 ft or approval equal	\$ 3.90	\$ 11.70
35c.	0-3 EACH	GOSPORT POLY TARPS SIZE 40'x60', blue, 8/10 mil thickness w/ rustproof grommets every 3 ft or APPROVED EQUAL	\$ 69.00	\$ 207.00
36.	0-2 CASES	MOLDED RUBBER STRAPS - 45 " LENGTH - KEEPER #06245 OR APPROVED EQUAL	\$ 52.00	\$ 104.00

37.	0-36 EACH	GILMORE HEAVY DUTY RUBBER HOSES, 50'X3/4 " # 16-34050 -3/4 inch ID or approved equal	\$ 29.50	\$ 1062.00
38.	0-36 EACH	HOSE NOZZLES - HEAVY DUTY-SHERMAN # LN 528C-solid metal w/ rust proof brass valve/plastic casting or approved equal	\$ 4.25	\$ 153.00
39.	0-2 EACH	PISTOL GRIP GREASE GUN-Lowell #1133 or approved equal	\$ 12.50	\$ 25.00
40.	0-6 EACH	Compact Knives 2 5/8" blade length, KLEIN # 44034 or approved Equal	\$ 46.00	\$ 276.00
41.	0-1	REVERSIBLE IMPACT WRENCH 3/4" BOLT CAP.-Chicago Pneumatic # CP 6060 GR approved equal	\$	\$ 1340.00
42.	0-1 CASE	PLEWS PLASTIC FUNNELS # 75-062, 1 pint capacity/20 per case or approved equal	\$	\$ 28.00
43.	0-6 EACH	metal type 1 safety cans -2 gallon, EAGLE# UT-20-S or approved equal	\$ 33.80	\$ 202.80
44.	0-12 EACH	REFLECTIVE CONE COLLARS SERVICE AND MATERIALS #101355 or approval equal	\$ 9.70	\$ 116.40
45.	0-24 EACH	SAFETY TAPE SERIES - "CAUTION" UNITED # UT-600, 100FT. LENGTH OR approval equal	\$ 7.00	\$ 168.00
46.	0-12 EACH	keyed deadbolt locks, SCHLAGE # B460 CV 626-Satin Chrome finish or approved equal	\$ 31.86	\$ 382.32
47.	0-12 EACH	KEYED STORAGE LOCKS # SCHLAGE # A80csv-ORB-626-SATIN CHROME FINISH or approved equal	\$ 88.50	\$ 1062.00
48.	0-24 EACH	SAFETY HASPS, SIZE 4 1/2 "NATIONAL #V-30 V PAC or approved equal	\$ 2.80	\$ 67.20
48a.	0-24 EACH	SAFETY HASPS, SIZE 6" NATIONAL #VPAC or approved equal	\$ 3.75	\$ 90.00
48b.	0-24 EACH	SAFETY HASPS, SIZE 7" NATIONAL or approved equal	\$ 9.40	\$ 225.60
48c.	0-24 EACH	SAFETY HASPS, SIZE 3/4" NATIONAL V-30 V-PAC or approved equal	\$ 1.70	\$ 40.80
49.	0-24 EACH	INDUSTRIAL GRADE PADLOCK MASTER LOCK # 9411-D2 1/8" STEEL CASE or approved equal	\$ 17.80	\$ 427.20

50.	0-24 EACH	STANLEY # 850 EXTRA HEAVY WROUGHT FULL SURFACE STEEL HINGES, 3"x3" or approved equal	\$ 4.85	\$ 116.40
51.	0-24 EACH	HEAVY DUTY HAND TRUCK-HARPER SERIES, 30-# 3017-Continuous handle 600lb capacity OR APPROVED EQUAL	\$ 77.00	\$ 1848.00
52.	0-2 EACH	JET P.T. SERIES-HYDRAULIC HAND PALLET TRUCK # PT 2742A-5000LB. Cap. Return D handle touch control neutral level or approved equal	\$ 380.00	\$ 760.00
53.	0-6 EACH	WHEELS-SEMI PNEUMATIC WESCO # 052862-10" DIAMETER WITH 2.75" WIDTH-BALL BEARING or approved equal	\$ 26.00	\$ 156.00
54.	0-12 EACH	LOADER HUGGER 2" TYPE B NYLON LIFT ALL SERIES 10, 000 # 61002-30FT.WEB or approved equal	\$ 24.80	\$ 297.60
55.	0-24 ROLL	DUCT TAPE-WATERPROOF POLY UNITED #UT-100 INDUSTRIAL grade or approved equal.	\$ 4.80	\$ 115.20
56.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 1/8" FFC-450 type 1 CM# M244 OR APPROVED EQUAL	\$ .68	\$ 16.32
56A.	0-24 EACH	BIG ORANGE DROP FORGED WIRED ROPE CLIPS SIZE -1/4" CM# M246-450 TYPE 1 or approved equal	\$ .74	\$ 17.76
56 b.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS, SIZE 5/8" FFC 450 TYPE 1-CM# M251 or approved equal	\$ .98	\$ 21.12
56 c.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS-SIZE 3/4" TYPE 1- CM#M252 FFC-450 or approved equal	\$ 1.40	\$ 33.60
56D.	0-24 EACH	EACH ORANGE DROP FORGED WIRE ROPE CLIP -SIZE 1" FFC-450 TYPE 1-CM # 245 or approved equal	\$ 2.35	\$ 56.40
57.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9609-1 5/8" QA size or approved equal.	\$	\$ 10.50
57A.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL #389-9618-3/4" QA size or approved equal	\$	\$ 8.80
57B.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9642 - 3 3/4" QA size or approved equal	\$	\$ 9.75
57C.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL# 389-9654-3 5/16"QA size or approved equal	\$	\$ 8.25

57D.	0-1 CARTON	HITCH PIN CLIP-CAMPBELL # 389-9666-2 9/16" QA size or approved eq.	\$	\$ 10.90
57E.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9678-4" QA size or approved equal	\$	\$ 12.10
58.	0-24 EACH	ELECTRICAL OUTDOOR EXTENSION CORD - HEAVY DUTY 100FT. LENGTH, PACIFIC # C2316-100 GR-3 CONDUCTOR or approved equal	\$ 28.80	\$ 691.20
59.	0-12 EACH	STANDARD FLASHING LIGHTS -6 Cell MAG-LITE # S6C016 or approved equal	\$ 24.40	\$ 292.80
60.	0-6 EACH	SAFETY APPROVED LANTERN-6 VOLT BRIGHT-STAR # 2206 OR APPROVED EQUAL	\$ 12.80	\$ 76.80
61.	0-3 EACH	KLEIN TREE TRIMMER BELTS, #87293, LARGE, OR APPROVED EQUAL	\$ 138.00	\$ 414.00
62.	0-12	GRAND 70 -BINDING CHAIN 1/4-CM# 678522-400ft. Or Approved Equal	\$ 535.00	\$ 6420.00
62A.	0-12	GRAND 70- BINDING CHAIN 5/16- CM#678522-275 FT. Or Approved Equal.	\$ 450.00	\$ 5400.00
62B.	0-12	GRAND 70-BINDING CHAIN 3/8-CM#678523- 200FT OR APPROVED EQUAL	\$ 430.00	\$ 5160.00
62C.	0-12	GRADE 70 BINDING CHAIN 1/2 -CM# 678525- 200FT OR APPROVED EQUAL	\$ 1140.00	\$ 13680.00
63.	0-1 BOX	OPEN ROUND EYE SNAPS, 1/4" X 2 5/8 LENGTH -HOLDFAST (COVER) # 7601401 OR APPROVED EQUAL	\$	\$ 24.00
63A.	0-1 BOX	OPEN ROUND EYE SNAPS 3/8 X 3 5/15 HOLDFAST (COVER) # 760-4211 OR APPROVED EQUAL 10 PER BOX	\$	\$ 27.00
63B.	0-1 BOX	OPEN ROUND EYE SNAPS 3/8 X 3 1/2 HOLDFAST (COVER) #760-1421 OR APPROVED EQUAL 10 PER BOX	\$	\$ 28.80
63C.	0-1 BOX	OPEN ROUND EYE SNAPS 1/2 X 4 1/8" HOLDFAST (COVER) # 760-1431 OR APPROVED EQUAL	\$	\$ 32.00
63D.	0-1 BOX	OPEN ROUND EYE SNAPS- 1/2 X 4 1/8 "HOLDFAST (COVER) # 760-144 OR APPROVED EQUAL/10 PER BOX	\$	\$ 32.00
63E.	0-1 BOX	OPEN ROUND EYE SNAP 1/2 X 5 1/8" Length- HOLDFAST (COVER) #760-1441 OR APPROVED EQUAL . 10 PER BOX	\$	\$ 33.00

63F.	0-1 BOX	OPEN ROUND EYE SNAP 1 5/8X 5 7/8"LENGTH-HOLDFAST (COVERT) #760- 1461 or approved equal. 10 per box	\$	\$ 38 <sup>00</sup>
63G.	0-1BOX	OPEN ROUND EYE SNAPS 3/4 X6 1/4 " Length Hold fast (Covert) # 760-1471	\$	\$ 39 <sup>00</sup>
64.	0-1 PACK	PLAIN HEAD CABLE TIRES-IDEAL # 15 -809 NATURAL OR APPROVED EQUAL. 1,000 PER PACK	\$	\$ 22 <sup>00</sup>
64A.	0-1 PACK	PLAIN HEAD CABLE TIRES -IDEAL #15-849 STD NATURAL OR APPROVED EQUAL - 1,000 PER PACK	\$	\$ 38 <sup>75</sup>
64B.	0-1 PACK	PLAIN HEAD CABLE TIRES-IDEAL #15-829- 5.5I-NATURAL or APPROVED EQUAL - 1,000 PER PACK	\$	\$ 29 <sup>00</sup>
64C.	0-1 PACK	PLAIN HEAD CABLE TIRES -IDEAL # 15- 659-11"-L. NATURAL OR APPROVED EQUAL	\$	\$ 22 <sup>80</sup>
65.	0-12 EACH	CHAIN SAW-12"-16"BAR SIZE CS-3400, TOP HANDLE SAW 33.4 CC ENGINE ECHO, # CS- 3400 OR APPROVED EQUAL.	\$ 282 <sup>00</sup>	\$ 3384 <sup>00</sup>
66.	0-12 EACH	BACKPACK BLOWER-30 CC ENGINE, LIGHTWEIGHT, 250 MPH AIR VELOCITY/590 CFM-COVERED MUFFLER AND NOISE ARRESTING FILTER (69dba) Green Machine# 4600EP OR APPROVED EQUAL	\$ 344 <sup>40</sup>	\$ 4132 <sup>80</sup>
67.	0-4 EACH	ENCORE GEAR DRIVEN MOWER, 48 INCH 14 H.P., KAWASAKI ENGINE, 4.25 GAL FUEL CAPACITY, # 48K200 OR APPROVED EQUAL 934006	\$ 2680 <sup>00</sup>	\$ 10720 <sup>00</sup>
68.	0-1	ENCORE POWER THATCH, #25T100, #11 GA. 20" OPERATING WIDTH OR APPROVED EQUAL	\$	\$ 1210 <sup>00</sup>
69.	0-2EACH	HONDA GENERATOR # EZ4500S SUPER QUIET, WITH 4500 WATT MAX. OUTPUT, ELECTRIC	\$ 1860 <sup>00</sup>	\$ 3720 <sup>00</sup>
70.	0-12 EACH	"UNION :WOOD CHIPPERS #AX -30-327 OR APPROVED EQUAL	\$ 17 <sup>80</sup>	\$ 213 <sup>60</sup>
71.	0-3 DOZEN	"Union garden Pick Mattock # 30-805 or approved equal.	\$ 258 <sup>00</sup>	\$ 774 <sup>00</sup>
72.	0-24 DOZEN	"UNION "BROOMS, 16 INCH, # 77408 OR APPROVED EQUAL.	\$ 117 <sup>60</sup>	\$ 2822 <sup>40</sup>
73.	0-24 DOZEN	"Union" BROOMS, 24 INCH #77-400 OR APPROVED EQUAL.	\$ 138 <sup>00</sup>	\$ 3312 <sup>00</sup>

74.	0-4 DOZEN	"UNION" Weed Cutter #62-105 OR APPROVED EQUAL	\$ 147.84	\$ 591.36
75.	0-24 EACH	"UNION" POLE PRUNER # 62-932 OR APPROVED EQUAL.	\$ 32.00	\$ 768.00
76.	0-24 EACH	"UNION" BOW SAW #62-919 OR APPROVED EQUAL.	\$ 6.90	\$ 165.60
77.	0-24 EACH	"UNION" PRUNING SAW, # 62-922 OR APPROVED EQUAL	\$ 7.90	\$ 189.60
78.	0-12 EACH	"UNION" WHEELBARROW #77-283 OR APPROVED EQUAL	\$ 69.00	\$ 828.00
79.	0-10 DOZEN	"UNION" CORN BROOMS OR APPROVED EQUAL	\$ 52.80	\$ 528.00
80.	0-14 DOZEN	"UNION" SCOOP SHOVELS #79-805 or APPROVED EQUAL	\$ 228.00	\$ 3192.00
81.	0-1 DOZEN	"UNION" AX HANDLES. #90-039 or APPROVED EQUAL	\$	\$ 98.00
82.	0-6 EACH	"UNION" POST HOLE DIGGERS, #78-101 OR APPROVED EQUAL	\$ 25.60	\$ 153.60
83.	0-24 DOZEN	"UNION" BOLT THRU LAWN RAKE #64-582 OR APPROVED EQUAL	\$ 178.00	\$ 4272.00
84.	0-10 DOZEN	"UNION" I-BEAM POINT SHOVEL, # 45-870 OR APPROVED EQUAL	\$ 153.60	\$ 1536.00
85.	0-14 DOZEN	"UNION" DURA-TORQUE POINT SHOVEL, #45-870 OR APPROVED EQUAL	\$ 153.60	\$ 2150.40
86.	0-6 DOZEN	"UNION" GARDEN NURSERY SPADE, #46-168 OR APPROVED EQUAL	\$ 288.00	\$ 1728.00
87.	0-24 EACH	"UNION" TAMPING BAR, # 30-614 or APPROVED EQUAL	\$ 23.00	\$ 552.00
88.	0-10 DOZEN	"UNION" BOW HEAD RAKE, #63-10 APPROVED EQUAL	\$ 105.00	\$ 1050.00
89.	0-6 DOZEN	"UNION" LEVEL HEAD RAKE, #63-110 OR APPROVED EQUAL	\$ 306.72	\$ 1840.32
90.	0-3 DOZEN	"UNION" GARDEN HOE, # 66-105 OR APPROVED EQUAL	\$ 260.00	\$ 780.00
91.	0-6 DOZEN	"UNION" SCRAPERS, #81-102 OR APPROVED EQUAL	\$ 232.00	\$ 1392.00
92.	0-3 DOZEN	"UNION" HEDGER SHEARS, #62-420 OR APPROVED EQUAL	\$ 216.00	\$ 648.00
93.	0-3 DOZEN	"UNION" HEDGE PRUNERS, #62-430 or APPROVED EQUAL	\$ 169.00	\$ 507.00

94.	0-12 DOZEN	"UNION" STEEL BRACED BARN PUSHER, #79-847 OR APPROVED EQUAL	\$ 340 <sup>00</sup>	\$ 4080 <sup>00</sup>
95.	0-48 DOZEN	"UNION" BROOM 6 SCREW HANDLES WITH METAL TIPS # 84-007 OR APPROVED EQUAL	\$ 3360	\$ 161280
96.	0-12 EACH	"UNION" corn knife, 15 inch, #62-653 OR APPROVED EQUAL	\$ 1350	\$ 16200
97.	0-3 DOZEN	"UNION" 4 PRONG CULTIVATOR, #68-120 OR APPROVED EQUAL	\$ 16080	\$ 48240
98.	0-5 DOZEN	SELLSTROM SEBRING # 400 EYEWARE OR APPROVED EQUAL	\$ 4080	\$ 20400
99.	0-6 EACH	PPT2400 ECHO Commercial Duty ECHO 23.6CC DUAL Ring Piston Engine. Power pruners	\$ 5480	\$ 328800
100.	0-24 EACH	ECHO BRUSH CUTTER SYSTEM WITH STEEL MESH VISOR AND EARMUFFS, Part # 103942230	\$ 2615	\$ 62760
101.	0-2 EACH	ECHO HPP1900 POWER WASHER. (Produces 1,300 psi at 1.85 G.P.M. with optional part #999448-00170) or APPROVED EQUAL	\$ 8880	\$ 17760
102.	0-1 DOZEN	CORONA, 20" BOW SAW, # BS-4010 OR APPROVED EQUAL	\$	\$ 6900
103.	0-2 DOZEN	CORONA, PROFESSIONAL BY PASS PRUNER, # BP6250, OR APPROVED EQUAL	\$ 30800	\$ 61600
104.	0-2 DOZEN	CORONA, PROFESSIONAL SUPER-DUTY BYPASS LOPPER, WL6490 OR APPROVED EQUAL	\$ 122000	\$ 244000
105.	0-2 DOZEN	CORONA, PROFESSIONAL LONG HANDLES HEDGE SHEAR, #HS6930 OR, APPROVED EQUAL	\$ 49600	\$ 99200
106.	0-12 EACH	CORONA, PROFESSIONAL 13FT ARBORIST TREE PRUNING SYSTEM, # TP6880 OR APPROVED EQUAL	\$ 19400	\$ 232800
107.	0-12 EACH	RED MAX PRO SERIES CHAIN SAWS G310TS	\$ 19700	\$ 236400

108.	0-12 EACH	RED MAX PRO SERIES BLOWER, EPA CERTIFIED, EB6200	\$ 464. <sup>00</sup>	\$ 5578. <sup>00</sup>
109.	0-12 EACH	RED MAX PRO SERIES WEED WACKER, EPA CERTIFIED BC34406 BC3401DL	\$ 467. <sup>00</sup>	\$ 5604. <sup>00</sup>
110.	0-3 DOZEN	70-219 FORGER SOUTHERN MEADOW BEVELED BLADE, 7"X3 1/2"	\$ 110. <sup>00</sup>	\$ 330. <sup>00</sup>

ONE HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED SIXTEEN AND SIXTY-SEVEN CENTS

(Total Bid Price In Written Words)

166,516.<sup>67</sup>

(In Figures)



The contract will be awarded as an open-end contract. The minimum and maximum amount of quantities that the City will order are set forth. For those items including zero as the minimum quantity, the city shall not be obligated to order any quantity. The contract will be awarded based on the total bid price bidder must bid on all items. A failure to bid on all items will result in the rejection of bid.

**ORIGINAL**  
DANNY 6/12/10

**DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PARK MAINTENANCE  
Interdepartmental Memorandum**

Date: June 14, 2010  
To: Rodney Hadley, Director, Department of Public Works  
From: Elizabeth Harley, Park Maintenance  
Subject: **Renewal - Small Tools and Hardware Supplies**

---

Ronald Eberle from Duncan Hardware has returned his acceptance letter and the completed EEO Affirmative Action Requirements package for renewal for the above mentioned project.

c: Silendra Bajnauth, Fiscal Officer, Department of Public Works ✓

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547-4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 personal 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, 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance 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):

RONALD S. EBERLE

Representative's Signature:

Ronald S. Eberle

Name of Company:

DUNCAN HARDWARE, INC.

776 West Side Avenue

Tel. No.: 201-935-1700

Date: Jersey City, NJ 07306

# Sample Federal Letter of Approval

U.S. Department of Labor Employment Standards Administration Office of Federal  
Control Compliance Programs Newark Area Office 124 Evergreen Place, Fourth Floor  
East Orange, NJ 07108



February 27, 20\_\_

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20\_\_.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely, Area

Office Director.

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY

DIVISION OF PUBLIC CONTRACTS EQUAL  
EMPLOYMENT OPPORTUNITY COMPLIANCE

Form AA302

Employee Information Report

Form AA302  
Rev. 10/08

STATE OF NEW JERSEY  
Division of Public Contracts Equal Employment Opportunity Compliance

**EMPLOYEE INFORMATION REPORT**

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SWRAP BALLPOINT PEN.  
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$100.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.  
DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY \_\_\_\_\_ 2. TYPE OF BUSINESS  
 1. MFG.  2. SERVICE  3. WHOLESALE  
 4. RETAIL  5. OTHER \_\_\_\_\_ 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY **11**

4. COMPANY NAME **DUNCAN HAROWARD INC**

5. STREET **776 West Side Ave** CITY **J.C. Hudson** COUNTY **Hudson** STATE **N.J.** ZIP CODE **07306**

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

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

8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS BY AN: \_\_\_\_\_

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT **11**

10. PUBLIC AGENCY AWARDED CONTRACT **J-C DPW - PARKS & FORESTRY** CITY **J.C.** COUNTY **Hudson** STATE **N.J.** ZIP CODE **07305**

Official Use Only: DATE RECEIVED \_\_\_\_\_ INVOICE DATE \_\_\_\_\_ ASSIGNED CERTIFICATE 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. Exclude ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-MEN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON-MEN.
Officials/Managers	1			1									
Professionals	1												
Technicians													
Sales Workers	5				4								
Office & Clerical	4								1				
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	11												
Total employment from previous Report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. Visual Survey  2. Employment Record  3. Other (Specify) \_\_\_\_\_

13. DATES OF PAYROLL PERIOD USED  
 From: **June 2009** To: **June 2010**

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

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

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) **RONALD S. EBERLE** SIGNATURE **Ronald S. Eberle** TITLE **Pres.** DATE **6/7/10**

17. ADDRESS NO. & STREET **776 West Side Ave** CITY **J.C. Hudson** COUNTY **Hudson** STATE **N.J.** ZIP CODE **07306** PHONE (AREA CODE, NO. EXTENSION) **201-435-1700**

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

WHITE - DIV. OF PUBLIC CONTRACTS EEO; CANARY - DIV. OF PUBLIC CONTRACTS EEO-DP; PINK - PUBLIC AGENCY; GOLD - VENDOR

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

## IMPORTANT:

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

- ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".
- ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.
- ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.
- ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.
- ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.
- ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.
- ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.
- ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.
- ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.
- Racial/Ethnic Groups will be defined:**  
**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.  
**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.  
**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.  
**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.  
**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.
- ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.
- ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.
- ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".
- ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.
- ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

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

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

**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): RONALD S. EBERLE

Representative's Signature: Ronald S Eberle

Name of Company: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Date: 6/7/10

DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6888

**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 : DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Address : Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6888  
Telephone No. : \_\_\_\_\_  
Contact Name : RONALD S. EBERLE

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

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

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

Business Name : DUNCAN HARDWARE, INC.  
Address : 776 West Side Avenue  
Jersey City, NJ 07306  
Telephone No. : (201) 435-1700 Fax 435-6888  
Contact Name : RONALD S. EBELE

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

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 242  
TRENTON, NJ 08646-0262

TAXPAYER NAME:

DUNCAN HARDWARE, INC.

TRADE NAME:

DUNCAN TRU-VALUE HARDWARE

ADDRESS:

776 WEST SIDE AVE  
JERSEY CITY, NJ 07306

SEQUENCE NUMBER:

0062510

EFFECTIVE DATE:

09/16/49

ISSUANCE DATE:

03/28/05

Director

FORM-BRC(08-01)

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

DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6888

Certification 7161

# 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-2006** to **15-MAR-2013**



**DUNCAN HARDWARE INC.  
776 WEST SIDE AVENUE  
JERSEY CITY NJ 07308**



*Bradley Abela*  
Acting State Treasurer

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

City Clerk File No. Res. 10-627  
Agenda No. 10.U  
Approved: SEP 15 2010  
TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ARCO CONSTRUCTION GROUP FOR JCPD WEST DISTRICT POLICE PRECINCT - PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

**COUNCIL**

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

**WHEREAS**, the Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **JCPD - WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002**, pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement, the City of Jersey City has received ten (10) bids, the lowest having been from **Arco Construction Group, 22-24 South 7<sup>th</sup> Street, Elizabeth, New Jersey 07202** in the Grand Total Bid Amount of **NINE MILLION SIX HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED FIFTY-THREE AND 00/100 DOLLARS (\$9,653,153.00)** with a 10% Contingency amounting **NINE HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED FIFTEEN AND 30/100 DOLLARS (\$965,315.30)**; and

**WHEREAS**, the Director of Purchasing has certified that he considers said bid to be fair and reasonable; 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.

**Department of Public Works, Division of Architecture**

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
04-215-55-857-990	101109	\$ 9,653,153.00
04-215-55-857-990	101110 (Contingency)	\$ 965,315.30
	Total Encumbrancy.....	\$10,618,468.30

**WHEREAS**, a grant was awarded from the New Jersey Department of Energy for green related materials for this project in the amount of \$790,148.00 (Green Items Only).

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
02-213-40-000-508	101111	\$790,148.00

**WHEREAS**, because the City will be unable to determine the exact amount of the State grant funds that will be needed because the Schedule of Values for the green components of the project still need to be submitted by the General Contractor, the City will need encumber the full amount of the grant and drop unused funds at the end of the project;

City Clerk File No. Res. 10-627

Agenda No. 10.U

TITLE: SEP 1 5 2010

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ARCO CONSTRUCTION GROUP FOR JCPD - WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

**NOW, THEREFORE, BE IT RESOLVED** BY THE Municipal Council of the City of Jersey City that the said bid of the aforementioned **Arco Construction Group** be accepted and that a contract be awarded to said company in the above amount and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to attest that the contract 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 be it further

*J.A. 9/8/10*  
**RESOLVED**, that this contract shall be subject to the conditions that the vendor provide satisfactory evidence of compliance with the Jersey City 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.

*Donna Mauer*  
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 Works, Division of Architecture**

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
04-215-55-857-990	101109	\$ 9,653,153.00
04-215-55-857-990	101110 (Contingency)	\$ 965,315.30
Total Encumbrancy.....		\$10,618,468.30

**APPROVED:**  
*Peter Folgado*  
PETER FOLGADO, DIRECTOR  
DIVISION OF PURCHASING

ab  
September 7, 2010

APPROVED: \_\_\_\_\_  
*Donna Mauer*  
Business Administrator

APPROVED AS TO LEGAL FORM  
*Russell Reddy*  
Asst. Corporation Counsel

Certification Required   
Not Required

APPROVED *6-1*

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								9/15/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP		✓		FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*Peter M. Brennan*  
Peter M. Brennan, President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

RESOLUTION FACT SHEET  
OF BID RECEPTION

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ARCO CONSTRUCTION GROUP FOR THE NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION**

Brian F. Weller, L.L.A., Acting Director

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:** Twenty-Three (23)

**DATE BIDS WERE PUBLICLY RECEIVED:** August 5, 2010

**NUMBER OF BIDS RECEIVED:** Ten (10)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

JCPD - West District Police Precinct

**IN THE SPACE BELOW, PROVIDE DETAILED INFORMATION FOR:**

- (A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS AND THEIR
- (B) BID RESULTS (DESCRIPTION OF BID ITEMS - INCLUDING QUANTITY OF ITEMS BID UPON, UNIT PRICES, EXTENDED PRICES, AND ANY OTHER PERTINENT INFORMATION RELEVANT TO THE BID RECEPTION):

	Grand Total Bid Price
1. <b>Arco Construction Group</b> 22-24 South 7 <sup>th</sup> Street Elizabeth, NJ 07202	<b>\$ 9,653,153.00</b>
2. <b>Vanas Construction Co., Inc.</b> 249 Leonia Avenue Bogota, NJ 07603	<b>\$ 9,750,000.00</b>
3. <b>Onekey LLC.</b> 241 Hudson Street Hackensack, NJ 07601	<b>\$ 9,790,000.00</b>
4. Chanree Construction Ramshorn Executive Center 2399 Highway 34, Suite A1 Manasquan, NJ 08736	\$ 9,799,000.00
5. Tormee Construction Inc. P.O. Box 7921 Shrewsbury, NJ 07702	\$ 9,889,000.00
6. Austin Helle Co., Inc. 886-b2 Pompton Avenue Cedar Grove, NJ 07009	\$10,072,800.00
7. Alna Construction Corporation 100 Plaza Center, Suite 2 Secaucus, NJ 07094	\$10,225,000.00
8. Railroad Construction Co., Inc. 75-77 Grove Street Paterson, NJ 07503	\$10,665,720.00
9. Benard Associates, Inc. 321 Hamburg Turnpike Wayne, NJ 07470	\$10,788,250.00

10. Brockwell & Carrington Contractors Inc.  
1 Como Court  
Towaco, NJ 07082

\$10,930,000.00

COMMENTS (IF NECESSARY):

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

1.

I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED

Date

9/8/10

  
PETER FOLGADO, DIRECTOR  
DIVISION OF PURCHASING

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
P.O. BOX 232  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

ARGO ELECTRICAL CONTRACTORS, INC.

TRADE NAME:

ADDRESS:

22-24 S. SEVENTH ST.  
ELIZABETH, N.J. 07201

SEQUENCE NUMBER:

0578261

EFFECTIVE DATE:

04/05/91

ISSUANCE DATE:

11/04/04

FORM-BRC(08-01)

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

**EEO/AFFIRMATIVE  
ACTION  
REQUIREMENTS  
CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA Requirements For Construction  
Contracts should be directed to:

**Jeana F. Abuan**  
**Affirmative Action Officer, Public Agency Compliance Officer**  
**Department of Administration**  
**Office of Equal Opportunity/Affirmative action**  
**280 Grove Street Room-103**  
**Jersey City NJ 07302**  
**Tel. #201-547-4533**  
**Fax# 201-547-5088**  
**E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)**

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex ;

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

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

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 applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women

workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. 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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, 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 or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division 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;

(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 until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court

decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) 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 determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 Division. 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.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a women 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 Division.

(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 Division and submitted promptly to the Division upon request.

(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 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division 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 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 (NJAC 17:27).

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

**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**

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 their contractor/company 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): \_\_\_\_\_  
Angel Cabrera - President

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

Name of Company: Arco Construction Group

Tel. No.: 908-352-0067 Date: 08-05-10

**ADDENDUM #1**

Date: 08-05-10

Project: West District Police Precinct Jersey City NJ

The following clarifications, amendments, additions, deletions, revisions and modifications are part of the Contract and change the original Bidding Documents only in the manner and to the extent stated.

Please delete Article IV, Letter A of Minority and Women Business Participation in City Construction Contracts (found in the EEO/AA Requirement Section of the contract) and insert the following:

**IV. Availability of minority/women businesses information**

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform the work. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in any way the provision that bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work, or as changing in any way other provisions of these specifications.

# MINORITY AND WOMEN BUSINESS PARTICIPATION IN CITY CONSTRUCTION CONTRACTS

City of Jersey City  
Department of Administration  
Division of Equal Opportunity

## Minority & Women Business Participation in City Construction Contracts

### I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned and women owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

### II Purpose

The city has adopted regulations to assure that bidders receiving City construction contracts are not engaged in unlawful discrimination and make reasonable good faith efforts to include minority & women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc., and to make every reasonable effort to provide subcontracting opportunities to qualified minority and woman owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

**III Suggested Participation Level for minority and woman owned subcontractors:**

- A. Suggested levels of participation for minority owned subcontractors and woman owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and woman owned businesses (M/WB's) providing various categories of goods and services. Minority and/or woman owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or woman owned businesses not so registered will be accepted as such pending completion of the registration process, on recommendation of the Director of Minority/Women Business Enterprise Development Program (M/WE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:

Minority owned .....20% of total dollar amount of contract

Woman owned ..... 5% of dollar amount of contract

**IV. Availability of information/referral lists of minority/women businesses**

- A. To assist bidders in identifying prospective M/WB subcontractors in various areas of work included in the project, Purchasing Agent will deliver with bid packages lists of M/WB contractors in the specific disciplines involved in the project, prepared by the M/WBE Director.

Referrals of prospective subcontractors in various specialties by the MWBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such referral lists are submitted for the sole purpose of identifying minority and woman owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements are to be construed as changing in any way the provision

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

**V. Bidders will submit with bid proposal:**

1. Plan for outreach to and utilization of minority and/or woman owned businesses as subcontractors, including bidder's anticipated participation level for MWB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's. (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the Architect/Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWBE Director for review.

**VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:**

- A. MWBE Director will review forms/information submitted by apparent lowest responsible bidder (or three lowest responsible bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder (or three lowest) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

**C. MWBE review will include**

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, Director will attempt to ascertain whether said subcontractors are in fact minority and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II. If MWBE Director has reason to believe the proposed subcontractor is not a bona fide minority or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels

**D. Findings/Recommendations as to compliance**

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.
2. If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority & woman owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.
3. If said review indicates that the bidder has made reasonable efforts to include minority businesses as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on findings of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

**VII. Awarding of contract**

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/women subcontractors as appropriate.

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): Angel Cabrera - President

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

Name of Company: Arco Construction Group

Tel. No.: 908-352-0067

Date: 08-05-10

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)**  
**N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the contractor's requirement 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.

After notification of award, but prior to signing the contract, the contractor shall submit to the Public Agency Compliance Officer and the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division), an Initial Project Workforce Report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the Public Agency Compliance Officer. The contractor shall also 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.

The contractor may obtain the Initial Project Workforce Report (AA201) from the public agency during normal business hours.

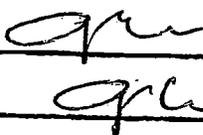
The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27.

**COMPANY:**

Arco Construction Group

**SIGNATURE:**



**DATE:** 08-05-10

**PRINT NAME:** Melanie Vazquez

**TITLE:** President

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

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

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

Business Name : Arco Construction Group  
Address : 22-24 South Seventh Street Elizabeth NJ 07202  
Telephone No. : 908-352-0067  
Contact Name : Angel Cabrera

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**

Form MWB-3 Contractor's compliance plan to be submitted with bid document  
**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City  
 Department of Administration / Division of Equal Opportunity  
 Division of Equal Opportunity**

**Project:** West District Police Precinct Jersey City NJ # 2007-002

**Contractor:** Arco Construction Group **Bid Amt. \$** 9,653,153

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
<i>Arco Construction</i>		<input checked="" type="checkbox"/>		
<i>Plumbing</i>	<i>515,000</i>			<input checked="" type="checkbox"/>
<del>Electric</del> <i>HVAC</i>	<i>945,000</i>			<input checked="" type="checkbox"/>
<i>5 Paintless</i>	<i>159,000</i>			<input checked="" type="checkbox"/>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
Electric	Arco Elec	1,690,000	<input checked="" type="checkbox"/>		
Sprinklers	K-D Plumbers	139,000			<input checked="" type="checkbox"/>
HVAC	K-D Plumbers	945,000			<input checked="" type="checkbox"/>
<del>Plumbing</del>		<del>78,000</del>			
Plumbing	K-D Plumbers				<input checked="" type="checkbox"/>

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

\_\_\_\_\_

Name of Contractor

by: Signature 

Type or print name/title: Angel Cabrera - President

Tel: No. 908-352-0067 Date: 08-05-10

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

by \_\_\_\_\_ Date: 08-05-10

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

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

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

Business Name : Arco Coast Group  
Address : 22-24 South 7<sup>th</sup> St Elizabeth NJ  
Telephone No. : 908-352-0067  
Contact Name : Angel Cabrera

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**

Form MWB-3 Contractor's compliance plan to be submitted with bid document  
**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City  
 Department of Administration / Division of Equal Opportunity  
 Division of Equal Opportunity**

**Project:** West District Police Precinct Jersey City NJ # 2007-002

**Contractor:** Arco Construction Group Bid Amt. \$ 9,653,153

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
<i>None</i>				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

PURCHASING COPY

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					
Same as Previous					

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

\_\_\_\_\_

\_\_\_\_\_

Name of Contractor

by: Signature 

Type or print name/title: Angel Cabrera - President

Tel: No. 908-352-0067 Date: 08-05-10

.....  
For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

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

**PURCHASING COPY**

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

City Clerk File No. Res. 10-628

Agenda No. 10.V

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

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE FOR NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/PARKS MAINTENANCE**

### **COUNCIL**

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

**WHEREAS**, the City Acting 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 a **Maintenance Contract for Sports Lighting and Scoreboards at Numerous Ballfields** for the Department of Public Works/Parks Maintenance pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the sole bid being that from **Starlite Electric, LLC, 260 Main Street, Keansburg, New Jersey 07734** in the total bid amount of, **One Hundred Fifty Two Thousand, Five Hundred (\$152,500.00) Dollars**; and

**WHEREAS**, the contract is for one year and the City reserves the right to extend the contract for two (2) additional one (1) year terms pursuant to specifications and bids thereon; and

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

**WHEREAS**, the sum of **Fifteen Thousand (\$15,000.00) Dollars** will be available in the 2011 temporary budget in Account #01-201-28-375-312, Department of Public Works/Parks Maintenance; 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.

**Dept. of Public Works /Parks Maintenance**

**Acct. No. 01-201-28-375-312**

**P.O. NO. 100653**

**Amount:\$15,000.00**

**WHEREAS**, the remaining contract funds of **One Hundred Thirty Seven Thousand, Five Hundred Dollars (\$137,500.00)** will be made available in the 2011 and 2012 temporary and permanent budgets; and

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2011 and 2012 temporary and permanent budgets; and

(Continued on page 2)

**WITHDRAWN**

**TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE FOR NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/PARKS MAINTENANCE**

WHEREAS, if funds are not available for the contract in the 2011 and 2012 temporary and permanent budgets, this award will be null and void.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned companies be accepted and that a contract be awarded to said companies in the above amount, and the Acting 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 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

*J.A.*  
*9/8/10*  
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 No. 01-201-28-375-312.

Dept. of Public Works/Parks Maintenance  
 Acct. No. 01-201-28-375-312 P.O. NO. 100653 Amount: \$15,000.00

APPROVED *Peter Folgado*  
 Peter Folgado, Director of Purchasing

APPROVED: \_\_\_\_\_  
 APPROVED: *Julia*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*Paul Kelly*  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULLER				WANN, PRES			
LOPEZ				RICHARDS							

**WITHDRAWN**

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

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

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STARLITE ELECTRIC LLC, FOR SPORTS LIGHTING & SCORE BOARDS MAINTENANCE AT NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARKS MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

One (1)

**DATE BIDS WERE PUBLICLY RECEIVED:**

July 15, 2010

**NUMBERS OF BIDS RECEIVED:**

One (1)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Maintenance contract for Sports Lighting & Score Boards at various Ballfields for the Department of Public Works/ Parks Maintenance

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

1) Starlite Electric LLC  
260 Main Street  
Keansburg, NJ 07734

Grand Total Bid Price

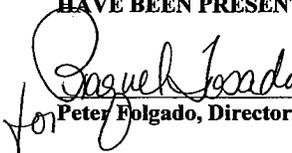
\$152,500.00

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

Date

7/27/10

  
for Peter Folgado, Director of Purchasing, QPA

Peter Folgado, Director of Purchasing, QPA

**EEO/AFFIRMATIVE  
ACTION  
REQUIREMENTS  
CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA Requirements For Construction  
Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: abuanJ@jcnj.org

## EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A 10:5-31 et seq., 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, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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 Division 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 Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, 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.

## EXHIBIT B (Cont)

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 to 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 procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division 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 Division, and minority and women referral organizations listed by the Division 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;
- (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;

## EXHIBIT B (Cont)

(6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) 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 Division. 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.

(ii). 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 paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii). 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 Division.

(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 Division and submitted promptly to the Division upon request.

(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,

**EXHIBIT B (Cont)**

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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division 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 Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance 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 B**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Construction 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): \_\_\_\_\_

Dennis Lucas / Sole Member

Representative's Signature: α

Name of Company: Starlite Electric, LLC

Tel. No.: 732-495-7600 Date: 7-9-10

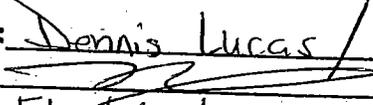
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the Sole Member of Starlite Electric, (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): Dennis Lucas / Sole member  
Representative's Signature:   
Name of Company: Starlite Electric, LLC  
Tel. No.: 732-495-7600 Date: 7-9-10

**STATE OF NEW JERSEY**  
 DIVISION OF CONTRACT COMPLIANCE  
 EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Official Use Only

Assignment

Code

FORM AA-201

Revised 10/03

**INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION**

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM.  
 PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER _____	2. CONTRACTOR ID NUMBER _____	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT City of Jersey City 250 Grove Street Jersey City, NJ 07302
3. NAME AND ADDRESS OF PRIME CONTRACTOR Starlite Electric, LLC (Name) 260 Main Street, Suite 1 (Street Address) Kearnsburg NJ 07734 (City) (State) (Zip Code)		CONTRACT NUMBER    DATE OF AWARD    DOLLAR AMOUNT OF AWARD : :
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]		6. NAME AND ADDRESS OF PROJECT Maintenance Contract for Sports Lighting + Scoreboard at Numerous Locations COUNTY _____
9. TRADE OR CRAFT		7. PROJECT NUMBER

8. IS THIS PROJECT COVERED BY A PRO LABOR AGREEMENT (PLA)?  YES  NO

	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN		4								
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER			3		1					
19. OTHER	2									
20. OTHER	1									

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

  
 (Signature)

10. (Please Print Your Name) Dennis Lucas      (Title) Sole Member

732      495-7600      7-9-10

(Area Code)      (Telephone Number)      (Ext.)      (Date)

**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 : Starlite Electric, LLC  
Address : 260 Main Street, Ste. #1  
Keansburg, NJ 07734  
Telephone No. : 8897-667-7600  
F: 732/495-7688  
Contact Name : Starlite Electric, LLC

Dennis Lucas  
Sole 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.

Form MWB-3 Contractor's compliance plan to be submitted with bid document  
**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City  
 Department of Administration / Division of Equal Opportunity  
 Division of Equal Opportunity**

Project: Maintenance Contract for Sports Lighting + Scoreboard @ Numerous Locations # \_\_\_\_\_

Contractor: Starlite Electric, LLC Bid Amt. \$ 152,500<sup>00</sup>

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
N/A				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

Maintenance Contract for Sports Lighting  
 + Scoreboard at Numerous Locations

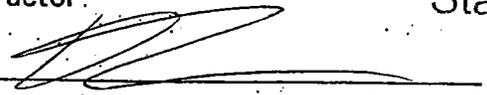
MWB3 page 2 - Project

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					
N/A					

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

Give them an equal opportunity to bid on project or material

Name of Contractor: Starlite Electric, LLC  
 by: Signature:  Dennis Lucas  
 Type or print name/title: Sole Member  
 Tel: No. \_\_\_\_\_ Date: 7-9-10  
 Starlite Electric, LLC  
 200 Main Street, Ste. #1  
 Keansburg, NJ 07734  
 P: 732/495-7600  
 F: 732/495-7688

For City use: \_\_\_\_\_  
 Acceptable M/W business participation levels for this project: \_\_\_\_\_  
 by \_\_\_\_\_ Date: \_\_\_\_\_

**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 : Starlite Electric, LLC  
Address : 260 Main Street, Ste. #1  
Keansburg, NJ 07734  
Telephone No. : P: 732/495-7600  
F: 732/495-7666  
Contact Name : Starlite Electric, LLC  
Dennis Lucas  
Sole 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.

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Form MWB-3 Contractor's compliance plan to be submitted with bid document  
**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City**  
**Department of Administration / Division of Equal Opportunity**  
**Division of Equal Opportunity**

**Project:** Maintenance Contract for Sports  
Lighting + Scoreboard at # \_\_\_\_\_  
Numerous Locations

**Contractor:** Startite Electric Bid Amt. \$ 152,500<sup>00</sup>

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

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CONTINUED ON NEXT PAGE

Maintenance Contract for Sports Lighting  
and Score board @ Numerous Locations

MWB3 page 2 - Project

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					

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

Give them an equal opportunity to bid project or material

Name of Contractor Starlite Electric, LLC  
 by: Signature  Dennis Lucas  
Sole Member

Starlite Electric, LLC  
 260 Main Street, Ste. #1  
 Keansburg, NJ 07734  
 P: 732/495-7600  
 F: 732/495-7688

Type or print name/title: \_\_\_\_\_  
 Tel: No. \_\_\_\_\_ Date: 7-9-10

For City use: .....

Acceptable M/W business participation levels for this project: \_\_\_\_\_

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 132  
TRENTON, NJ 08646-0132

TAXPAYER NAME  
STARLITE ELECTRIC LLC  
ADDRESS  
28 NATE LANE  
HOWELL NJ 07731  
EFFECTIVE DATE  
05/26/04

TRADE NAME  
SEQUENCE NUMBER  
1069595  
ISSUANCE DATE  
07/13/05

*John S. Tully*

FORM BRG (08-01)

TRADE NAME AND ADDRESS ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

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

City Clerk File No. Res. 10-629

Agenda No. 10.W

Approved: SEP 15 2010

TITLE:



## RESOLUTION RATIFYING TWO (2) TWELVE MONTH EXTENSIONS OF AN AGREEMENT WITH HORIZON BLUE CROSS/BLUE SHIELD OF NEW JERSEY TO ADMINISTER THE CITY'S SELF FUNDED HEALTH PLAN

**WHEREAS**, Resolution 07-854 approved on November 7, 2007 authorized a contract with Horizon Blue Cross/Blue Shield of New Jersey (Horizon) to administer the City's Self-Funded Health Plan for City of Jersey City employees and retirees; and

**WHEREAS**, the contract was awarded as an Extraordinary Unspecifiable Services Agreement pursuant to N.J.S.A. 40A:11-5(1)(m) of the Local Public Contracts Law; and

**WHEREAS**, Resolution 07-854 authorized the Business Administrator to execute a contract with Horizon for the provision of such services; and

**WHEREAS**, Resolution 07-854 provided that the contract would take effect as of January 1, 2008; and

**WHEREAS**, the contract executed by the Business Administrator was for a term of one (1) year and included options to renew the contract for up to two additional one-year terms; and

**WHEREAS**, Horizon has provided administrative services for the City's Self Funded Health Plan from January 1, 2008 to the present; and

**WHEREAS**, the annual cost of the contract is \$51,000,000.00; and

**WHEREAS**, the total contract amount paid to Horizon Blue Cross Blue Shield of New Jersey will be for the payment of their administrative fees and claims incurred by all eligible enrollees; and

**WHEREAS**, the contract period is for six (6) months from July 1, 2010 to December 31, 2010; and

**WHEREAS**, the total contract amount for the six month period is \$27,000,000.00

**WHEREAS**, funds in the amount of \$12,000,000.00 are available in Account No. 01-201-23-220-801.

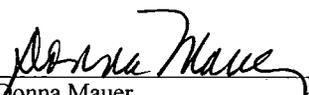
**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the exercise of the two one-year options to extend the administrative service contract with Horizon Blue Cross as provided for in the contract dated March 11, 2008 and executed by the Business Administrator, are hereby ratified.

TITLE: **SEP 15 2010**

**RESOLUTION RATIFYING TWO (2) TWELVE MONTH EXTENSIONS OF AN AGREEMENT WITH HORIZON BLUE CROSS/BLUE SHIELD OF NEW JERSEY TO ADMINISTER THE CITY'S SELF FUNDED HEALTH PLAN**

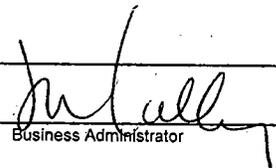
**BE IT FURTHER RESOLVED** that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of the contract after expenditure of encumbered funds shall be subject to the availability and appropriate of sufficient funds in the Calendar year 2011 budget (CY2011).

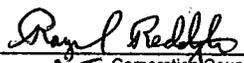
I, Donna Mauer, Chief Financial Officer hereby certify that funds are available in Account No. 01-201-23-220-801. **PO 100970**

  
Donna Mauer  
Chief Financial Officer

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

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Asst. Corporate Counsel

Certification Required

Not Required

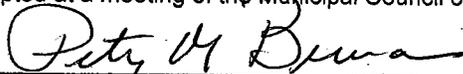
APPROVED **7-0**  
9/15/10

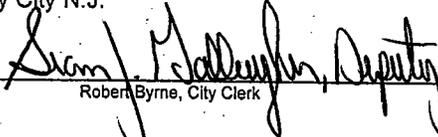
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

# CITY OF JERSEY CITY

Requisition #

0151727

Assigned PO #

## Requisition

**Vendor**  
HORIZON BLUE CROSS  
BLUE SHIELD OF NJ  
3 PENN PLAZA EAST  
NEWARK NJ 07105  
HO273520

**Dept. Bill To**  
HEALTH BENEFITS  
CITY HALL  
280 GROVE ST. ROOM 107  
JERSEY CITY NJ 07302

**Dept. Ship To**  
CITY HALL  
280 GROVE ST. ROOM 107  
JERSEY CITY NJ 07302

**Contact Info**  
MICHALINE YURCIK  
0000005515

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	MEDICAL INSURANCE	01-201-23-220-801	12,000,000.00	12,000,000.00
		HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY			

MEDICAL INSURANCE FOR ALL ACTIVE EMPLOYEES,  
RETIREES AND THEIR ELIGIBLE DEPENDENTS FOR THE  
PERIOD OF JULY 1, 2010 THRU DECEMBER 31, 2010  
ANNUAL AMOUNT: \$51,000,000.00

CONTRACT AMOUNT FOR SIX MONTHS: \$27,000,000.00  
AMOUNT TO BE ENCUMBERED: \$12,000,000.00

Requisition Total 12,000,000.00

Req. Date: 08/10/2010

Requested By: MICHALNE

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

Buyer Id:

**This Is Not A Purchase Order**

# ADMINISTRATIVE SERVICES AGREEMENT

by and between

**Horizon Blue Cross Blue Shield of New Jersey**

and

**City of Jersey City  
GROUP # 86220**

## 1. Purpose

1.0 By signing this Agreement You represent to Us that You have established a self-insured plan to provide health care benefits for Your Subscribers. You have asked Us to administer those benefits and We hereby agree to do so in accordance with the Plan Document which You have furnished to Us and which is incorporated in this Agreement by reference. We will administer benefits with respect to Your Subscribers in accordance with the most current version of Your Plan Document which You furnished Us, until You tell Us that they no longer meet the eligibility requirements of Your Program, but only so long as You provide the funds required under this Agreement.

## 2. Term of This Agreement

2.0 The initial term of this Agreement is the twelve (12) months commencing on **January 1, 2008** and ending on **December 31, 2010**. This Agreement may be renewed by mutual agreement for successive periods of twelve (12) months, subject to negotiation of Financial Terms. In any case, this Agreement is subject to the Termination provisions contained in Article 15.

## 3. Definitions

The following definitions shall apply during the Term of this Agreement and after its termination.

3.0 **HBCBSNJ** refers to Horizon Blue Cross Blue Shield of New Jersey.

3.01 **Charges** means the total charges referred to in Article 8.

3.02 **Claim(s)** refers to expenses Incurred by a Subscriber for services and supplies to the extent provided for under Your Program.

- 3.03 **Claims Administrative Charge** refers to the charge for standard benefit Claims administration, as that term is defined in Section 8.0, set out in Schedule "A" Financial Terms.
- 3.04 **Network Access Fee** refers to the charge for the development and maintenance of our provider networks.
- 3.05 **Contract**, as used herein, refers to the type of health care benefits which Your Subscriber may elect under Your Program. However, if Schedule "A" refers to categories within such types, i.e. single, family, student, and/or parent and child, Contract means each such type of health care benefit and each category within each such type.
- 3.06 **Financial Terms** means the terms which govern Your obligation to pay Us and the mechanism and timing under which those payments are to be paid. These are set out in Schedule "A", which forms a part of this Agreement.
- 3.07 **Incur**, when used with reference to health care services or supplies, means the time when the services have been rendered, or the supplies provided, to or on behalf of one of Your Subscribers.
- 3.08 **List of Additional Services** means the list of services which We are prepared to provide to You for charges which are in addition to any other charges shown in this Agreement. If such additional services are available, they are specified in Schedule "B", which is part of this Agreement.
- 3.09 **Paid**, refers to the time at which We have paid for the health care services rendered, or health care supplies provided, to one of Your Subscribers.
- 3.10 **Program** means the health benefits provided to Your Subscribers under Your Plan Document.
- 3.11 **Projected Claims** means the dollar amount of Claims which we estimate Your Subscribers will Incur during each year, month or week of a term of this Agreement.
- 3.12 **Subscriber** means Your covered employee and the covered dependents of that employee as defined in Your Plan Document.
- 3.13 **Working Capital Amount** refers to the amount You are required to maintain with Us pursuant to Article 9.
- 3.14 **We, Us and Our**, refer to Horizon BCBSNJ.
- 3.15 **You and Your** refer to **City of Jersey City** which has entered into this Agreement with Us.

#### 4. Responsibility

4.0 You will be solely responsible for the fiduciary responsibilities of structuring the benefit Program, maintaining adequate funding to support the Program. You will also be responsible for providing Your covered employees and Us with copies of the Plan Document describing Your health benefit Program and with copies of a summary brochure of benefits, limitations, exclusions, and waiting periods.

4.01 You hereby delegate to Us authority to make initial and final Claims determinations on Your behalf with respect to Claims for benefits under Your Program. In order to administer benefits under Your Program, We will supply Subscribers with appropriate identification cards. For the purposes of any applicable similar state legislation, You shall, however, be deemed the Administrator of Your Program.

4.02 In the exercise of Our performance under this Agreement, We shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

4.03 You will be solely responsible for complying with the notice requirements of the Consolidated Budget Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). We assume no responsibility for COBRA compliance under Your Program, except in so far as We continue to pay Claims with respect to former Subscribers whose coverage under Your Program continues pursuant to COBRA.

4.04 In the event that Your Program becomes subject to federal or state laws or regulations mandating change in the benefits or in the eligibility of Subscribers, We will implement such mandatory change at the time the law becomes effective with respect to Your Program, unless You notify Us that, in the opinion of Your legal counsel (which opinion shall be final), such laws or regulations are not applicable to Your health benefit Program or that the Program has been amended in such a manner as renders such laws or regulations inapplicable to the Program. You agree to hold Us harmless, and to indemnify Us for any losses, which result from Our action taken in reliance upon Your legal counsel's opinion on such matter. In the event that such mandatory changes are necessary, effective as of the date the modified Program takes effect, We will modify such Charges as are necessary to reflect Our increased or decreased costs resulting from such change in the benefits or in the eligibility of Subscribers. Such Charges shall be subject to the Schedule "A" Financial Terms.

4.05 In the event a federal or state law or regulation mandates that You make changes to the benefits in Your Program or in the eligibility of Subscribers, those changes will be effective on the date You specify, provided We receive prior written notice, with such Charges as You and We mutually agree. Such Charges shall be subject to the Schedule "A" Financial Terms.

## **5. Enrollment and Subscriber Requirements**

5.0 The effective date or termination date of a Subscriber's coverage will be the date You specify in written notice to Us. You must pay to Us with respect to that Subscriber Our Charges and

the actual cost of his/her Claims paid by Us pursuant to this Agreement from that effective date to that termination date.

5.01 You agree to process all enrollment transactions no later than seven (7) working days after You receive the enrollment information from Your Subscriber.

5.02 We shall rely on the information provided by You. We are not responsible for the accuracy of any information provided by You. You agree to hold Us harmless, and indemnify Us for any losses, which result from any inaccuracy of information contained in the enrollment transactions.

5.03 You shall rely on the information provided by Us. You are not responsible for any information provided by Us.

5.04 You must provide Us with a current and updated listing of Subscribers. You will be responsible for all costs and expenses associated with failure to maintain an accurate and current listing with Us, unless such costs and expenses are due to an error on Our part.

5.05 You agree to maintain enrollment information in auditable form. We will have access to this information for audit purposes on the same basis as is set out in Article 12.

5.06 On a monthly basis, We will provide You with enrollment reports indicating all enrollment transactions processed by You during the prior month. You agree to review the accuracy of the enrollment reports and process any additional transactions as necessary to correct any errors all within thirty (30) days of Your receipt of such a report.

5.07 You will conduct regular enrollment periods in accordance with Your customary practices and Plan Document. These enrollment transactions shall include:

- (a) additions if newly hired or otherwise eligible employees for coverage;
- (b) changes in coverage type for purposes of adding or deleting a dependent(s) from coverage;
- (c) coverage termination.

5.08 You agree to maintain copies of all enrollment applications received from Your Members. These applications shall be maintained for seven years. We will have access to these documents.

## **6. Benefits/Claims Liability**

6.0 We will administer, and pay Claims for, the benefits detailed in Your Plan Document in accordance with such Document if the charges for services and/or supplies were incurred after the effective date of this Agreement and prior to its termination, as long as the request for benefits is received within 18 months after the date the Claim was Incurred and, subject to Section 7.03, while

this Agreement is in effect. No action may be brought against Us for failure to provide benefits unless brought within two years from the time the cause of action arises.

6.01 We provide administrative claim payment services only and do not assume any financial risk or obligation with respect to claims.

6.02 You will be obligated to Us for Charges and Claims We have paid with respect to a Subscriber which were Incurred after that Subscriber's termination date until the date We receive your written notice of the Subscriber's termination date. You will also be obligated to Us for Claims paid and Charges when, under certain conditions detailed in Your Plan Document, benefits continue beyond the termination date.

6.03 We will furnish each Claimant with an explanation of each Claim that is paid, rejected, or suspended describing the specific reason for a rejection or suspension.

6.04 We agree to hold confidential any medical information We receive with respect to Your Subscriber's Claims, except to the extent required by law. We agree to defend at Our sole expense, indemnify and hold You harmless for any Claims, action or loss that may arise at any time in the future out of Our unauthorized use or release of this information. This provision will continue in effect after Termination of this Agreement for any reason.

## **7. Payments/Credits**

7.0 To the extent applicable, We will administer Your health care benefits plan consistent with Our provider agreements, including the delivery of contractual discounts and provider acceptance of Our usual and customary fee cap all to the extent provided in the Schedule "A" Financial Terms. You acknowledge that you have not engaged Us to negotiate discounts or fee caps on Your behalf and that You take such discounts and caps as You find them from time to time. We shall not be deemed to be a fiduciary for the purpose of discounts or caps. Our Claim payments reflect the discount, if any, in effect at the time the Claim is Paid, but do not include either positive or negative effects of any later settlements with the providers.

### **BlueCard**

7.01 Like all Blue Cross and Blue Shield Licensees, We participate in a program called "BlueCard." Whenever Subscribers access health care services outside the geographic area We serve, the claim for those services may be processed through BlueCard and presented to Us for payment in conformity with network access rules of the BlueCard Policies then in effect ("Policies"). Under BlueCard, when Subscribers receive covered health care services within the geographic area served by an on-site Blue Cross and/or Blue Shield Licensee ("Host Blue"), We will remain responsible to You for fulfilling Our contract obligations. However, the Host Blue will only be responsible, in accordance with applicable BlueCard Policies, if any, for providing such services as contracting with its participating providers and handling all interaction with its participating providers. The financial terms of BlueCard are described generally below.

## Liability Calculation Method Per Claim

The calculation of Subscriber liability on claims for covered health care services incurred outside the geographic area We serve and processed through BlueCard will be based on the lower of the provider's billed charges or the negotiated price We pay the Host Blue.

The calculation of Your liability on claims for covered health care services incurred outside the geographic area We serve and processed through BlueCard will be based on the negotiated price We pay the Host Blue.

The methods employed by a Host Blue to determine a negotiated price will vary among Host Blues based on the terms of each Host Blue's provider contracts. The negotiated price paid to a Host Blue by Us on a claim for health care services processed through BlueCard may represent:

(i) the actual price paid on the claim by the Host Blue to the health care provider ("Actual Price"), or

(ii) an estimated price, determined by the Host Blue in accordance with BlueCard Policies, based on the Actual Price increased or reduced to reflect aggregate payments expected to result from settlements, withholds, any other contingent payment arrangements and non-claims transactions with all of the Host Blue's health care providers or one or more particular providers ("Estimated Price"), or

(iii) an average price, determined by the Host Blue in accordance with BlueCard Policies, based on a billed charges discount representing the Host Blue's average savings expected after settlements, withholds, any other contingent payment arrangements and non-claims transactions for all of its providers or for a specified group of providers ("Average Price"). An Average Price may result in greater variation to the Subscriber and You from the Actual Price than would an Estimated Price.

Host Blues using either the Estimated Price or Average Price will, in accordance with BlueCard Policies, prospectively increase or reduce the Estimated Price or Average Price to correct for over- or underestimation of past prices. However, the amount paid by the Subscriber and You is a final price and will not be affected by such prospective adjustment. In addition, the use of a liability calculation method of Estimated Price or Average Price may result in some portion of the amount paid by You being held in a variance account by the Host Blue, pending settlement with its participating providers. Because all amounts paid are final, the funds held in a variance account, if any, do not belong to You and are eventually exhausted by provider settlements and through prospective adjustment to the negotiated prices.

Statutes in a small number of states may require a Host Blue either (1) to use a basis for calculating Subscriber liability for covered health care services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (2) to add a surcharge. Should any state statutes mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, the Host Blue would then calculate Subscriber liability and Your liability for any covered

health care services consistent with the applicable state statute in effect at the time the Subscriber received those services.

### **Return of Overpayments**

Under BlueCard, recoveries from a Host Blue or from participating providers of a Host Blue can arise in several ways, including but not limited to, anti-fraud and abuse audits, provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard Policies, which generally require correction on a claim-by-claim or prospective basis.

### **BlueCard Fees and Compensation**

You understand and agree (1) to pay certain fees and compensation to Us which we are obligated under BlueCard to pay to the Host Blue, to the Blue Cross Blue Shield Association, or to the BlueCard vendors, unless our contract obligations to You require those fees and compensation to be paid only by Us and (2) that fees and compensation under BlueCard may be revised from time to time without Your prior approval in accordance with the standard procedures for revising fees and compensation under BlueCard. Some of these fees and compensation are charged each time a claim is processed through BlueCard and include, but are not limited to, access fees, administrative expense allowance fees, Central Financial Agency Fees, and ITS Transaction Fees. Also, some of these claim-based fees, such as the access fee and the administrative expense allowance fee, may be passed on to You as an additional claim liability. Other fees include, but are not limited to, an 800 number fee and a fee for providing PPO provider directories. If you do not have a complete listing, or want an updated listing, of these types of fees or the amount of these fees paid directly by You, you should contact Us.

7.02 We will bill You for all the Claims We have Paid in a particular period on behalf of Your Subscribers.

7.03 Our invoice will also consist of positive or negative effects of later settlements as described in Section 7.0, plus Our Charges and other charges (including charges for services purchased by You from the List of Additional Services) provided for in this Agreement. You must pay the total amount of Our bill on or before the due date indicated on each invoice. Your charges will consist of the total Claims We Paid during the term of this Agreement plus the monthly administrative fee and other charges provided for in this Agreement. You must pay all charges as provided in the Schedule "A" Financial Terms.

7.04 If You dispute a Claim payment and/or Administrative Charge that is included on Your invoice, You must still pay the amount invoiced and notify Us of those amounts You dispute. If We verify in good faith that the Claim payment and/or the Administrative Charge or other charges are not Your responsibility, We will credit Your next invoice with the disputed amount, or, if after the

termination of this Agreement, We will pay You in cash.

7.05 If Your Agreement with Us is terminated, You will still be liable for Claims Incurred prior to the termination date, but Paid by Us after the termination date. We will administer such Claims for the period you request after such termination, but will not administer such Claims for more than twenty-four (24) months after such termination. We acknowledge that our Charge consists of mature fees and therefore during the post-termination period, We administer Claims without additional fees. You must maintain an appropriate Working Capital Amount during that time.

7.06 You will be solely responsible for collecting any charges that You assess from Your Subscribers as mandatory contributions for coverage under Your Program.

7.07 We will assist You in making recoveries through application of the subrogation, coordination of benefits, and workers' compensation provisions of the Plan Document describing Your Program and in recovering payments made upon fraudulent Claims. We shall not be required to bring suit to do so. However, if We elect to sue, You hereby consent to Our doing so. You further agree to share in Our reasonable expenses, including internal and external administrative expenses attributed to achieving recoveries on Your behalf, incurred in a suit or settlement, with or without suit, to be paid only from any recovery received. Net recoveries, if any, will be credited to Your bill at the time of such recovery as long as this Agreement is in effect.

7.08 Each monthly bill, and the final bill, will reconcile all Paid Claims, Charges as specified in the Schedule "A" Financial Terms and/or the list of Additional Services since the last monthly bill. Any net differences owed to You by Us or due to Us from You will be included in the next invoice, or after termination of this Agreement or after the period specified in Section 7.04, if later, will be due in cash.

## **8. Administrative Charge**

8.0 You will pay a monthly benefit Claims Administrative Charge for standard benefit Claims administration. Your standard benefit Claims Administrative Charge during the initial term of this Agreement is specified in the Schedule "A" Financial Terms, which are guaranteed for the first 36 months. We will advise You of the standard benefit Claims Administrative Charge for future terms one hundred twenty (120) days prior to each renewal date of this Agreement and specify those charges in the amended Schedule "A" Financial Terms. You will pay these charges as provided in the Schedule "A" Financial Terms.

8.01 You will pay a monthly Network Access Fee for the development and maintenance of Our provider networks that is calculated as a flat charge per Member per month. Your Network Access Fee during the initial term of this Agreement is specified in the Schedule "A" Financial Terms. We will advise You of the Network Access Fee for future terms one hundred twenty (120) days prior to each renewal date of this Agreement and specify that charge in the amended Schedule "A" Financial Terms. You will pay these charges as provided in Schedule "A" Financial Terms.

8.02 Changes in Program benefits, in eligibility of Subscribers, or in enrollment by more than 10% in total or by contract type or by more than 500 enrollees may result in adjustments to the Charges shown in the Schedule "A" Financial Terms as necessary to reflect Our increased costs resulting from such changes. Changes in the administrative fee and other charges will be effective on the same date as the change in benefits or eligibility giving rise to the change in charges. However, if these changes result in a cost savings to Us, You may request that We decrease Our Charges in a manner that reflects such cost savings.

## **9. Working Capital Amount**

9.0 Because We will pay providers of goods and services before being able to bill You, You must maintain a Working Capital Amount with Us. This amount is specified in the Schedule "A" Financial Terms.

9.01 Your Working Capital Amount for the initial Term of this Agreement is stated in the Schedule "A" Financial Terms. We will advise You in writing of the working capital amount for future terms 30 days prior to each renewal date of this Agreement. You must provide Us with that entire amount on or before the due date stated on the bill that We send You. We may ask You to agree with Us to adjust this amount in the event that there is a change in enrollment by more than 10% of total Subscribers or by contract type or by more than 500 Subscribers or if there is a change in the benefits or eligibility provided under Your Program. We may also ask You to agree with Us to adjust this amount if Projected Claims do not accurately reflect actual Claims on a consistent basis. We will refund any excess of this amount to You after all of Your liabilities to Us under this Agreement have been satisfied.

9.02 We will account for the working capital amount that You have Paid in our final bill after Your Agreement with Us is terminated. However, We will retain all or a portion of this balance to apply toward Claims payments that are Your continuing liability as stated in Section 6. This balance will be accounted for 24 months after the termination date. If Your Claims expense exceeds this amount, We will collect the amount due from You as provided in the Schedule "A" Financial Terms.

## **10. Late or Overdue Payments**

10.0 If We do not receive Your payments for all Claims and Charges by the due date indicated on Your invoices, We may charge You a late fee. On the amount overdue, We will assess an interest charge of 1.5 points above the Prime Rate taken from the Federal Reserve Statistical Release Form H.15(519). This charge shall be assessed each month until We receive the amount due. Alternatively, We may terminate this Agreement as provided in Section 15.0.

## **11. Reports**

11.0 In addition to the enrollment report specified in Section 5.05, We will provide You with a paper copy of a monthly Claims listing. This Claims listing will include those Claims We have Paid in a specified month and year, itemized by identification number, patient name, date of service,

Claim number, and Paid amounts. In addition, all enrollment reports will be available electronically within 15 days after the month's end.

11.01 Other information available under this Agreement may include paper and electronic copies of rate quotations and membership lists. If You request We provide the service, We will provide cost utilization reports for benefit management. Subject to Sections 11.02, 11.04 and Article 12, this Agreement does not provide for disclosure of other medical, Claims processing, or Claims payment data to You or to any third party beyond that contained in the monthly Claims listing.

11.02 Any examination of individual benefit payment records will be carried out in a manner agreed to between You and Us designed to protect the confidentiality of medical information.

11.03 Subject to Section 11.04, all documents relating to the payment of Claims shall be Your property, subject to Our right to possession and use during the continuance of this Agreement. Upon payment of Your final bill after termination of this Agreement, and after all amounts due under this Agreement have been paid, You have the right, upon 30 days advance written request and upon payment of the cost to Us of doing so, to have available documentation returned to You.

11.04 You will use any information We make available solely for the purpose of administering Your health care Program under this Agreement. You agree to defend at Your sole expense, indemnify and hold Us harmless for any Claim, action, or loss that may arise at any time in the future out of Your unauthorized use or release of this information. Furthermore, if You use the information for another purpose, We will consider that action a material breach of this Agreement. This Agreement will then be subject to immediate termination. This provision will continue in effect after termination of this Agreement for any reason.

11.05 We will use any patient-identifiable information You make available solely for the purpose of administering Your health care Program under this Agreement. We agree to defend at Our sole expense, indemnify and hold You harmless for any Claim, action, or loss that may arise at any time in the future out of Our unauthorized use or release of this information. Furthermore, if We use the information for another purpose, You may consider that action a material breach of this Agreement. This Agreement will then be subject to immediate termination. This provision will continue in effect after termination of this Agreement for any reason.

## **12. Audits**

12.0 When You dispute Claim payments, You have the right, within ninety (90) days after receipt of Our invoice, during regular business hours, to review the supporting data. Requests for this information must be made to Us in writing. Also, every other year, You have the right to request, at your expense a comprehensive audit of Our Claim payment records to assure that Our administration of the covered health care benefits is performed according to the terms of this Agreement and Your Plan Document. These audits will be conducted only for Claims processed and filed within the previous two (2) years of the date the audit is requested and according to the audit procedures We reasonably agree to with You prior to the start of the audit. The audit must use a statistically valid

sampling approach based upon a 95% confidence level and +/-3% precision level. Confirmed errors identified in the audit will be promptly corrected on a Claim by Claim basis.

You are not permitted to use extrapolation methodologies, to calculate errors in a population of Claim payments on the basis of a sample drawn from that population. "Audit procedures" as used herein shall not be interpreted to limit the materials to be examined in the audit. Any audit which was requested prior to the effective date of termination of this Agreement shall be performed.

### **13. Medical Care Claim Administration**

You, as the Sponsor of Your medical benefit Plan are solely responsible for structuring the Plan and maintaining adequate funding to support it. You are also responsible for promptly providing Your covered Persons and Us with copies of the plan document describing Your medical benefit Plan and with copies of a summary brochure of benefits, limitations, exclusions, and waiting periods. Additionally, You are also responsible for promptly providing to Us all information We properly need to administer Your Plan as its Medical Care Claims Administrator.

We shall be Your Medical Care Claims Administrator with respect to Covered Persons who are enrolled in Your Medical Plan. You delegate to the Medical Care Claims Administrator the authority to make final claims determinations and decide initial and final claims appeals on Your behalf with respect to the medical care benefits under Your Plan.

We shall have the authority to interpret the Plan in good faith and shall determine all questions arising in connection with the administration and application of the provisions of the Plan. Under the terms of Your Plan, We, since You are paying a fee pursuant to Schedule A, shall establish a claims appeals procedure and We shall hear and determine all claims appeals in good faith as provided in the Plan and shall have the fullest discretion permitted by law in the discharge of its duties generally, and in the interpretation and application of the provisions of the Plan in particular.

We shall act with the care, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use under similar circumstances and in such manner as to comply with applicable law.

As Medical Care Claims Administrator, Our responsibilities under this Agreement are hereby defined to be to provide Claims administration, including case management and processing services to the extent delegated with respect to Claims submitted to Us by or on behalf of Covered Persons. As We administer health benefits and do not provide medical care, Our responsibility shall be limited to Our Claims administration function hereunder. Moreover, You have not retained Us to negotiate medical fees or facility discounts for You or Your Plan. You take Our fees and discounts as You find them.

We shall not be deemed a party to the Plan and We shall not have any obligation to independently determine that any person is a Covered person, or is, in fact, eligible for benefits or participation under the Plan. We shall not have any obligation to determine any fact, the determination of which is necessary or desirable for the proper granting of coverage. We shall be fully protected in acting

upon any advice, representation or instrument executed by the Plan Sponsor or by the Plan Administrator, provided We have acted in accordance with the standard of care described above. In no event shall We be responsible for any lack or failure of proper authority in the establishment or maintenance of the Plan.

We may expect the Plan to continue in force as is and the Plan Administrator to continue as such until notified otherwise in writing. We shall not be responsible for matters not specifically delegated to us under this Agreement, for the actions or inaction's of any other fiduciary, or to see that any action taken by the Plan Administrator, or by any other fiduciary, is authorized by the terms of the Plan.

#### Legal/Court Action

If We determine that a Claim should be rejected, reject such Claim, in whole or in part, and, following exhaustion of all appeals under the Plan, a suit is brought with respect to such Claim against one or more of You, Us or the Plan, We shall do the following:

If the suit is brought against Us, We shall promptly notify You of the pendency of such suit and shall defend the suit;

If the suit is brought against Us, and You or the Plan, We shall arrange for the defense so long as there are no conflicts of interest among the parties and counsel agrees to the joint defense; however, if a conflict arises, You shall be responsible to arrange Your own, or the Plan's own, defense and at Your own cost and expense;

If the suit is brought against You and/or the Plan and We are not a party, We shall review the complaint with You and determine how to proceed, but We shall not be responsible for Your, or the Plan's, costs and expenses.

We shall be responsible for the legal costs and expense of any suit where We are either the sole defendant, or where We are providing a joint defense, where upon conclusion of such suit, it has been finally determined by a court, after all appeals have been exhausted, that We failed to act in accordance with the standard of care set forth in above in this Agreement. However, the foregoing to the contrary notwithstanding, We shall not be responsible for the cost and expenses, or for any judgment, arising out of a Material Environmental Change which has been applied retroactively to a claim incurred prior to the effective date of such Material Environmental Change. We have the right to settle any suit when in Our judgment it appears appropriate to do so; provided, however, that prior to settling any suit in which You or the Plan has a direct or indirect interest, We shall first consult with You and obtain Your consent to any such settlement. In all situations, You shall be responsible for funding any and all medical benefit claim(s) that are to be paid.

Our Charges, as set out in Schedule "A", attached hereto and made part hereof, are reviewable and subject to change once each year. Moreover, as they are predicated on the status of the law as it exists on the date this Agreement is executed, in addition to any other Termination rights contained in this Agreement, We may terminate this Agreement at any time, by giving not less than thirty (30) days' prior written notice to You of Our intention so to terminate this Agreement, in the event that the

parties fail to agree, during the thirty (30) day period specified in Section 14 hereof, to amend the provisions of this Agreement following the occurrence of a Material Environmental Change.

#### Material Environmental Change

In the event that (i) a new Law becomes effective, including without limitation, a federal, or applicable state, Patients' Bill of Rights, (ii) any existing Law is changed or (iii) any new interpretation of a Law by a court or other Governmental Authority of competent jurisdiction is issued or otherwise made known to the parties, where the effect of such new Law, change in existing Law or interpretation is, or could reasonably be expected, to prohibit, restrict or, in any way, materially and adversely change (x) the method or manner in which We conduct Our business or (y) Our ability to carry out the transactions or receive the economic benefits contemplated by this Agreement, or (iv) a court of competent jurisdiction holds that a material provision of this Agreement is invalid, void or unenforceable (any such occurrence, a "Material Environmental Change"), then the parties shall negotiate in good faith for not less than thirty (30) days to amend the provisions of this Agreement and specifically, without limitation, schedule "A", to the extent necessary to accommodate such Material Environmental Change in a manner which substantially preserves for Us the economic benefits of this Agreement immediately prior to the occurrence of such Material Environmental Change. Any such mutually agreed upon change in the terms of this Agreement shall take effect as of the effective date of the Material Environmental Change.

### **14. Further Indemnification**

14.0 You agree to defend at Your sole expense, indemnify and hold Us harmless against all Claims, including legal fees, judgments, administrative expenses, and benefit payment requirements, that may result at any time arising from or due to Your failure to comply with the terms of Your Plan Document, or any laws or regulations. This includes, but is not limited to, any non-compliance with COBRA, HIPAA, mandated benefits provisions and the Medicare secondary payer provisions, except where You have informed us in writing prior to Our payment that Your Program should have been the primary payer with respect to a Subscriber entitled to Medicare benefits. This indemnification provision will continue in effect after termination of this Agreement for any reason.

14.01 You agree to defend at your sole expense, indemnify and hold Us harmless for any taxes and assessments, including penalties and interest, or any other amounts, legally levied under the terms of this Agreement, other than based on Our income, unless: (a) You notify Us that, in the opinion of Your legal counsel (which opinion shall be final), such taxes and assessments have not been legally levied against the Plan; or (b) such taxes, assessments, or any other amounts are caused by Our negligence or willful misconduct. You agree to hold Us harmless, and to indemnify Us for any losses which result from Our action taken in reliance upon Your legal counsel's opinion on such matter. This provision applies to any amounts imposed, now or later, under the authority of any federal, state, or local taxing jurisdiction. This provision will continue in effect after termination of this Agreement for any reason. This indemnification shall not apply to any taxes and assessments, including penalties and interest, or any other amounts, which would not be payable had You and We not made this Agreement.

14.02 We agree to indemnify and hold harmless Your Program and You and Your directors,

officers and employees against any loss, costs, liabilities and expenses (including, but not limited to, attorneys' fees and court costs) resulting from or in connection with any function We have undertaken, or which is required of Us, pursuant to this agreement where it has been determined that the liability therefore was the result of Our negligence, imprudence, willful misconduct, malfeasance, fraudulent acts, breach of this Agreement or applicable law; provided, however, that You shall remain liable for the payment of all Claims under the Program. No termination of this Agreement shall reduce our obligations under this provision.

14.03 In any indemnification matter, the party seeking indemnification will give the other party reasonably prompt notice of the basis of such claim or action, and if the claim or action is based upon a claim or action against the party seeking indemnification, the indemnifying party may conduct the defense with counsel satisfactory to the indemnified party which will cooperate in all reasonable respects.

## **15. Termination of This Agreement**

15.0 If full payment of all charges billed is not received by the due date indicated on each invoice, We will suspend all Claim payments. If full payment is not received within thirty (30) days after the due date, We will terminate this Agreement on a date We choose, but not earlier than the date through which charges have been paid. You must pay Our bill for any balance You owe Us, including any late charges.

15.01 This Agreement may be terminated immediately upon written notice for material breach, fraud, or misrepresentation, or by either You or Us on any date upon thirty (30) days prior written notice to the other.

15.02 If this Agreement is terminated, You will be liable for all Claims incurred prior to the date of termination plus the administrative charge and all other charges as provided in this Agreement. After termination, You will continue to pay these expenses as they are billed by Us.

## **16. Choice of Law, Interpretation and Disputes**

16.0 This Agreement is made in New Jersey and any litigation or arbitration shall be brought there. The law of New Jersey shall control its interpretation without regard to conflicts of laws principles.

16.01 Both You and We have been represented by counsel. Therefore, neither shall be deemed to be the drafter of this Agreement.

16.02 In the event of any dispute between the parties to this Agreement arising under its terms, the parties shall submit the dispute to binding arbitration under the commercial rules of the American Arbitration Association. Any arbitration shall be by one arbitrator whom the parties shall select through the process of the American Arbitration Association. The provisions of this Article shall not affect either party's right to terminate this Agreement upon notice when entitled to do so under the terms of this Agreement.

## 17. Notices

17.0 Notices under this Agreement shall be mailed by first class mail (postage paid) or delivered by hand as follows:

To: Horizon Blue Cross Blue Shield of New Jersey  
3 Penn Plaza East PP-04N  
Newark, New Jersey 07105-2200  
**Attention: Vice President, Major Accounts Market Division**

To: City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302  
Attention: Michaline Yurcik, Supervising Administrative Analyst

17.01 A notice will be deemed received by the close of business on the third business day after the date it is mailed.

## 18. Amendments

18.0 This Agreement may be amended only by written agreement of both parties, except as otherwise noted. We may change the Financial Terms at any time upon 60 days notice to You. Such change in Financial Terms shall become effective as of the end of the 60 day period unless You provide written notice of objection during this period. If You object to such change in Financial Terms during the 60 day period, either party may terminate this Agreement on 60 days prior written notice. A waiver of any breach of this Agreement will not be construed to be a continuing waiver for a similar breach. Such a waiver must be in writing and signed by authorized representatives of both parties to be effective.

## 19. Miscellaneous

19.0 This Agreement, including the rights and obligations hereunder, shall not be assignable by either party without the prior written consent of the other party, and any attempted non-permitted assignment shall be void.

19.01 If the provisions of this Agreement are in any way inconsistent with the provisions of Your health benefit Program as set forth in Your Plan Document, then the provisions of Your Plan Document shall prevail and the other provisions shall be deemed modified, but only to the extent necessary to implement the intent of the parties as expressed herein.

19.02 In the event any provision of this Agreement is finally adjudged to be invalid or unenforceable, all other provisions shall remain in full force and effect.

19.03 The rights and obligations of the parties hereto shall survive the termination of this

Agreement to the extent necessary to effectuate the intent of the parties as expressed herein.

19.04 Notwithstanding any other provision of this Agreement, in the performance of the obligations of this Agreement, each party is at all times acting and performing as an independent contractor with respect to the other party. It is further expressly agreed that no work, act, commission or omission of either party (or any of its agents or employees) pursuant to the terms and conditions of this Agreement, shall be construed to make or render such party (or any of its agents or employees) an agent, servant, representative, or employee of, or joint venture with, such other party.

19.05 Any provision of this Agreement to the contrary notwithstanding, neither You nor any delegate of Yours or Ours may use Our name or Logo without our permission. You, on behalf of yourself and Your Subscribers, agree and understand that this Agreement is solely between You and Horizon Blue Cross Blue Shield of New Jersey, which is an independent corporation that operates under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association"). This permits Horizon Blue Cross Blue Shield of New Jersey to use the Blue Cross and Blue Shield Service Marks in New Jersey. Horizon Blue Cross Blue Shield of New Jersey is not an agent of the Association. You, on behalf of yourself and Your Subscribers, further acknowledge and agree that, except as otherwise stated in this Agreement, You have not entered into this Agreement based upon representations by any person other than Horizon Blue Cross Blue Shield of New Jersey. You also acknowledge and agree that, except as in this Agreement otherwise provides, no person, entity or organization other than Horizon Blue Cross Blue Shield of New Jersey shall be held liable to You for any of Horizon Blue Cross Blue Shield of New Jersey's obligations to You. This paragraph shall not create any additional obligations on the part of Horizon Blue Cross Blue Shield of New Jersey, other than those created under this Agreement.

## **20. Merger of All Prior Agreements**

20.0 This Agreement constitutes both parties' entire understanding and supersedes all prior representations and understandings, whether oral or written.

## **21. Counterparts**

21.0 This Agreement may be executed in any number of counterparts by the authorized representatives whose signatures appear below. Each such counterpart shall be deemed an original and shall constitute one and the same instrument.

**Horizon Blue Cross Blue Shield of New Jersey**

By:

Christopher M. Lepre  
Vice President  
Major Accounts Market Division

Dated: December 20, 2007

City of Jersey City

By: B. O'Keilly

Title: Business Administrator

Dated: 3-11-08

ATTEST:

By: Sean J. Gallagher

SEAN J. GALLAGHER  
DEPUTY CITY CLERK

DATED: 3/11/08

SCHEDULE "A"

FINANCIAL TERMS

**Group Name:** City of Jersey City

**Agreement Term:** January 1, 2008 through December 31, 2008

**Group Number:** 86220

**Working Capital Amount:** \$1,267,004  
(Working Capital needed is 10 days of claims plus expenses)

**Billing Terms:**

**WEEKLY WIRE**

We shall notify You by invoice or facsimile transmission thereof, of the actual claims paid on behalf of You from the Monday in the prior week through the Sunday in the current week. Based on these weekly invoices, You shall remit the amount due to Us by bank wire or ACH electronic funds transfer to Our designated bank account for good value by one banking day subsequent to notification of the amount due. By the fifteenth day of each month, We shall reconcile the weekly wire payments against the claims paid by Us during the preceding calendar month plus Expenses as estimated by Us. Any additional amounts due Us should be included by You in the next weekly wire. Any amount due to You may be deducted from the next weekly wire payment.

**Initial Enrollment:**

**Single** \_\_\_\_\_

**Family** \_\_\_\_\_

**Parent/Child** \_\_\_\_\_

Or 4,447 Employees

\_\_\_\_\_

**Specific Stop-Loss Attachment Level:** \$ None per Employee, Spouse or Combined Dependent Children

**Aggregate Stop-Loss Level (125% of net Projected Claims):** None

Single \$ \_\_\_\_\_ per month

Family \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ per Employee per month

Parent/Child \$ \_\_\_\_\_ per month

**Minimum annual Aggregate Stop Loss attachment level:** \$ \_\_\_\_\_

The Minimum Annual Aggregate Stop Loss attachment level represents 90% of the projected Aggregate Stop Loss level based on current enrollment.

SCHEDULE "A"

(Cont'd)

<b>Administrative Fees</b>	<u>Active</u>	<u>Retiree</u>
	\$38.00	\$30.00

**Administrative fees include:**

**Claim Administration, Cost Containment, Network Access, Fiduciary and Broker Compensation.**

**(Fees Guaranteed not to increase for three years from inception of contract)**

**Stop Loss Charges: None**

Specific: \_\_\_\_\_ per employee per month

Aggregate: \_\_\_\_\_ per employee per month

**Estimated Claim Reserve: \_\_\_\_\_**

All of the preceding charges are subject to re-evaluation and change at each renewal, or in the event that there is a change in enrollment by more than 10% in total or by contract type or if there is a change in the benefits or eligibility provided under the Program.

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

City Clerk File No. Res. 10-630

Agenda No. 10.X

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

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE NATIONAL FOOTBALL LEAGUE – (NFL) FOR PROFESSIONAL SERVICES IN CONNECTION WITH FOOTBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

**COUNCIL AS A WHOLE**

**OFFERED AND MOVED**

**ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City requires services in connection with providing structured football recreation programs for the benefit of the citizens of Jersey City; and

**WHEREAS**, the National Football League is a for profit organizations which provides football recreation programs for the City; and

**WHEREAS**, the National Football League posses the skills and expertise necessary to provide quality football recreation programs for the City; and

**WHEREAS**, the program will serve 600 children throughout the city; and

**WHEREAS**, the National Football League has agreed to provide these services for the sum not to exceed \$12,000; and

**WHEREAS**, the City desires to enter into agreement with the National Football League of for the provision of football recreation programs as “**Extraordinary Unspecifiable Services**”; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for “**Extraordinary Unspecifiable Services**” without competitive bids and the contract itself must be available for public inspection; and

**WHEREAS**, Joseph Macchi, Director of the Department of Recreation has certified that this resolution meets the statutes and regulations governing the award of said contract; and

**WHEREAS**, the funds have been appropriated in Account: 11-01-201-28-370-312 in the amount of \$12,000.00; and

**WITHDRAWN**



This summary sheet is to be attached to the rear of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**I. Full Title of Ordinance/Resolution/Cooperation Agreement:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE NATIONAL FOOTBALL LEAGUE – (NFL) FOR PROFESSIONAL SERVICES IN CONNECTION WITH FOOTBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIED SERVICE (EUS)**

**II. Name and Title of Person Initiating Ordinance/Resolution:**

JOSPEH MACCHI, DIRECTOR OF RECREATION

**III. Description of the proposed program, project or plan:**

FLAG FOOTBALL LEAGUE

**IV. Reasons (Need) for the Proposed Program, Project, etc.:**

TO PROVIDE STRUCTURED AND PROFESSIONAL FOOTBALL TRAINING

**V. Anticipated Benefits to the Community:**

WILL PROVIDED STRUCTURED AND PROFESSIONAL FOOTBALL TRAINING

**VI. Cost of Proposed Program Project, etc.**

*(Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):*

COST OF CITY WIDE PROGRAM \$12,000.00 FOR 600 CHILDREN

**VII. Date Proposed Program or Project will Commence:**

SEPTEMBER 2010

**VIII. Anticipated Completion Date:**

MARCH 2011

**IX. Person Responsible for Coordinating Proposed Program/Project:**

**JOSEPH MACCHI - DIRECTOR**

 8-16-10  
RECREATION DIRECTOR Date

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

City Clerk File No. Res. 10-631

Agenda No. 10.Y

Approved: SEP 15 2010

TITLE:



## RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO NEW PATHWAY COUNSELING SERVICES, INC., TO PROVIDE COUNSELING SERVICES IN CONNECTION WITH THE EMPLOYEE ASSISTANCE PROGRAM

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) required the services of professional psychologists and counselors in connection with the operation of the Employee Assistance Program which provides counseling services to City employees; and

**WHEREAS**, the City's current contract for the provision of psychological services expired on June 30, 2010; and

**WHEREAS**, New Pathway Counseling Services, Inc. (New Pathway) is licensed by the New Jersey State Board of Psychological Examiners to provide psychological counseling and possesses the necessary qualifications to provide these services; and

**WHEREAS**, New Pathway has agreed to provide counseling services for a fee not to exceed \$20,000.00; and

**WHEREAS**, the Local Public Contract Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

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

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

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

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

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

**WHEREAS**, funds in the amount of \$8,000.00 are available in the 2011 temporary budget in account No. 01-201-23-220-312 Department of Administration; and

SEP 15 2010

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO NEW PATHWAY COUNSELING SERVICES, INC. TO PROVIDE COUNSELING SERVICES IN CONNECTION WITH THE EMPLOYEE ASSISTANCE PROGRAM**

WHEREAS, the remaining contract funds will be made available in the 2011 permanent budget; and

WHEREAS, the continuation of the contract after the expenditure of funds encumbered under this resolution shall be subject to the appropriation of sufficient funds in the 2011 temporary and permanent budgets.

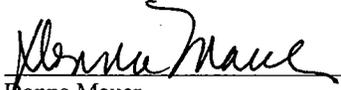
NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

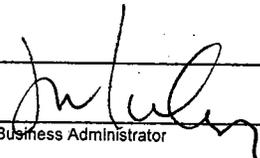
1. Subject to such modifications as Corporation Counsel deems necessary or appropriate, the Mayor or Business Administrator is authorized to execute the attached agreement with New Pathway to provide psychological counseling services for a period of one year, beginning on July 1, 2010 and expiring provided during July and August 2010. Total fee not to exceed \$20,000.00;
2. This contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law because the contract is for services performed by persons authorized by law to practice a recognized profession that is regulated by law.
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2011 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in 2011 fiscal year permanent budget.
4. Upon certification by an official or an employee of the City authorized to attest that New Pathway has provided services in accordance with the contract, then; payment to New Pathway 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 award of this contract shall be subject to the condition that New Pathway provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution. Also attached is the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO NEW PATHWAY COUNSELING SERVICES, INC. TO PROVIDE COUNSELING SERVICES IN CONNECTION WITH THE EMPLOYEE ASSISTANCE PROGRAM**

7. A copy of this resolution shall be printed in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.

I, Donna Mauer, Chief Financial Officer, hereby certify that funds are made available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. PO 101191

  
Donna Mauer  
Chief Financial Officer

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Asst. Corporation Counsel

Certification Required

Not Required

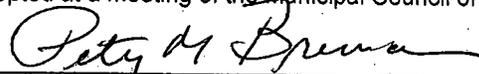
APPROVED 7-0  
9/15/10

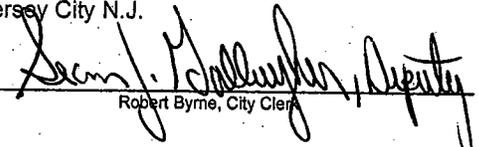
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

## DETERMINATION OF VALUE CERTIFICATION

John Kelly, of full age, hereby certifies as follows:

1. As Business Administrator of the City of Jersey City (City), I am the City's chief administrative officer.
2. The City requires the services of psychologists and counselors to conduct services provided by an employee assistance program.
3. The City is awarding this contract without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
4. The Administration's recommendation is to award the contract to New Pathway Counseling Services Inc. No other proposals were received.
5. The term of the contract is one year effective July 1, 2010.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

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

\_\_\_\_\_  
John Kelly, Business Administrator

Requisition #

0152024

Assigned PO #

Requisition

Vendor  
NEW PATHWAY COUNSELING  
995 BROADWAY  
BAYONNE NJ 07002  
  
NE339115

Dept. Bill To  
HEALTH BENEFITS  
CITY HALL  
280 GROVE ST. ROOM 107  
JERSEY CITY NJ 07302

Dept. Ship To  
CITY HALL  
280 GROVE ST. ROOM 107  
JERSEY CITY NJ 07302

Contact Info  
MICHALINE YURCIK  
0000005515

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	COUNSELING SVCS.	01-201-23-220-312	8,000.00	8,000.00
NEW PATHWAY COUNSELING SERVICES CONTRACT COUNSELING SERVICES FOR ALL ELIGIBLE EMPLOYEES AND THEIR DEPENDENTS FOR A PERIOD OF ONE YEAR JULY 1, 2010 THRU JUNE 20, 2011 CONTRACT AMOUNT: \$20,000.00 AMOUNT TO BE ENCUMBERED: \$8,000.00					

Requisition Total 8,000.00

Req. Date: 09/07/2010

Requested By: MICHALNE

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

Buyer Id:

**This Is Not A Purchase Order**

NON-COLLUSION AFFIDAVIT

PROJECT TITLE:

STATE OF NEW Jersey )  
COUNTY OF HUDSON ) : ss.

I, FRANK L. MATTIACE of the City of BAYONNE, in the  
County of HUDSON and the State of NEW JERSEY, of full  
age, having been duly sworn to law, upon my oath depose and say that:

I am DIRECTOR of NEW PATHWAY COUNSELING, the Bidder  
(Title) (Name of Organization)

making the Proposal for the above named Project and that I executed the said Proposal  
with full authority to do so; that said Bidder has not, directly or indirectly, entered into any  
agreement, participated in any collusion, or otherwise taken 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 or retained 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

NEW PATHWAY COUNSELING  
(Name of Contractor)

Frank L. Mattiace  
(Signature)

Sworn and subscribed to  
City of Jersey City before me  
this 3 day of June 2010, 2010.

D. [Signature]  
SIGNATURE OF NOTARY PUBLIC  
(Stamp and Seal)

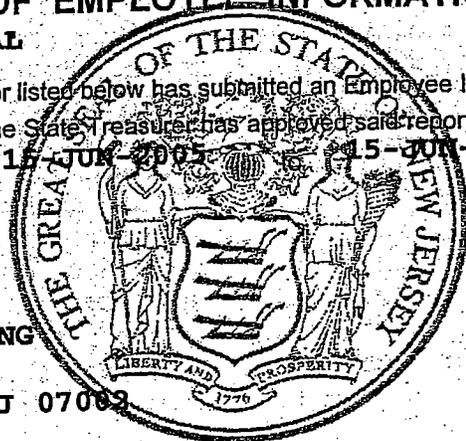
My Commission expires June 25, 2013

Certification 37094

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-JUN-2005~~ ~~15-JUN-2012~~



**NEW PATHWAY COUNSELING**  
**995 BROADWAY**  
**BAYONNE**

**NJ 07009**

*Bradley Abela*

State Treasurer

*James J. Fruscione*

James J. Fruscione  
Acting Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
NEW PATHWAY COUNSELING, INC.

ADDRESS:  
995 BROADWAY  
BAYONNE NJ 07002

EFFECTIVE DATE:

02/11/04

TRADE NAME:  
NEW PATHWAY COUNSELING SERVICE

SEQUENCE NUMBER:

1042390

ISSUANCE DATE:

03/20/07

*James J. Fruscione*

Acting Director  
New Jersey Division of Revenue

FORM BRC(08-01)

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

# EXHIBIT A

## MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 personal 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, 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance 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):

FRANK L MATTIACE PhD / PRES

Representative's Signature: FK Mattiace

Name of Company: NEW PATHWAY COUNSELING

Tel. No.: 201 436-1072 Date: 5-1-10

**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): FRANK L MATTIACE PhD  
Representative's Signature: [Signature]  
Name of Company: NEW PATHWAY COUNSELING  
Tel. No.: 201 430-1022 Date: 6/3/10

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

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

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

Business Name : NEW PATHWAY COUNSELING  
Address : 995 BROADWAY, BAYONNE, NJ 07002  
Telephone No. : 201 436-1022  
Contact Name : FRANK L MATTIACE

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. 10-632

Agenda No. 10.Z

Approved: SEP 15 2010

TITLE:



**RESOLUTION AWARDING CONTRACT TO VERIZON WIRELESS FOR FURNISHING AND DELIVERING VERIZON WIRELESS GOODS & SERVICES CELL PHONES, BLACKBERRY'S, BROADBAND CARDS UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING TO THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY**

---

**COUNCIL**

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

**WHEREAS**, there exists a need for **Wireless service** for the Department of Information Technology; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 and allowing municipalities to use the State Contracts without public bidding; and

**WHEREAS**, **Verizon Wireless, PO Box 408 Newark, New Jersey 07101** being in possession of State Contract Number A64428 will Furnish and Deliver Wireless Services to the Department of Information Technology in the total amount of **One Hundred Eight Thousand, (\$108,000.00) Dollars** ; and

**WHEREAS**, the Acting City Purchasing Director has certified that he considers said quotation to be fair and reasonable; and

**WHEREAS**, these funds are available for this expenditure in the Account shown below

<b>Department of Administration/Division of Information and Technology</b>		
<b>Acct. No.01-201-31-435-616</b>	<b>P.O. #100472</b>	<b>Amount \$27,000.00</b>

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Verizon Wireless** be accepted and that a contract be awarded to said company in the above amount and the Acting 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

(Continued on Page 2)

SEP 15 2010

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VERIZON WIRELESS FOR FURNISHING AND DELIVERING VERIZON WIRELESS GOODS & SERVICES CELL PHONES, BLACKBERRY'S, BROADBAND CARDS UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING TO THE DEPARTMENT OF ADMINISTRATION, DEPARTMENT OF INFORMATION TECHNOLOGY**

**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 the Accounts shown below

Department of Administration/Division of Information and Technology  
 Acct. No.01-201-31 -435-616 Po No. 100472 Amount \$27,000.00

Approved by Peter Folgado, Acting City Purchasing Director

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
 Business Administrator

[Signature]  
 Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											9/15/10
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan  
 Peter M. Brennan, President of Council

Robert Byrne, Deputy  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-633

Agenda No. 10.Z.1

Approved: SEP 15 2010

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



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

**WHEREAS**, funding is required for VERIZON Centrex voice communication services in the 2011 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**, the anticipated funding required is Twenty Five Thousand (\$25,000.00) Dollars per month (Three Hundred Thousand (\$300,000.00) Dollars per year) of which Seventy Five Thousand (\$75,000.00) Dollars will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 4QA:4-1 et. seq.

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

**WHEREAS**, this award of contract is contingent upon sufficient funds being appropriated in the 2011 temporary and permanent budgets; and

**Administration/Division of Information Technology**  
**Acct. No. 01-201-31-435-619** **AMT. \$75,000.00**

**WHEREAS**, the remaining contract funds will be made available in the 2011 temporary and permanent budgets; and

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2011 temporary and permanent budgets; and

**WHEREAS**, if funds are not available for the contract in the 2011 temporary and permanent budgets, the contract will be terminated.

TITLE: **SEP 15 2010**

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

**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 above amount, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contact, 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

**RESOLVED**, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 (1) (p).

**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.**

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-31-435-619** for payment of the above Resolution.

Requisition No. 0151040

Purchase Order No. 100439

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

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

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP	✓			FLOOD			Absent
LOPEZ	✓			RICHARDSON	✓			BRENNAN, 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]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Ordinance/Resolution/Cooperation Agreement :**

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

**2. Name and Title of Person Initiating Ordinance/Resolution :**

ROBERT MAGRO, DIRECTOR, IT DIVISION

**3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**

PROVISION OF CENTREX VOICE TELEPHONE LINES

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

SERVICES REQUIRED TO INSURE THE UNINTERRUPTED FUNCTION OF CITY OFFICES USING VERIZON VOICE TELECOMMUNICATION SERVICES FOR DAILY OPERATIONAL TASKS.

**5. Anticipated Benefits to the Community:**

UNINTERRUPTED OPERATION OF CITY OFFICES PROVIDING SERVICES TO CONSTITUENTS.

**6. Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**

\$25,000.00 (MONTHLY) \$300,000.00 (YEARLY) \$75,000.00 (TEMPORARY BUDGET)

**7. Date Proposed Program or Project will Commence:**

JULY 1, 2010

**8. Anticipated Completion Date:**

JUNE 30, 2011

**9. Person Responsible for Coordinating Proposed Program/Project :**

ROBERT MAGRO, DIRECTOR, IT DIVISION

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



**Signature of Department Director**

7-7-10

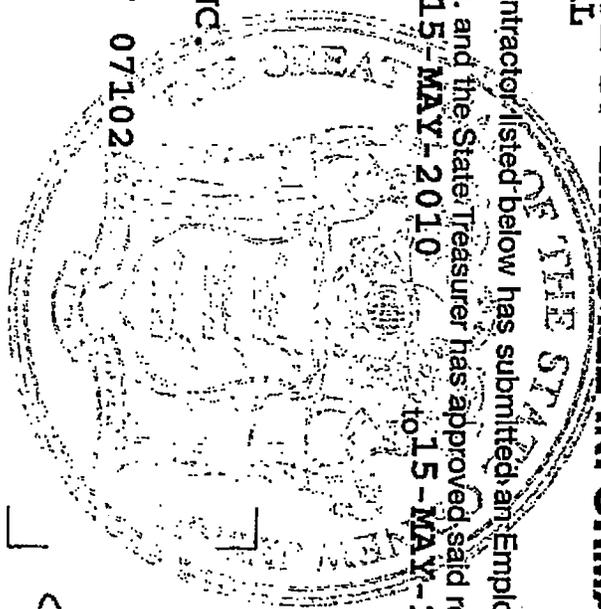
**Date**

*for P.H.*

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

Certification 1.673

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq, and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2010** to **15-MAY-2013**



VERIZON NEW JERSEY INC.  
540 BROAD ST.  
NEWARK

NJ 07102



*[Handwritten signature]*

Andrew P. Sidamon-Eristoff  
Acting State Treasurer

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 personal 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, 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance 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): Jacque Lafaire-Livingston / Sr Staff Affirmative Action  
Representative's Signature: Jacque Lafaire-Livingston  
Name of Company: Verizon

Tel. No.: 908-591-1542 Date: 7-9-2010

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

The contractor and the City of Jersey City of New Jersey, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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: Jacque Lafaire-Livingston / Sr Staff  
Representative's Signature: Jacque Lafaire-Livingston / affirmative action  
Name of Company: Verizon  
Tel. No.: 908-559-1592 Date: 7-9-2010

**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: Verizon Business Network Services Inc on behalf of  
Verizon Select  
Services Inc

Address: 8 Campus Dr, Parsippany, NJ 07940

Telephone No.: 973 630-7618

Contact Name: Sharon Gonzalez

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

VERIZON SELECT SERVICES, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

151-337-624/000

0105264

ADDRESS:

600 HIDDEN RIDGE E02 C50  
IRVING TX 75038

ISSUANCE DATE:

08/25/04

EFFECTIVE DATE:

10/14/94

FORM-BRC(08-01)

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

*J.P.S. Kelly*

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

City Clerk File No. Res. 10-634

Agenda No. 10.Z.2

Approved: SEP 15 2010

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



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

**WHEREAS**, funding is required for the provision of **VERIZON** data communication services in the 2011 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**, the anticipated funding required for this contract is Seventy Thousand (\$70,000.00) Dollars per month, Eight Hundred Forty Thousand (\$840,000.00) Dollars per year, of which One Hundred Thousand (\$100,000.00) Dollars will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 4QA:4-1 et. seq.

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

**WHEREAS**, this award of contract is contingent upon sufficient funds being appropriated in the 2011 temporary and permanent budgets; and

**Administration/Division of Information Technology**

**Acct. No. 01-201-31-435-621**

**AMT. \$100,000.00**

**WHEREAS**, the remaining contract funds will be made available in the 2011 temporary and permanent budgets; and

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2011 temporary and permanent budgets; and

**WHEREAS**, if funds are not available for the contract in the 2011 temporary and permanent budgets, the contract will be terminated.

City Clerk File No. Res. 10-634

Agenda No. 10.Z.2

TITLE: **SEP 15 2010**

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

**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 above amount, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contact, 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

**RESOLVED**, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 (1) (p).

**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.**

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-31-435-621** for payment of the above Resolution.

Requisition No. 0151041

Purchase Order No. 100440

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

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

APPROVED AS TO LEGAL FORM  
[Signature]  
Asst Corporation Counsel

Certification Required   
Not Required

APPROVED **7-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/15/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓			BRENNAN, PRES	✓		
LOPEZ	✓			RICHARDSON	✓						

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Ordinance/Resolution/Cooperation Agreement :**

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

**2. Name and Title of Person Initiating Ordinance/Resolution :**

ROBERT MAGRO, DIRECTOR, IT DIVISION

**3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**

PROVISION OF DATA LINES (FRAME RELAY CIRCUITS, PRI's, POINT TO POINT DATA CIRCUITS)

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

SERVICES REQUIRED TO INSURE THE UNINTERRUPTED FUNCTION OF CITY OFFICES USING COMMUNICATION LINES FOR DAILY OPERATIONAL TASKS.

**5. Anticipated Benefits to the Community:**

UNINTERRUPTED OPERATION OF CITY OFFICES PROVIDING SERVICES TO CONSTITUENTS.

**6. Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**

\$70,000.00 (MONTHLY) \$840,000 (YEARLY) \$100,000.00 (TEMPORARY BUDGET)

**7. Date Proposed Program or Project will Commence:**

JULY 1, 2010

**8. Anticipated Completion Date:**

JUNE 30, 2011

**9. Person Responsible for Coordinating Proposed Program/Project :**

ROBERT MAGRO, DIRECTOR, IT DIVISION

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



**Signature of Department Director**

7-7-10

**Date**

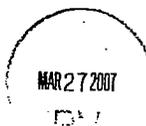


## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** VERIZON NEW JERSEY INC  
**Trade Name:**  
**Address:** 1095 AVE OF AMERICAS(ROOM 3103)  
NEW YORK, NY 10036  
**Certificate Number:** 0062228  
**Effective Date:**  
**Date of Issuance:** March 27, 2007

**For Office Use Only:**  
20070327124751335

*Ve 570270*



**CITY OF JERSEY CITY**

**RESOLUTION:**

**VENDOR:** Verizon Select Services

**RESPONDENT'S CHECKLIST**

Item	
A. Non-Collusion Affidavit properly notarized	
B. Public Disclosure Statement	
C. Mandatory Affirmative Action Language	
D. Americans with Disabilities Act	
E. Affirmative Action Compliance Notice	
F. MWBE Questionnaire (2 copies)	
G. Form AA302 – Employee Information Report	
H. Business Registration Certificate	
I. Original signature(s) on all required forms.	

**NON COLLUSION AFFIDAVIT**  
**STATE OF NEW JERSEY**  
**CITY OF JERSEY CITY ss:**

**David K. Brown**  
Executive Director  
Pricing/Contract Management

I certify that I am \_\_\_\_\_  
of the firm of Verizon Business Network Services on behalf of Verizon Select Services Inc.

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

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

(Signature of respondent) [Handwritten Signature]

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 3rd August OF 20 09

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) David K. Brown

NOTARY PUBLIC OF Georgia  
MY COMMISSION EXPIRES: 20 12/29/2010

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



**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 School 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

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

TITLE: \_\_\_\_\_

**David K. Brown**  
Executive Director  
Pricing/Contract Management

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_

OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 70 \_\_\_\_\_

(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

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

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**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.

David K. Brown  
Executive Director  
Pricing/Contract Management

Representative's Name/Title (Print): \_\_\_\_\_

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

Name of Company: Veriza Business Network Services on behalf of

Tel. No.: 973 (230-7618) Date: 8/3/2009

Veriza Select Services Inc

**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.

AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability (enclosed)

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 give the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

David K. Brown  
Executive Director  
Pricing/Contract Management

Representative's Name (Print):

Representative's Signature: D. K. BROWN

Name of Company: Verza Business Network Services a behlf of

Tel. No.: 970 630-7118 Date: 8/31/2009 Verza Select  
Services Inc

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 Employer 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 five 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: Verza Business Network Services a behlf of Verza Select  
SIGNATURE: D. K. BROWN DATE: 8/31/2009

PRINT NAME: David K. Brown  
Executive Director  
Pricing/Contract Management

**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: Verizon Business Network Services Inc on behalf of  
Verizon Select  
Address: 8 Campus Dr, Parsippany, NJ 07940  
Services Inc  
Telephone No.: 973 630-7618  
Contact Name: Sharon Garcia

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**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: Verizon Business Network Service Inc. on behalf of Verizon  
Address: 8 Campus Drive, Parsippany, NJ 07054 Select Service  
Telephone No.: 973 630-7618  
Contact Name: Sharon Garcia

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

**N.J.S.A. 19:44A-3(a)**: "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."





**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Hudson**

**State: Governor, and Legislative Leadership Committees.**

**Legislative District #: 31, 32, & 33**

**State Senator and two members of the General Assembly per district.**

**County:**

**Freeholders**

**County Clerk**

**Sheriff**

**County Executive**

**Surrogate**

**Registrar of Deeds**

**Municipalities (Mayor and members of governing body, regardless of title):**

Bayonne City

East Newark Borough

Guttenberg Town

Harrison Town

Hoboken City

Jersey City

Kearny Town

North Bergen Township

Secaucus Town

Union City City

Weehawken Township

West New York Town

**Boards of Education**

**(Members of the Board):**

East Newark Borough

Guttenberg Town

Hoboken City

Kearny Town

North Bergen Township

Secaucus Town

Weehawken Township

**Fire Districts (Board of Fire Commissioners):**

**(None)**

## 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:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2____	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(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 Verizon Business Network Services Inc. on behalf (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 Verizon Business Network Services Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128. on behalf of Verizon Select Services Inc.

**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: Verizon Business Network Services  
on behalf of Verizon Select Services Inc.

Signed [Signature] Title: \_\_\_\_\_

Print Name David K. Brown Date: 08/03/2009  
Executive Director  
Pricing/Contract Management

Subscribed and sworn before me this 3rd day of August, 2009  
Linda H. Prior (Affiant)

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>**

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

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

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

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

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

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

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

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

**Temporary and Executing**

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

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

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

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

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

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

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

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

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

**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

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 May 20, 2009 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2005
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: Verizon Business Network Services a subsidiary of Verizon Select Services Inc.  
 Signed: [Signature] David K. Brown  
 Print Name: \_\_\_\_\_ Executive Director      AUGUST 3, 2009  
 Pricing/Contract Management

Subscribed and sworn before me this ___ day of _____, 2___	_____ (Affiant)
My Commission expires: _____	_____ (Print name & title of affiant) (Corporate Seal)

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

City Clerk File No. Res. 10-635

Agenda No. 10.Z.3

Approved: SEP 15 2010

TITLE:



## RESOLUTION SUPPORTING AN APPLICATION SUBMITTED BY NIMBUS DANCE WORKS TO THE FORD FOUNDATION SPACE FOR CHANGE PLANNING AND PRE-DEVELOPMENT GRANTS PROGRAM

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

**WHEREAS, Nimbus Dance Works**, Jersey City's premier dance company, is a dynamic organization known for its artistic excellence and community involvement. Through critically acclaimed performances throughout New Jersey and the Northeast, programs for Jersey City youth and seniors, partnerships with Jersey City institutions, and collaborations with notable composers and visual artists, Nimbus weaves artistic excellence and community impact; and

**WHEREAS, Nimbus Dance Works** is comprised of dance artists drawn from some of New York and New Jersey's top dance companies, including the Martha Graham Dance Company and New Jersey Ballet, premiering new work on a yearly basis. The company is company-in-residence at Jersey City's Grace Church-Van Vorst; and

**WHEREAS, Nimbus Dance Works** has successfully created and implemented numerous programs that engage students and other community members as active participants in dance. This year, Nimbus performed for more than 5,000 audience members. Nimbus' educational programs serve more than 1,500 students. Nimbus' JC Grooves after-school dance program has provided rigorous dance education and performance opportunities for students from Jersey City's Middle School #4, and Nimbus has conducted an intensive summer dance program, JC SummerMoves, for high school students in Jersey City; and

**WHEREAS, Nimbus Dance Works** intends to seek financial support for feasibility studies and pre-planning to examine the possibility of creating a new performing arts facility for performances, rehearsals and educational programs in downtown Jersey City. Nimbus will also submitting a Letter of Inquiry to the Ford Foundation Space for Change Planning and Pre-Development Grants program.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby declare its support for Nimbus Dance Works' application to the Ford Foundation Space for Change Planning and Pre-Development Grants program. Nimbus Dance Works is a valued member of the Jersey City arts community.

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

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

Certification Required   
 Not Required

APPROVED 7-0  
 9/15/10

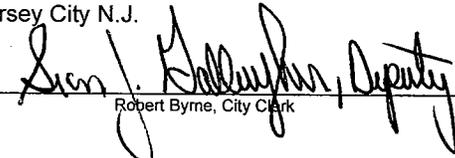
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/15/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 \_\_\_\_\_  
 Peter M. Brennan, President of Council

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

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

City Clerk File No. Res. 10-636

Agenda No. 10.Z.4

Approved: SEP 15 2010

TITLE:



## RESOLUTION HONORING CATHERINE DeROSA ON THE OCCASION AND CELEBRATION OF HER 100<sup>TH</sup> BIRTHDAY

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

**WHEREAS**, Catherine Messano was born on September 18, 1910 in Jersey City to Carmine and Magdelina Messano. Catherine and her eight siblings were raised in the Marion section of Jersey City; and

**WHEREAS**, Catherine received her primary education at P.S. #23 and is a graduate of William L. Dickinson High School. Catherine has been a parishioner of Our Lady of Mount Carmel for her entire life; and

**WHEREAS**, on June 6, 1938 Catherine married Dominick DeRosa. Their union was blessed with two children, William and Maryann. Catherine is the loving grandmother of Lisa Fabrizio and Dina Kinchel. Catherine is great-grandmother to Gabriella, Zachary and Matthew Fabrizio and Owen, Lucas and Madelyn Kinchel; and

**WHEREAS**, Catherine DeRosa, the matriarch of her Italian-American family, passed on many proud traditions to her family. Her talents for cooking were passed down to the generations as a family heirloom. A gifted seamstress, Catherine lovingly made many outfits for her children and grandchildren; and

**WHEREAS**, this lifelong Jersey City resident has been an inspiration to all who have had the pleasure of knowing her. A mass celebrating her 100<sup>th</sup> birthday will be held on September 18, 2010 at Our Lady of Mount Carmel Church at 10:00 A.M.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City does hereby honor Catherine DeRosa on the occasion and celebration of her 100<sup>th</sup> birthday and wishes her many more years of good health and happiness

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0  
9/15/10

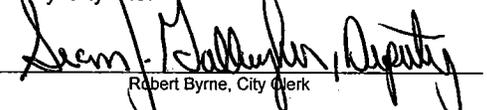
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD			ABSENT
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10#637

Agenda No. 10.Z.5

Approved: SEP 15 2010

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**



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

**WHEREAS**, funds must be allocated for the maintenance of Wide Area and Local Area PC Network telecommunications hardware and software systems; and

**WHEREAS**, NETWORK MANAGEMENT SOLUTIONS has agreed to provide the goods and services specified as necessary by the Division of Information Technology; and

**WHEREAS**, the City of Jersey City has received a proposal from NETWORK MANAGEMENT SOLUTIONS in the total amount for a one year period of **\$153,600.00** of which **\$39,000.00** 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.

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

**WHEREAS**, funds are available for this contract in the following account :

**Administration/Division of Information Technology**  
**Acct. No. 1-201-20-140-314** **AMT. \$39,000.00**

**WHEREAS**, the remaining contract funds will be made available in the 2011 temporary and permanent budgets; and

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2011 temporary and permanent budgets; and

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

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

**WHEREAS**, NETWORK MANAGEMENT SOLUTIONS has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128;

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

City Clerk File No. Res. 10-637

Agenda No. 10.Z.5

TITLE: **SEP 1 5 2010**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

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.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned NETWORK MANAGEMENT SOLUTIONS be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and 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

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

RESOLVED, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 (1) (dd).

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

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

Requisition No. \_\_\_\_\_

Purchase Order No. 100431

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

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM  
APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel  
Certification Required   
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
9/15/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP	✓			FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk





*Network Management Solutions, Inc  
1122 Route 22 West  
Mountainside, New Jersey 07092*

## **Revised Infrastructure Management Proposal**

Prepared for:

**THE CITY OF JERSEY CITY**

**September 08, 2010**

*This proposal contains confidential information and is intended for the private use of The City of Jersey City. This proposal is not for distribution outside of The City of Jersey City.*

## **TABLE OF CONTENT**

*Network Management Solutions*

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<b>SERVICE LEVEL AGREEMENT</b>	<b>(3)</b>
<b>COST OF SERVICES</b>	<b>(4)</b>
<b>CONCLUSION</b>	<b>(5)</b>

## **INTRODUCTION**

Network Management Solutions (NMS) appreciates the opportunity to propose Infrastructure Management Services to The City of Jersey City.

In working with Jersey City NMS believes its services continue to provide value and we welcome feedback and want to offer network management services, which are innovative, industry leading, flexible and beneficial to the City and the staff supporting it. We will continue to provide a high level of support to insure the network is pro-actively monitored 8am to 6pm (M-F) and all problems are diagnosed and resolved in a timely and coordinated manner.

Networking technology has created tremendous business opportunities for many organizations. Network Management Solutions understands the critical nature of our customer's networks and is committed to providing and continuously improving upon the services offered. NMS is dedicated to working in conjunction with its customers as partners with the objective of providing services, which exceed expectations.

Our company's philosophy is simple, help our customers monitor and manage the technology infrastructure that is key to their business operation and success. We implement our services based on the following principles:

- ◆ Provide a watchful eye over the infrastructure, which is responsive in managing and measuring; availability, resource consumption, security levels, and fiscal responsibility.
- ◆ Provide our customers with easy to access, timely and informative reports, which detail essential information.
- ◆ Provide our customers with flexible solutions, which fit the organizations objectives, and respond promptly as requirements change.
- ◆ Provide expert customer feedback that is unbiased, product and service independent.

NMS realizes that there are several approaches, which Jersey City can take in managing its network infrastructure. As a business partner, NMS will continually help Jersey City avoid costly and timely mistakes by offering a strategy which results in maximum benefit; improved return on investment, improved controls, and increased network performance – all while controlling costs.

Network Management Solutions will provide pro-active monitoring and management and will deliver the following services under this agreement:

**WAN/LAN**

- NMS will act as the single focal point for the LAN/WAN infrastructure and all identified managed components in this agreement. This includes identifying and resolving system and circuit outages and coordinating replacement.
- Includes 8am to 6pm (M-F) monitoring and access to NMS staff and its resources.
- Provides network alarming via a management workstation. NMS will diagnose the problem area and notify designated JC personnel.
- Should a circuit or system outage occur, the designated JC contacts will be immediately notified about the outage, the reason for outage, and will be updated hourly with an estimated time of repair.
- Should a trouble call be diagnosed by NMS as a hardware failure, the equipment will be replaced by NMS staff via the current selected hardware replacement plan.
- Maintain and update as required a complete network documentation set in Visio format.

**Servers/Exchange**

- Provide 8am to 6pm (M-F) monitoring of 60 HP/DELL Servers. This includes monitoring active services such as DNS, WINS, and DHCP.
- Manage all HP/DELL system Firmware/BIOS updates.
- Provide overall supervision of the Active Directory Infrastructure.
- Manage entire Infrastructure Group Policies and related services.
- Manage Microsoft WSUS Server and all related services. This includes updates for all Servers and clients.
- Manage overall Symantec Anti-Virus Server Platform.
- Provide 8am to 6pm (M-F) monitoring and management of Symantec Backup Exec. jobs to verify operation.
- Provide 8am to 6pm (M-F) monitoring and management of the Dell TL4000 Tape Library to include any Firmware updates.
- Provide 8am to 6pm (M-F) monitoring and Management of the Dell (4) EqualLogic SAN's including disk allocation and proper operation.
- Update Exchange windows servers software and firmware.
- Update Exchange software.
- Support on-going email filtering issues with Guardian vendor.
- Schedule updates as required.
- Maintain all mail MX records.
- Acquire, maintain and update SSL security certificates.

**The City Of Jersey City**

**Proactive Monitoring**

- Customer infrastructure to be monitored 8am to 6pm (M-F).
- All faults to be identified within 5 minutes of failure.
- Problem determination to begin immediately following failure id.
- Customer to be notified within 15 minutes.
- NMS to coordinate repair of all failures.
- Customer to be updated as agreed upon by JC personnel.
- NMS to escalate all problems as required as per agreed JC procedures.
- NMS to confirm all repairs with customer.
- NMS to provide problem details via email at conclusion.
- NMS to provide daily web based reports on designated devices.
- ***Failure to properly identify, notify and manage fault isolation will result in service credit for monthly management fees for device.***

**Performance Reporting**

- NMS to provide daily web based reports of facility performance.
- NMS to provide daily web based reports of core CPE performance.
- NMS to provide on demand reports.
- NMS to provide expert analysis of reports.
- NMS to provide recommendations monthly for engineering changes.
- ***Failure to provide performance management details will result in service credit for monthly management fees for device.***

**Installation/Change Management**

- All changes will be based on agreed upon schedule.
- Standard interval for CPE change coordination is 2 business days.
- NMS will coordinate all circuit changes with carrier.
- NMS will maintain database of all JC devices, serial #'s, maintenance contracts, and contact information.
- NMS to coordinate and maintain all network diagrams.
- ***Failure to deliver on NMS controlled activities will result in service credit for changes or installation fees.***

## **COST OF SERVICES**

## *Network Management Solutions*

Network Management Solutions appreciates the opportunity again to propose Network Management Services to The City of Jersey City. Below are the costs associated with monitoring and managing the Jersey City Infrastructure.

- **JC WAN Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for the Verizon frame-relay circuits/Wireless network infrastructure and Cisco routers at (11) City WAN network locations. (All Cisco hardware has existing maintenance contracts with the City). In addition, this includes the monitoring and management of (12) new LTW wireless antenna's installed for the following locations: 50 Baldwin, 30 Montgomery, 280 Grove, RT440, 465 Marin, 365 Summit, 715 Summit, 1JSQ 201 Cornelison, 145 MLK and Pershing Field.

Monthly Cost - \$2,800

- **JC LAN Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for the Cisco Switching infrastructures at the following locations - 1 JSQ, 280 Grove, 30 Montgomery, and RT 400). (All Cisco hardware has existing maintenance contracts with the City). This also includes the monitoring for (1) UPS and (3) HVAC systems at 1JSQ.

Monthly Cost - \$1,600

- **JC Internet Access Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for the (2) Internet circuits, (1) Cisco Content Engine, (2) Cisco PIX Firewalls, (2) FAT Pipes and change management of the Websense filtering system. Also included is log security filtering on the PIX firewalls. (All hardware listed above has existing maintenance contracts with the City).

Monthly Cost - \$1,300

- **JC Server Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for (76) HP /DELL Servers, (4) Dell EqualLogic SANs, Symantec Backup Exec. and the TL4000 Tape Library.

Monthly Cost - \$7,100

**Total Monthly Management Cost \$12,800.00**

## Conclusion

Network Management Solutions appreciates the opportunity to again offer its services and will continue to provide the necessary resources to insure a smooth running network infrastructure. In addition, NMS looks forward to improving upon its service offerings while providing reliability, availability, and stability to the network infrastructure through structured, measured, management services.

**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 Network Management Solutions (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 Network Management Solutions (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: Network Management Solutions  
Signed: [Signature] Title: V.P. Operations  
Print Name: Donald Seitz Date: 9/8/10

Subscribed and sworn before me \_\_\_\_\_  
this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_. (Affiant)  
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.**

**CITY OF JERSEY CITY**

for Ref.  
NMS

**RESOLUTION:**

**VENDOR:**

**RESPONDENT'S CHECKLIST**

Item	Respondent Initials	AMMHO Review
A. Non-Collusion Affidavit properly notarized	DA	
B. Public Disclosure Statement	DA	
C. Mandatory Affirmative Action Language	DA	
D. Americans with Disabilities Act	DA	
E. Affirmative Action Compliance Notice	DA	
F. MWBE Questionnaire (2 copies)	DA	
G. Form AA302 – Employee Information Report	DA	
H. Business Registration Certificate	N/A	Notified online ✓
I. Original signature(s) on all required forms.	DA	

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am Donald Seirz  
of the firm of Network Management Solutions

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) *Donald Seirz*  
Donald Seirz

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY July 12 OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) *Donald Seirz*

NOTARY PUBLIC OF Union County, NJ  
MY COMMISSION EXPIRES: 20 August 17, 2011

**TINA A. MERKOURIOU**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES AUGUST 17, 2011

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

**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
Donald Seitz	438 Carowick Dr. Wyckoff, N.J. 07481	100

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

*Donald Seitz*  
Donald Seitz

TITLE: \_\_\_\_\_

*President*

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

July 12 OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Union County, NJ  
MY COMMISSION EXPIRES: 20. Aug 17, 2011

*Tina A. Merkouriou*  
**TINA A. MERKOURIOU**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES AUGUST 17, 2011

**(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**

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

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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

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

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

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

**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 .

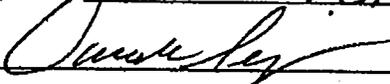
The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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): Donald Seitz / President

Representative's Signature: 

Name of Company: Network Management Solutions

Tel. No.: <sup>908</sup> 232-0100 Date: 7/2/10

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

The contractor and the City of Terry 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.

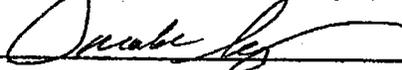
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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.

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

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): Donald Seitz / President

Representative's Signature: 

Name of Company: Network Management Solutions

Tel. No.: <sup>908</sup> 232-0100 Date: 7/12/10

**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: Network Management Solutions

SIGNATURE: Donald Seitz DATE: 7/12/10

PRINT NAME: Donald Seitz TITLE: President

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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

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

Business Name: Network Management Solutions

Address: 1122 Route 22, Mountainside, N.J. 07092

Telephone No.: 908-232-0100

Contact Name: Donald Seir

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**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: Network Management Solutions

Address: 1122 Route 22 Mountainside NJ 07092

Telephone No.: 908-232-0100

Contact Name: Donall Scierz

Please check applicable category :

- Minority Owned
- Woman Owned
- Minority & Woman Owned
- Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

Certification 36024

**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-OCT-2004** to **15-OCT-2011**

**NETWORK MANAGEMENT SOLUTIONS, INC.**  
**1122 ROUTE 22**  
**MOUNTAINSIDE NJ 07092**



A handwritten signature in cursive script, appearing to read "John P. Lormer".

State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

NETWORK MANAGEMENT SOLUTIONS, INC.

TRADE NAME:

ADDRESS:

1122 RT 22  
MOUNTAINSIDE NJ 07092

EFFECTIVE DATE:

01/10/96

SEQUENCE NUMBER:

0659986

ISSUANCE DATE:

08/14/06



Acting Director  
New Jersey Division of Revenue

FORM-BRC(08-01)

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

**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: <i>Donald Seitz</i>	Name:
Home Address: <i>438 CHADWELL DRIVE WYCKOFF, N.J. 07481</i>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

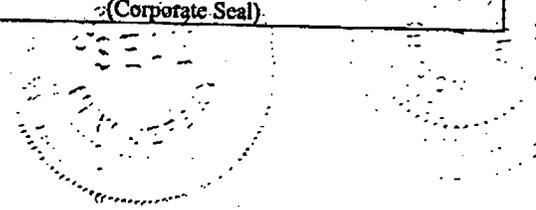
Subscribed and sworn before me this 12 day of July, 2010

(Notary Public) *[Signature]*

My Commission expires:

**TINA A. MERKOURIOU**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES AUGUST 17, 2011

*[Signature]*  
(Affiant)  
*Donald Seitz, President*  
(Print name & title of Affiant)  
(Corporate Seal)





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

City Clerk File No. Res. 10-638

Agenda No. 10.Z.6

Approved: SEP 15 2010



TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH  
LET'S THINK WIRELESS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**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** has agreed to provide the goods and services specified as necessary by the Division of Information Technology; and

**WHEREAS**, the City of Jersey City has received a proposal from **LET'S THINK WIRELESS** in the total amount for a one year period of \$62,377.20 ; and

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

**WHEREAS**, funds are available for this contract in the following account :

**Administration/Division of Information Technology**  
**Acct. No. 1-201-20-140-314** **AMT. \$62,377.20**

**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 certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; 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**, Robert Magro, the City's IT Director, has determined and certified in writing that the value of the contract will exceed \$17,500; and

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

City Clerk File No. Res. 10-638

Agenda No. 10.Z.6

TITLE: SEP 1 5 2010

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
LET'S THINK WIRELESS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **LET'S THINK WIRELESS** be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contact, 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

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

**RESOLVED**, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 (1) (dd).

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

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

Requisition No. \_\_\_\_\_

Purchase Order No. 100911

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

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

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

Certification Required

Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/15/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP	✓			FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Ordinance/Resolution/Cooperation Agreement :**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
LET'S THINK WIRELESS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**2. Name and Title of Person Initiating Ordinance/Resolution :**

**ROBERT MAGRO, IT DIRECTOR**

**3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**

**PROVIDE SUPPORT SERVICES FOR PROPRIETARY  
HARDWARE/SOFTWARE SYSTEMS USED IN THE CITY'S WIRELESS WIDE  
AREA PC NETWORK.**

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

**UNINTERRUPTED OPERATIONS OF CITY OFFICES SERVING  
CONSTITUENTS.**

**5. Anticipated Benefits to the Community:**

**CONTINUED UNINTERRUPTED OPERATIONS OF CITY OFFICES SERVING  
CONSTITUENTS.**

**6. Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.) :**

**\$62,377.20**

**7. Date Proposed Program or Project will Commence:**

**JULY 1, 2010**

**8. Anticipated Completion Date:**

**JUNE 30, 2011**

**9. Person Responsible for Coordinating Proposed Program/Project :**

**ROBERT MAGRO, IT DIRECTOR**

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

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

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



City of Jersey City - Wireless WAN Maintenance  
Phase I, II & III Wireless WAN deployment

**PRICE QUOTATION  
LETTER OF AGREEMENT**

CLIENT NAME	City of Jersey City		
ADDRESS	Department of Information Technology 1 Journal Square Plaza, 3rd Floor		
CITY, STATE, ZIP	Jersey City, NJ 07306		
TECHNICAL CONTACT	PHONE		
EXECUTIVE CONTACT	Bob Magro	PHONE	(201) 547-4274

AM	CL
DATE	22-Jun-10
FAX	(201) 547-4507

NEW CLIENT

**LTW Price Quotation**

This price quotation is valid for 5 days from the date listed above.

PRODUCTS	Quantity	Price	Extension

Shipping & Handling:

Subtotal:	\$ -
Sales Tax:	\$ -
<b>Products Total:</b>	<b>\$ -</b>

**COMMENTS:**  
The estimated amount of this agreement is **\$62,377.20** Payment due: **Upon Receipt of Invoice for annual maintenance contract.**

**Professional Services**

Professional Service to maintain existing wireless Wide Area Network (WAN) network.	1	\$ 33,000.00	\$ 33,000.00
Annual Maintenance from 7/01/10 through 6/30/11			
EXPENSES INCLUDED: (Y/N)		Subtotal:	\$ 33,000.00

**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

Products Total: **\$ 33,000.00**

**Maintenance/Support Services - Vendor Warranty Renewals**

BridgeWave AR-80 MIS to Beacon Link	1	\$ 4,372.00	\$ 4,372.00
BridgeWave AR-80 City Hall to Beacon Link	1	\$ 4,372.00	\$ 4,372.00
BridgeWave FE-80 City Hall to Housing	1	\$ 3,652.00	\$ 3,652.00
BridgeWave FE-80 Fire HQ to Beacon	1	\$ 3,652.00	\$ 3,652.00
BridgeWave FE-80 Police HQ to Beacon	1	\$ 3,652.00	\$ 3,652.00
BridgeWave FE-80 BCI to Beacon	1	\$ 3,652.00	\$ 3,652.00
BridgeWave FE-80 OEM to Beacon	1	\$ 3,652.00	\$ 3,652.00
Ceragon - 1500P Parks & Recreation to Beacon	1	\$ 1,802.00	\$ 1,802.00
Ceragon - 1500P Housing & Economic Dev. to Beacon	1	\$ 1,802.00	\$ 1,802.00
Exalt5000- Pershing Field (Warranty Renewal)	1	\$ 1,700.00	\$ 1,700.00
Exalt 5- Bethune Center to Beacon (AR Support)	1	\$ 2,500.00	\$ 2,500.00
Support & Services Total:		<b>\$ 34,808.00</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.

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

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

PRODUCTS:	\$ -
SERVICES:	\$ 33,000.00
SUPPORT:	\$ 34,808.00
SURVEY:	\$ -
ESTIMATED EXPENSES:	\$ 1,500.00
10% Discount:	\$ (6,930.80)
<b>TOTAL:</b>	<b>\$ 62,377.20</b>

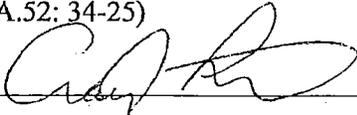
**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am President

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)

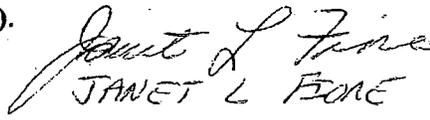
(Signature of respondent) 

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY AUGUST 4 OF 2010

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NEW JERSEY COUNTY - MORRIS  
MY COMMISSION EXPIRES: 20 . APRIL 14, 2013

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

  
JANET L FIORE

**JANET L FIORE**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 14, 2013.

**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.

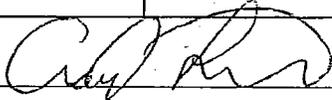
Wholly owned subsidiary of

STOCKHOLDERS:

Winmill Software, Inc  
420 Lexington Ave - Suite 455, NY, NY 10170

Name	Address	% owned
N/A		

SIGNATURE:



TITLE:

President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

AUGUST 4 OF 2010

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NEW JERSEY COUNTY MORRIS  
MY COMMISSION EXPIRES: 20 . APRIL 14, 2013

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

Janet L Fiore  
JANET L FIORE

JANET L FIORE  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 14, 2013

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

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

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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

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

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

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

**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

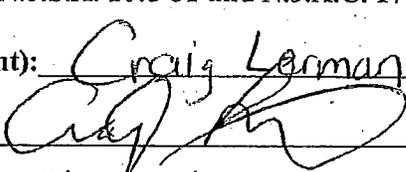
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

Representative's Signature:



Name of Company:

Let's Think Wireless, LLC

Tel. No.:

973-882-9204 x12

Date:

8-4-2010

**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.

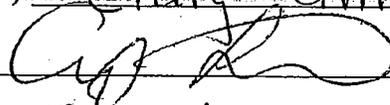
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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.

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

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

Representative's Signature: 

Name of Company: Let's Think Wireless, LLC

Tel. No.: 973-882-9204 x12 Date: 8-1-2010

**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.

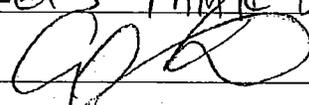
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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:  DATE: 8-4-2010

PRINT NAME: Craig Lerman TITLE: President

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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

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

Business Name: Let's Think Wireless, LLC

Address: 30 Chapin Road - Unit #1209, Pine Brook, NJ 07058

Telephone No.: 973-882-9204 x12

Contact Name: Craig Lerman

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**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: 30 Chapman Road - Unit 1207, Pine Brook, NJ 07058

Telephone No.: 973-882-9204 x12

Contact Name: Craig Lerman

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

Certification 37795

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-DEC-2005** to **15-DEC-2012**

**LET'S THINK WIRELESS  
30 CHAPIN ROAD  
PINEBROOK NJ 07058**



*John Driscoll*

State Treasurer

Certification 37795

# 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. 17:27-11 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2005 to 15-DEC-2012

LET'S THINK WIRELESS  
30 CHAPIN ROAD  
PINEBROOK

NJ 07058



*John P. Lawrence*

State Treasurer



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Let's Think Wireless, LLC

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: Wholly owned subsidiary of: Winmill Software, Inc  
420 Lexington Ave - Suite #455  
New York, NY 10170

Name:	Name:
Home Address: <u>N/A</u>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 4 day of AUGUST, 2010

(Notary Public)

Janet L Fiore

My Commission expires: APRIL 14, 2013

Craig Lerman  
(Affiant)

Craig Lerman, President  
(Print/name & title of affiant)

(Corporate Seal)

**JANET L FIORE**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 14, 2013

**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

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 May 20, 2009 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2005
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia Lopez	

**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
Wholly owned subsidiary of:	
Winmill Software, Inc	
420 Lexington Ave - Suite 455	
New York, New York, 10170	

**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: Let's Think Wireless, LLC  
 Signed: [Signature] Title: President  
 Print Name: Craig Lerman Date: 8-4-2010

Subscribed and sworn before me this <u>4</u> day of <u>AUGUST</u> , 2010  My Commission expires: <u>APRIL 14, 2013</u> <u>[Signature]</u>	<u>[Signature]</u> (Affiant) <u>Craig Lerman, President</u> (Print name & title of affiant) (Corporate Seal)
---	---

**JANET L FIGRE**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES APRIL 14, 2013

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 personal 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, 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

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

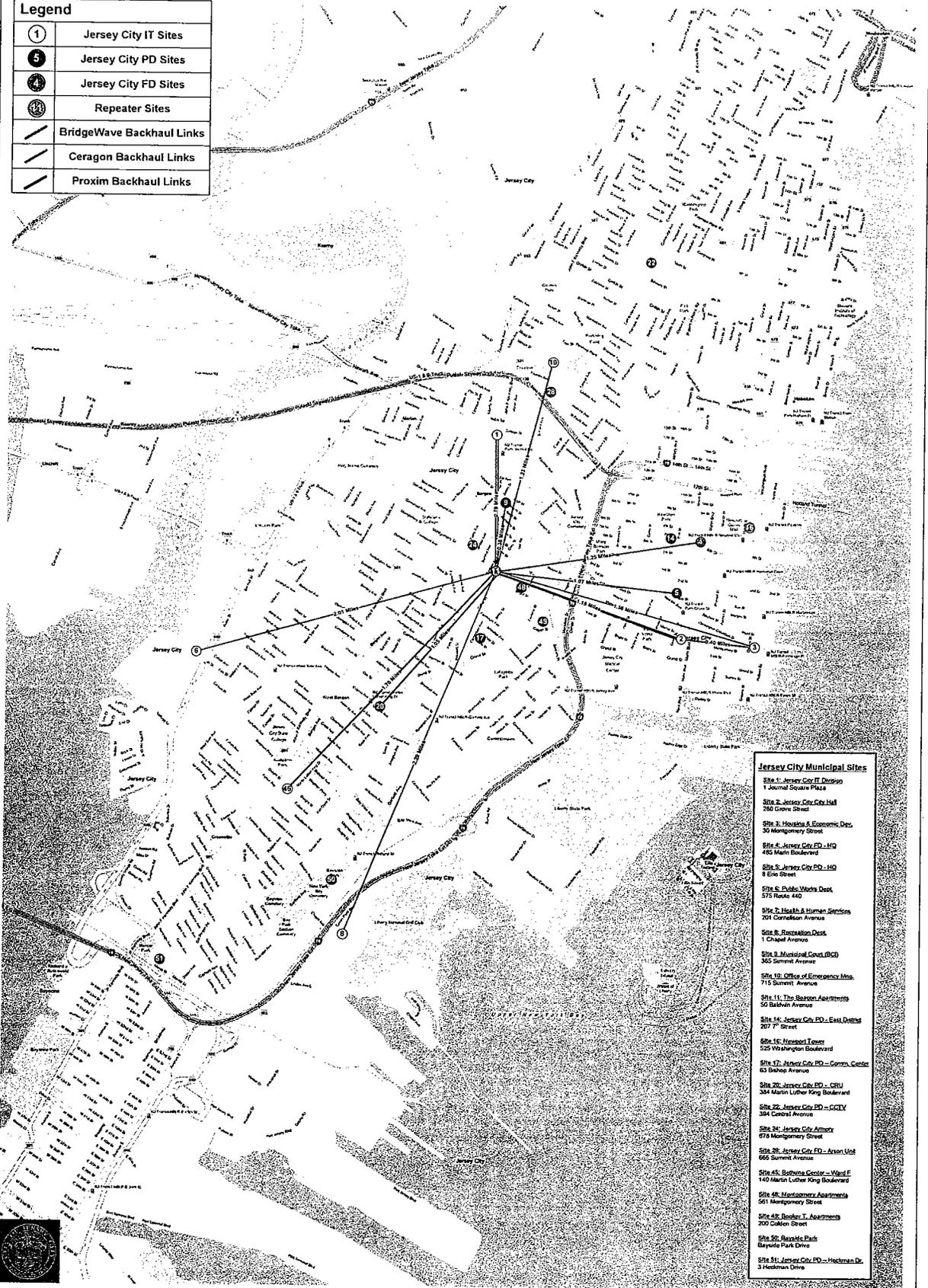
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**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  
Representative's Signature:   
Name of Company: Let's Think Wireless, LLC  
973-882-9204 X12  
Tel. No.: \_\_\_\_\_ Date: 8-4-2010

Legend	
①	Jersey City IT Sites
⑤	Jersey City PD Sites
④	Jersey City FD Sites
⊙	Repeater Sites
—	BridgeWave Backhaul Links
—	Ceragon Backhaul Links
—	Proxim Backhaul Links



Jersey City Municipal Sites	
Site 1:	Jersey City IT Desktop 1 Journal Square Plaza
Site 2:	Jersey City City Hall 260 Grove Street
Site 3:	Housing & Economic Dev. 30 Montgomery Street
Site 4:	Jersey City PD - HQ 485 Main Boulevard
Site 5:	Jersey City PD - HQ 8 Erie Street
Site 6:	Public Works Dept. 575 Route 440
Site 7:	Health & Human Services 201 Corporation Avenue
Site 8:	Recitation Desk 1 Chapel Avenue
Site 9:	Municipal Court (PCD) 350 Summit Avenue
Site 10:	Office of Emergency Mgt. 715 Summit Avenue
Site 11:	The Beacon Apartments 50 Baldwin Avenue
Site 14:	Jersey City PD - East District 207 7 <sup>th</sup> Street
Site 15:	Armed Forces 525 Washington Boulevard
Site 17:	Jersey City PD - Comm. Center 63 Bishop Avenue
Site 20:	Jersey City PD - CRU 344 Martin Luther King Boulevard
Site 22:	Jersey City PD - DCEV 384 Central Avenue
Site 24:	Jersey City Armory 674 Montgomery Street
Site 25:	Jersey City PD - Arson Unit 666 Summit Avenue
Site 45:	Botham Center - Ward E 140 Martin Luther King Boulevard
Site 46:	Montgomery Apartments 561 Montgomery Street
Site 48:	Boyer T. Apartments 200 Colton Street
Site 50:	Ravens Park Bayville Park Drive
Site 31:	Jersey City PD - Hedden Dr. 3 Hedden Drive



**Let's Think Wireless, LLC**  
 A wholly owned subsidiary of WioMill Software, Inc.  
 30 Chapin Road, Unit 1209  
 Pine Brook, New Jersey 07059  
 973.882.9885

Title:  
**City of Jersey City: Overview**

Map:  
**Wireless Link Configuration Map  
 as of: 09/08/2010**

Rev.	Description	Date	By
A	Wireless Deployment Overview	09/08/10	SMB

**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 9/8/2010 (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

Print Name Craig Lerman Date: 9-8-2010

Subscribed and sworn before me  
this \_\_\_ day of \_\_\_, 2\_\_\_, \_\_\_\_\_ (Affiant)

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.**

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

City Clerk File No. Res. 10-639

Agenda No. 10.7.7

Approved: SEP 15 2010



**TITLE: RESOLUTION AMENDING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH MEDINA CONSULTANTS, P.C. NOW KNOWN AS T.Y. LIN INTERNATIONAL FOR THE DESIGN AND PREPARATION OF CONSTRUCTION PLANS AND SPECIFICATIONS FOR NEWARK AVENUE ROADWAY IMPROVEMENTS PHASE 3 PROJECT NO. 09-006, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION**

COUNCIL AS A WHOLE  
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

**WHEREAS**, the Municipal Council of the City of Jersey City (City) at its June 17, 2009 meeting did authorize the award of a professional engineering services contract to Medina Consultants, P.C. now known as T.Y. Lin International ("TYLI") for the design and preparation of plans and specifications for Newark Avenue Roadway Improvements Phase 3 Project No. 09-006 in the amount of \$ 129,000.00 (Resolution No. 09-455); and

**WHEREAS**, the Municipal Council of the City at its September 9, 2009 meeting did authorize amending the professional engineering services contract with TYLI for additional design at the Consolidated Fire House at Newark Avenue and Merseles Street and additional survey of underground vaults and oil storage tanks in the amount of \$14,000.00 (Resolution No. 09-758) ; and

**WHEREAS**, the Federal Highway Administration (FHWA) and the New Jersey Department of Transportation Bureau of Local Aid (NJDOT) notified the City that streetscape improvement work on side streets along Newark Avenue and at the Consolidated Firehouse would not be eligible for funding under the American Recovery and Reinvestment Act (ARRA) Grant for the Newark Avenue Roadway Improvements, Phase 3 Project; and

**WHEREAS**, the City directed TYLI to create two (2) separate projects, one for the Newark Avenue Roadway Improvements Project No. 09-006 funded by the ARRA Grant and another for Newark Avenue Roadway Improvements, Phase 3, Additional Side Street Work Project No. 09-006X funded by NJDOT Local Aid and City Capital Funds; and

**WHEREAS**, the additional design work is beyond the scope of the original contract; and

**WHEREAS**, TYLI submitted a revised proposal dated March 15, 2010 to perform the extra design work for an amount not to exceed \$11,600.00; and

**WHEREAS**, in accordance with the New Jersey Local Unit Pay to Play Law, N.J.S.A. 19:44A-20.4 et.seq., the City, in March 2009, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

**WHEREAS**, Medina Consultants, P.C. now known as T.Y. Lin International (TYLI) submitted a Qualification Statement in response to the City RFQ ; and

**WHEREAS**, TYLI submitted a new Qualification Statement dated April 27, 2010 to reflect the new company; and

**WHEREAS**, TYLI is a pre-qualified engineering firm to provide technical and civil engineering assistance to support engineering functions such as design and construction management ; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 19:40A:11-1 et.seq.; and

**WHEREAS**, the resolution amending the contract must be available for public inspection; and

**WHEREAS**, this contract was awarded pursuant to the fair and open process of the Pay-To-Play Law N.J.S.A. 19:44A-20.4 et.seq.; and

City Clerk File No. Res. 10-639

Agenda No. 10.Z.7

TITLE: SEP 15 2010

**RESOLUTION AMENDING A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH MEDINA CONSULTANTS, P.C. NOW KNOWN AS T.Y.LIN INTERNATIONAL FOR THE DESIGN AND PREPARATION OF CONSTRUCTION PLANS AND SPECIFICATIONS FOR NEWARK AVENUE ROADWAY IMPROVEMENTS PHASE 3 PROJECT NO. 09-006, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION**

WHEREAS, TYLI 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, it has become necessary to amend the existing contract to include the additional design work; and

WHEREAS, the additional amount to be encumbered for this amendment shall not exceed Eleven Thousand Six Hundred Dollars and No Cents (\$11,600.00) bringing the overall base contract amount to One Hundred Fifty Four Thousand Six Hundred Dollars and No Cents (\$154,600.00); and

WHEREAS, funds are available for this expenditure from

Acct # 04-215-55-842-990 P.O. #L \$ 11,600.00

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

- 1a. The agreement with TYLI is amended to increase the fee by an additional \$11,600.00;
- b. All other terms and conditions of the agreement shall remain in effect with the exception that the term of the contract shall be extended to September 1, 2010; and
- 2. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption. N.J.S.A. 40A:11-1 et. seq.

I Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Acct # 04-215-55-842-990 P.O. # L- \$11,600.00

Approved: [Signature] 9/15/10 Approved: [Signature]  
 Chuck F. Lee, P.E., City Engineer Rodney Hadley, DPW Director

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 BUSINESS ADMINISTRATOR CORPORATION COUNSEL

Certification Required   
 Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/15/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP	✓			FLOOD			ABSENT
LOPEZ	✓			RICHARDSON	✓			BRENNAN, 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] Peter M. Brennan, President of Council  
[Signature] Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Resolution Agreement:**

Resolution amending a Professional Engineering Services Contract with Medina Consultants, P.C., now known as T.Y.LIN International ("TYLI") for the Design and Preparation of Construction Plans and Specifications for Newark Avenue Roadway Improvements Phase 3 Project No. 09-006, for the Department of Public Works Division of Engineering, Traffic and Transportation.

**2. Name and Title of Person Initiating the Resolution:**

John Mucha, P.E., Supervising Engineer

**3. Concise Description of the Program, Project or Plan Proposed in the Resolution:**

Amend a professional engineering services contract with TYLI to create two (2) separate projects one for the Newark Avenue Roadway Improvements Project No. 09-006 funded by the ARRA Grant and the other for the Newark Avenue Roadway Improvements, Phase 3, Additional Side Street Work Project No. 09-006X funded by NJDOT Local Aid and City Capital Funds.

For both projects, TYLI will Design and Prepare Construction Plans and Specifications for streetscape improvements from Coles Street to Summit Avenue which will consist of charcoal gray curb and sidewalk, handicapped curb ramps with detectable warning surface, reconstruction of basement and coal storage vaults under the sidewalk as required, decorative street lights, replacement and / or resetting of catch basin, water valve box and manhole castings, milling and resurfacing of the roadway, new traffic striping and signs, polymer-resin imprinted crosswalks, video image detectors, planting of new trees in concrete planters and traditional tree pits, decorative benches and decorative trash receptacles. Additional improvements under the additional side street project include improvements around the Consolidated Firehouse at the southwest corner of Newark Avenue and Merseles Street.

**4. Reasons (Need) the Proposed Program, Project, etc:**

Newark Avenue is currently in poor condition with deteriorating curbs, sidewalks, asphalt pavement, traffic striping and a lack of traffic signs. In addition, the area surrounding the firehouse at Newark Avenue and Merseles Street is in a poor condition.

**5. Anticipated Benefits to the Community:**

Newark Avenue Roadway Improvement Project will improve pedestrian and vehicular traffic flow and safety, decrease air pollution, improve aesthetics and encourage shopping and future redevelopment.

**6. Cost of Proposed, Program or Purchase: (If equipment purchase, What does it Replace: How will the Program or Purchase be Funded)**

Funding Sources

\$4,311,708.00	American Recovery and Reinvestment Act Grant for Construction
\$1,020,000.00	NJDOT Local Aid ATP 2010 Grant
\$2,422,000.00	Newark Avenue Streetscape Capital Account
\$ 154,600.00	TYLI Professional Engineering Services Contract
	For Design (City Funds: Operating Budget)(An increase of \$11,600.00)

Construction Cost

Project No. 09-006	\$3,169,067.80
Project No. 09-006X	<u>\$1,185,761.52</u>
Total	\$4,354,829.32 + Pending PSE&G Decorative street light Contracts

**7. Date Proposed Program or Project will Commence:**

Final Plans and Specifications for both projects have been completed. Public bids were received on May 6, 2010. A contract was awarded to JOGI Construction, Inc. for Project No. 09-006X on the June 23, 2010 Council Meeting. A Contract was awarded to Joseph. M. Sanzari, Inc. for Project No. 09-006 on the July 14, 2010 Council Meeting.

Construction for both projects to start in September 2010.

**RESOLUTION FACT SHEET**

8. **Anticipated Completion Date:**

Construction to be completed in Spring 2011

9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**

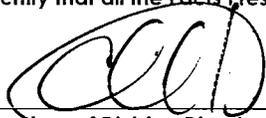
John Mucha, P.E.  
NAME

(201) 547-4757  
PHONE

\_\_\_\_\_  
EVENING

10. **Additional Comments:**

I certify that all the Facts Presented Herein are Accurate.



\_\_\_\_\_  
Signature of Division Director

7/15/10  
Date



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

7/16/10  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** T.Y. LIN INTERNATIONAL  
**Trade Name:**  
**Address:** 1 EDGEVIEW DRIVE  
HACKETTSTOWN, NJ 07840  
**Certificate Number:** 0843756  
**Effective Date:** January 01, 1978  
**Date of Issuance:** July 19, 2010

**For Office Use Only:**

20100719151010527

**TYLIN** INTERNATIONAL | MEDINA

engineers | planners | scientists

April 1, 2010

Bill Goble, PE  
Municipal Engineer  
Jersey City Division of Engineering  
575 Route 440  
Jersey City, NJ 07305

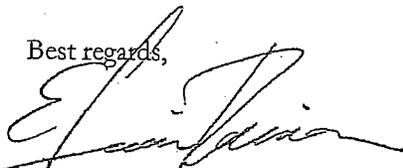
Re: Prequalification for T.Y. Lin International, formerly Medina Consultants

Dear Mr. Goble:

We are writing to inform you that as of April 1, 2010 Medina Consultants has been acquired by T.Y. Lin International and accordingly, we are updating our prequalification information. We are retaining all offices and staff and will continue to meet the needs of the Jersey City as outlined in our original submission. In order to assist in changing the name, we have enclosed our entire prequalification package with updated company information.

Should you require any additional information, please do not hesitate to contact me at 973.286.2891 or Karen Wenschhof at 908.850.3366. I look forward to our continued success with one another.

Best regards,



Edwin Reimon  
Associate Vice President  
Branch Manager - Newark

*An Affirmative Action / Equal Opportunity Employer M/F/D/V*

April 27, 2010

Attn: Mr. Peter Folgado  
Director of Purchasing  
Department of Administration, Division of Purchasing  
1 Journal Square Plaza  
Jersey City, NJ 07306

Dear Mr. Folgado:

The undersigned as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the City of Jersey City (City), dated March 2009, in connection with the City's need for General Civil Engineering Services.

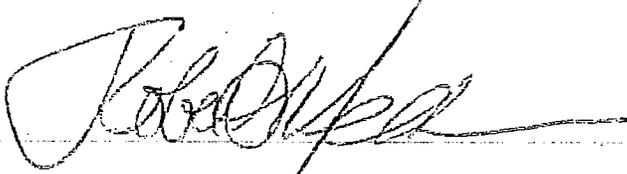
**T.Y. Lin International** HEREBY STATES

1. The Qualification Statement contains accurate, factual and complete information.
2. **T.Y. Lin International** agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. **T.Y. Lin International** acknowledges that all costs incurred by it in connection with the preparation and submission of the Qualification Statement and any Qualifications Statement prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **T.Y. Lin International** hereby declares that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. **T.Y. Lin International** declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. **T.Y. Lin International** acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

Attn: Mr. Peter Folgado  
Director of Purchasing  
April 27, 2010  
Page 2

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7. **T.Y. Lin International** acknowledges that any contract executed with respect to the provision of General Civil Engineering Services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.



\_\_\_\_\_  
(Signature of Chief Executive Officer)

Robert Medina – Senior Vice President, East District Director  
(Typed Name and Title)

T.Y. Lin International  
(Typed Name of Firm)\*

April 27, 2010  
Dated

\*If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Intent.

**TYLIN INTERNATIONAL | MEDINA**

engineers | planners | scientists

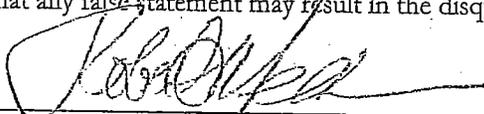
April 14, 2010

Attn: Mr. Bill Goble, PE  
Municipal Engineer  
Jersey City Division of Engineering  
575 Route 440  
Jersey City, NJ 07305

Dear Mr. Goble:

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Jersey City (City), originally dated March 2009, in connection with the City's need for General Civil Engineering Services.

I affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of my knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of T.Y. Lin International | Medina.



(Signature of Chief Executive Officer)

Robert Medina – Senior VP, East District Director  
(Typed Name and Title)

T.Y. Lin International | Medina  
(Typed Name of Firm)\*

April 14, 2010  
Dated



(Signature of Chief Financial Officer)

Robert Medina – Senior VP, East District Director  
(Typed Name and Title)

T.Y. Lin International | Medina  
(Typed Name of Firm)\*

April 14, 2010  
Dated

\*If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Qualification.

*An Affirmative Action / Equal Opportunity Employer M/F/D/V*

# State of New Jersey

Division of Consumer Affairs

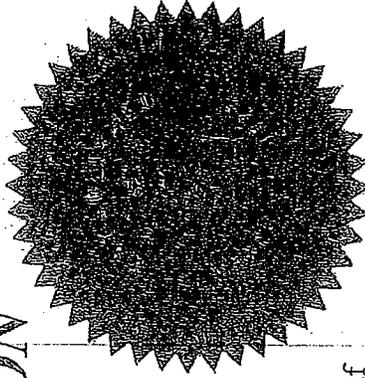
State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

T.Y. LIN INTERNATIONAL  
2 HARRISON ST., STE. 500  
San Francisco CA 94105

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

## CERTIFICATE OF AUTHORIZATION



to offer the following services

09/01/2008 08/31/2010

*Engineering & Land Surveying*

Wayne David Goodyear

Person in Responsible Charge

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certprt.pdf>

Date: March 10, 2010  
Certificate No. 24GA27976000  
Expiration: 08/31/2010

Executive Director

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that T.Y. Lin International (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding April 13, 2010 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract T.Y. Lin International (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: T.Y. Lin International

Signed [Signature] Title: Senior Vice President, East District Director

Print Name Robert Medina Date: April 2, 2009

Subscribed and sworn before me this 2nd day of April 2010 [Signature] (Affiant)

My Commission expires: \_\_\_\_\_ Robert Medina, Senior Vice President, East District Director  
(Print name & title of affiant) (Corporate Seal)

**KAREN J. WENSCHOF**  
I.D. # 2368391  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/31/2012

\*\*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.

City Clerk File No. Ord. 08-128

Agenda No. INITIATIVE PETITION 1st Reading

Agenda No. 4.A. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-128

**TITLE:**

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City  
(CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

**DEFINITIONS**

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or infeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

#### SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (c) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

- (h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

#### SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

#### SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

#### SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

- (j) Prior to awarding any contract or agreement to procure Professional Services" or Extraordinary Unspecified Services" from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

#### SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

#### SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 *et seq.*

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

#### SECTION 7 - PENALTY

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

#### SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

#### SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307  
Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302  
Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302  
Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302  
Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

#### SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

**SECTION 11 - INDEXING**

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

**SECTION 12 - EFFECTIVE DATE**

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

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

APPROVED: 

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

Business Administrator

Certification Required

Not Required

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

ORDINANCE NO. Ord. 08-128

TITLE: 4.A.

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (Contractor Pay- to- Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION											
				N/A							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote  
 JAMES F. WADDLETON    AARON MORRILL    JAMES CARROLL N.V.-Not Voting (Abstain)  
 BRET SCHUNDLER    RAYLIE VUNKEL    SEBASTIAN BERNHEIM  
 STEVE DAVISON    TOM GIBBONS    HEATHER TAYLOR  
 TOM WILEN    SHELLEY SKINNER    DANIEL LEVIN

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
SOTTOLANO / SPINELLO				SEP 03 2008				9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote  
 DAN FALCON    YVONNE BALCER  
 ANTHONY AORELLI  
 ANDREW HUBSCH  
 MAHALEY BOWLES

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

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

RECORD OF FINAL COUNCIL VOTE											
				SEP 03 2008				9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

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

Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on

SEP 03 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 03 2008

APPROVED:

*Mariano Vega*  
 Mariano Vega, Jr., Council President

Date: SEP 03 2008

*Robert Byrne*  
 Robert Byrne, City Clerk

APPROVED:

*J. Healy*  
 Jeremiah T. Healy, Mayor

Date: SEP 05 2008

\*Amendment(s):

Date to Mayor SEP 04 2008

Registration Date: 06/09/2010  
Expiration Date: 06/08/2011



# 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:

# 2010 In International

**Responsible Representative(s):**

- Joseph Messina, Vice-President
- Wassim Nader, Vice-President
- James Steere, Vice-President
- Robert Medina, Vice-President
- Chandu Bhoraniya, Director

**Responsible Representative(s):**

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LET'S THINK WIRELESS, LLC  
**Trade Name:**  
**Address:** 30 CHAPIN RD UNIT 1209  
PINE BROOK, NJ 07056  
**Certificate Number:** 1058043  
**Effective Date:** April 30, 2004  
**Date of Issuance:** August 14, 2009

**For Office Use Only:**  
20090814111438243

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

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

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

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

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

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

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

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

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

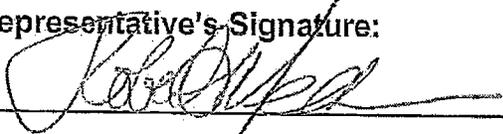
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**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): Robert Medina, Senior Vice President  
East District Director

Representative's Signature:

  
\_\_\_\_\_

Name of Company:

T.Y. Lin International

Tel. No.: 908-850-3366 Date: April 13, 2010

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

Senior Vice President

The contractor and the East District Director of T.Y. Lin International (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. S121 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.

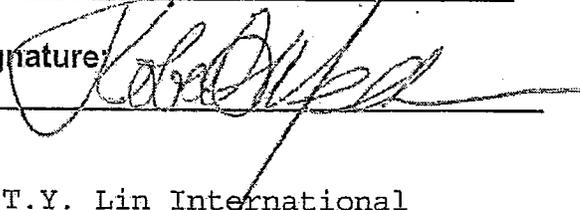
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**Representative's Name/Title**

Print): Robert Medina, Senior Vice President, East District Director

**Representative's Signature**



**Name of Company:**

T.Y. Lin International

**Tel. No.:** 908-850-3366

**Date:** April 13, 2010

**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 qualification statement.

Business Name: T.Y. Lin International

Address: One Edgeview Drive

Telephone No.: 908-850-3366

Contact Name: Robert Medina

Please check applicable category:

- |   |   |
|---|---|
| <input type="checkbox"/> Minority Owned | <input type="checkbox"/> Minority & Woman Owned |
| <input type="checkbox"/> Woman Owned    | <input checked="" type="checkbox"/> Neither     |

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**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.

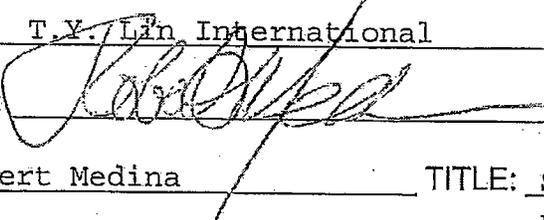
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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: T.Y. Lin International

SIGNATURE:  DATE: April 2, 2009

PRINT  
NAME: Robert Medina TITLE: Senior Vice President  
East District Director

10/01/08

Taxpayer Identification# 363-262-349/000

Dear Business Representative:

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

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

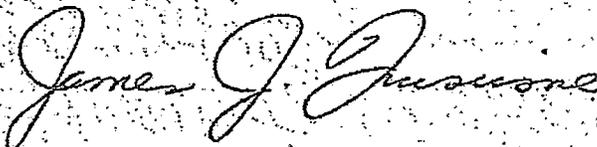
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
T.Y. LIN INTERNATIONAL

ADDRESS:  
301 POPLARWOOD CT #127  
RALEIGH NC 27604

EFFECTIVE DATE:

01/01/78

TRADE NAME:

SEQUENCE NUMBER:

0843756

ISSUANCE DATE:

10/01/08



Director  
New Jersey Division of Revenue

APPENDIX A:

City of Jersey City - Division of Engineering  
RFQ - General Civil Engineering Services 2009-2011

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that T.Y. Lin International (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding April 13, 2010 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract T.Y. Lin International (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: T.Y. Lin International

Signed [Signature] Title: Senior Vice President, East District Director

Print Name Robert Medina Date: April 2, 2009

Subscribed and sworn before me this 2nd day of April 2009 [Signature] (Affiant)

My Commission expires: Robert Medina, Senior Vice President, East District Director  
(Print name & title of affiant) (Corporate Seal)

**KAREN J. WENSCHHOF**  
I.D. # 2368391  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/31/2012

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

Certification 9382

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2008 to 15-NOV-2011



T. Y. LIN INTERNATIONAL  
ONE EDGEVIEW DRIVE  
HACKETTSTOWN NJ 07840

Andrew P. Sidamon-Eristoff  
State Treasurer