

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

City Clerk File No. \_\_\_\_\_ Res. 10-108 \_\_\_\_\_

Agenda No. \_\_\_\_\_ 10.A \_\_\_\_\_

Approved: \_\_\_\_\_ FEB 24 2010 \_\_\_\_\_

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

**COUNCIL**

**offered and moved**

**adoption of the following resolution:**

WHEREAS, it is necessary to provide an additional appropriation in the Fiscal Year 2010 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 2010 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 2010 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$446,148,332 .

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
20-123 MUNICIPAL COUNCIL OE	44,000	60,200
20-102 PURCHASING OE	28,500	43,500
20-150 TAX ASSESSOR OE	76,175	101,175
28-375 PARK MAINTENANCE OE	407,075	408,075
26-291 BUILDING & STREET MAINTENANCE OE	946,675	1,041,675
26-315 AUTOMOTIVE SERVICES OE	1,908,425	2,016,425
23-210 INSURANCE-ALL DEPTS.	4,347,625	5,347,625
25-260 AMBULANCE SERVICE	2,644,000	3,540,320
31-430 ELECTRICITY	1,800,000	2,600,000
31-431 MUNICIPAL STREET LIGHTING	1,806,250	2,606,250
26-305 JERSEY CITY INCINERATOR AUTHORITY	20,000,000	22,000,000
SENIORS FARMERS MARKET	3,000	6,000
SENIOR NUTRITION	57,823	1,374,698

TITLE: **FEB 24 2010**

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION**

2. Said emergency temporary appropriation will be provided for in the Fiscal Year 2010 Municipal Budget.

APPROVED: *Norma Mayer, CAO*

APPROVED AS TO LEGAL FORM

APPROVED: *B. O'Keilly*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED 8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP		✓		FLOOD	✓		
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 Byrnes*  
Robert Byrnes, City Clerk

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

City Clerk File No. Res. 10-109

Agenda No. 10.B

Approved: FEB 24 2010



**TITLE:**  
**RESOLUTION AUTHORIZING THE EXECUTION OF A SPACE PERMIT WITH THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ALLOWING THE CITY OF JERSEY CITY TO PLACE A SIGN ON A PEDESTRIAN BRIDGE LOCATED NEAR THE NEW JERSEY EXIT LANES OF THE HOLLAND TUNNEL**

**WHEREAS**, the Port Authority of New York and New Jersey (Port Authority) operates the Holland Tunnel in Jersey City; and

**WHEREAS**, the Port Authority owns a pedestrian bridge which crosses over the New Jersey exit lanes of the Holland Tunnel; and

**WHEREAS**, the Port Authority agrees to grant permission to the City of Jersey City (City) to install a sign on the east side of the pedestrian bridge which will state, "Welcome to Jersey City;" and

**WHEREAS**, the term of the permit to use the space commenced on February 15, 2009 and will continue through February 14, 2019 subject to the Port Authority's and the City's right to cancel the Space Permit without cause by providing thirty (30) days' written notice; and

**WHEREAS**, the City Council passed Resolution No. 09-102 on February 11, 2009 authorizing such execution of a space permit; and

**WHEREAS**, the Port Authority has requested that the Resolution be modified to include the following language; and

**WHEREAS**, the Port Authority of New York and New Jersey agrees to install, maintain and remove at its sole cost and expense the Jersey City Sign on the east side of the pedestrian bridge which will state, "Welcome to Jersey City, NJ," subject to the approval of the Corporation Counsel; and

**WHEREAS**, the space permit between the City and the Port Authority is authorized pursuant to N.J.S.A. 40A:11-5(2) and N.J.S.A. 32:1-35.57.

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

1. The Mayor or Business Administrator is authorized to execute the attached Space Permit agreement authorizing the City to install a sign as shown on the attached Exhibit A on the east side of the Port Authority's pedestrian bridge over the exit lanes of the Holland Tunnel; and
2. The term of the Space Permit agreement became effective February 15, 2009 and will continue until February 14, 2019 subject to the Port Authority's and the City's right to cancel the agreement without cause by providing thirty (30) days' written notice.

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

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keefe  
 Business Administrator

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

Certification Required

Not Required

APPROVED 9-0  
 2/24/10

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	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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. 09-102  
 Agenda No. 10.Z.4  
 Approved: FEB 11 2009  
 TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A SPACE PERMIT WITH THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ALLOWING THE CITY OF JERSEY CITY TO PLACE A SIGN ON A PEDESTRIAN BRIDGE LOCATED NEAR THE NEW JERSEY EXIT LANES OF THE HOLLAND TUNNEL**

**WHEREAS**, the Port Authority of New York and New Jersey (Port Authority) operates the Holland Tunnel in Jersey City; and

**WHEREAS**, the Port Authority owns a pedestrian bridge which crosses over the New Jersey exit lanes of the Holland Tunnel; and

**WHEREAS**, the Port Authority agrees to grant permission to the City of Jersey City (City) to install a sign on the east side of the pedestrian bridge which will state, "Welcome to Jersey City;" and

**WHEREAS**, the term of the permit to use the space shall commence on February 15, 2009 and continue through February 14, 2019 subject to the Port Authority's and the City's right to cancel the Space Permit without cause by providing thirty (30) days' written notice; and

**WHEREAS**, the City will be permitted to use the space at no cost; and

**WHEREAS**, the space permit between the City and the Port Authority is authorized pursuant to N.J.S.A. 40A:11-5(2) and N.J.S.A. 32:1-35.57.

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

1. The Mayor or Business Administrator is authorized to execute the attached Space Permit agreement authorizing the City to install a sign as shown on the attached Exhibit A on the east side of the Port Authority's pedestrian bridge over the exit lanes of the Holland Tunnel; and
2. The term of the Space Permit agreement shall be effective February 15, 2009 and continue until February 14, 2019 subject to the Port Authority's and the City's right to cancel the agreement without cause by providing thirty (30) days' written notice.

RR/cw

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

APPROVED: B. O'Reilly  
 Business Administrator

Raymond Reddy  
 Asst. Corporation Counsel

2008343

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/11/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	ABSENT			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Mariano Vega, Jr.  
 Mariano Vega, Jr., President of Council

Robert Byrne  
 Robert Byrne, City Clerk

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY  
225 Park Avenue South  
New York, NY 10003

THE HOLLAND TUNNEL

**SPACE PERMIT**

The Port Authority of New York and New Jersey (herein called the "*Port Authority*") hereby grants to the Permittee hereinafter named permission to use and occupy the following described space at the Holland Tunnel, Jersey City, New Jersey (hereinafter referred to as the "*Space*") for the purposes hereinafter specified and purposes incidental thereto in accordance with the Terms and Conditions hereof; and said Permittee agrees to perform all obligations imposed upon it in said Terms and Conditions.

1. PERMITTEE: The City of Jersey City, a municipality of the State of New Jersey
2. PERMITTEE'S REPRESENTATIVE: Mr. Jerramiah Healy
3. SPACE: That portion of approximately 200 square feet on the east face of the pedestrian bridge identified in red on the exhibit attached hereto, hereby made a part hereof and marked "Exhibit A" on which the Sign, as defined in Section 2 of the Terms and Conditions, shall be installed.
4. PURPOSES: The installation of the Sign.
5. FEES: None
6. EXPIRATION DATE: February 14, 2019, or when sooner revoked or terminated as provided in the Permit.
7. ENDORSEMENTS ANNEXED AT TIME OF ISSUANCE: 5.0, 8.0, 11.1, 15.1, 16.2, 17.1 and 18.1

Dated: As of February 15, 2009

THE PORT AUTHORITY OF  
NEW YORK AND NEW JERSEY

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

Printed Name: \_\_\_\_\_

(Title) \_\_\_\_\_

THE CITY OF JERSEY CITY

(Permittee)

By: B. O'Reilly

Printed Name: Brian O'Reilly

(Title) BUSINESS ADMINISTRATOR

R. R.  
Assistant Corporation Counsel

## TERMS AND CONDITIONS

### 1. Period of Permission:

The permission hereby granted shall take effect upon February 15, 2009 (the "*Effective Date*"). Notwithstanding any other term or condition thereof, it may be revoked without cause, upon thirty (30) days' written notice, by the Port Authority or terminated without cause, upon thirty (30) days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four (24) hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

### 2. Definitions:

As used herein:

(a) The term "*Executive Director*" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives;

(b) The terms "*General Manager of the Facility*" or "*Facility Manager*" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Facility Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the General Manager (or Acting General Manager) of the Holland Tunnel for the time being or by his duly designated representatives.

(c) The term "*Sign*" shall mean a sign owned and provided by the Permittee approximately 6 feet high at its center and 39 feet wide as the same shall have been approved by the Port Authority.

### 3. Installation, Maintenance and Removal of the Sign:

The Port Authority shall install, maintain and remove the sign at its sole cost and expense (collectively the "*Work*"). The Permittee shall notify the Facility Manager two weeks prior to the delivery of the Sign to the Port Authority and the Permittee shall deliver the Sign to the Facility at such time and location as shall be designated by the Facility Manger.

### 4. No Transfer of Permit or Sign:

The Permittee shall not, without the written approval of the Port Authority, assign or transfer this Permit or any of the rights granted hereby, or transfer its ownership of the Sign or

## TERMS AND CONDITIONS

enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Port Authority.

### 5. Conduct of Operations:

The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Facility Manager covering the operations of the Permittee under the Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder.

### 6. Hold Harmless and Indemnity:

(a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including in-house legal expenses incurred in connection with the defense of) all claims and demands of third persons, whether just or unjust, fraudulent or not, including but not limited to claims and demands for death or personal injuries (including death), or for property damages, arising out of the performance of any Work, the Sign, any default of the Permittee in performing or observing any term or provision of this Permit, or out of the use and occupancy of the Space by the Permittee, or out of any of the operations, acts or omissions of the Permittee, its officers and employees or of others on the Space or the Facility with the Permittee's consent.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

### 7. Condition of Space:

The Permittee shall accept the Space in its present condition. The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs in the Space except with the written approval of the Port Authority.

### 8. Personal Property of Permittee:

The Sign and all related appurtenances shall remain the property of the Permittee and the Sign will be removed by the Port Authority upon the expiration of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

## TERMS AND CONDITIONS

### 9. Permittee's Representative

The Permittee's representative, hereinbefore specified, (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit and any things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof and to give and receive notices hereunder.

### 10. Notices:

A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at City Hall, 280 Grove Street, Jersey City, NJ 07302 or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

### 11. Endorsements:

The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

### 12. No Waiver:

No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term, covenant or condition of the Permit shall affect or alter the Permit but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other existing or subsequent breach or default thereof.

### 13. No Gifts, Gratuities, Offers of Employment:

## TERMS AND CONDITIONS

(a) During the term of the this Permit, the Permittee shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, of duties involving transactions with the Permittee on behalf of the Port Authority, whether or not such duties are related to this Permit or any other Port Authority lease, contract or matter. Any such conduct shall be deemed a material breach of this Permit.

(b) As used herein "*anything of value*" shall include but not be limited to any (1) favors, such as meals, entertainment, transportation (other than that contemplated by this Permit or any other Port Authority lease or contract), etc. which might tend to obligate the Port Authority employee to the Permittee, and (2) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Permit or any other Port Authority lease or contract.

(c) In addition, during the term of this Permit, the Permittee shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated as of July 18, 1994 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

(d) The Permittee shall include the provisions of this Section 18 in each sublease, contract or subcontract entered into under and pursuant to the provisions of this Permit.

(e) The Permittee certifies that it has not made any offers or agreements, or given, or agreed to give anything of value (as defined in this Section 18) or taken any other action with respect to any Port Authority employee or former employee or immediate family members of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of July 18, 1994, nor does the Permittee have any knowledge of any act on the part of a Port Authority employee or former Port Authority employee relating either directly or indirectly to the Permittee which constitutes a breach of ethical standards set forth in said Code.

### 14. Miscellaneous

(a) This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

(b) The words "permission" and "privilege" are used interchangeably in this Permit.

(c) It is hereby acknowledged that the Space under this Permit constitutes non-residential real property.

#### TERMS AND CONDITIONS

15. This Permit, including the attached exhibits and endorsements, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

The Port Authority shall be under no obligation to furnish any services or utilities whatsoever at or on the Space.

STANDARD ENDORSEMENT NO. 5.0  
SERVICES  
All Installations  
4/4/77

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0

LATE CHARGES

All Facilities

7/30/82

The Port Authority, by its officers, employees, representatives, contractors, licensees, and their employees, shall have the right for the benefit of the Port Authority, or the Permittee and/or for the benefit of others than the Permittee to maintain existing and future heating, water, gas, electricity, sewerage, drainage, fire protection sprinkler, ventilating, refrigerating, fuel and communication systems and other such service systems, including all tubes, pipes, lines, mains, wires, conduits and equipment on or about the Space and to enter upon the Space at all reasonable times and to make such repairs, replacements and alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable, and, from time to time, to construct or install over, on, in or under the Space new tubes, pipes, lines, mains, wires, conduits and equipment, provided however, that the same shall be done so as to interfere as little as reasonably possible with the Permittee's operations.

Nothing contained in this Endorsement shall or shall be construed to impose upon the Port Authority any obligations so to maintain or to make repairs, replacements, alterations or additions or any liability for failure to do so.

STANDARD ENDORSEMENT NO. 11.1  
MAINTENANCE OF SERVICE FACILITIES  
All Facilities  
7/21/49

Whenever in this Permit, including all endorsements and exhibits thereto, the pronoun "it" or the adjective "its" may occur, referring to the Permittee, the said pronoun or adjective shall be deemed and taken to mean "it", "he", "him", "she", "her", "they", "them", or "its", "his", "her", "hers", "their", or "theirs", as the circumstances of the reference and the gender and number of the Permittee may require.

STANDARD ENDORSEMENT NO. 15.1

USE OF PERSONAL PRONOUN

All Facilities

7/21/49

(a) The Permittee shall observe and obey (and compel its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it to observe and obey) the Rules and Regulations of the Port Authority for the government of the conduct and operations of the Permittee, and such further reasonable rules and regulations (including amendments and supplements thereto) as may from time to time and throughout the effective period of this Permit be promulgated by the Port Authority for reasons of safety, health or preservation of property, or for the maintenance of the good and orderly appearance of the space and the Facility or for the safe or efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it will give notice to the Permittee of every such further rule or regulation adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

(b) No statement or provision in the said Rules and Regulations shall be deemed a representation or promise by the Port Authority that any services or privileges described therein shall be or remain available or that such charges, prices, rates or fees, if any, as are stated therein shall be or remain in effect all of the same being subject to change by the Port Authority from time to time whenever it deems a change advisable.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1

LAW COMPLIANCE

All Facilities

8/29/49

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

STANDARD ENDORSEMENT NO. 18.1

NO PERSONAL LIABILITY

All Facilities

06/01/50



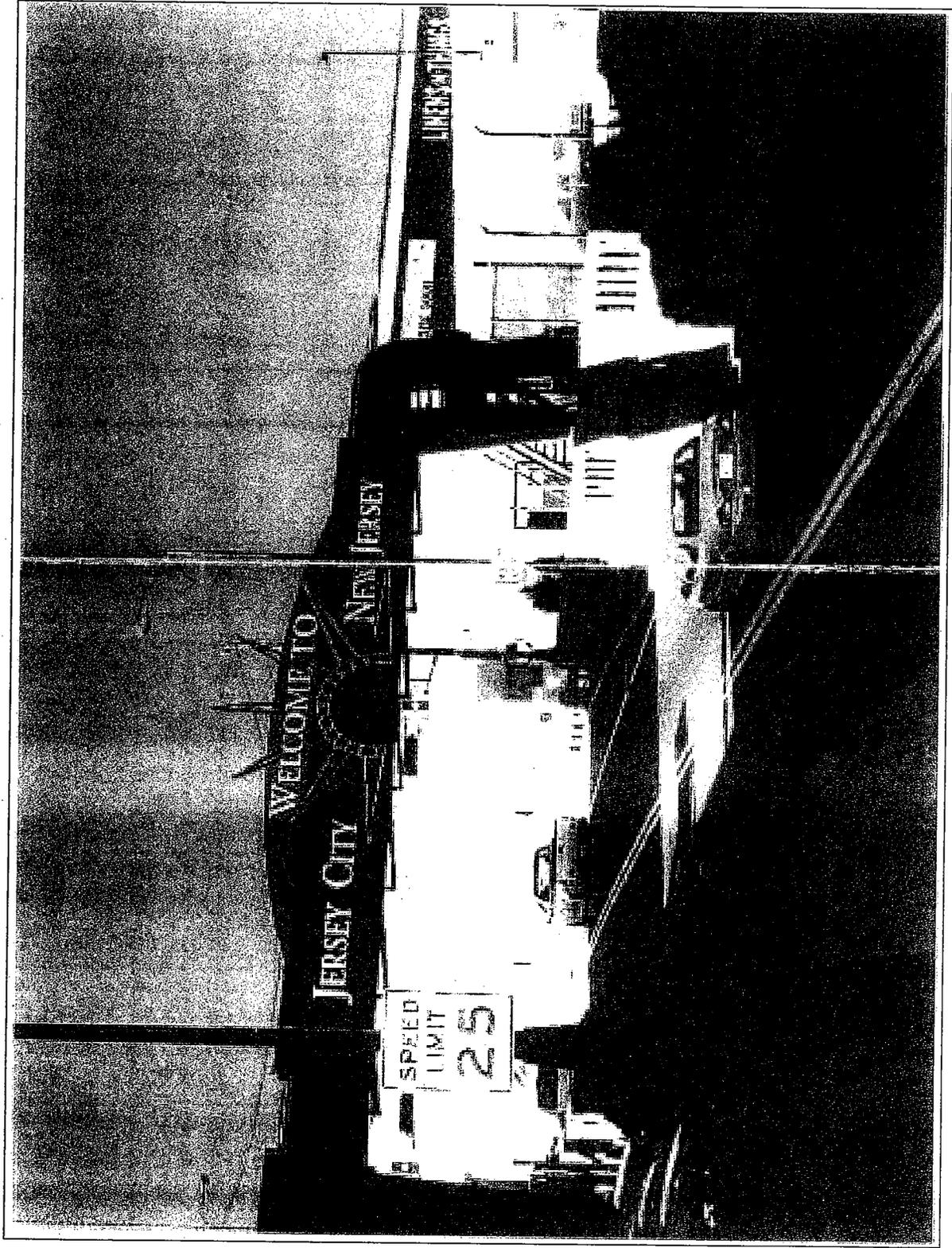


EXHIBIT A

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

City Clerk File No. Res. 10-110  
 Agenda No. 10.C  
 Approved: FEB 24 2010  
 TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH  
 THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC.  
 GRANTING PERMISSION TO ENTER ONTO THE CITY-OWNED  
 PROPERTY KNOWN AS RESERVOIR NO. 3 ALSO KNOWN AS  
 BLOCK 835, LOT S

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) owns real property known as Reservoir No. 3 also known as Block 835, Lot S (Property); and

WHEREAS, the Jersey City Reservoir Preservation Alliance, Inc. (Reservoir Alliance) is a private non-profit corporation of the State of New Jersey; and

WHEREAS, the Reservoir Alliance desires the City's permission to enter the Property for the purposes of providing public access to the Property for the public benefit and enjoyment; and

WHEREAS, the Reservoir Alliance agrees to execute the license agreement attached hereto.

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

- 1) the Reservoir Alliance and its guests or invitees are authorized to enter onto the Property for the purpose of performing the activities described in the license agreement attached hereto; and
- 2) subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the license agreement attached hereto; and
- 3) the term of this license agreement shall be from March 6, 2010 through December 31, 2010.

RR  
2-17-10

APPROVED: B. O'Keilly APPROVED AS TO LEGAL FORM  
 Business Administrator Corporation Counsel

2010010

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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

## 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 the Jersey City Reservoir Preservation Alliance, Inc., a private nonprofit corporation (hereinafter referred to as "Licensee" or "Reservoir Alliance"), having offices at 921 Bergen Avenue, Jersey City, New Jersey 07306 c/o Irwin M. Rosen, Esq. By this agreement the City grants permission ("License") to the Licensee to enter onto property owned by the City known as Reservoir No.3 and designated on the City's tax map as Lot S in Block 835 (hereinafter referred to as the "Premises").

Licensee, and/or its guests and invitees, are permitted to enter the Premises for the purpose of providing public access to the Premises as described in this License Agreement and subject to the terms and conditions of this Agreement set forth below.

1. The term of this License Agreement is as follows:

From March 6, 2010 through October 31, 2010 ("License Public Use Term"), Licensee shall be permitted to use the Premises during daylight hours as follows: (i) on any two (2) days during the week for public access to the Premises; (ii) on weekdays for supervised tours; and (iii) every day to Reservoir Alliance board members for the purpose of maintenance and monitoring of the premises. The Licensee shall be permitted to use the Premises for special events provided Licensee notifies the City Risk Manager at least seven (7) days prior to the date of the special event and obtains the written approval of the Risk Manager to conduct the special event.

From October 31, 2010 through December 31, 2010 ("License Maintenance Use Term"), Licensee, its volunteers and City personnel shall be permitted to use the Premises during daylight hours every day for the purpose of maintenance, repairs, tours, and monitoring of the premises.

2. The Licensee shall be permitted to use the Premises during the License Public Use Term for the following activities:

- (a) educational tours and programs;
- (b) recreational programs;
- (c) light maintenance work;
- (d) fishing events provided they are co-sponsored by the City's Division of Recreation; and
- (e) water based recreation (kayaking).

3. All public use activities listed in par. 2 above, will be under the direct supervision of the Reservoir Alliance.

4. Licensee shall conduct the activities listed in par. 2 above, for public benefit and enjoyment.

5. Licensee may conduct the activities listed in par. 2 above in cooperation with the City of Jersey City, its departments and agencies, partnering institutions, organizations and community groups.

6. Licensee's use of the Premises shall be subject to the following:

(a) The Reservoir Alliance shall require all individuals who enter the Premises to sign a release and waiver holding the City harmless from liability for injuries or damages to persons or personal property. The hold harmless release and waiver shall be in the form of Exhibit "A" attached hereto. Any individual who refuses to sign the hold harmless agreement shall be prohibited from entering the Premises.

(b) Licensee shall obtain liability insurance and such other types of insurance as deemed necessary by the City's Risk Manager. The amount of the liability insurance shall be \$5,000,000.00. The amounts of other insurance coverages shall be determined by the City's Risk Manager.

(c) Prior to the beginning of the License Public Use Term, the Reservoir Alliance shall provide the City with a list of its current officers and directors.

(d) Licensee shall clean the Premises prior to the start of all special events and at the conclusion of all special events.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. The Licensee 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 \$5,000,000.00. 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 Business Administrator as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

15. 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.

16. 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.

17. 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.

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

Licensor:	Business Administrator	Licensee: Cynthia A. Hadjiyannis, Esq.
	City of Jersey City	Jersey City Reservoir
	280 Grove Street	Preservation Alliance, Inc.
	Jersey City, NJ 07302	P.O. Box 7833
		Jersey City, NJ 07307-0 833

19. 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.

20. 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.

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

22. This Agreement shall be renewable for subsequent License Terms, upon approval of the City Council.

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

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

Jersey City Reservoir Preservation  
Alliance, Inc.(Licensee)

City of Jersey City  
(Licensor)

By: \_\_\_\_\_  
Steve Latham, President

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

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

By: \_\_\_\_\_  
Brian O'Reilly  
Business Administrator

RR  
2-16-10

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

City Clerk File No. Res. 10-111

Agenda No. 10.D

Approved: FEB 24 2010



TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH URS CORPORATION TO ENTER ONTO CITY PROPERTY WHICH IS A PAPER STREET KNOWN AS BROWN PLACE EAST OF PRINCETON AVENUE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Brown Place east of Princeton Avenue (Property) is a City of Jersey City (City) paper street that is vacant land and is located between 230 Princeton Avenue and 236 Princeton Avenue; and

WHEREAS, URS Corporation (URS) is a contractor of New Jersey Transit (NJT) and operates the Hudson Bergen Light Rail Transit System for NJT; and

WHEREAS, URS will be designing and constructing on New Jersey Transit property a new rail interlocking and siding facility (Project) on the Hudson Bergen Light Rail Transit System; and

WHEREAS, URS requests the City's permission to enter the Property for the purpose of accessing the Project site and for the purpose of setting up construction trailers on the Property; and

WHEREAS, URS agrees to execute the license agreement attached hereto to.

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

- 1) URS Corporation, 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; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the license agreement attached hereto; and
- 3) the term of this license agreement shall be for nine (9) months (1), effective as of March 1, 2010 and ending on November 30, 2010.

RR  
2-17-10

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

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keilly  
Business Administrator

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

Certification Required

Not Required

2010018

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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

## 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 URS Corporation (hereinafter referred to as "Licensee"), whose address is 20 Caven Point Avenue, Jersey City, New Jersey 07305-4604.

By this Agreement the City grants permission to the Licensee to enter onto City property which is a paper street known as Brown Place east of Princeton Avenue and is vacant land located between 230 Princeton Avenue and 236 Princeton Avenue (hereinafter referred to as the "premises"). Licensee is a contractor of New Jersey Transit and operates the Hudson Bergen Light Rail Transit System. Licensee will be designing and constructing on New Jersey Transit property a new rail interlocking and siding facility (Project). 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 nine (9) months effective as of March 1, 2010 and ending on November 30, 2010.
2. The Licensee shall be permitted to use the premises for the following activities:
  - (a) accessing the Project site; and
  - (b) setting up construction trailers.

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 agrees that prior to the expiration of this Agreement, Licensee shall provide the City with a formal development proposal for the premises, Licensee's Certificate of Incorporation, plans, a project budget, and a construction schedule. If this information is not provided prior to the expiration of the license term, the License Agreement may not be renewed.
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 on \_\_\_\_\_, 2010.

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

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

URS CORPORATION  
(Licensee)

CITY OF JERSEY CITY

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

By: \_\_\_\_\_  
Brian O'Reilly  
Business Administrator

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

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

RR  
2-17-10

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

City Clerk File No. \_\_\_\_\_ Res. 10-112

Agenda No. \_\_\_\_\_ 10.E

Approved: \_\_\_\_\_ FEB 24 2010

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH F & S TIRE CORPORATION TO FURNISH AND DELIVER AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 09-118 approved on February 25, 2009, awarded a one-year contract in the amount of \$464,668.70 to F & S Tire to furnish and deliver Automotive Tires for Department of Public Works/Division of Automotive Maintenance; and

**WHEREAS**, the bid specifications provided the City of Jersey City (City) with the option to renew the contract for one (1) additional year, with no price increase in the option year; and

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

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of February 26, 2010 and ending February 25, 2011; and

**WHEREAS**, because this contract was awarded as an open – end contract, the City is not obligated to order the maximum of the quantity stated for each item and because of budgetary constraints, the total amount of the contract shall not exceed the sum of \$200,000.00; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in Account No. 10-01-201-26-315-216.

**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 F & S Tire to furnish and deliver Automotive Tires with the City of Jersey City for Department of Public Works/Division of Automotive Maintenance.
- 2) The renewal contract is for a one-year period effective as February 26, 2010. The total cost of the contract shall not exceed \$200,000.00.
- 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 2010 fiscal year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget and in the subsequent fiscal year budget.
- 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. 10-112

Agenda No. 10.E

TITLE: FEB 24 2010

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH F & S TIRE CORPORATION TO FURNISH AND DELIVER AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 10-01-201-26-315-216 for payment of the above resolution.

Requisition # 0149300

Purchase Order # 99168

Temp.Encumbrancy \$10,000.00

RWH/sb  
February 1, 2010

APPROVED: *Robert W. Madley* APPROVED AS TO LEGAL FORM  
*Robert W. Madley, Director, Department of Public Works*

APPROVED: *B. D. Kelly* *[Signature]*  
Business Administrator Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
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/cooperative agreement:**

Resolution authorizing a renewal of a contract with F & S Tire to furnish and deliver Automotive Tires for the Department of Public Works, Division of Automotive Maintenance.

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

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

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

Resolution to furnish and deliver Automotive Tires for the Department of Public Works, Division of Automotive Maintenance.

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

To furnish and deliver Automotive Tires for the Department of Public Works, Division of Automotive Maintenance.

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

To furnish and deliver Automotive Tires for the Department of Public Works, Division of Automotive Maintenance to keep the City's fleet functional.

**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):**

The cost of this renewal is four hundred and sixty four thousand six hundred and sixty eight dollars and seventy cents (\$464,668.70).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

February 25, 2011.

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

Hector Ortiz, Director, Automotive Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Automotive Maintenance.

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

  
Signature of Department Director

  
Date

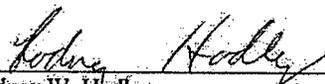
**CERTIFICATION OF RODNEY W. HADLEY**

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. The Department of Public Works, Division of Automotive is renewing a contract with F & S Tire to furnish and supply various Automotive Tires for the entire City's fleet.
3. The total funds requested for this purpose is \$464,668.70 with a temporary encumbrance of \$10,000.00.
4. The funds are available in Account No. 10-01-201-26-315-216.
5. 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 legal action to the fullest extent of the law.

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

2/2/2010

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

# CITY OF JERSEY CITY

<b>Requisition #</b>
0149300

<b>Assigned PO #</b>

**Vendor**  
F&S TIRE CORP., INC.  
58 BRUNSWICK AVENUE  
EDISON NJ 08817

**Requisition**  
**Dept. Bill To**  
AUTOMOTIVE  
575 ROUTE 440  
JERSEY CITY NJ 07305

**Dept. Ship To**  
575 ROUTE 440  
JERSEY CITY NJ 07305

FS220210

**Contact Info**  
HECTOR ORTIZ, DIRECTOR  
2015474423

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	RENEWAL FOR:	01-201-26-315-216	10,000.00	10,000.00

TO FURNISH AND DELIVER AUTOMOTIVE TIRES

\*\*\* EXERCISE OPTION TO RENEW CONTRACT FOR AN ADDITIONAL YEAR \*\*\*

DURATION OF CONTRACT : 02/28/10 TO 02/25/11

TOTAL CONTRACT AMOUNT : \$464,668.70  
TEMPORARY ENCUMBRANCY : \$10,000.00

C/O'S WILL BE SUBMITTED FROM TIME TO TIME UNTIL FULLY ENCUMBERED

ORIGINAL PO 95103  
RESOLUTION # 09-118, DATED 02/25/09  
AGENDA # 10.H

PARTIAL PAYMENT VOUCHERS

Requisition Total 10,000.00

Req. Date: 02/02/2010  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By: *Selendra Baijnauths* *RA*  
02/02/10

This is Not A Purchase Order

# F & S TIRE CORP., INC.

Mailing Address: P.O. Box 1352 • Edison, NJ 08818  
Main Office: 58 Brunswick Avenue • Edison, NJ 08817 • Tel. (732)287-8877 • Fax (732) 287-5286

January 15, 2010

City of Jersey City  
Department of Public Works  
575 Route 440  
Jersey City, NJ 07305

Attention: Hector Ortiz

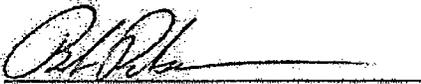
Re: 2<sup>nd</sup> year Option.

In reference to your letter dated January 12, 2009, please be advised that F&S Tire will accept the renewal of the contract for another year.

Attached please find a copy of the Business Registration and Certificate of Employee information.

Once again, thank you for your business.  
Any questions, please let me know.

Regards,



Bob Poulson  
Purchasing

Branches: 2510 Woodbridge Avenue • Edison, NJ 08817 • Tel.(732)985-8935 • Fax (732)572-9379  
1161 Woodbridge Road • Rahway, NJ 07065 • Tel.(732)382-8900 • Fax (732)574-0741

DEPT. OF PUBLIC WORKS  
DIRECTOR'S OFFICE  
FISCAL OFFICE  
2010 JAN 21 AM 10 40

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF AUTOMOTIVE

John M. Yurchak,  
Department Director

Hector Ortiz,  
Director



575 Route 440  
Jersey City, NJ07305  
(201) 547-4420  
Fax: (201) 547-5581

F&S Tire Corp.  
58 Brunswick Avenue  
Edison, NJ 08817

January 12, 2010

Subject: 2<sup>nd</sup> year option

The City of Jersey City wishes to renew contract #97280 with F&S Tire Corp. for a 2<sup>nd</sup> year at prices quoted on The Schedule of Prices submitted on 02/25/2009 (see attached).

Please advise in writing, if this is acceptable and state any concerns as soon as possible. Also forward a copy of the company Business Registration Certificate (BRC). Upon receiving your written reply a resolution may be drafted issuing a new contract number for the upcoming contract year to encumber sufficient funds.

I look forward to your reply and to continuing to work together.

Sincerely,

A handwritten signature in black ink, appearing to be "Hector Ortiz", written over a horizontal line.

Hector Ortiz, Director of Automotive Services

**SCHEDULE OF PRICES**

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications the items listed herein: **Automotive Tires** or approved equal from ~~FEBRUARY 26 2008~~ <sup>2009</sup> through ~~JANUARY 31ST 2009~~ <sup>2010</sup>  
~~2008~~ <sup>2018</sup> February 25, 2011

To the Municipal Council of Jersey City  
**COUNCIL MEMBERS:** will contract to  
 (according to plans and specifications for the same in the office of PURCHASING for the following prices, viz.:

Prices to be quoted per unit and extended amount

Item	Qty	Tire Size	LR / PR	Description	Unit Cost	Extended Cost
1.	70	LT235/75R15	C	4x4 GNY	\$ 66.69	\$ 4668.30
2.	70	LT225/75R16	D	4x4 FST	\$ 81.00	\$ 5670.00
3.	60	LT245/75R16	E	4x4 FST	\$ 88.85	\$ 5331.00
4.	60	LT235/85R16	E	4x4 FST	\$ 84.00	\$ 5040.00
5.	50	P235/70R15		4x4 Hank	\$ 68.99	\$ 3449.50
6.	75	P235/70R16		4x4 Hank	\$ 75.34	\$ 5650.50
7.	75	P245/70R17		4x4 FST	\$ 85.00	\$ 6375.00
8.	200	11R22.5	14 Ply	Front runner steering	\$ 215.00	\$ 43000.00
9.	50	215/60/R16		Passenger tire Hank	\$ 55.03	\$ 2751.50
10.	50	P185/75R14		Passenger tire Hank	\$ 39.36	\$ 1968.00
11.	50	P195/65/SR15		Passenger tire Hank	\$ 46.93	\$ 2346.50
12.	50	P205/75R14		Passenger tire GNY	\$ 42.49	\$ 2124.50
13.	50	P215/75R15		Passenger tire GNY	\$ 52.45	\$ 2622.50
14.	70	P205/75R15		Passenger tire Hank	\$ 46.02	\$ 3221.40
15.	50	215/60/R15		Passenger tire Hank	\$ 47.36	\$ 2368.00
16.	300	P225/60VR16		Police pursuit only GNY	\$ 65.00	\$ 19500.00
17.	60	P225/70R15		Police pursuit only FST	\$ 69.06	\$ 4143.60
18.	300	P235/55R17	Highway	Police pursuit only FST	\$ 90.00	\$ 27000.00
19.	200	11R22.5	Highway	Rear Tire Hank	\$ 225.00	\$ 45000.00
20.	50	12R24.5	Highway	Truck tire (rear)	\$ 298.44	\$ 14922.00
21.	100	LT265/75/R16		Truck tire FST	\$ 91.00	\$ 9100.00
22.	50	315/80/R22.5	Highway	Truck tire Hank	\$ 305.00	\$ 15250.00
23.	50	P205/50/R16	Highway	Truck tire Hank	\$ 66.86	\$ 3343.00
24.	150	385/65/R22.5		Truck tire (Rears) Hank	\$ 351.00	\$ 52650.00
25.	75	1200/R22.5		Truck tire	\$ 230.00	\$ 17250.00
26.	20	225/75/R16		Tube type Hank	\$ 69.07	\$ 1381.40
27.	100	P205/60/R16		Passenger Tire Hank	\$ 59.32	\$ 5932.00
28.	100	P235/55/R18		Passenger Tire Hank	\$ 91.54	\$ 9154.00
29.	100	385/65/R22.5	Front Runner	Truck Tire Hank	\$ 351.00	\$ 35100.00
30.	75	225/70/19.5		Passenger Tire Hank	\$ 146.00	\$ 10950.00
31.	100	265/60/R18		Passenger Tire GNY	\$ 90.23	\$ 9023.00
32.	100	P265/70/17		Passenger Tire Hank	\$ 96.33	\$ 9633.00

**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07308

PURCHASE ORDER NUMBER  
**95103**

**PURCHASE ORDER & VOUCHER**

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

REQUISITION # **0143641**  
 BUYER **PUBLICBID**

ISSUE DATE: **01/26/2009** VENDOR NO.: **FS220210**

**VENDOR INFORMATION**  
**F&S TIRE CORP., INC.**  
**58 BRUNSWICK AVENUE**  
**EDISON NJ 08817**

**DELIVER TO**  
**AUTOMOTIVE**  
**675 ROUTE 440**  
**JERSEY CITY NJ 07305**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EAC	<b>AUTOMOTIVE TIRES</b> <b>THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCY PURPOSES ONLY TO ESTABLISH FUNDING FOR:</b>  <b>AUTOMOTIVE TIRES-PUBLIC BID</b>  <b>TOTAL CONTRACT AMOUNT: \$484,688.70</b> <b>TEMPORARY ENCUMBRANCY: \$6,000.00</b> <b>A CHANGE ORDER WILL BE ISSUED TO ENCUMBER THE REMAINING FUNDS IN THE CONTRACT IN THE FISCAL YEAR 2009-2010 TEMPORARY AND PERMANENT BUDGETS</b>  <b>PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL PAYMENT VOUCHERS</b>  <b>THIS IS A ONE YEAR CONTRACT THE CITY HAS THE OPTION TO EXTEND THE CONTRACT FOR ONE ADDITIONAL ONE YEAR TERM</b>	01-201-26-315-216	5,000.0000	5,000.00

TAX EXEMPTION NO. **22-6002013**

PO Total **5,000.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

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

VENDOR SIGN HERE \_\_\_\_\_

OFFICIAL POSITION: \_\_\_\_\_ DATE \_\_\_\_\_

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

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

TITLE OR POSITION \_\_\_\_\_ DATE \_\_\_\_\_

*Michael D. ...*  
 APPROVED BY THE PURCHASING AGENT \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY ACCOUNTS & CONTROL \_\_\_\_\_ DATE \_\_\_\_\_

**Original Copy**

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



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

**PURCHASE ORDER NUMBER**  
 97280

THIS NUMBER MUST APPEAR ON ALL VOUCHERS, CHECKS, INVOICES, DELIVERY SLIPS AND RECEIPTS

**PURCHASE ORDER & VOUCHER**

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

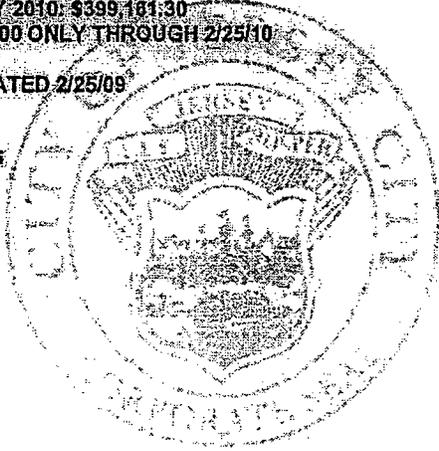
REQUISITION # 0146350  
 BUYER TYPIST

DATE 07/23/2009 VENDOR NO. FS220210

**VENDOR INFORMATION**  
**F&S TIRE CORP., INC.**  
**58 BRUNSWICK AVENUE**  
**EDISON NJ 08817**

**DELIVER TO**  
**AUTOMOTIVE**  
**575 ROUTE 440**  
**JERSEY CITY NJ 07305**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	ENCUMBRANCY FOR: REQUESTING BALANCE FROM ORIGINAL PO 95103  BEGINNING CONTRACT BALANCE: \$464,668.70 AMOUNT EXPENDED IN FY 2009: \$65,507.40  BALANCE REQUESTED FOR FY 2010: \$399,161.30 THIS ENCUMBRANCY: \$20,000.00 ONLY THROUGH 2/25/10  RESO 09-118, AGENDA 10.H, DATED 2/25/09  PARTIAL PAYMENT VOUCHERS	01-201-26-315-216	20,000.0000	20,000.00



2009 AUG 6 AM 8:30  
 DEPT. OF PUBLIC WORKS  
 DIRECTOR'S OFFICE  
 FISCAL OFFICE

TAX EXEMPTION NO. 22-6002013 PO Total 20,000.00

**CLAIMANT'S CERTIFICATION AND DECLARATION**

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

*X Rosa Marinetti*  
 VENDOR SIGN HERE

*A/K*  
 OFFICIAL POSITION

*7-31-09*  
 DATE

**Original Copy**

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

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

*[Signature]*  
 TITLE OR POSITION

*[Signature]* 7/23/09  
 DATE

*[Signature]*  
 APPROVED BY THE PURCHASING AGENT

*[Signature]*  
 APPROVED BY ACCOUNTS & CONTROL

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

33.	150	LT235/75/R16		SUV Tire	\$ 89.10	\$ 13365.00
34.	10	17.5 - 25		Light truck	\$ 325.20	\$ 3252.00
35.	100	265/70/R16		SUV Tire Hawk	\$ 86.74	\$ 8674.00
36.	10	19.5 - L24		Traction	\$ 325.00	\$ 3250.00
37.	100	215/75/R16		Passenger Tire Hawk	\$ 68.44	\$ 6844.00
38.	25	145/R12		Passenger Tire	\$ 1.00	\$ 25.00
39.	25	155/70/R13			\$ 1.00	\$ 25.00
40.	100	385/80/R20		Truck Tire	\$ 1.00	\$ 100.00
41.	150	265/70/R19.5		Passenger Tire Hawk	\$ 192.00	\$ 28800.00
42.	100	265/75/R15		Passenger Tire	\$ 51.91	\$ 5191.00
43.	100	235/75/R17		Passenger Tire Hawk	\$ 92.24	\$ 9224.00
<b>GRAND TOTAL PRICE</b>						<b>\$ 464668.10</b>

Four Hundred Sixty Four Thousand Six Hundred Sixty Eight & 70/100  
 (↑ GRAND TOTAL PRICE-- IN WRITTEN WORDS ↑)

All quotations MUST be typewritten or written in ink. Pencil quotations will automatically render the bid informal. This bid must be accompanied by a bond or certified check for ten (10%) percent of the total amount of the bid. Bond must be from some Surety Company authorized to do business in the State of New Jersey.

<b>COMPANY NAME</b> Ft S. Tire Corp. Inc	<b>NAME</b> BERNARDINO SIMOES
<b>ADDRESS</b> P. O. Box 1352 EDISON N.J. 08818	<b>ADDRESS</b> 58 BRUNSWICK AVE EDISON N.J. 08817
<b>DATE</b> 1.15.09	<b>PHONE ( )</b> 732. 287- 8877

**Notes to Bidders**

1. The City will award this contract as an open-end contract. For all items the minimum quantity the City shall be obligated to order is zero (0).
2. Minimum and maximum quantity 0-300.
3. The total bid amount shall be the summation of the extended prices.
4. The total bid amount will be used to determine the lowest responsible bidder.
5. The contract shall be valid for one (1) year from the date of award of contract.
6. The City reserves the right to extend the contract for a second year.
7. If the City exercises the option to renew the contract, no price increase will be allowed for the option year.

## 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): ROBERT POWERS Purchasing  
Representative's Signature: [Signature]  
Name of Company: Ed S Tice Corp Inc.  
58 BRUNSWICK AVE Edison NJ 08817  
Tel. No.: 732-281-8877 Date: 1-15-10

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

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

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

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

Representative's Name/Title Print): Robert Paulson  
Representative's Signature: [Signature]  
Name of Company: F&S Fire Corp. Inc.  
Tel. No.: 732-287-8877 Date: 1-15-10

**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 :

N/A

Address :

\_\_\_\_\_

Telephone No. :

\_\_\_\_\_

Contact Name :

\_\_\_\_\_

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

**Non 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 of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 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."

Certification 18208

# 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 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 JAN 2011** to **15 JULY 2011**.



**F & S TIRE CORP., INC.**  
**58 BRUNSWICK AVENUE**  
**EDISON NJ 08817**

*[Signature]*  
 State Treasurer

STATE OF NEW JERSEY  
**SALES TAX CERTIFICATE OF AUTHORITY**  
 THE NEW JERSEY SALES AND USE TAX ACT (C. 30, L. 1966)  
 DIVISION OF TAXATION  
 TRENTON, NEW JERSEY 08648

The person, partnership or corporation named below is hereby authorized to collect sales taxes pursuant to the New Jersey Sales and Use Tax Act. This authorization is good ONLY for the named person at the location specified herein. This authorization is null and void in the event of a change of ownership or address is effected.

**F & S TIRE CORP. INC.**  
**GLASCO TIRE SERVICE**  
**1161 WOODBRIDGE ROAD**  
**RAHWAY, NJ 07065**

Tax Registration No. **221-910-659/000**  
 Sales Tax Effective Date: **08-01-70**  
 Document Locator No. **A000027535**  
 Date Issued: **07-03-92**

*[Signature]*  
 Director, Division of Taxation

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

STATE OF NEW JERSEY  
**BUSINESS REGISTRATION CERTIFICATE**  
 FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/  
 DIVISION OF REVENUE  
 TRENTON, NJ

<p>TAXPAYER NAME:  <b>F &amp; S TIRE CORP., INC.</b></p> <p>TAXPAYER IDENTIFICATION#:  <b>221-910-659/000</b></p> <p>ADDRESS:  <b>1161 WOODBRIDGE ROAD</b>  <b>RAHWAY NJ 07065</b></p> <p>EFFECTIVE DATE:  <b>07/15/70</b></p> <p>FORM-BRC(08-01)</p>	<p>TRADE NAME:  <b>GLASCO TIRE SERVICE</b></p> <p>CONTRACTOR CERTIFICATION#:  <b>0064824</b></p> <p>ISSUANCE DATE:  <b>09/13/01</b></p> <p align="right"><i>[Signature]</i>              Director, Division of Revenue</p> <p align="center"><small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small></p>
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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 10-113

Agenda No. 10.F

Approved: FEB 24 2010



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STAPLES BUSINESS ADVANTAGE, FOR FURNISHING AND DELIVERING COPIER PAPER TO ADMINISTRATIVE SERVICES UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

---

**COUNCIL**

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

**WHEREAS**, there exists a need to purchase **Copier Papers** for the Various Departments/Divisions; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use state contract without public bidding; and

**WHEREAS**, **Staples Business Advantage, 45 Cedar Lane, Englewood, New Jersey 07631** being in possession of State Contract 74337, will furnish and deliver Copier Paper in the total amount of **Fifty Thousand (\$50,000.00) Dollars ;Temporary Amount to be encumbered is Ten Thousand (10,000.00);** and

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

**WHEREAS**, this amount is available in the present budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

**Administrative Services**

**Acct. No. 01-201-31-433-201**

**P.O. No. 99085**

**Amount \$10,000.00**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Staples Business Advantage**, 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 met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued on page 2)

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

City Clerk File No. Res. 10-113

Agenda No. 10.F

Approved: FEB 24 2010



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STAPLES BUSINESS ADVANTAGE, FOR FURNISHING AND DELIVERING COPIER PAPER TO ADMINISTRATIVE SERVICES UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

*J.A. 2/24/10* **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 the Account No. 01-201-31-433-201

**Administrative Services**  
Acct. No. 01-201-31-433-201      P.O. No. 99085      Amount \$10,000.00

*Peter Folgado*  
**Peter Folgado, Acting Purchasing Director**

APPROVED: *B. O'Keilly*

APPROVED: *B. O'Keilly*  
Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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. 10-114

Agenda No. \_\_\_\_\_ 10.G

Approved: \_\_\_\_\_ FEB 24 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ALLIED CAR CARE CENTER INC., FOR MEDIUM AND HEAVY DUTY VEHICLE WASH AND DETAILING SERVICES CITY WIDE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

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

**WHEREAS**, the 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 Medium and Heavy Duty Vehicle Wash and Detailing Services City Wide 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 received (1) Bid, the sole bid being that from Allied Car Care Center Inc., 304 Danforth Avenue, Jersey City, NJ 07305 in the total bid amount of Five Thousand, Two Hundred Fifty (\$5,250.00) Dollars and zero cents; and

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

**WHEREAS**, the contract is for one year effective as of March 1, 2010; and

**WHEREAS**, the sum of Five Thousand, Two Hundred Fifty (\$5,250.00) Dollars and zero cents; will be budgeted for the 2010 Budget Year subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the sum of One Thousand Five Hundred (\$1,500.00) Dollars and zero cents, is available in the 2010 temporary budget in Account No. 01-201-26-315-301, Department of Public Works/Division of Automotive 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.

**WHEREAS**, the remaining contract funds will be made available in the 2010 and 2011 permanent budgets; and

**WHEREAS**, in accordance with N.J.A.C. 5:34-5.3 (a), the continuation of this contract beyond the date of adoption of the 2010 budget or beyond the amount certified in the 2010 budget shall be contingent upon the filing of a certificate of available funds in the subsequent 2010 fiscal year budget with the original of this resolution; and

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2010 and 2011 temporary and permanent budgets; and

**WHEREAS**, if funds are not available for the contract in the 2010 and 2011 permanent budgets, the contract will be terminated.; and

**WHEREAS**, the City shall have the right to renew the contract for up to two (2) additional one (1) year terms

(Continued on page 2)

FEB 24 2010

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ALLIED CAR CARE CENTER INC., FOR MEDIUM AND HEAVY DUTY VEHICLE WASH AND DETAILING SERVICES CITY WIDE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Allied Car Care Center Inc.**, be accepted and that a contract be awarded to said company in the above amount and the Acting 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 st. seq; and be it further

*2/17/10* **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. 1:5-31 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, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A 40A:4-1 et seq. in account No. 01-201-26-315-301

**Department of Public Works/Division of Automotive Maintenance**

Acct. No. 01-201-26-315-301      P.O. No. 99264      Amount \$5,250.00  
Temporary Encumbrance      \$1,500.00

Approved by Raquel Diaz  
for Peter Folgado, Acting Purchasing Director

APPROVED: B O'Keil  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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

FEB 24 2010

**RESOLUTION FACT SHEET  
OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ALLIED CAR CARE CENTER INC., FOR MEDIUM AND HEAVY DUTY VEHICLE WASH AND DETAILING SERVICES CITY WIDE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION**

Peter Folgado, Acting Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Three (3)

**DATE BIDS WERE PUBLICLY RECEIVED:**

September 17, 2009

**NUMBER OF BIDS RECEIVED:**

One (1)

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

Car wash and detailing services Citywide for the Department of Public Works/ Automotive

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

- (A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- (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. Allied Car Care Center Inc. 304 Danforth Avenue Jersey City, NJ 07305	\$5,250.00

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

2/17/10  
Date

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**  
*Peter Folgado*  
for Peter Folgado, Acting Director  
Division of Purchasing

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

City Clerk File No. Res. 10-115

Agenda No. 10-H

Approved: FEB 24 2010



TITLE: **RESOLUTION AMENDING A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO STANTEC CONSULTING SERVICES, INC., FOR THE DESIGN AND PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ENGINEER'S COST ESTIMATE FOR SCHOOL CROSSING SAFETY IMPROVEMENTS-2008 PROJECT NO. 08-033, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION**

COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

**WHEREAS**, the Municipal Council of the City of Jersey City (City) at its April 22, 2009 meeting did authorize the award of a professional engineering services contract to Stantec Consulting Services, Inc. for the design and preparation of plans, specifications and engineer's cost estimate for School Crossing Safety Improvements-2008 Project No. 08-033 in the amount of \$14,574.97 (Resolution No. 09-281); and

**WHEREAS**, during the design process, additional and updated design work is necessary to comply with Federal Grant Projects, City and County requirements; and

**WHEREAS**, Stantec Consulting Services, Inc. has submitted a proposal dated January 13, 2010 to perform the additional design work for a lump sum fee of \$1,885.62 which is 12.9% above the original base contract; and

**WHEREAS**, it has become necessary to amend the existing contract as per the attached change order, to include the additional design work; and

**WHEREAS**, the additional amount to be encumbered for this amendment shall not exceed one thousand eight hundred eighty five dollars and sixty two cents (\$1,885.62) bringing the overall base contract amount to sixteen thousands four hundred sixty and fifty nine cents (\$16,460.59); and

**WHEREAS**, funds are available for this expenditure from

Acct: #01-201-20-113-312

P.O. #95930

\$1,885.62

FEB 24 2010

TITLE:

RESOLUTION AMENDING A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO STANTEC CONSULTING SERVICES, INC. FOR THE DESIGN AND PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ENGINEER'S COST ESTIMATE FOR SCHOOL CROSSING SAFETY IMPROVEMENTS-2008 PROJECT NO. 08-033, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

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

- 1a. The agreement with Stantec Consulting Services, Inc. is amended to increase the fee by an additional \$1,885.62;
- b. All other terms and conditions of the agreement shall remain in effect; 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: # 01-201-20-113-312

P.O. #95930

\$ 1,885.62

CO# 33723

*g.A. 2/17/10*

APPROVED: William R. Gove <sup>2-3-10</sup> APPROVED AS TO LEGAL FORM

APPROVED: B. O'Reilly Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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**

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 to Stantec Consulting Services, Inc., for the Design and Preparation of Construction Plans, Specifications and Engineer's Cost Estimate for School Crossing Safety Improvements-2008 Project No. 08-033 , for the Department of Administration, Division of Engineering, Traffic and Transportation.

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

Angel Alvarado, Project Manager

**3. Concise Description of the Program, Project or Plan Proposed in the Resolution:**

Amend a professional engineering services contract with additional funding to Stantec Consulting Services, Inc. to include updated and additional design work. Changes are necessary due to changes to the existing field conditions, federal grant projects requirements and County requirements.

**4. Reasons (Need) the Proposed Program, Project, etc.:**

To complete and finalize the design of this project under the Safe Streets to Schools Program, where Jersey City recognize the need for pedestrians crossing improvements at school sites.

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

This project will create a safer walking environment for students and pedestrians at streets intersections adjacent to schools.

**6. Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used as well as match and in-kind contributions):**

City Funds: Operating Budget \$1,885.62

**7. Date Proposed Program or Project will Commence:**

Immediately upon council approval.

**8. Anticipated Completion Date:**

Final Plans, Specifications and Engineer's Cost Estimate to be completed by the end of February 2010.

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

Angel Alvarado (201) 547-4757  
NAME PHONE EVENING

**10. Additional Comments:**

I certify that all the Facts Presented Herein are Accurate.

William R. Goble 2-3-10  
Signature of Division Director Date

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



# CITY OF JERSEY CITY

DIVISION OF PURCHASING

1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306

TEL. NO. (201) 547-5155 FAX. NO. (201) 547-6586

## REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O. NO. 33723

FROM: William R. Gobler, City Engineer

PURCHASE ORDER NO. 95930

APPROVED: *[Signature]*

REQUISITION NO. R 0144886

DEPT./DIV. Administration/Engineering

ORIGINAL AMOUNT \$ 14,574.97

DATE: 1/28/10

BUD.YR: FUND: 01 G/L NO: 203

VENDOR NAME: STANTEC CONSULTING SERVICES

CAFR: 20 SUB LDGR: 113 OBJ: 312

VENDOR NO: ST 526152

PLEASE  CHANGE  CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

AMOUNT IS WRONG \$ 14,574.97

INCREASE BY: \$ 1,885.62

IT SHOULD BE \$ 16,460.59

DECREASE BY \$

BUD.YR.  FUND:  G/L NO. IS WRONG

IT SHOULD BE BUD.YR. FUND: G/L NO.

CAFR:  SUB LDGR:  OBJ: IS WRONG

IT SHOULD BE CAFR: SUB LDGR: OBJ:

VENDOR NUMBER IS WRONG:

IT SHOULD BE

LGFS BATCH NO:

VENDOR NAME IS WRONG:

IT SHOULD BE

VENDOR ADDRESS IS WRONG:

IT SHOULD BE

SHIPPING CHARGE IS WRONG: \$ IT SHOULD BE: \$

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

*Additional monies needed to complete project.  
DUE TO CHANGE IN SCOPE.*

BUYER'S REMARKS:

*[Signature]*  
PETER FOLGADO  
ACTING PURCHASING DIRECTOR

COPY	A - FOR 6TH COPY OF P.O.	B - FOR ACCTS.&CONTROL	C - BATCH COPY
	D - FOR PURCHASING FILE	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

4/22/09  
 4/24/09

PURCHASE ORDER NUMBER  
 95930

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

**PURCHASE ORDER & VOUCHER**

REQUISITION # 0144886  
 BUYER PROFSRVC

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

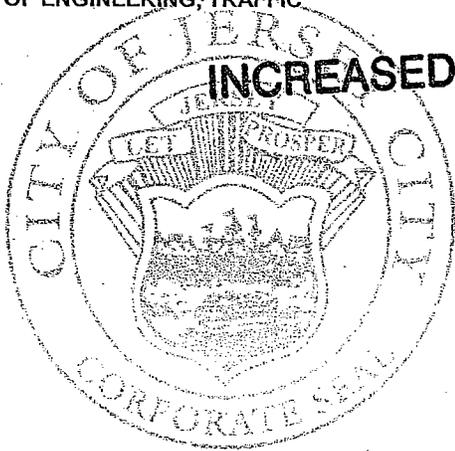
DATE	VENDOR NO.
04/15/2009	ST526152

**VENDOR INFORMATION**

**STANTEC CONSULTING SERVICES**  
 365 WEST PASSAIC STREET  
 ROCHELLE PARK NJ 07662

**DELIVER TO**

**ENGINEERING**  
 575 RT. 440  
 JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICE CONTRACT TO STANTEC CONSULTING SERVICES, INC., FOR THE DESIGN OF THE JERSEY CITY SCHOOL CROSSING SAFETY IMPROVEMENTS - 2008, PROJECT NO. 08-033, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION	01-201-20-113-312	14,574.9700	<del>14,574.97</del> \$ 16,460.59
		 <b>INCREASED BY</b>		\$1,885.62	
		33723			

TAX EXEMPTION NO. 22-6002013

**PO Total** 14,574.97

**CLAIMANT'S CERTIFICATION AND DECLARATION**

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

**X**  
 \_\_\_\_\_  
 VENDOR SIGN HERE

\_\_\_\_\_  
 OFFICIAL POSITION DATE

**Original Copy**

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

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

\_\_\_\_\_  
 TITLE OR POSITION DATE

\_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT DATE 4/15/09

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

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

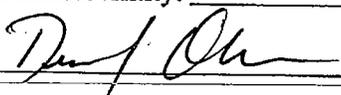
**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: Stantec Consulting Services Inc.

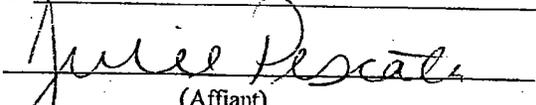
Signed  Title: Vice President

Print Name Dennis O'Brien

Date: 3/31/09

Subscribed and sworn before me  
this 31 day of March, 2009.

My Commission expires:

  
(Affiant)  
Julie Pescatore, Office Administrator  
(~~Julie Pescatore~~) (Corporate Seal)

NOTARY PUBLIC, STATE OF NEW JERSEY  
NO. 2273803  
QUALIFIED IN BERGEN COUNTY  
COMMISSION EXPIRES 4/3/10

\*\*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

40920

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

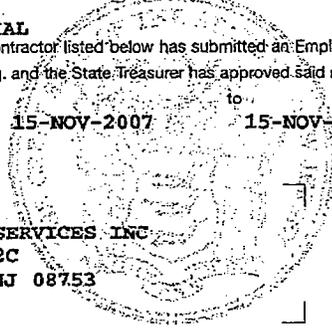
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-NOV-2007

to

15-NOV-2010

STANTEC CONSULTING SERVICES INC  
81 E. WATER ST STE 2C  
TOMS RIVER NJ 08753



*Michael Was*  
Acting State Treasurer

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 332 TRENTON, N.J. 08646-0232
TAXPAYER NAME: STANTEC CONSULTING SERVICES INC.	TRADE NAME: SEAR - BROWN GROUP	
ADDRESS: 2250 BRIGHTON-HENRIETTA TOWNLJ ROCHESTER NY 14623-2706	SEQUENCE NUMBER: 0057580	
EFFECTIVE DATE: 01/29/88	ISSUANCE DATE: 04/20/05	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

**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 : Stantec Consulting Services Inc.  
Address : 365 West Passaic Street, Rochelle Park, NJ 07662  
Telephone No. : (201) 587-9040  
Contact Name : Dennis O'Brien

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: Stantec Consulting Services Inc.

Signed *Dennis O'Brien* Title: Vice President

Print Name Dennis O'Brien Date: 3/31/09

Subscribed and sworn before me  
this 31 day of March, 2009.  
My Commission expires:

*Julie Pescatore*  
(Affiant)  
Julie Pescatore, Office Administrator  
(Print name of Affiant) (Corporate Seal)

NOTARY PUBLIC, STATE OF NEW JERSEY  
NO. 2273803

QUALIFIED IN BERGEN COUNTY  
COMMISSION EXPIRES 4/31/10

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

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

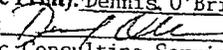
The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, 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: Dennis O'Brien, Vice President

Representative's Signature: 

Name of Company: Stantec Consulting Services Inc.

Tel. No.: (201) 587-9040

Date: 3/31/09

**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.

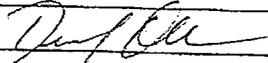
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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: Stantec Consulting Services Inc.

SIGNATURE:  DATE: 3/31/09

PRINT NAME: Dennis O'Brien TITLE: Vice President

## 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):  
Russell Saputo, Senior Principal  
Representative's Signature: Russell Saputo  
Name of Company: Stantec Consulting Services Inc.  
201-587-9040 4/14/09  
Tel. No.: Date:

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

City Clerk File No. Res. 10-116

Agenda No. 10.1

Approved: FEB 24 2010

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH GENERATOR EXCHANGE COMPANY FOR THE SUPPLY AND DELIVERY OF LIGHT AUTOMOTIVE PARTS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 09-094 approved on February 11, 2009, awarded a one-year contract in the amount of \$159,425.35 to Generator Exchange to provide light automotive parts for Department of Public Works/Division of Automotive Maintenance; and

**WHEREAS**, the bid specifications provided the City of Jersey City (City) with the option to renew the contract for one (1) additional year, with the renewal contract 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 January 2009 to January 2010; and

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

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of February 11, 2010 and ending February 10, 2011; and

**WHEREAS**, because this contract was awarded as an open – end contract, the City is not obligated to order the maximum of the quantity stated for each item and because of budgetary constraints, the total amount of the contract shall not exceed the sum of \$100,000.00; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in Account No. 10-01-201-26-315-210.

**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 Generator Exchange to provide light automotive parts with the City of Jersey City for Department of Public Works/Division of Automotive Maintenance.
- 2) The renewal contract is for a one-year period effective as February 11, 2010. The total cost of the contract shall not exceed \$100,000.00.
- 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 2010 fiscal year permanent budget, shall be subject to the availability and appropriation of sufficient funds in the 2011 fiscal year temporary budget.
- 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. 10-116

Agenda No. 10.1

TITLE: FEB 24 2010

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH GENERATOR EXCHANGE COMPANY FOR THE SUPPLY AND DELIVERY OF LIGHT AUTOMOTIVE PARTS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 10-01-201-26-315-210 for payment of the above resolution.

Requisition # 0149193

Purchase Order # 99126

Temp.Encumbrancy \$10,000.00

RWH/sb  
January 13, 2010

APPROVED: *Rodney W. Padley* APPROVED AS TO LEGAL FORM  
Rodney W. Padley, Director, Department of Public Works  
APPROVED: *B. O'Keefe* *[Signature]*  
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
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



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** GENERATOR EXCHANGE CO.

**Trade Name:**

**Address:** 667 669 COMMUNIPAW AV  
JERSEY CITY, NJ 07304

**Certificate Number:** 0099843

**Effective Date:**

**Date of Issuance:** January 25, 2010

**For Office Use Only:**

20100125095628254

## 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 PANDOLFI, PRES.

Representative's Signature:

Name of Company:

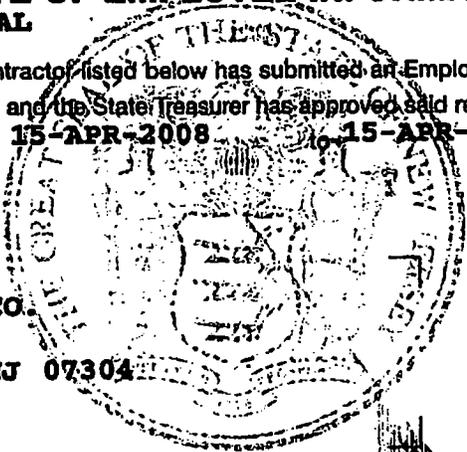
GENERAL FOR EXCH.

J.C.W.J.

47324

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2008** to **15-APR-2015**



**GENERATOR EXCHANGE CO.  
667 COMMUNIPAW AVE.  
JERSEY CITY NJ 07304**

  
Acting State Treasurer

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

The contractor and the PRES of GENERAL X FAX (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 PONDALFO / PRES  
Representative's Signature: [Signature]  
Name of Company: GENERAL X FAX CA.  
Tel. No.: 201 333 4398 Date: 1/25/10

**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 : GEN EAST & EXH CO. INC.  
Address : 557 TAMM UNIFAW AVE  
Telephone No. : 201-333-4398 J.C.N.S.  
Contact Name : FRANK PANOLEFS

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. 10-117  
 Agenda No. 10.J  
 Approved: FEB 24 2010  
 TITLE:



**Resolution Authorizing the Waiver of the Twenty (20) Day Waiting Period for Ordinance 10-011.** An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article XI (Schedules) Schedule 25 (Parking for the Disabled) of the Jersey City Code designating a Reserved Parking Space at 24 Eastern Parkway; 361 Liberty Avenue; 82 Poplar Street; 77 Prospect Street; 300 Stegman Parkway; 332 Webster Avenue; 224-222 Wilkinson Avenue and Amend the Reserved Parking Space at 7 Apollo Street and 103 Poplar Street and Repeal the Reserved Parking Space at 11 Apollo Street; 222 Wilkinson Avenue and 228 Wilkinson Avenue.

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

**Whereas**, at its meeting of February 10, 2010 at 6:00 p.m., the Municipal Council adopted Ordinance 10-011; 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 10-011 is hereby waived so that this Ordinance is effective immediately.

APPROVED: \_\_\_\_\_  
 APPROVED: B. O'Keilly  
 Business Administrator

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

Certification Required   
 Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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. 10-118

Agenda No. 10.K

Approved: FEB 24 2010

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE 2005-2009 CONSOLIDATED PLAN AND FY2009 ANNUAL ACTION PLAN TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

---

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, on March 15, 2005 the Municipal Council adopted Resolution No. 05-210 authorizing the submission of the 2005-2009 Five Year Consolidated Plans to the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, on January 26, 2009, the Municipal Council adopted Resolution No. 09-044 authorizing the submission of the Annual Application and Action Plan; and

**WHEREAS**, the City is desirous of reallocating \$658,000.00 in Community Development Block Grant (CDBG) funds reprogrammed from fiscal year 2009; and

**WHEREAS**, the City is desirous of re-allocating Community Development Block Grant (CDBG) funds as detailed on the attached page.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor or Business Administrator is hereby authorized to execute agreements with subrecipients / subgrantees identified in Exhibit A and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

**BE IT FURTHER RESOLVED**, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

City Clerk File No. Res. 10-118Agenda No. 10-KTITLE: **FEB 24 2010**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE 2005-2009 CONSOLIDATED PLAN AND FY2009 ANNUAL  
ACTION PLAN TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) FUNDS**

**EXHIBIT A**

Description			
<p><b>Grace Van Vorst Community Service</b> 39 Erie Street Jersey City, NJ</p> <p>Renovation of facility which provides senior activities and meals for low income individuals. Previously awarded \$281,500. An additional \$7,000 is needed to install windows and upgrade the current fire panel. <b>Reprogram \$7,000 from the following account:</b></p>			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
2009	Unallocated CDBG Funds	\$7,000	1439
<p><b>Hudson Community Enterprises</b> 68-70 Tuers Avenue Jersey City, NJ</p> <p>Renovation of a training facility for individuals with disabilities. Funds are needed to address life, safety, security and energy savings upgrades. <b>Reprogram \$336,000 from the following account:</b></p>			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
2009	Unallocated CDBG Funds	\$336,000	N/A
<p><b>WomenRising</b> 270 Fairmont Avenue Jersey City, NJ</p> <p>Rehabilitation of facility to create additional classroom / program space for this crisis intervention center. Funds are needed to upgrade the fire alarm &amp; life safety systems network, construct an ADA compliant restroom, electrical work, etc. <b>Reprogram \$315,000 from the following account:</b></p>			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
2009	Unallocated CDBG Funds	\$315,000	N/A

City Clerk File No. Res. 10-118

Agenda No. 10.K

TITLE: FEB 24 2010

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE 2005-2009 CONSOLIDATED PLAN AND FY2009 ANNUAL  
ACTION PLAN TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) FUNDS**

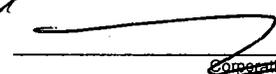
**SUMMARY OF REPROGRAMMED ACCOUNTS**

VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O. #
Grace Van Vorst Community Service	Senior Center	\$ 7,000.00	51-200-56-851-630	99267
Hudson Community Enterprises	Employment and Training Center	\$336,000.00	51-200-56-851-518	99268
WomenRising Inc.	Crisis Intervention	\$315,000.00	51-200-56-851-609	99269

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$658,000.00 are available in the above CDBG accounts.

  
Donna Mauer  
Chief Financial Officer

APPROVED:  APPROVED AS TO LEGAL FORM

APPROVED:    
Business Administrator Corporation Counsel

Certification Required

Not Required

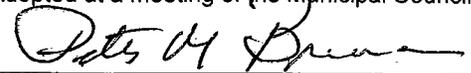
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
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. 10-119

Agenda No. 10.1

Approved: FEB 24 2010

TITLE:



## RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT TO MIDTOWN OCCUPATIONAL MEDICINE, LLC TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT

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

**WHEREAS**, the City of Jersey City requires the services of physicians to conduct medical examinations of civilian and uniformed employees and of applicants for employment; and

**WHEREAS**, Midtown Occupational Medicine, LLC, 550 Newark Ave, Jersey City, New Jersey, has licensed physicians capable of providing such services and submitted a proposal in response to the City's Request for Proposals dated 12/18/09 indicating that it will provide the services for the sum of \$160,000.00; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the City is awarding this contract pursuant to the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

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

**WHEREAS**, the maximum amount of the contract in question is \$160,000.00, of which \$50,000.00 will be available in Temporary Budget Account No. 10-01-201-20-105-312; and

**WHEREAS**, the resolution authorizing the award and the contract itself must be available for public inspection;

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

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached contract with Midtown Occupational Medicine to conduct medical examinations of employees and of applicants for employment;

2. The maximum contract amount shall not exceed \$160,000.00. The term of the contract shall be for one year effective as of January 1, 2010 at 12:01 a.m.;

**FEB 24 2010**

**TITLE: RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MIDTOWN OCCUPATIONAL MEDICINE, LLC TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND UNIFORMED EMPLOYEES AND OF APPLICANTS FOR EMPLOYMENT**

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(I);

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget and in the subsequent fiscal year budget;

6. The award of this contract shall be subject to the condition that Midtown Occupational Medicine provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and

7. The Certification of Compliance with the City's Contractor Pay-to Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, hereby certify that funds in the amount of \$50,000.00 are available in Account No. 10-01-201-20-105-312. P.O. No. 99285 Temporary Encumbrancy.

*Donna Mauer*  
Donna Mauer  
Chief Financial Officer

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

APPROVED AS TO LEGAL FORM

APPROVED: *B. O'Keilly*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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

# CITY OF JERSEY CITY

Requisition #

0149036

Assigned PO #

## Requisition

**Vendor**  
MIDTOWN OCCUPATIONAL MEDICINE  
P.O. BOX 8358  
JERSEY CITY NJ 07308

**Dept. Bill To**  
PERSONNEL DIVISION  
280 GROVE STREET  
JERSEY CITY NJ 07302

**Dept. Ship To**  
280 GROVE STREET  
JERSEY CITY NJ 07302

MI366622

**Contact Info**  
LELAYNA HERNANDEZ  
2015475226

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	ENCUMBRANCY	01-201-20-105-312	.00	.00

MIDTOWN OCCUPATIONAL MEDICINE, LLC  
TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN AND  
UNIFORMED EMPLOYEES AND OF APPLICANTS FOR

TOTAL AMOUNT OF CONTRACT \$160,000.00  
TEMPORARY ENCUMBRANCY \$50,00.00  
FOR ONE YEAR COMMENCING 1/1/2010  
PAYMENTS TO BE MADE BY PARTIAL PAYMENT VOUCHER

Requisition Total .00

Date: 01/11/2010

HERNANDEZ

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

**This Is Not A Purchase Order**

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Midtown Occupational Medicine (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding Jan 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 Midtown Occupational Medicine (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: Midtown Occupational Medicine

Signed: [Signature] Title: MD, CEO

Print Name Edward F. Boylan MD Date: 1/13/10

Subscribed and sworn before me  
this 13 day of JAN, 2010. \_\_\_\_\_ (Affiant)

My Commission expires:

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

[Signature]  
**ATUL SHAH**  
**NOTARY PUBLIC OF NEW JERSEY**  
**ID# 2174282**  
**My Commission Expires: Jul. 14, 2010**

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

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

**Part I - Vendor Affirmation**

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

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 Mary Spinello for Council	Healy for Mayor 2009
Friends of Steve Lipski	

**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
EDWARD F. Boylan	17 Nod Road Wayne, NJ

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: Midway Occupational Medicine  
 Signed: [Signature] Title: Owner, CEO  
 Print Name: EDWARD F. Boylan, MD Date: 1/13/10

Subscribed and sworn before me this <u>13th</u> day of <u>JANUARY</u> , 20 <u>10</u> . My Commission expires: <b>SACHIN V. SHAN</b> <b>NOTARY PUBLIC OF NEW JERSEY</b> <b>Commission Expires 10/18/2011</b>	<u>[Signature]</u> (Affiant) <u>SACHIN SHAN</u> (Print name & title of affiant) (Corporate Seal)
--	---

### STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

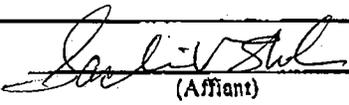
Check the box that represents the type of business organization:

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

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

Stockholders:

Name: <u>EDWARD F. BOYLAN</u>	Name:
Home Address: <u>17 Ned Road</u>	Home Address:
<u>Wayne, NJ</u>	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>13<sup>th</sup></u> day of <u>JANUARY</u> , 20 <u>10</u>	<u></u> (Affiant)
(Notary Public)	<u>SACHIN SHAH</u> (Print name & title of affiant)
My Commission expires:	<u>Commission Expires 10/15/2011</u> (Corporate Seal)



**CITY OF JERSEY CITY  
REQUEST FOR PROPOSALS:**

**EMPLOYEE MEDICAL SERVICES:  
TO CONDUCT MEDICAL EXAMINATIONS  
OF CIVILIAN AND UNIFORMED EMPLOYEES  
AND APPLICANTS FOR EMPLOYMENT**

**SUBMISSION DEADLINE:  
11:00 A.M.  
December 18, 2009**

**ADDRESS ALL PROPOSALS TO:  
Larry Ross  
Personnel Director  
280 Grove Street  
Room 103  
Jersey City, NJ 07302**

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

City Clerk File No. Res. 10-120

Agenda No. 10.M

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

TITLE:

## WITHDRAWN



**RESOLUTION AUTHORIZING THE AWARD OF JANITORIAL SERVICES CONTRACTS FOR VARIOUS CITY BUILDINGS TO CHUK'S PROFESSIONAL CLEANING, INC., CRISTI CLEANING SERVICE, UNITED SERVICES, INC., AND TECHNICAL BUILDING MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS& STREETS MAINTENANCE**

**COUNCIL**

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

**WHEREAS**, the Acting 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 Janitorial Services for various City Buildings for the Department of Public Works/Division of Buildings & Streets Maintenance pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Twelve (12) Bids**, with partial awards being made to the lowest responsible bidders, **Chuk's Professional Cleaning, 109 Washington Ave., Office#4, Belleville, NJ 07109**, in the amount of **Two Hundred Two Thousand, Three Hundred Twenty Eight Dollars (\$202,328.00)**, **Cristi Cleaning Service, 77 Trinity Place, Hackensack, NJ, 07601**, in the amount of **Four Hundred (\$400.00) Dollars**, **United Services, Inc., 482 Forest Street, Kearny, NJ, 07032**, in the amount of **Sixty Four Thousand, Seven Hundred Twenty Four Dollars (\$64,724.80) and Eighty Cents**, **Technical Building Maintenance, One Park Avenue, New York, NY 10016**, in the amount of **Two Hundred Sixty Thousand, Three Hundred Forty Six Dollars (\$260,346.00)**:

<u>Vendor</u>	<u>Locations</u>	<u>Award Amount</u>
Chuk's Professional Cleaning, Inc.	<b><u>Block 1:</u></b>	
	-Police HDQ-8 Erie Street	
	-115 C. Columbus Dr.(Health Clinic)	
	<b><u>Block 3:</u></b>	\$28,800.00
	-191 Bergen Ave(South District)	
	-355 Bergen Ave.(Maureen Collier Cntr)	
	<b><u>Block 5:</u></b>	\$28,800.00
	-576 Communipaw Ave.(West District)	
	-130 Cator Ave.(Juvenile Bureau)	
	<b><u>Block 11:</u></b>	\$82,000.00
	-575 Route 440 (DPW)	
Cristi Cleaning Service	<b>Blood Clean Up/Miscellaneous</b>	\$5,728.00
	<b>FLOOR CARE AT:</b> 360 MLK Drive(Building Dept.Annex)	\$400.00
United Services	<b><u>Block 2:</u></b>	\$27,741.00
	-284 Central Ave.(North District)	
	-394 Central Ave.(CCTV)	
	-28 Paterson St.	

**(CONTINUED ON PAGE 2)**

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF JANITORIAL SERVICES CONTRACTS FOR VARIOUS CITY BUILDINGS TO CHUK'S PROFESSIONAL CLEANING, INC., CRISTI CLEANING SERVICE, UNITED SERVICES, INC., AND TECHNICAL BUILDING MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS& STREETS MAINTENANCE**

	<b>Block 8:</b>	\$27,886.00
	-Chapel Ave.(Police Academy), Recreation Facility, & 100 Phillips St. (JCPD CAR POUND)	
	<b>FLOOR CARE AT:</b>	\$9,097.80
	140 MLK Drive (Community Center) 715 Summit Ave. Pershing Field	
Technical Building Maintenance	<b>Block 4:</b>	\$28,927.00
	-207 7 <sup>th</sup> st.(East District) -465 Marian Blvd(Fire HQ)	
	<b>Block 6:</b>	\$86,782.00
	-280 Grove St.(City Hall)	
	<b>Block 7:</b>	\$57,855.00
	-365 Summit Ave.(Municipal Court)	
	<b>Block 9:</b>	\$28,927.00
	-1 Journal Sq. Plaza	
	<b>Block 10:</b>	\$57,855.00
	-100 Cornelison Ave.(Motorcycle Squad) -201 Cornelison Ave.(Human Resources)	

Total bid amount of **Five Hundred Twenty Seven Thousand, Seven Hundred Ninety Eight Dollars (\$527,798.80) and Eighty Cents; and**

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

**WHEREAS**, the contracts are for one year effective date of March 1, 2010; and

**WHEREAS**, the City shall have the right to renew the contract for up to two (2) additional one-year periods.

**WHEREAS**, the sum of Five Hundred Twenty Seven Thousand, Seven Hundred Ninety Eight Dollars (\$527,798.80) and Eighty Cents, will be budgeted for the 2010 Budget Year subject to the approval of said budget by the Municipal Council: and

**WHEREAS**, the sum of Fifty Three Thousand (\$53,000.00) is available in the 2010 temporary budget in Account No. 01-201-26-291-314, Department of Pubic Works/Buildings & Streets Maintenance: and

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

**(CONTINUED ON PAGE 3)**

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF JANITORIAL SERVICES CONTRACTS FOR VARIOUS CITY BUILDINGS TO CHUK'S PROFESSIONAL CLEANING, INC., CRISTI CLEANING SERVICE, UNITED SERVICES, INC., AND TECHNICAL BUILDING MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS& STREETS MAINTENANCE**

**Department of Public Works/Division of Building & Street Maintenance  
 Account No. 01-201-26-291-314**

<u>Vendor</u>	<u>Locations:</u>	<u>P.O. NO.</u>	<u>Encumbrance</u> <u>Amount</u>
Chuk's Professional Cleaning, Inc. 109 Washington Ave Belleville, NJ 07109	Block#'s 1,3,5,11	99191 - *2,000 99189 - *20,000	\$22,000.00
United Services 482 Forest Street Kearny, NJ, 07032	Block#'s 2,8	99190 - *3,000 99187 - *8,000	\$11,000.00
Technical Building Maintenance One Park Avenue New York, NY 10016	Block#'s 4,6,7,9,10	99188	\$20,000.00
		<b>TEMPORARY ENCUMBRANCE</b>	<b>\$53,000.00</b>
Cristi Cleaning Service 77 Trinity Place Hackensack, NJ, 07601	Floor Care	99180	\$400.00

**WHEREAS**, the remaining contract funds will be made available in the 2010, 2011, 2012, & 2013 temporary and permanent budgets; and

**WHEREAS**, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2010, 2011 & 2012 temporary and permanent budgets; and

**WHEREAS**, the bid specifications described twenty (20) different buildings that require janitorial services and reserved the right to award a contract on a per block basis.

(CONTINUED ON PAGE 4)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF JANITORIAL SERVICES CONTRACTS FOR VARIOUS CITY BUILDINGS TO CHUK'S PROFESSIONAL CLEANING, INC., CRISTI CLEANING SERVICE, UNITED SERVICES, INC., AND TECHNICAL BUILDING MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS& STREETS MAINTENANCE**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bids of the aforementioned companies be accepted and that contracts be awarded to said companies in the above amounts, and the Acting Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that the continuation of these contracts after the expenditure of funds encumbered by this resolution shall be subject to the availability and appropriation of funds in the fiscal year 2010 permanent budget, 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

**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. 01-201-26-291-314**

**APPROVED:** [Signature]  
**Peter Folgado, Acting Purchasing Director**

**APPROVED:** [Signature]  
 Business Administrator

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

Certification Required   
 Not Required

**APPROVED**

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			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

**WITHDRAWN**

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

City Clerk File No. \_\_\_\_\_ Res. 10-121

Agenda No. \_\_\_\_\_ 10.N

Approved: \_\_\_\_\_ FEB 24 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DELL MARKETING L.P. FOR SOFTWARE SERVICES INSTALLATION CONSULTING SERVICES NEW MICROSOFT EMAIL SYSTEM STAFF AUGMENTATION & KNOWLEDGE TRANSFER FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

---

**COUNCIL**

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

**WHEREAS**, there exists a need to purchase **Software Services** for the Department of Information Technology; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use state contract without public bidding; and

**WHEREAS**, **Dell Marketing L.P. P.O. Box 643561. Pittsburgh, Pa. 15284** being in possession of State Contract **A72727**, will Furnish and Deliver Software Services to the Department of Information Technology in the total amount of **Thirty Seven Thousand, Nine Hundred Eleven Dollars (\$ 37,911.76) and Seventy Six Cents**; and

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

**WHEREAS**, this amount is available in the present budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

**Administration/Information Technology**

**Acct. No. 04-215-55-871-990**

**P.O. No. 99055**

**Amount \$ 37,911.76**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Dell Marketing LP**, 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 met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued on page 2)

FEB 24 2010

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DELL MARKETING CORPORATION, FOR SOFTWARE SERVICES INSTALLATION CONSULTING SERVICES NEW MICROSOFT EMAIL SYSTEM STAFF AUGMENTATION & KNOWLEDGE TRANSFER FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING**

**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 Account No. 04-215-55-871-990

**Administration Department/Information Technology**

Acct. No. 04-215-55-871-990 P.O. No. 99055 Amount \$ 37,911.76

Peter Folgado, Acting Purchasing Director

APPROVED: B. O'Keilly

APPROVED AS TO LEGAL FORM

Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0  
2/24/10

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	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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 Byrnes  
Robert Byrnes, City Clerk

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

<b>Taxpayer Name:</b>	DELL MARKETING L P
<b>Trade Name:</b>	
<b>Address:</b>	1 DELL WAY ROUND ROCK, TX 78682
<b>Certificate Number:</b>	0095191
<b>Effective Date:</b>	February 27, 1992
<b>Date of Issuance:</b>	July 15, 2009

**For Office Use Only:**  
20090715173339794

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

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

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

## 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. 52:34-25(b) 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.

"N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."





**BUSINESS ENTITY DISCLOSURE CERTIFICATION****FOR NON-FAIR AND OPEN CONTRACTS**

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

&lt;NAME OF CONTRACTING AGENCY&gt;

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 *Dell Marketing, L.P.* 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 (TBD) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <See Below> as deemed pursuant to N.J.S.A. 19:44A-3 and r.

Mariano Ve a, r. Election Fund Friends of  
Peter Brennan Election Fund Comm  
Elect Willie Flood Friends of Michael  
Sottolano  
Friends of Phil Kenny  
Friends of Nidia R. Lo ez

Gau han Election Fund  
Fulo 2009 Inc.  
Friends of Viola Richardson for Ward F  
  
Healy for Mayor 2009

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

DELL IS A PUBLICALLY TRADED COMPANY AND AS SUCH  
OWNERSHIP FLUCTUATES BASED ON THE MARKET.

Part 3 - Signature and Attestation:

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

Name of Business Entity: *Dell Marketing, L.P.*

Signed: *[Signature]* Title: *Advisor-Contracts \**

Print Name: *Kevin Bromley* Date: *09/11/09*

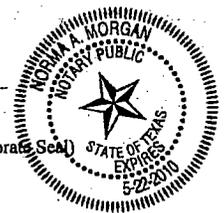
\*To the best of my knowledge and belief.

Subscribed and sworn before me this *11* day of  
*Sept*, 2009

My Commission expires: *5-22-2010*

*Norma A. Morgan*  
(Affiant)

(print name & title of affiant) (Corporate Seal)



### AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT: READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE

#### SECTION A - COMPANY IDENTIFICATION

1. FID. NO OR SOCIAL SECURITY <b>74-2616805</b>	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG. <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME <b>Dell Marketing, L.P.</b>		
5. STREET <b>One Dell Way,</b>	CITY <b>Round Rock,</b>	COUNTY <b>Williamson</b>
STATE <b>TX</b>	ZIP CODE <b>78682</b>	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>Dell Inc. One Dell Way,</b>		CITY <b>Round Rock</b>
STATE <b>TX</b>	ZIP CODE <b>78682</b>	
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. <input type="text"/> None		
10. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input type="text"/> N/A		
11. PUBLIC AGENCY AWARDED CONTRACT		CITY STATE ZIP CODE

#### OFFICIAL USE ONLY

DATE RECEIVED-MO/DAY/YR	ASSIGNED CERTIFICATION NUMBER

#### SECTION B - EMPLOYMENT DATA

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

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (Permanent)									
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE					
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN		
Officials and Managers													
Professionals													
Technicians													
Sales Workers				***Please see Dell's EEO1 Report immediately following these pages.***									
Office and Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from Previous Report (If any)													

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

Temporary and Part-time Employees													
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input checked="" type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (Specify)				15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA-302) SUBMITTED? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>				16. IF NO, DATE OF LAST REPORT SUBMITTED					
14. DATES OF PAYROLL PERIOD USED FROM: 08-15-08 TO: 08-31-08													

#### SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (Print or Type) (CONTRACTOR EEO OFFICER) <b>Kevin Bromley</b> *To the best of my knowledge	TITLE <b>Advisor-Contracts</b>	DATE MO. DAY YEAR <b>09 10 09</b>
18. ADDRESS (NO. & STREET), BELIEF, (City) (State) (Zip Code) <b>One Dell Way, Round Rock, TX 78682</b>	Phone (Area Code, No., Extension) <b>(800) 879-3355</b>	

Affirmative Action Office  Public Agency  Contractor

**INSTRUCTIONS FOR COMPLETING THE  
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT  
(FORMAA302)**

**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.

**ITEM 1** - Enter the Federal Identification Number assigned to the contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "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 assigned to the single owner or to a partner, in 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, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employee, not just those employees at the facility being awarded the contract.

**ITEM 8** - 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 9** - If multi-establishment was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 10** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**ITEM 12** - 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.

**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.

**ITEM 13** - 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 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 17** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 18** - 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 CONTRACTOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT RENEWAL FORM (AA302) AND RETAIN ONE (1) COPY FOR THE CONTRACTOR'S OWN FILES. FORWARD TWO (2) COPIES TO:**

Affirmative Action Office  
Department of the Treasury  
State House  
P.O. Box 209  
Trenton, New Jersey 08625-0209  
Telephone No. (609) 292-5475

CO= K068232  
U= K068232

EQUAL EMPLOYMENT OPPORTUNITY  
2008 EMPLOYER INFORMATION REPORT  
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. DELL INCORPORATED  
ONE DELL WAY  
ROUND ROCK, TX 78682

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:114315195

5. Y

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	8	1	82	3	0	7	0	0	24	1	0	0	0	0	0	126
FIRST/MID OFFICIALS & MGRS	156	76	1684	121	1	112	4	6	502	48	0	40	2	1	2753	
PROFESSIONALS	719	399	4976	338	4	1158	37	16	2149	211	2	479	15	5	10508	
TECHNICIANS	382	67	1896	235	2	141	30	15	275	69	0	30	8	1	3151	
SALES WORKERS	310	115	3693	318	4	146	21	33	1146	138	0	53	10	19	6006	
ADMINISTRATIVE SUPPORT	329	333	649	292	1	52	8	1	907	278	0	57	13	12	2932	
CRAFT WORKERS	3	0	23	2	0	0	0	0	0	1	0	0	0	0	29	
OPERATIVES	174	142	325	355	1	72	6	4	289	374	0	53	1	6	1802	
LABORERS & HELPERS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
SERVICE WORKERS	5	1	11	3	0	0	0	0	4	0	0	0	0	0	24	
TOTAL	2087	1134	13339	1667	13	1688	106	75	5296	1120	2	712	49	44	27332	
PREVIOUS REPORT TOTAL	2313	1192	14059	1960	1	1745	138	26	5472	1221	1	735	64	11	28938	

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 08/15/2008 THRU 08/31/2008  
CERTIFICATION:

CERTIFYING OFFICIAL: JACKIE KOSTREBA  
EEO-1 REPORT CONTACT PERSON: JACKIE KOSTREBA  
EMAIL: JACKIE\_KOSTREBA@DELL.COM

TITLE: HUMAN RESOURCES METRICS & REPORTING  
TITLE: HUMAN RESOURCES METRICS & REPORTING  
TELEPHONE NO: 5127284630

**REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
P.L. 1975, C: 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.**

The following questions must be answered by all bidders:

**1. Do you have a federally-approved or sanctioned Affirmative Action Program?**

YES  NO

2. Do you have a Certificate of Employee Information Report Approved?

YES  NO  \*\*AA302 Enclosed\*\*

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: Dell Marketing L.P.

SIGNATURE: 

\*To the best of my knowledge and belief.

TITLE: Advisor-Contracts

**CITY OF JERSEY CITY, NJ**  
**DEPARTMENT:** Administration  
**PURPOSE:** Medical Services

**REQUEST FOR PROPOSAL**  
**DIVISION:** Personnel  
**DUE DATE:** 12/18/2009

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## **SECTION 1: GENERAL INFORMATION & SUMMARY**

### **1.1 Organization Requesting Proposal**

City of Jersey City - Department of Administration/Division of Personnel  
280 Grove St.  
Jersey City, NJ 07302

### **1.2 Contact Person**

Larry Ross  
Personnel Director  
Department of Administration/Division of Personnel  
280 Grove St.  
Jersey City, NJ 07302  
(201) 547-5700  
[LarryR@jcnj.org](mailto:LarryR@jcnj.org)

### **1.3 Procurement Process**

This contract will be awarded as a professional services agreement using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.*

Note that the successful vendor is required to complete a Political Contribution Disclosure Form pursuant to City Ordinance 08-128 certifying that vendor will make no reportable contributions during the term of the contract.

The City Council will vote to approve a resolution awarding a contract to the contractor for a sum not to exceed a specified amount.

### **1.4 Contract Form**

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

### **1.5 Informational meeting**

There will not be an informational meeting for this RFP process.

**CITY OF JERSEY CITY, NJ**  
**DEPARTMENT:** Administration  
**PURPOSE:** Medical Services

**REQUEST FOR PROPOSAL**  
**DIVISION:** Personnel  
**DUE DATE:** 12/18/2009

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**1.6 Submission deadline**

Proposals must be submitted to, and be received by the Department of Administration/Division of Personnel, via mail or hand delivery, by 11:00 a.m. prevailing time on December 18, 2009 . Proposals will not be accepted by facsimile transmission or e-mail.

**1.7 Opening of proposals**

Proposals shall be opened in public at 11:00 a.m. prevailing time on December 18, 2009 in the Division of Personnel Conference Room, located at 280 Grove Street, Room 103, Jersey City, NJ.

**1.8 Definitions**

The following definitions shall apply to and are used in this Request for Proposal (RFP):

"City" - refers to the City of Jersey City.

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Consultant" or "Consultants" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Vendor" or "Vendors" - refers to the interested persons and/or firm(s) that submit a Proposal.

**1.9 Submission address**

All proposals should be sent to:

**Larry Ross**  
**Personnel Director**  
**280 Grove Street**  
**Room 103**  
**Jersey City, NJ 07302**

**CITY OF JERSEY CITY, NJ**  
**DEPARTMENT:** Administration  
**PURPOSE:** Medical Services

**REQUEST FOR PROPOSAL**  
**DIVISION:** Personnel  
**DUE DATE:** 12/18/2009

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**SECTION 2: INTRODUCTION AND GENERAL INFORMATION**

**2.1 Introduction and Purpose**

The City of Jersey City is seeking proposals from a qualified doctor or medical staff of doctors for services as described herein.

**2.2 Fair and Open Process**

This contract will be awarded as a professional services agreement using the "fair and open" process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq.

The City has structured a procurement process that seeks to obtain the desired services, while establishing a competitive environment to assure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP. Proposals will be evaluated in accordance with the criteria set forth in Section 6 of this RFP, which will be applied in the same manner to each proposal received.

**2.3 Evaluation Committee**

Proposals will be reviewed and evaluated by the City's Business Administrator and Assistant Business Administrator. The proposals will be reviewed to determine if the Respondent has met the professional, administrative, and subject areas described in this RFP.

**2.4 Procurement Schedule**

The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

<u>Activity</u>	<u>Date</u>
1. Issuance of Request for Proposals	Dec 08, 2009
2. Receipt of Proposals	Dec 18, 2009
3. Completion of evaluation of Proposals	Dec 31, 2009
4. Award of contract	Jan 13, 2010

**2.5 Addenda or Amendments to RFP**

During the period provided for the preparation of responses to the RFP, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

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All communications concerning this RFP or the RFP process shall be directed to the City's contact person, in writing, via fax, or via e-mail. Responses to all questions will be forwarded as addenda to all prospective respondents who have provided contact information. It is the prospective vendor's responsibility to provide accurate contact information.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this RFP in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

## **2.6 Rights of the City**

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

## **2.7 Cost of Proposal Preparation**

Each Proposal and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

## **2.8 Proposal evaluation**

Proposals will be evaluated by the City's Business Administrator and Personnel Director, based on the specific criteria detailed in Section 6.

## **2.9 Written Proposal**

Prospective vendors must submit a written proposal in a format specified by the City. The required format is detailed in Section 3.

## **2.10 Oral presentation**

There will be no oral presentation for this project.

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### **2.11 Additional requirements**

Consultant is required to comply with requirements of P.L. 1975, c. 127, the Law Against Discrimination and with N.J.A.C 17:27-1.1 et seq, the Affirmative Action Rules.

A party responding to this RFP must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, or non-profit organization. If a party is a subsidiary or direct or indirect affiliate of any other organization , it must indicate in its proposal the name of the related organization and the relationship. If a party responding to this RFP is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.

Section 7 of this document describes general terms and conditions. Section 8 of this document contains required administrative forms which must accompany all proposals. Exclusion of any required form is grounds for rejection of proposals.

### **2.12 Disposition of RFP**

Upon submission of a Proposal in response to this RFP, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with law.

### **2.13 City of Jersey City "Pay to Play" Ordinance**

On September 3, 2008, the City Council adopted Ordinance 08-128 which places stricter requirements on the issuance of "fair and open" contracts than does the State "Pay-to-Play" law. Specifically, it prohibits political contributions in excess of certain thresholds during the life of a contract awarded pursuant to a "fair and open" process and requires vendors to complete a certification of compliance. A copy of the ordinance and the certification are included in this document.

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### **SECTION 3: WRITTEN PROPOSAL FORMAT**

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected. The Respondent shall, as part of its Proposal, provide the following information:

#### **3.1 Qualifications**

- a. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Proposal.
- b. An executed Letter of Qualification. (Sample letter in Section 8)
- c. Name, address and telephone number of the Respondent submitting a Proposal pursuant to this RFP, and the name of the key contact person.
- d. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each Respondent, its ownership and its organizational structure.
  - (1) Provide the names and business addresses of all Principals of the Respondent submitting the Proposal. For purposes of this RFP, "Principals" means persons possessing an ownership interest in the Respondent. If the Respondent is a corporation, "Principals" shall include each investor who has any operational control over the Respondent, and every stockholder having an ownership interest of 10% or more in the firm. (Sample form in Section 8)
  - (2) If a Respondent is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the Respondent submitting a Proposal. Describe the approval process.
  - (3) If the Respondent is a partnership or a joint venture or similar organization, provide comparable information as required in (2) above for each member of the partnership, joint venture or similar organization.
  - (4) A statement that the Respondent has complied with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance. (Sample forms in Section 8)

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- e. The number of years Respondent has been in practice under the present name.
- f. The number of years Respondent has been under the current management.
- g. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If yes, please explain.
- h. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
- i. Confirm appropriate federal and state licenses to perform activities.
- j. An executed letter of intent. (Sample letter in Section 8)

**3.2 Professional Information**

- a. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFP. At a minimum, the following information on past experience should be included as appropriate to the RFP:
  - 1. Description and scope of work by Respondent.
  - 2. Name, address and contact information of references.
  - 3. Explanation of perceived relevance of the experience to the RFP.
- b. Brief description of Respondent's relevant clients including municipal government clients during the last three (3) years.
- c. Resumes of key employees.
- d. Names and resumes of physicians who will be assigned to provide services to the City if the City awards a contract to Respondent.
- e. List all immediate relatives of Principal(s) of Respondent who are City employees or elected officials of the City. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, brother, sister, child, stepchild, direct-line aunt or uncle, grandparent, grandchild and in-laws.

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- f. A listing of all other engagements where services of the types being proposed were provided in the past five (5) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.

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#### **SECTION 4: SCOPE OF SERVICES**

The Department of Administration/Personnel Division of the City of Jersey City is seeking a doctor or assigned medical staff of doctors to perform medical services outlined in the attachment.

##### **4.1 General**

The City of Jersey City is seeking a doctor or assigned medical staff of doctors to perform the following:

- Pre-employment Physicals- civilians and members of uniformed services
- Annual Physicals- members of uniformed services
- Hazardous Waste Material (Haz-Mat) Physicals-members of uniformed services
- OSHA Respirator Medical Evaluations- members of uniformed fire services
- Bicycle Physical- members of uniformed police services
- Return to Work after Sickness Physicals- civilian and members uniformed services
- Test Relative to Disability Pension Applications-civilian and members uniformed services
- Certification of Illness in cases of illness in suspected abuse of sick/injury leave cases

A brief description of the scope of services to be performed in the aforementioned categories follows.

##### **4.2 Pre-employment Physicals**

A. Pre-employment Civilian Employees (30 - 60 per year):

1. Review of medical history
2. Clinical examination
3. Blood Count
4. Routine urinalysis for sugar & kidney function
5. E.K.G. (Only for applicants over 45yrs. of age)
6. Chest X-Ray- only if warranted by physician and approved by Personnel Division
7. Rubella-only for Public Health Nurse Applicants
8. Mantoux-PPD only for Public Health Nurse applicants
9. Drug Screening

**B. Pre-employment Uniformed Employees- Police & Fire (30 - 70 per year):**

1. Review medical history
2. Clinical examination
3. Blood Count
4. Routine Urinalysis for sugar & kidney function
5. E.K.G.
6. Chest X-Ray
7. SMA 6 (Liver & general if necessary)
8. Blood Serum Triglycerides
9. Cardiac Stress Test
10. Test for Venereal Disease
11. Two step PPD (Tuberculin Test)
12. Pulmonary Function Test
13. Drug Screening Test- (Alcohol & Substance Abuse)

**4.3 Annual Physical-Uniformed Police & Fire**

Anticipate between 5-10 per year:

1. Review medical history
2. Clinical examination
3. Blood Count
4. Routine Urinalysis for sugar & kidney function
5. E.K.G.
6. Chest X-Ray
7. SMA 6 (Liver & general if necessary)
8. Test for Venereal Disease
9. Two step PPD (Tuberculin Test)
10. Pulmonary Function Test

**4.4 Hazardous Waste Material (Haz-Mat) Baseline Physical - Uniformed Police & Fire**

Anticipate between 160-170 per year:

1. Physical Examination including history
2. Laboratory Studies (CBC & urinalysis)
3. Electrocardiogram
4. Pulmonary Function Test (with Pulmonologist interpretation)
5. Audiometric Test (Industrial hearing test)
6. Chest X-Ray (written interpretation)

**4.5 OSHA Respirator Medical Evaluation-Uniformed Fire**

Anticipate between 30-40 per year:

1. Employee reading and interpretation of the Respirator Medical Evaluation Questionnaire
2. Employee physical examination
3. Employee pulmonary function test \*
4. Employee X-Ray \*
5. Employee E.K.G \*

\* Shall denote that such test will be provided if necessary and authorized by the Personnel Director

**4.6 Bicycle Physical for Uniformed Police Officers**

Anticipate between 10-15 per year:

1. Employee basic physical examination
2. Pulmonary function test

**4.7 Return to Work After Sickness Physical -Civilian & Uniform**

Anticipate between 700-800 per year (mostly uniformed Police & Fire). Examine employee with respect to illness to ascertain employee's fitness to return to work

**4.8 Tests- Disability Pension Applications**

Anticipate between 1-10 per year. Perform test designated by the Division of Personnel and evaluate results of tests.

**4.9 Certification of Illness (abuse sick/injury leave)**

Anticipate between 100-150 per year. Examine employee and render an objective opinion in writing to the Personnel Division as to legitimacy of an employee's illness.

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**4.10 Other Requirements**

**A.** Availability for the assigned work are required as follows:

1. Pre-employment Physicals/Annual Physicals Civilian & Uniformed (Monday-Friday)- 8:30 AM -5:00PM and on Saturday from 8:30-12:00PM).

If Saturday examinations are required, the City will notify the vendor at least one week in advance.

2. Tests for Disability Pension Applications-(Monday-Friday) 8:30AM-5:00PM).

3. Return to Work after Sickness Physical- **Monday-Sunday (24 hrs).**

4. Certification of Illness- **(Monday-Sunday) - (24hrs).**

**B.** Assigned work to be performed within the following time frame:

1. Pre-employment Physical/Annual Physical-within two (2) working days of notice by phone or facsimile. In instances where the City seeks to schedule more than forty (40) physicals a week, five (5) working day's notice will be given.

2. Return to Work-on date of notice by phone or facsimile with a maximum of two (2) hour lead time given by the Division of Personnel.

3. Tests for Disability Pension Applications- within five (5) working days of call.

4. Certification of Illness- on date of notice by phone with a maximum of two (2) hour lead time given by the Personnel Division.

**C.** Results of all assigned work will be given to the Division of Personnel and/or person designated by the Director of Personnel via phone or facsimile on the following work day and in writing (copy of physicals, opinion, etc.) within four (4) working days.

**D.** Vendor agrees that examining physicians shall, if requested, make themselves available and shall testify in legal proceedings as to results of their examinations. The City shall pay the vendor a fee to be negotiated with vendor for this service.

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- E.** Billing will be done on a monthly basis itemized (pre-employment, return to work, annual etc.) and properly substantiated. Billing will be addressed to the City of Jersey City, Division of Personnel, 280 Grove Street, Jersey City, N.J. 07302.
- F.** Vendor will provide the City with the names and resumes of any physician who will be examining employees under this contract. The Division of Personnel may request that a physician no longer be assigned to examinations.
- G.** Free parking will be provided to City employees to be utilized while being examined, either in a facility owed by the vendor or via a reimbursement/validation process. The parking lot will be in close proximity to the medical facility.
- H.** Vendor will maintain offices in Jersey City.

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## **SECTION 5: PROPOSAL SUBMISSION REQUIREMENTS**

To be responsive, Proposals must provide all requested information, and must be in strict conformance with the instructions set forth herein. Proposals and all related information must be bound, and signed and acknowledged by the Respondent.

### **5.1 Number of copies**

One original copy with authorized signatures.

### **5.2 Proposal media**

Proposals forwarded by facsimile or e-mail will not be accepted.

### **5.3 Proposal format**

To facilitate a timely and comprehensive evaluation of all submitted proposals, it is essential that all Vendors adhere to the required response format. The City of Jersey City requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Vendor in response to requirements. The required format is detailed in Section 3.

The City of Jersey City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains conflicting information, the City of Jersey City at its option may either request clarification or may consider the information unresponsive.

### **5.4 Proposal length**

The exact presentation and layout format of proposals is up to the discretion of the Vendor.

### **5.5 Submission deadline**

Proposals must be received by the City no later than 11:00 a.m. prevailing time on December <sup>18</sup>~~14~~, 200~~9~~, and must be mailed or hand-delivered.

**SECTION 6: PROPOSAL EVALUATION**

The City's objective in soliciting Proposals is to enable it to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

**6.1 Evaluation methodology**

Proposals will be evaluated by the Business Administrator and Personnel Director to select a Respondent that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

Proposals will be evaluated by the City on the basis of which is the most advantageous, price and other factors considered. The evaluation will consider:

- a. Experience and reputation in the field; and
- b. Price proposal; and
- c. Availability to accommodate the required scheduling of the City; and
- d. Other factors demonstrated to be in the best interest of the City.

Each Proposal must satisfy the objectives and requirements detailed in this RFP.

The City will select the most advantageous Proposals based on all of the evaluation factors set forth in this RFP. The City will make the award(s) that is in the best interest of the City.

Each Proposal must satisfy the objectives and requirements detailed in this RFP. Successful Respondents shall be determined by an evaluation of the total content of the Proposal submitted. The City reserves the right to:

- a. Not select any of the Proposals;
- b. Award a contract for the requested services at any time within the qualification period.

Every Proposal should be valid through this time period.

The City shall not be obligated to explain the results of the evaluation process to any Respondent.

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**6.2 Contract award**

A contract will be awarded as a professional services agreement, as defined by the Local Public Contracts Law, N.J.S.A 40A:11-5 (1) (a) (ii), pursuant to the "fair and open" provisions of the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.*

The Municipal Council will vote to accept the proposal of a Consultant within 60 days of the receipt of proposals, except that the proposals of any Consultants who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

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## **SECTION 7: GENERAL TERMS AND CONDITIONS**

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

### **7.1 City's right to reject**

The City reserves the right to reject any or all proposals, if necessary, or to waive any informalities in the proposals, and, unless otherwise specified by the Respondent, to accept any item, items or services in the Proposal should it be deemed in the best interest of the City.

### **7.2 Original/Authorized signatures**

Each proposal and all required forms must be signed in ink by a person authorized to do so.

### **7.3 Delivery of proposals**

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Respondents. In the case of mailed proposals, the City assumes no responsibility for proposals received after the designated date and time and will return late proposals unopened. Proposals will not be accepted by facsimile or e-mail.

### **7.4 Affirmative Action requirements**

Consultants are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/contractors shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photo copy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (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 consultant's attention is also called to Section 8 of this document which contains the required information and forms. For information on AA/EEO requirements and forms only, please contact:

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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)

**7.5 Business Registration Certificate**

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).

Consultants are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury.

For more information on obtaining a BRC, see Section 8.

**7.6 Clarification of RFP**

Should any difference arise as to the meaning or intent of this RFP, the City's Business Administrator's decision shall be final and conclusive.

**7.7 Indemnification**

The Vendor, if awarded the contract, agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the contractor, its servants or agents.

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**7.8 Insurance requirements**

The consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the City when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$2,000,000
- Workers Compensation in the statutory amount of \$100,000
- Automobile Liability in the amount of \$1,000,000
- Professional Liability in the amount of \$1,000,000

**7.9 Termination**

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days written notice to the other party, Regardless, the City reserves the right to cancel the contract by providing 30 days written notice to the consultant.

**SECTION 8: REQUIRED ADMINISTRATIVE FORMS**

**Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing's review.**

**CITY OF JERSEY CITY**

**PROJECT:**            Medical Services for Municipal Employees

**RESPONDENT:**        \_\_\_\_\_

**RESPONDENT'S CHECKLIST**

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. MWBE Questionnaire		
F. Affirmative Action Compliance Notice		
G. Employee Information Report		
H. Business Registration Certificate		
I. Letter of Qualification		
J. Letter of Intent		
K. Price Proposal		
L. Certification of Compliance (Ord 08-128)		
M. Original signature(s) on all required forms.		

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am \_\_\_\_\_

of the firm of \_\_\_\_\_

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 \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

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

**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

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

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

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

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

**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):** \_\_\_\_\_

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

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

**Tel. No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**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):** \_\_\_\_\_

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

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

**Tel. No.:** \_\_\_\_\_ **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 proposal.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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.

**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: \_\_\_\_\_

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

PRINT  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)**

Vendor must submit one of the following 3 documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (submitted to NJ State Dept of Treasury)

<p>U.S. Department of Labor</p>	<p>Employment Standards Administration Office of Federal Contract Compliance Program</p>	
<p>Newark Area Office 134 Evergreen Place, Fourth Floor East Orange, NJ 07018</p>		
<p>February 27, 19__</p>	<p>Reply to the attention of:</p>	
<p>President</p>		
<p>Dear</p>		
<p>our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.</p>		
<p>We found no apparent deficiencies or violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.</p>		
<p>The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.</p>		
<p>Sincerely,</p>		
<p>Area Office Director</p>		

Certification \_\_\_\_\_

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**VOID**

This is to certify that the contractor named herein has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of \_\_\_\_\_

**VOID**



State Treasurer

**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 predominant 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 Phillippine 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 awarding 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**

Form: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf)  
Instructions: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf)

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form. If you need further information on AA/EEO forms and/or requirements, please contact:

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@cnj.org](mailto:abuanJ@cnj.org)



**BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC**

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>

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

**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non 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 of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

**For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.**

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT  
TAXPAYER IDENTIFICATION#: 870-067-382/500  
ADDRESS: 847 ROEBLING AVE, TRENTON, NJ 08611  
EFFECTIVE DATE: 07/14/04

TRADE NAME: CLIENT REGISTRATION  
SEQUENCE NUMBER: 8107  
ISSUANCE DATE: 07/14/04

*J.P. S. Kelly*  
Agent/Owner

This Certificate is NOT assignable or transferable. It must be surrendered if placed at above address.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT  
Trade Name:  
Address: 847 ROEBLING AVE, TRENTON, NJ 08611  
Certificate Number: 1093907  
Date of Issuance: October 14, 2004

For Office Use Only:  
280-41014112823533

**LETTER OF QUALIFICATION**

**Note: To be typed on Respondent's Letterhead.  
No Modifications may be made to this letter.  
[insert date]**

Attn: Larry Ross  
Personnel Director  
Jersey City Department of Administration  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Dear Mr. Ross:

The undersigned have reviewed the Proposal submitted in response to the Request for Proposals (RFP) issued by the City of Jersey City (City), dated October 27, 2008, in connection with the City's need for [insert services].

We affirm that the contents of our Proposal (which Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of **(Name of Respondent)**.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief  
Executive Officer

Financial Officer

(Signature of Chief

(Typed Name and Title

(Typed Name and Title

(Typed Name of Firm)\*

(Typed Name of Firm) \*

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

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

\*If joint venture, partnership or other formal organization is submitting a Proposal, each participant shall execute this Letter of Qualification.

**LETTER OF INTENT**

**(Note: To be typed on Respondent's Letterhead. No Modifications may be made letter.**

**bt**

[insert date]

Attn: Larry Ross  
Personnel Director  
Jersey City Department of Administration  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Dear Mr. Ross:

The undersigned as Respondent, has (have) submitted the attached Proposal in response to a Request for Proposals (RFP), issued by the City of Jersey City (City), dated November 25, 2009, in connection with the City's need for [insert services].

**Name of Respondent HEREBY STATES**

1. The Proposal contains accurate, factual and complete information.
2. **Name of Respondent** agrees (agree) to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. **Name of Respondent** acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **Name of Respondent** hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal 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. **(Name of Respondent)** declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, 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. **Name of Respondent** 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 RFP.
7. **Name of Respondent** acknowledges that any contract executed with respect to the provision of [insert 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.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Chief Executive Officer)

\_\_\_\_\_  
(Typed name and Title)

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

\_\_\_\_\_  
(Typed name of Firm)

\* If a joint venture, partnership or other formal organization is submitting a Proposal, each participant shall execute this Letter of Intent.

**PRICE PROPOSAL**

Please submit a unit price schedule for each of the following:

**Procedure**

**Unit price**

Pre-employment Physical-Civilian  
No EKG, Chest X-Ray or Rubella

\_\_\_\_\_

Pre-employment Physical-Uniformed Police & Fire

\_\_\_\_\_

Annual Physical-Uniformed Police & Fire  
(Not to include Cardiac Stress Test &  
Blood Serum Triglycerides Uric Acid)

\_\_\_\_\_

Haz-Mat-Uniformed Police Fire

\_\_\_\_\_

OSHA Respirator Medical Evaluation Questionnaire  
Reading & Interpretation- Uniform Fire (includes no. 1)

\_\_\_\_\_

OSHA Respirator Medical Examination Uniformed Fire  
(includes no. 2 only)

\_\_\_\_\_

OSHA Pulmonary Function Test (includes no. 3 only)

\_\_\_\_\_

Bicycle Physical Uniformed Police

\_\_\_\_\_

EKG

\_\_\_\_\_

Chest X-Ray

\_\_\_\_\_

Rubella

\_\_\_\_\_

Mantoux

\_\_\_\_\_

Return to Work (examination of sick/injured employees)

\_\_\_\_\_

Certification of Illness (suspected abuse of sick/injury leave)

\_\_\_\_\_

Hepatitis

\_\_\_\_\_

Urine & Drug Screening

\_\_\_\_\_

Flu Shots

\_\_\_\_\_

Audiology Test

\_\_\_\_\_

Random Drug Testing

\_\_\_\_\_

**PRICE PROPOSAL - CONTINUED**

In space provided below, list any additional days or hours in excess of the minimum requirements listed that your facility is available (or write "None"):

Prepared by:

---

Print name

---

Title

---

Signature

---

Date

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

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: \_\_\_\_\_

Signed \_\_\_\_\_ Title: \_\_\_\_\_

Print Name \_\_\_\_\_ Date: \_\_\_\_\_

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.**

**EMPLOYEE MEDICAL SERVICES:  
TO CONDUCT MEDICAL EXAMINATIONS OF CIVILIAN  
AND UNIFORMED EMPLOYEES AND APPLICANTS FOR  
EMPLOYMENT**

**PROPOSAL**

**ISSUED BY:  
MIDTOWN OCCUPATIONAL MEDICINE**

CITY OF JERSEY CITY  
PERSONNEL

2009 DEC 18 AM 10:41

RECEIVED

**SECTION 8: REQUIRED ADMINISTRATIVE FORMS**

Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing's review.

**CITY OF JERSEY CITY**

**PROJECT:** Medical Services for Municipal Employees

**RESPONDENT:** Midtown Occupational Medicine, LLC

**RESPONDENT'S CHECKLIST**

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized	EPB	
B. Public Disclosure Statement	EPB	
C. Mandatory Affirmative Action Language	EPB	
D. Americans with Disabilities Act	EPB	
E. MWBE Questionnaire	EPB	
F. Affirmative Action Compliance Notice	EPB	
G. Employee Information Report	EPB	
H. Business Registration Certificate	EPB	
I. Letter of Qualification	EPB	
J. Letter of Intent	EPB	
K. Price Proposal	EPB	
L. Certification of Compliance (Ord 08-128)		
M. Original signature(s) on all required forms.	EPB	

**NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:**

EDWARD F BOYLAN, MD

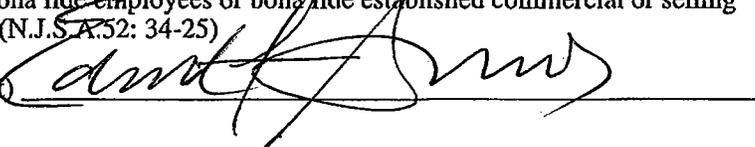
I certify that I am \_\_\_\_\_

of the firm of MIDTOWN OCCUPATIONAL MEDICINE, 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. 17:27: 34-25)

(Signature of respondent)



SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

17th December OF 20 09

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)



NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**SACHIN V. SHAM**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 10/18/2011

**(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
/		

SIGNATURE: *Edward J. ...*

TITLE: CEO

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 17th DECEMBER OF 20 09

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) *Sachin V. Sham*

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**SACHIN V. SHAM**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires **10/19/2011**

(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)**

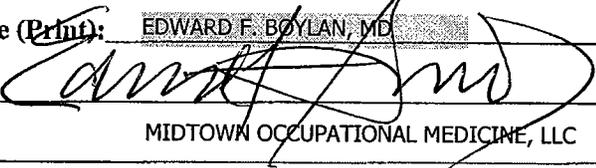
use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes 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): EDWARD F. BOYLAN, MD  
Representative's Signature:   
Name of Company: MIDTOWN OCCUPATIONAL MEDICINE, LLC

Tel. No.: 201-656-2300 Date: 12/16/09

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

The contractor and the Midtown Occupational Medicine 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 USC. 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.

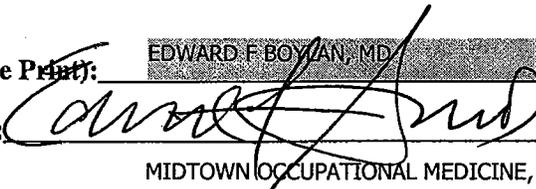
The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the 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.

**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**: EDWARD F. BOYAN, MD

Representative's Signature: 

Name of Company: MIDTOWN OCCUPATIONAL MEDICINE, LLC

Tel. No.: (201) 656-8700 Date: 12/16/09

**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 proposal.

Business Name: MIDTOWN OCCUPATIONAL MEDICINE, LLC

Address: 550 Newark Avenue, Suite 308, JC, NJ 07306

Telephone No.: (201)656-8700

Contact Name: MELISSA CRECCO (ADMINISTRATOR)

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.

**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.

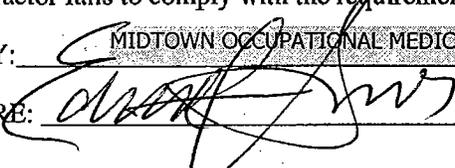
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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: MIDTOWN OCCUPATIONAL MEDICINE, LLC

SIGNATURE:  DATE: 12/16/09

PRINT NAME: EDWARD F. BOYLAN, MD TITLE: CEO

Certification 19851

**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-2006** to **15-JUN-2013**



**MIDTOWN OCCUPATIONAL MEDICINE  
550 NEWARK AVENUE, SUITE 808  
JERSEY CITY NJ 07306**



*Bradley Abelen*

State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	MIDTOWN PRIMARY CARE LLC
<b>Trade Name:</b>	
<b>Address:</b>	101 EISENHOWER PARKWAY ROSELAND, NJ 07068
<b>Certificate Number:</b>	0088198
<b>Effective Date:</b>	November 17, 2000
<b>Date of Issuance:</b>	June 19, 2009

**For Office Use Only:**  
20090619143751424

Edward F. Boylan, M.D.



(201) 656-8700  
Fax: (201) 656-2390

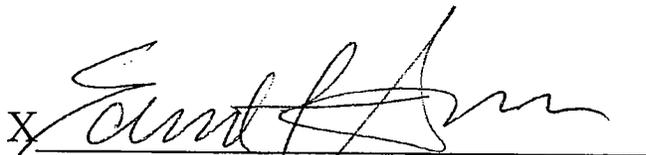
Midtown Occupational Medicine  
550 Newark Avenue, Suite 308  
Jersey City, New Jersey 07306

Attn: Larry Ross  
Personnel Director  
Jersey City Department of Administration  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

Dear Mr. Ross,

The undersigned have reviewed the Proposal submitted in response to the Request for Proposals (RFR) issued by the City of Jersey City, dated October 27, 2008, in connection with the City's need for Medical Services for Municipal Employees.

We affirm that the contents of our Proposal (Which Proposal is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Proposal is submitted in good faith upon express understanding that any false statement may result in the disqualification of Midtown Occupational Medicine.

X   
\_\_\_\_\_  
Edward F. Boylan, MD, CEO  
Midtown Occupational Medicine, LLC

Dated: December 16, 2009

Edward F. Boylan, M.D.



(201) 656-8700  
Fax: (201) 656-2390

Midtown Occupational Medicine  
550 Newark Avenue, Suite 308  
Jersey City, New Jersey 07306

December 16, 2009

Attn: Larry Ross  
Personnel Director  
Jersey City Department of Administration  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

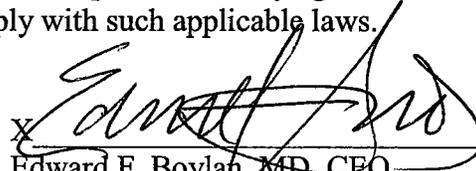
Dear Mr. Ross:

The undersigned as Respondent, has submitted the attached Proposal in response to a Request for Proposals (RFP), issued by the City of Jersey City, dated November 25, 2009, in connection with the City's need for Medical Services for Municipal Employees.

Midtown Occupational Medicine HEREBY STATES

1. The Proposal contains accurate, factual and complete information.
2. Midtown Occupational Medicine 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. Midtown Occupational Medicine acknowledges that all costs incurred by it in connection with the preparation and submission of the Proposal and any proposal prepared and submitted in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. Midtown Occupational Medicine hereby declares that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participation Principals, but only if acceptable to the City
5. Midtown Occupational Medicine declares that this Proposal is made without connection with any other person, firm or parties who has submitted a Proposal, 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. Midtown Occupational Medicine acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgement). 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 RFR.
7. Midtown Occupational Medicine acknowledges that any contract executed with respect to the provision of **Employee Medical 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.

X   
Edward F. Boylan, MD, CEO  
Midtown Occupational Medicine

Dated: 12/16/09

**SECTION 6  
PRICE PROPOSAL**

Please submit a unit price schedule for each of the following:

	Unit price
Pre-employment Physical-Civilian (no EKG, chest X-Ray, or Rubella)	<u>100</u>
Pre-employment Physical-Uniformed Public Safety Employees	<u>450</u>
Annual Physical-Uniformed Public Safety Employees Not to include Cardiac Stress Test & Blood Serum Triglycerides Uric Acid)	<u>300</u>
Haz-Mat Physical-Civilian and Uniformed Public Safety Employees	<u>275</u>
OSHA Respirator Medical Evaluation Questionnaire Reading & Interpretation- Uniform (includes no. 1)	<u>50</u>
OSHA Respirator Medical Examination-Uniformed (includes no. 2 only)	<u>100</u>
OSHA Pulmonary Function Test-Uniformed (includes no. 3 only)	<u>70</u>
Bicycle Physical Uniformed Police	<u>210</u>
EKG	<u>25</u>
Chest X-Ray	<u>50</u>
Rubella	<u>30</u>
Mantoux	<u>20</u>
Return to Work (examination of sick/injured employees)	<u>25</u>
Certification of Illness (suspected abuse of sick/injury leave)	<u>100</u>
Hepatitis	<u>75</u>
Urine & Drug Screening	<u>25</u>
Flu Shots	<u>25</u>
Audiology Test	<u>20</u>
Random Drug Testing	<u>25</u>

**PRICE PROPOSAL – CONTINUED**

In space provided below, list any additional days or hours in excess of the minimum requirements listed that your facility is available (or write "None"):

Prepared by:

*Melissa Crecco*

Print name

*Administrator*

Title

*Melissa Crecco*

Signature

*12/16/09*

Date

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

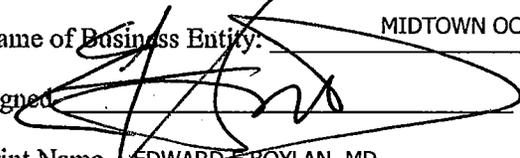
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that MIDTOWN OCCUPATIONAL MEDICINE (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 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 MIDTOWN OCCUPATIONAL MEDICINE (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.

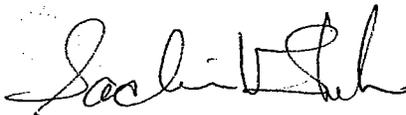
Name of Business Entity: MIDTOWN OCCUPATIONAL MEDICINE, LLC

Signed:  Title: CEO

Print Name: EDWARD F BOYLAN, MD Date: 12/17/09

Subscribed and sworn before me  
this 17th day of DEC, 2009. \_\_\_\_\_ (Affiant)

My Commission expires: \_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)



**SACHIN V. SHAM**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 10/18/2011**

\*\*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.

**SCOPE  
OF  
SERVICES**

*Summary of Selected Management and Project Experience of Dr. Edward Boylan*

Dr. Boylan was awarded his B.S. Degree from St. Peter's College, in Jersey City, NJ, in 1977. He was awarded his M.D. Degree from St. George University School of Medicine in Grenada, West Indies in 1987. He holds a license to practice medicine in the State of NJ. He attended postgraduate training in the specialty of Internal Medicine at Seton Hall School of Graduate Medical Education from July 1987 through 1990. He was awarded certification as a specialist in Internal Medicine from the American Board of Internal Medicine in 1997.

Dr. Boylan is on staff at the following hospitals: Meadowlands Hospital Medical Center, Christ Hospital, and Jersey City Medical Center.

Dr. Boylan is a member of many medical societies, including the Hudson County Medical Society, the Medical Society of New Jersey, the American Medical Association, and the National Association of Managed Care Physicians and is a Diplomat of the American College of Physicians.

Dr. Boylan has been directly involved in both the delivery and administration of occupational Medical services in Jersey City for the past 13 years.

Dr. Boylan was the Medical Director of Newcare, a Jersey City Occupational Medicine Center. In that capacity, he coordinated the treatment of Workers Compensation patients and coordinated the "On The Job Injury Program" for the County of Hudson and The Jersey City Board of Education. Dr. Boylan's efforts resulted in a significant reduction in employee lost time.

Dr. Boylan served as the Clinical Director of Workers Compensation Services and Medical Services at the Department of Occupational and Environmental Health and Safety of PMA. He serves as the current provider for the City of Jersey City Medical Services contract and has done so for the past 4 years.

Dr. Boylan also founded the Hudson County IPA.

Presently Dr. Boylan founded and is Clinical Director of Midtown Occupational Medicine Center.

Midtown Occupational Medicine is an integrated administrative and medical services organization developed in order to improve occupational medical services

in the municipal setting. This is accomplished by a multi-faceted approach to Case Management, Timely Case Reporting, and Coordination of Care.

The administrative program, implemented by Dr. Boylan, streamlined this process and provided dramatic results beginning over ten years ago.

At Midtown Occupational Medicine, the Clinical Services Director, Dr. Boylan, is in daily contact with Primary Care and Specialty Care panel physicians.

The Accounting Firm of Bruno Dibello, C.P.A., LLC. has been provided accounting and financial services to Midtown Occupational Medicine and Midtown Primary Care, LLC., since their origin.

Long years of Medical Services experience, including the Jersey City Municipal Workers Compensation Program and Medical Service Contract, as well as programs for other municipal entities such as Hudson County and the Jersey City Board of Education, and for numerous private companies and large private corporations, has provided endowed principals of Midtown Occupational Medicine with a unique perspective in the effective coordination of such enterprise as these, and in the way to deliver the highest quality of care possible while maintaining a reasonable budget.

MIDTOWN OCCUPATIONAL MEDICINE was developed by Doctor Edward F. Boylan, who will bring his considerable experience in the field Occupational Medicine to Jersey City clients.

There can be no doubt about Midtown Occupational Medicine's capability of providing the city of Jersey City with the services required, because they have been doing so effectively and efficiently for the past ten years.

## **REFERENCES**

- 1) Donna Marie Koch, DO  
287 Passaic Avenue  
Garfield, NJ 07026  
(973) 851-4142
  
- 2) Gary Cardiello, MD  
744 Broadway  
Bayonne, NJ 07002  
(201) 436-8888

RESUMES  
LICENCES  
INSURANCE

*Edward F. Boylan, M.D.*  
*550 Newark Avenue, Ste 308*  
*Jersey City, NJ 07306*

*Curriculum Vitae*

***PERSONAL DATA:***

NJ-Lic #      MA-55439  
CDS:            D53321  
DEA:            BB2527363  
UPIN:           E64985  
ECFMG:        391-578-2  
MDCR:           647149  
MDCD:           1392701-01  
CLIA:           31D1001464  
NPI:            1144286105

***EDUCATION:***

St. George Univ School of Medicine  
Grenada, West Indies      1987  
Degree: M.D.

St. Peter's College  
Jersey City, NJ              1977  
Degree: B.S.

***RESIDENCY:***

Seton Hall School of Graduate Medicine  
Internal Medicine 07/01/87-07/01/90

***CERTIFICATION:***

American Board of Internal Medicine  
Issued 1997 expires 2014

***HOSPITAL AFFILIATIONS:***

Jersey City Medical Center  
2002– present Status: Active  
Christ Hospital  
1994– present Status: Active  
Meadowlands Medical Center  
1991– present Status: Active

***PROFESSIONAL SOCIETIES:***

Hudson County Medical Society  
Medical Society of New Jersey  
American Medical Association  
National Assoc Managed Care Physicians  
American College of Physicians

***POSITIONS HELD:***

1. Med-O-Care, IPA  
President & Medical Director 1991–1994
2. Newcare Occupational Medical Center  
Medical Director 1992–1994
3. Hudson County IPA  
Founder 1992–1994
4. Pavonia Medical Associates, PA  
Clinical Director 1994–2000  
Workers Compensation 1994–2000
5. Midtown Primary Care L.L.C.  
President/Medical Director 2000–  
present
6. Midtown Occupational Medicine  
President/Medical Director 2001–  
present

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTICOLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
**Board of Medical Examiners**

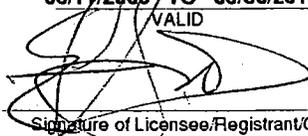
**HAS REGISTERED**

**Edward F. Boylan  
Midtown Primary Care Llc  
550 Newark Ave Ste 308  
Jersey City, NJ 073061348**

**FOR PRACTICE IN NEW JERSEY AS A(N): Medical Doctor**

**05/11/2009 TO 06/30/2011**

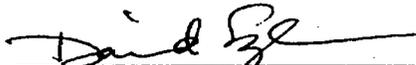
VALID



Signature of Licensee/Registrant/Certificate Holder

**25MA05543900**

LICENSE/REGISTRATION/CERTIFICATION #



DIRECTOR



James G. Sanderson DO  
3 Webster Avenue  
Jersey City, NJ 07307  
Phone 201-216-1505  
Fax 201-216-8803

Medical Practice at 3 Webster Avenue, Jersey City, NJ from 7/1/2004 to the present.

**Postgraduate Medical Education**

2000-2004 Bon Secours Canterbury Partners in Care/UMDNJ: Family Practice residency

**Medical School**

1996-2000 University of Medicine and Dentistry of New Jersey School of Osteopathic  
Medicine in Stratford, NJ: Doctor of Osteopathic Medicine (DO) degree

**Premedical Education**

1993-1996 New Jersey City University, Jersey City, NJ: Calculus II/III/IV, Immunology,  
Anatomy & Physiology, Biochemistry, Microbiology

1993-1995 Saint Peter's College, Jersey City, NJ: Biology I/II, General Chemistry I/II,  
Organic Chemistry I/II

1994 Rutgers University, Piscataway, NJ: Physics I/II

**Employment**

1985-2008 Trinity Episcopal Church, Bayonne, NJ: Director of Music/Organist

1978-1985 First (American) Baptist Church, Elmira, NY: Director of Music/Organist

**Musical Education**

1976-1978 Eastman School of Music at University of Rochester in Rochester, NY: Doctor of  
Musical Arts degree in Organ

1974-1976 University of Michigan, Ann Arbor: Master of Music degree in Organ

1970-1974 University of Montana, Missoula: Bachelor of Music degree in Organ

**High School Education**

1967-1970 Sentinel High School, Missoula, MT

1966-1967 Hellgate High School, Missoula, MT

**Certifications and Licenses**

NJ State Medical License

Controlled and Dangerous Substances Permit

DEA Permit

**Memberships**

AOA (American Osteopathic Association)

NJAOPS (New Jersey Association of Osteopathic Physicians and Surgeons)

ACOFPP (American College of Osteopathic Family Physicians)

**Board Certification**

American Osteopathic Board of Family Physicians 2004

**Hospital Privileges - - Active Medical Staff**

Bayonne Medical Center, Bayonne, NJ

Christ Hospital, Jersey City, NJ



James G. Sanderson DO  
3 Webster Avenue  
Jersey City, NJ 07307  
Phone 201-216-1505  
Fax 201-216-8803

Medical Practice at 3 Webster Avenue, Jersey City, NJ from 7/1/2004 to the present.

**Postgraduate Medical Education**

2000-2004 Bon Secours Canterbury Partners in Care/UMDNJ: Family Practice residency

**Medical School**

1996-2000 University of Medicine and Dentistry of New Jersey School of Osteopathic  
Medicine in Stratford, NJ: Doctor of Osteopathic Medicine (DO) degree

**Premedical Education**

1993-1996 New Jersey City University, Jersey City, NJ: Calculus II/III/IV, Immunology,  
Anatomy & Physiology, Biochemistry, Microbiology

1993-1995 Saint Peter's College, Jersey City, NJ: Biology I/II, General Chemistry I/II,  
Organic Chemistry I/II

1994 Rutgers University, Piscataway, NJ: Physics I/II

**Employment**

1985-2008 Trinity Episcopal Church, Bayonne, NJ: Director of Music/Organist

1978-1985 First (American) Baptist Church, Elmira, NY: Director of Music/Organist

**Musical Education**

1976-1978 Eastman School of Music at University of Rochester in Rochester, NY: Doctor of  
Musical Arts degree in Organ

1974-1976 University of Michigan, Ann Arbor: Master of Music degree in Organ

1970-1974 University of Montana, Missoula: Bachelor of Music degree in Organ

**High School Education**

1967-1970 Sentinel High School, Missoula, MT

1966-1967 Hellgate High School, Missoula, MT

**Certifications and Licenses**

NJ State Medical License

Controlled and Dangerous Substances Permit

DEA Permit

**Memberships**

AOA (American Osteopathic Association)

NJAOPS (New Jersey Association of Osteopathic Physicians and Surgeons)

ACOFPP (American College of Osteopathic Family Physicians)

**Board Certification**

American Osteopathic Board of Family Physicians 2004

**Hospital Privileges - - Active Medical Staff**

Bayonne Medical Center, Bayonne, NJ

Christ Hospital, Jersey City, NJ

**State Of New Jersey**  
**New Jersey Office of the Attorney General**  
**Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
 Board of Medical Examiners

HAS REGISTERED

**JAMES G. SANDERSON**  
 3 Webster Avenue  
 Jersey City, NJ 073071824

FOR PRACTICE IN NEW JERSEY AS A(N): Doctor of Osteopathy

05/04/2009 TO 06/30/2011  
 VALID

**25MB07524000**  
 LICENSE/REGISTRATION/CERTIFICATION #

*James G. Sanderson DO*  
 Signature of Licensee/Registrant/Certificate Holder

*David P. [Signature]*  
 DIRECTOR

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

City Clerk File No. Res. 10-122

Agenda No. 10.0

Approved: FEB 24 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIMENSION DATA TO PROVIDE RESOURCES FOR NEW VOIP PHONE SYSTEM AT CITY HALL UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF INFORMATION TECHNOLOGY**

---

**COUNCIL**

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

**WHEREAS**, there exists a need for **VOIP Phone System** for the Department of Administration/ Division of Information Technology; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 and allowing municipalities to use State Contracts without public bidding; and

**WHEREAS**, **Dimension Data US, 100 Motor Parkway, Suite 158, Happaug, New York 11788** being in possession of **State Contract Number A73979**, will deliver to the City of Jersey City, Installation of a Cisco VOIP Phone System in the Total Amount of **Sixty Six Thousand, Six Hundred Sixty Three Dollars and Sixty (\$66,663.60) Cents**; and

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

**WHEREAS**, these funds are available for this expenditure in the Account shown below

**Information Technology**

<b>Acct. No.</b>	<b>P.O. No.</b>	<b>S.C. No.</b>	<b>Amount</b>
<b>04-215-55-868-990</b>	<b>99222</b>	<b>A73979</b>	<b>\$ 66,663.60</b>

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Dimension Data**, be accepted and that a contract be awarded to said company in the above amount, and the City's Acting 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 Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continue on Page 2)

TITLE: **FEB 24 2010**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIMENSION DATA TO PROVIDE RESOURCES FOR A NEW VOIP PHONE SYSTEM AT CITY HALL UNDERSTATE CONTRACT WITHOUT PUBLIC BIDDING TO THE DEPARTMENT OF ADMINISTRATION/ DIVISION 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 account shown below;

Information Technology			
Acct. No.	P.O. No.	S.C. No.	Amount
04-215-55-868-990	99222	A73979	\$ 66,663.60

Peter Folgado  
 Peter Folgado, Acting Purchasing Director

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

APPROVED AS TO LEGAL FORM

APPROVED: B O'Keilly  
 Business Administrator

[Signature]  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											2/24/10
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DIMENSION DATA NORTH AMERICA, INC.

**Trade Name:**

**Address:** 11006 RUSHMORE DR. STE 300  
CHARLOTTE, NC 28277

**Certificate Number:** 0108615

**Effective Date:** November 09, 2000

**Date of Issuance:** February 09, 2010

**For Office Use Only:**

20100209153536431



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

**M-7000  
DATA COMM. & NETWORK EQUIPMENT**

Vendor Information
Authorized Dealers
By Vendor
Email to MARIANNE BIXLER

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

Download All Documents

- NOA Text Adobe PDF (239 kb)
- State Contract Manager Adobe PDF (100 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web

site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number**

**NOAs By Title**

**Search NOAs**

<b>Index #:</b>	M-7000
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 04/20/09 TO: 05/31/10
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Purchase Bureau Use:</b>	
<b>Solicitation #:</b>	21015
<b>Bid Open Date:</b>	00/00/00
<b>CID #:</b>	
<b>Commodity Code:</b>	-
<b>Set-Aside:</b>	NONE

#### **CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

- A. Delivery: All prices F.O.B. Destination
- B. Method of Operation - State Agencies Only:

**Issue an agency purchase order to the appropriate contract vendor(s).**

#### **\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
PO Box 230  
Trenton, NJ 08625  
(609) 984-7047

**\* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

**AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS**

<b>Contract#:</b> 73979	<b>Title:</b> DATA COMM. & NETWORK EQUIPMENT
<b>Dealer/Distributor Name &amp; Address:</b>	BLUEWATER COMMUNICATIONS 110 PARKWAY DRIVE S HAUPPAUGE NY 11788-2012
<b>Contact Person:</b>	CHRIS CORDASCO
<b>Contact Phone:</b>	732-635-2581
<b>Dealer/Distributor Name &amp; Address:</b>	CDW GOVERNMENT INC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
<b>Contact Person:</b>	DANIELLE WILLIAMS
<b>Contact Phone:</b>	800-808-4239
<b>Dealer/Distributor Name &amp; Address:</b>	DIMENSION DATA NA 11006 RUSHMORE DR/STE 300 CHARLOTTE NC 28277
<b>Contact Person:</b>	ED ACKER
<b>Contact Phone:</b>	704-969-2200
<b>Dealer/Distributor Name &amp; Address:</b>	DYNTEK 5 GREENTREE CENTER 525 LINCOLN DR W/STE 310 MARLTON NJ 08053
<b>Contact Person:</b>	GUY FESSENDEN
<b>Contact Phone:</b>	856-304-5501
<b>Dealer/Distributor Name &amp; Address:</b>	EPLUS TECHNOLOGY INC 4 CROSSROADS CENTER

**In the event of an emergency, contact the following in the order listed:**

MARIANNE BIXLER	BUYER	609-292-2194
KEVIN MOORE	BUYER SUPERVISOR	609-292-1256
MARGARET QUINN	ASSISTANT DIRECTOR	609-292-2192
	<b>PUB DATE:</b>	<b>01/27/10</b>

**VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	ALCATEL LUCENT USA INC 600 MOUNTAIN AVE MURRAY HILL, NJ 07974
<b>Contact Person:</b>	NEIL HEASLIP
<b>Contact Phone:</b>	770-750-2410
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	76055
<b>Expiration Date:</b>	05/31/10
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	NO

**\* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

<b>Vendor Name &amp; Address:</b>	BROCADE COMMUNICATIONS SYSTEMS INC 1745 TECHNOLOGY DR SAN JOSE, CA 95110
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	000-000-0000
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	76056
<b>Expiration Date:</b>	05/31/10
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	NO

**\* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

<b>Vendor Name &amp; Address:</b>	CISCO SYSTEMS INC 170 WEST TASMAN DR SAN JOSE, CA 95134
-----------------------------------	---

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

**Part I - Vendor Affirmation**

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	Fulop 2009 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 R. 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
DIMENSION DATA VS INC.	11006 RUSHMORE DR. SUITE 300 CHARLOTTE NC 28277

**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: Dimension Data North America Inc

Signed: [Signature] Title: SVP/OC

Print Name: MARK S KRISTANIK Date: 6/10/09

Subscribed and sworn before me this 10 day of August, 2009

My Commission expires: 7/30/2010

[Signature]  
 (Affiant)  
Jane M. [Signature] NOTARY PUBLIC  
 (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 Dimension Data North America Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Dimension Data North America Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Dimension Data North America Inc.

Signed: [Signature] Title: CEO + GC

Print Name: MARK S KRISTANSEN Date: 8/10/09

Subscribed and sworn before me  
this 10<sup>th</sup> day of August, 2009  
My Commission expires: 7/30/2010

[Signature]  
Kenneth M. Peterson, Notary Public  
(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. 10-123

Agenda No. 10.P

Approved: FEB 24 2010

TITLE:



## Resolution Honoring Inspector Paul Reipe

On the Occasion of His Retirement from the  
Jersey City Police Department

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

**WHEREAS, Inspector Paul Reipe** attended Our Lady of Mercy Grammar School, Marist High School and St. Peters College; and

**WHEREAS, Inspector Paul Reipe** entered into public service following in the footsteps of his father, Deputy Chief William Reipe, who served the Jersey City Fire Department with pride and distinction for 32 years; and

**WHEREAS, Inspector Paul Reipe** was appointed to the Jersey City Police Department on December 17, 1979. Upon completion of training, Paul was assigned to the West District. He was promoted to Sergeant on March 8, 1988, Lieutenant, November 10, 1994, Captain on December 23, 2002 and Inspector on October 11, 2005. His assignments included West District Patrol, Street Crimes Unit, Emergency Services Unit, South District Executive Officer, South District Commander and most recently Special Operations Bureau Commander; and

**WHEREAS, Inspector Reipe** is the recipient of one Combat Cross, the POBA Valor Award, eight Excellent Police Service Awards, two Unit Citations and one World Trade Center Award; and

**WHEREAS, Inspector Paul Reipe** honorably served the Jersey City Police Department and its residents for more than thirty years of meritorious service. He retired from the Jersey City Police Department on February 1, 2010; and

**WHEREAS, Inspector Paul Reipe** is an avid Civil War historian and hopes to spend some leisure time pursuing his passion; and

**WHEREAS, Inspector Paul Reipe** and his wife Joanne are the proud parents of two teenaged boys, William and Ethan Reipe.

**NOW THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor, **Inspector Paul Reipe** on the occasion of his retirement. We wish him many years of health and happiness.

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

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keil  
Business Administrator

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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. 10-124  
 Agenda No. 10.Q  
 Approved: FEB 24 2010  
 TITLE: \_\_\_\_\_



## RESOLUTION CONGRATULATING DOMINIQUE MONTES DE OCA

On the Occasion of His Receipt of  
 The Eagle Scout Award

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

- WHEREAS,** Dominique Montes de Oca, a 2009 graduate of Aviation High School in Queens New York, attends Hudson County Community College and majors in Architecture; and
  - WHEREAS,** Dominique Montes de Oca, a member of Boy Scout Troop 466 has earned the honor of Eagle Scout. He has reached the highest level of attainment in the various tests of skills and endurance set by the Boy Scout organization. In Scouting, Eagle Scout Rank is the highest honor achieved; and
  - WHEREAS,** Dominique Montes de Oca has served as Instructor, Troop Guide and Patrol Leader in his troop; and
  - WHEREAS,** Dominique Montes de Oca enjoys basketball, football, video games and dirt bike riding; and
  - WHEREAS,** Dominique Montes de Oca Eagle Scout Project consisted of the supervision of thirteen "reading circle" chairs for the North Bergen Pre-School; and
  - WHEREAS,** An Eagle Court of Honor was held on Sunday, January 17, 2010 on behalf of Dominique Montes de Oca at St. John's Lutheran Church in Jersey City.
- NOW, THEREFORE, BE IT RESOLVED,** that the Municipal Council of the City of Jersey City hereby congratulate Dominique Montes De Oca, recipient of the Eagle Scout Award on his achievement. We wish him success in all of his future endeavors.

G:\WPDOCS\TOLONDA\RESOS\CONGRATULATING\Dominique Montes de Oca.wpd

APPROVED: \_\_\_\_\_  
 APPROVED: B. O'Reilly  
 Business Administrator

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

Certification Required   
 Not Required

APPROVED 9-0  
 2/24/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				2/24/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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. 10-125

Agenda No. 10.R

Approved: FEB 24 2010



TITLE:

**RESOLUTION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:2-51**

**WHEREAS**, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City") desires to make application to the Local Finance Board for (i) its review and consent to the adoption by the City of a refunding bond ordinance (the "Ordinance") providing for the issuance of bonds or notes (the "Refunding Obligations") in order to fund temporary emergency appropriations of the City in the amount of \$7,643,797 in connection with the payment of amounts owing to others for taxes levied in and by the City and for which no adequate provision was made in the City's budget, and (ii) its approval of the proposed maturity schedule for such Refunding Obligations; and

**WHEREAS**, the City believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the City;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City.

**WHEREAS**, the City believes that the maturity schedule contained in the Application to the Local Finance Board is in the best interests of the City;

**NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY**, as follows:

Section 1. The Application to the Local Finance Board is hereby approved, and the City's Bond Counsel, Chief Financial Officer, Business Administrator and Financial Advisor, along with other representatives of the City, are hereby authorized to prepare such application, to file such application with the Local Finance Board and to represent the City in matters pertaining thereto.

Section 2. The Clerk is hereby directed to prepare and file a copy of this Resolution and the Ordinance (if necessary) with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute, including causing its consent to be endorsed upon a certified copy of the Ordinance.

Section 4. This Resolution shall take effect immediately upon its adoption.

City Clerk File No. Res. 10-125

Agenda No. 10.R

TITLE: FEB 24 2010

APPROVED: Donna Mancini efd

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keefe  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
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. 10-126

Agenda No. 10.S

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

**WITHDRAWN**

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MUTUALLINK, INC. FOR PROVIDING INTER-OPERABLE NETWORK AND SERVICES TO THE OFFICE OF EMERGENCY MANAGEMENT WITHOUT PUBLIC BIDDING.**

**WHEREAS**, the Office of Emergency Management (OEM) has constructed a state of the art emergency center in its headquarters at 715 Summit Avenue to enhance the City of Jersey City's domestic preparedness; and

**WHEREAS**, there exists the need for to expand the current interoperable communications system throughout the City of Jersey City; and

**WHEREAS**, Resolution 10-032 approved on January 13, 2010 authorized the City of Jersey City (City) to accept a grant from the State of New Jersey Office of Homeland Security and Preparedness Fiscal Year 2009 Urban Areas Security Initiative Program; and

**WHEREAS**, N.J.S.A. 52:34-10.6(c) authorizes the City to purchase equipment paid for or reimbursed by federal funds awarded by the U.S. Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State contract for the equipment, or (2) is participating in a federal procurement program established by a federal department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, Mutuallink Group, Inc is participating in a federal procurement program established by a federal department or agency and is the holder of General Services Administration Contract GS-35F-0220R; and

**WHEREAS**, Mutuallink Group, Inc has submitted a proposal to provide and install surveillance cameras for the sum of \$144,535.00; and

**WHEREAS**, funds in this amount are available in Urban Area Security Initiative-Fire (OEM) Account No.: 02-213-40-072-405.

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

1. Pursuant to N.J.S.A. 52:34-10.6(c), a contract is awarded to Mutuallink Group, Inc., the holder of GSA Contract GS-35F-0220R, in the amount of \$144,535.00 to provide and install surveillance cameras.
2. Subject to such modifications as deemed necessary or appropriated by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement prepared by the Purchasing Agent.
3. The award of this contract shall be subject to the condition that Mutuallink, Inc., provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31, et seq.

City Clerk File No. Res. 10-126

Agenda No. 10.5

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MUTUALLINK, INC. FOR PROVIDING INTER-OPERABLE NETWORK AND SERVICES TO THE OFFICE OF EMERGENCY MANAGEMENT WITHOUT PUBLIC BIDDING**

- 4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1, et seq.

I \_\_\_\_\_, Donna Mauer, Chief Financial Office certify that funds in the amount of \$144,535.00 are available in Account No. 02-213-40-072-405.

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

APPROVED AS TO LEGAL FORM

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

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

*[Signature]*  
Business Administrator

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City

**WITHDRAWN**

**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): Mark Hatten

Representative's Signature: *Mark Hatten*

Name of Company: Mutualink, Inc.

Tel. No.: 203-949-1800 Date: 1/29/2010

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

The contractor and the \_\_\_\_\_ of **Mutualink, Inc.** (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 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.

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

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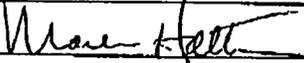
r to

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:

**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: Mark Hallen

Representative's Signature: 

Name of Company: Mutualink, Inc.

Tel. No.: 203-949-1800 Date: 1/29/2010

**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.

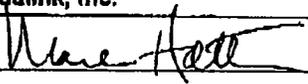
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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: Mutualink, Inc.

SIGNATURE:  DATE: 1/29/2010

PRINT NAME: Mark Hatten TITLE: CEO/Chairman

**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: Mutualink, Inc.

Address: 1269 South Broad Street, Wallingford, CT 06492

Telephone No.: 203-949-1800

Contact Name: Mark Hatten

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**

Certification 43779  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2009** to **15-AUG-2016**

MUTUALINK INC  
1269 SOUTH BROAD ST  
WALLINGFORD CT 06492



State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 292  
TRENTON, N J 08646-0292

TAXPAYER NAME:

MUTUALINK, INC

ADDRESS:

1289 SOUTH BROAD ST  
WALLINGFORD CT 06492-1737

EFFECTIVE DATE:

01/29/08

TRADE NAME

SEQUENCE NUMBER:  
1384460

ISSUANCE DATE:

01/29/08

Director  
New Jersey Division of Revenue

FORM BR/C-08-01

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

City Clerk File No. Res. 10-127

Agenda No. 10.T

Approved: FEB 24 2010

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CERTIFIED PRODUCTS CO; INC; TO FURNISH AND DELIVER VARIOUS FLUIDS AND LUBRICANTS TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, the Acting Purchasing Director acting within his authority and in conformity with N.J.S.A. 40 A:11-1 et. seq. has publicly advertised for bids for furnishing and delivering various Automotive Fluids and Lubricants for the Department of Public Works / Division of Automotive Maintenance; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received three (3) bids, the lowest bid being that from Certified Products Co; 326 Kearny Avenue, Jersey City, New Jersey 07305, in the total bid amount of one hundred sixty five thousand , five hundred seventeen dollars ( \$165,517.50 ) and fifty cents; and

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

**WHEREAS**, because this contract was awarded as an open – end contract , the City is not obligated to order the maximum of the quantity stated for each item and because of budgetary constraints, the total amount of the contract shall not exceed the sum of \$100,000.00; 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 / AUTOMOTIVE MAINTENANCE**  
**ACCOUNT # 01-201-26-315-208      PURCHASE ORDER 98345      AMOUNT : \$10,000.00**

**WHEREAS**, the remaining contract funds will be made available in the 2010 and 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 2010 and 2011 temporary and permanent budgets; and

**WHEREAS**, if funds are not available for the contract in the 2010 and 2011 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 quotation of the aforementioned Certified Products. Co; Inc; be accepted and that a contract be awarded to said company in the above amount and the acting 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 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-ET, seq; and be it further

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

**RESOLVED**, that the mayor or business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on Page 2)

City Clerk File No. Res. 10-127

Agenda No. 10.T

TITLE: FEB 2 4 2010

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CERTIFIED PRODUCTS CO; INC; TO FURNISH AND DELIVER VARIOUS FLUIDS AND LUBRICANTS TO THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 10-01-201-26-315-208 for payment of the above resolution.

Requisition # 0146929

Purchase Order # 98345

Temp.Encumbrancy \$10,000.00

RWH/sb  
February 1, 2010

APPROVED: [Signature] APPROVED AS TO LEGAL FORM  
Robert W. Hooley, Director, Department of Public Works

APPROVED: [Signature]  
Business Administrator [Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
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. 10-128  
 Agenda No. 10.U  
 Approved: FEB 24 2010  
 TITLE: \_\_\_\_\_



## RESOLUTION APPOINTING PATRICIA (PAM) ANDES AS AIDE TO COUNCILMAN STEVEN FULOP

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

**WHEREAS**, N.J.S.A. 40:69A-60.1 empowers the Jersey City Municipal Council to appoint aides; and

**WHEREAS**, Councilman Steven Fulop, requests the Municipal Council to appoint **Patricia (Pam) Andes**, of 78 Coles Street, Jersey City, New Jersey as his Aide to replace Angelica Sanchez who has resigned.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City hereby consents to the appointment of **Patricia (Pam) Andes as Aide to Councilman Steven Fulop** at a salary pursuant to law.

G:\WPDOCS\SEAN\Resol\APPOINTM\Aide to Fulop - Patricia (Pam) Andes.wpd

APPROVED: \_\_\_\_\_  
 APPROVED: B. O'Keilly  
Business Administrator

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

Certification Required   
 Not Required

**APPROVED 9-0.**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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

## Robert Byrne - Appointment of Pam Andes as my new aide

---

**From:** Steven Fulop  
**To:** Byrne, Robert  
**Date:** 2/21/2010 10:51 PM  
**Subject:** Appointment of Pam Andes as my new aide  
**CC:** pamandes@comcast.net

---

Robert,

As of February 16, 2010 Patricia (Pam) Andes resumed work officially as my aide. Pam worked previously in this position from June to September of 2009. Please let me know what my office needs to do to get her on the payroll.

Thanks

steve

Steven M. Fulop  
Jersey City Councilman  
Ward "E"  
280 Grove Street  
Jersey City, NJ 07302

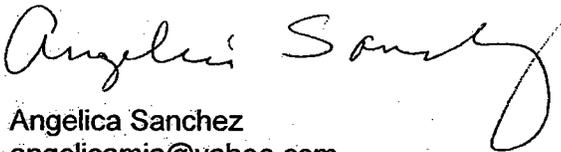
2/11/10

Councilman Steven Fulop  
280 Grove Street  
Jersey City, NJ, 07306

Dear Councilman Steven Fulop,

Please accept this letter as a formal notice of resignation from my position as Council Aide for Ward E effective February 15, 2009. Thank you for the opportunity; it has been a great pleasure working with you. If I can be of any assistance during this transition, please let me know.

Sincerely,



Angelica Sanchez  
angelicamia@yahoo.com  
201-577-1092

CC ROBERT BYRNE, CITY CLERK

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

City Clerk File No. Res. 10-029

Agenda No. 10.V

Approved: FEB 24 2010



TITLE: **RESOLUTION HONORING  
ANTHONY LAMBIASE  
ON THE OCCASION OF HIS RETIREMENT**

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

**WHEREAS, Anthony Lambiase**, was born in Jersey City on November 7, 1937, the son of Italian immigrants Maria and Gabriel Lambiase. Anthony was one of fifteen children raised in downtown Jersey City; and

**WHEREAS, Anthony Lambiase**, like his brothers and sisters, attended Public School #5 before graduating from Ferris High School; and

**WHEREAS, Anthony Lambiase** joined the military after high school and spent four years in the United States Air Force before he returned home to marry "The Girl Across the Street", Christina A. Orrico; and

**WHEREAS**, married on September 3, 1960 Anthony and Christina were blessed with three children, Francis, Charles and Jennifer. Anthony and Christina are the proud grandparents of six; and

**WHEREAS**, throughout his life Anthony was dedicated to his family, his community and his parish, Holy Rosary. His support of the church and school was very instrumental in the success of the Churches and Schools Programs. Largely through his efforts, the Holy Name Society, Annual Feast Committee, Holy Rosary Church CYO sports for both boys and girls and St Josephs' Annual Supper were possible; and

**WHEREAS**, this giving young man was concerned with quality of life issues and was the "Ex Officio" President of the Village Block Association for many years. Anthony fought for the political representation of the Village for all of his life for the betterment of all residents of the Village; and

**WHEREAS, Anthony Lambiase** began his career with the City of Jersey City as a systems Analyst in 1981. Anthony steadily rose through the ranks becoming Zoning Officer for the City in 2002. His professionalism, wit and charm will be sorely missed amongst the people who had the pleasure of working with him daily.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City does hereby wish **Anthony Lambiase** many years of health and happiness in his retirement.

APPROVED: *B. O'Keilly*  
Business Administrator

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/24/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
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

*Janitorial*

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
OFFICE OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
CHUKS PROFESSIONAL CLEANING INC

TRADE NAME:

ADDRESS:  
8 DAVIDSON ST  
BELLEVILLE NJ 07109  
EFFECTIVE DATE:

SEQUENCE NUMBER:

1218801

ISSUANCE DATE:

03/13/06

08/19/03

*J.P. Tully*

FORM-BRC(08-01)

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

State of New Jersey Division of Taxation P O Box 252 Trenton, N.J. 08646-0252 (609) 292-1730.  
This Certificate of Authority (CA-1) must be displayed at your place of business.

260-067-256/000

STATE OF NEW JERSEY  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N.J. 08688

The person, partnership or corporation named below is hereby authorized to collect:  
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.  
This authorization is null and void if any change of ownership or address is effected.

CHUKS PROFESSIONAL CLEANING INC  
8 DAVIDSON ST  
BELLEVILLE NJ 07109

*Robert K. Thompson*

Director, Division of Taxation

Tax Registration No.: XXX-XXX-256/000

Tax Effective Date: 03-09-06

Document Locator No.: C0000225408

Date issued: 03-20-06

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 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

## EXHIBIT A

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

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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. 17:27-5.3.

**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): Crystal Dodson/  
Administrative Assistant  
 Representative's Signature: [Signature]  
 Name of Company: Chick's Professional Cleaning Inc  
973-759-0074  
 Date: 2/4/10

## EXHIBIT A (Cont)

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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Letter of Federal Affirmative Action Plan Approval  
Certification of Employee Information Report  
Employee Information Report Form AA302

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 A

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

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Service and General Service Contracts

(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required form 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): LIVINUS

Mbama

Representative's Signature: [Signature]

Owner

Name of Company: Chwick's Professional

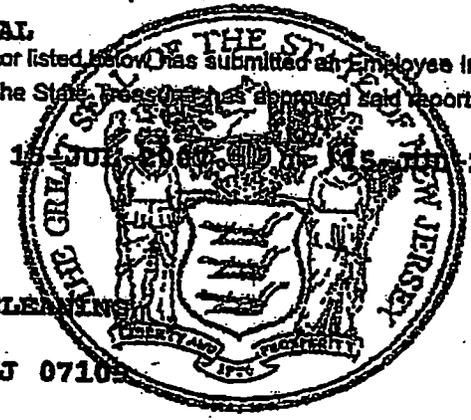
Training INC.

Tel. No.: 9737540014 Date: 12/16/09

Certification 4030  
**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 JUL 2014 TO 15 JUN 2014

**CHUKS PROFESSIONAL CLEANING**  
**8 DAVIDSON STREET**  
**BELLEVILLE NJ 07109**



*Bridley Abela*  
State Treasurer

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY

DIVISION OF PUBLIC CONTRACTS EQUAL  
EMPLOYMENT OPPORTUNITY COMPLIANCE

Form AA307

Employee Information Report

Form AA307  
Rev. 10/89

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

EMPLOYEE INFORMATION REPORT  
This report is required for all public contracts awarded by the State of New Jersey and its agencies. It is to be completed by the contractor and submitted to the State of New Jersey, Division of Public Contracts, Equal Employment Opportunity Compliance, P.O. Box 170, Trenton, NJ 08646.

SECTION I - COMPANY IDENTIFICATION

1. Name of contractor (print) **Offits Professional Cleaning Inc**  
 2. Type of business:  1. SOLE PROP.  2. PARTNERSHIP  3. JOINT VENTURE  4. S-CORP  5. OTHER  6. FEDERAL GOVERNMENT CONTRACTOR

3. Principal office address (print) **109 Washington Belleville Essex NJ 07109**  
 4. Name of primary or principal contract or work to be reported

5. Contract award or contract number:  CONTRACT IDENTIFICATION NUMBER  STATE CONTRACT IDENTIFICATION NUMBER  
 6. Contract award or contract date: \_\_\_\_\_  
 7. Contract award or contract value: \_\_\_\_\_  
 8. Contract award or contract type: \_\_\_\_\_

9. Report of contract award and date of award on your contract. Check the appropriate box and provide the following information:  
 1. The contract award is a new contract.  
 2. The contract award is a modification of a previous contract.  
 3. The contract award is a continuation of a previous contract.  
 4. The contract award is a renewal of a previous contract.

1. JOB CATEGORIES	2. RACE			3. SEX						
	WHITE	BLACK	OTHER	MALE	FEMALE	UNKN.	OTHER	UNKN.	OTHER	UNKN.
Administrative	1	X		X						
Construction	2	1	1							
Manufacturing	0	0	0							
Professional	0	0	0							
Other	0	0	0	1				1		
Unemployed	0	0	0							
Total	28	12	16	7	5			7	5	7 9
Unemployed										
Total	31	13	18	8	5			8	9	

10. How many employees are of each race or ethnic group in section 8 (check one):  
 1. Equal Opportunity  2. Affirmative Action  3. Other (specify) \_\_\_\_\_

11. How many employees are of each sex in section 8 (check one):  
 1. Equal Opportunity  2. Affirmative Action  3. Other (specify) \_\_\_\_\_

12. Date of report: **12/18/09**

13. Name of contractor: **Offits Professional Cleaning Inc**

14. Signature of contractor representative: **L. V. BARRERA**  
 Title: **President**  
 Date: **12/16/09**

WRITE - DIV. OF PUBLIC CONTRACTS (FORM AA307) CALL - DIV. OF PUBLIC CONTRACTS (609) 292-3000 FAX - PUBLIC CONTRACTS (609) 292-3000

# 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 no, so indicate by entering "None" or N/A.

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

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

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

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

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

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

**ITEM 15** - If the answer to item 14 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 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: Crystal Dodson / Administrative Assistant  
Representative's Signature: Crystal Dodson  
Name of Company: Chuks Professional Cleaning, Inc.  
Tel. No.: 973-759-0214 Date: J 24 17

**APPENDIX A**  
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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): Livinus Mbanawa

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

Name of Company: Chuk's Professional Cleaning

Tel. No.: 973-759-0014

Date: 12/16/09

Owner

**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 : Chuk's Professional Cleaning INC.  
Address : 109 Washington Ave.  
Telephone No. : 973-759-0014  
Contact Name : Livinus Mbarara

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.

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

**Non 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 of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 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."

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE

03-31-20

PRODUCER

DALE GROUP INC/PHS  
650919 P: (866)467-8730 F: (800)308-5459  
301 WOODS PARK DRIVE  
CLINTON NY 13323

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.

INSURERS AFFORDING COVERAGE

INSURER A: Hartford Ins Co of the Midwest  
INSURER B: \_\_\_\_\_  
INSURER C: \_\_\_\_\_  
INSURER D: \_\_\_\_\_  
INSURER E: \_\_\_\_\_

INSURED

CHUK'S PROFESSIONAL CLEANING INC.  
109 WASHINGTON AVE.  
BELLEVILLE NJ 07109

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<p><b>GENERAL LIABILITY</b></p> <p>COMMERCIAL GENERAL LIABILITY : 13 SBA IM1922</p> <p>CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</p> <p><input checked="" type="checkbox"/> General Liab</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input checked="" type="checkbox"/> LOC</p>		05/14/09	05/14/10	<p>EACH OCCURRENCE \$2,000</p> <p>FIRE DAMAGE (Any one fire) \$300,00</p> <p>MED EXP (Any one person) \$10,000</p> <p>PERSONAL &amp; ADV INJURY \$2,000</p> <p>GENERAL AGGREGATE \$4,000</p> <p>PRODUCTS - COMP/PROP AGG \$4,000</p>
	<p><b>AUTOMOBILE LIABILITY</b></p> <p>ANY AUTO _____</p> <p>ALL OWNED AUTOS _____</p> <p>SCHEDULED AUTOS _____</p> <p>HIRED AUTOS _____</p> <p>NON-OWNED AUTOS _____</p>				<p>COMBINED SINGLE LIMIT (Per accident) \$</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p>
	<p><b>GARAGE LIABILITY</b></p> <p>ANY AUTO _____</p>				<p>AUTO ONLY - EA ACCIDENT \$</p> <p>OTHER THAN AUTO ONLY: EA ACC \$</p> <p>AGG \$</p>
	<p><b>EXCESS LIABILITY</b></p> <p>OCCUR _____ CLAIMS MADE _____</p> <p>DEDUCTIBLE _____</p> <p>RETENTION \$ _____</p>				<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p> <p>\$</p> <p>\$</p>
	<p><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b></p>				<p>WC STATUTORY LIMITS - OTHER FR</p> <p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p>
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. Certificate Holder is also named Additional Insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Joe Mailton*



**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 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 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-S.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-S.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

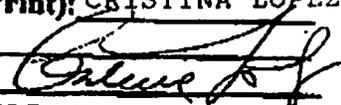
The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish 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): CRISTINA LOPEZ  
PRESIDENT.

Representative's Signature: 

Name of Company: CRISTI CLEANING SERVICE CORP.

Tel. No.: 201-883-171 Date: 02-04-10



**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 1999 (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 damage 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): RICARDO LOPEZ, VICE PRESIDENT

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

Name of Company: CRISTI CLEANING SERVICE CORP.

Tel. No.: 201-883-1717

Date: JULY 20, 2009

**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 : CRISTI CLEANING SERVICE CORP.  
Address : 77 TRINITY PLACE, HACKENSACK, NJ 07601  
Telephone No. : 201-883-1717  
Contact Name : RICARDO LOPEZ

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**

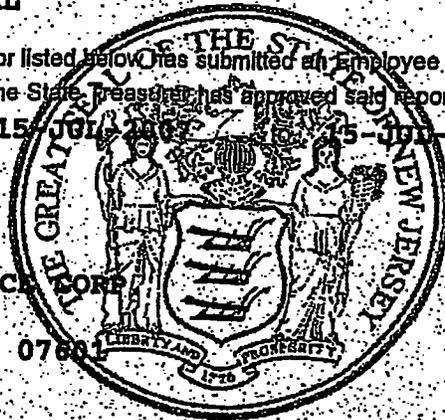
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF EQUAL OPPORTUNITY COPY**

# 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-JUL-2007** to **15-JUL-2010**



**CRISTI CLEANING SERVICE CORP**  
**77 TRINITY PLACE**  
**HACKENSACK**

**NJ 07601**



*Bradley Abela*

State Treasurer

Certificate Number  
33263



Registration Date: 07/01/2009  
Expiration Date: 06/30/2010

# 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:

Responsible Representative(s):  
Cristina Lopez, President

A handwritten signature in black ink, appearing to read "David J. Socolow".

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

Responsible Representative(s):  
Ricardo Lopez, Vice-President

Cristina Lopez Services Corp.  
**2009**

NON TRANSFERABLE

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

PRODUCER 201.662.0300 FAX 201.662.8802  
Maret Insurance Agency, Inc.  
7822 Kennedy Boulevard  
P.O. Box 7207  
North Bergen, NJ 07047

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.

INSURED **Cristi Cleaning Service Corp**  
77 Trinity Place  
Hackensack, NJ 07601

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Hartford Insurance Group</b>	
INSURER B: <b>Sentinel Insurance Company</b>	
INSURER C: <b>Commerce &amp; Industry Ins Co</b>	
INSURER D:	
INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS MADE <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	13UUNTG2347	04/29/2009	04/29/2010	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	13UENUC1532	05/19/2009	05/19/2010	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	13 XHU TG2601	04/29/2009	04/29/2010	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b>
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	AC8457576	05/14/2009	05/14/2010	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A		<b>OTHER</b> Blanket Employee Dishonesty Bond	13BDDAK1701	03/14/2009	03/14/2010	\$100,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jacqueline Caro

FOR INFORMATION PURPOSES ONLY

# THE COUNCIL

NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL, INC.

THIS CERTIFIES THAT

## Cristi Cleaning Service Corp.

has met the requirements for certification as a bona fide minority business enterprise as defined by the National Minority Supplier Development Council (NMSDC) and as adopted by its Regional Minority Supplier Development Council.

NAIC Code(s) 561720,

12/29/2008

*Issue Date*

NY0787

*Certification Number*

9/30/2009

*Expiration Date*

*Brenda Williams*  
*President's Signature*



An Affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)



**New York City Department of Small Business Services**  
 Division of Economic and Financial Opportunity



**Cristi Cleaning Service Corp.**

*This certificate acknowledges that this company has met the criteria as established by the M/WBE Program at the New York City Department of Small Business Services and therefore is certified as a Minority and Woman-owned Business Enterprise (M/WBE).*

Certificate Number: 50080 - 72007

Expires on: 7/31/2012

*Michael R. Bloomberg*  
 Michael R. Bloomberg, Mayor



*Robert W. Walsh*  
 Robert W. Walsh, Commissioner

*Alfred O. Milton*  
 Alfred O. Milton, Associate Director Certification



THE PORT AUTHORITY OF NY & NJ

Anthony R. Coscia  
Chairman

Christopher O. Ward  
Executive Director

**Certified**

by

Office of Business & Job Opportunity

**Christi Cleaning Services Corporation**  
**Certificate PA-2093**

This certificate acknowledges that the above named firm is recertified as a Woman-owned Business Enterprise. This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a recertification application attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions.

  
Lash Green  
Director

Certified: November 21, 2008

  
Rosemary Jenkins Varela  
Manager, Certification

Scheduled Re-evaluation: November 21, 2013



THE PORT AUTHORITY OF NY & NJ

Anthony R. Coscia  
Chairman

Christopher O. Ward  
Executive Director

**Certified**

by

Office of Business & Job Opportunity

**Tristi Cleaning Services Corporation**

Certificate PA-2093

This certificate acknowledges that the above named firm is recertified as a Small Business Enterprise (Janitorial Maintenance Services Program). This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a recertification application attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions.

  
Lash Green  
Director

Certified: November 21, 2008

  
Rosemary Jenkins-Varela  
Manager, Certification

Scheduled Re-evaluation: November 21, 2013

JON S. CORZINE  
Governor



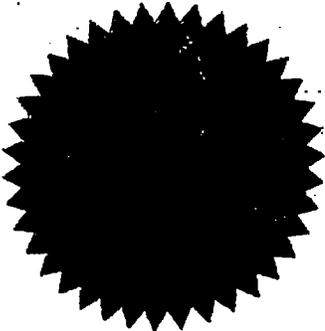
Virginia Bauer  
Chief Executive Officer/Secretary

## CERTIFIED

*by the*  
NEW JERSEY COMMERCE & ECONOMIC GROWTH COMMISSION  
OFFICE OF DEVELOPMENT FOR SMALL BUSINESS  
AND WOMEN AND MINORITY BUSINESSES  
*under the*  
UNIFIED CERTIFICATION ACT

This certificate acknowledges **CRISTI CLEANING SERVICE CORP** is a MWBE owned and controlled company, which has met the criteria established by New Jersey N.J.A.C.12A:11-1.1 et.seq.

This certification will remain in effect for one year from this date of this notice. Not more than 20 days before or 10 days after the expiration of this initial certification notice you must submit an **Annual Verification Statement** attesting that the ownership and control of the business, on which this certification is granted, has not changed. This office must be notified within 20 days of any material changes in the business which affect ownership and control. Failure to do so will result in an immediate revocation of this certification and/or imposition of other sanctions. You will not be required to submit another Unified Certification Application for a period of 5 years. Please reference the certification number below on all correspondence directed to this office.



*Nina E. Moseley*

Nina E. Moseley  
Director

**Certificate Number: 37734-12**

**Issued: September 12 2007**

**Expiration: September 11, 2012**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 352  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
UNITED SERVICES, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:  
223-187-558/000

SEQUENCE NUMBER:  
0597637

ADDRESS:  
452 FOREST STREET  
KEARNY NJ 07032

ISSUANCE DATE:  
08/30/04

EFFECTIVE DATE:  
11/01/90

FORM-BRC(08-01)

*John S. Tully*  
Acting Director

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 CONTRACT**

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 opportunities are 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 opportunities shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training or 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 employment 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 organization 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 understand 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): Raymond Parola, President  
 Representative's Signature: [Signature]  
 Name of Company: UNITED SERVICES

Tel. No.: 201-955-1300 Date: 2/9/2010

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree to the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 51101 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 the Act during the performance of this contract, the contractor shall defend, indemnify, and protect, and save harmless the owner, its agents, servants, and employees from and against any and all 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 costs 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 the 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 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 the 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 the Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the contractor from taking any other actions available to it under any other provisions of the Agreement or otherwise.

Representative's Name/Title Print: Raymond Pardo  
Representative's Signature: [Signature]  
Name of Company: UNITED SERVICES INC  
Tel. No.: 201-955-1500 Date: 2/10/2010

Certification 18111

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2010** to **15-JAN-2013**

UNITED SERVICES, INC.  
462 FOREST ST.  
KEARNY NJ 07032



  
Acting State Treasurer

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

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

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

Business Name : United Services, Inc.  
Address : 462 Forest St., Kearny NJ  
Telephone No. : 201-955-7300  
Contact Name : Raymond Pardo

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**

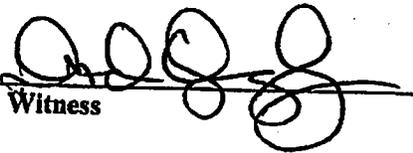
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

All bidders are required to attach to this certification a statement describing how the bidder will provide the employee benefits required under Section 3-51G.

The bidder awarded the contract for this project shall keep accurate records for each employee performing any work under the contract showing that it has complied with the provisions of Section 3-51G. Such records shall be kept for two years from the date of final payment.

During the term of the contract, the records shall be available during normal business hours for inspection by the City Business Administrator or his designee. A bidder's non-compliance with Section 3-51G will be considered a material breach of contract which if not cured within ten business days of notice by the City will be grounds to terminate the contract.

By signing this document, bidder certifies that it will comply with Section 3-51G. Compliance with this ordinance is a condition of acceptable performance under the contract. Failure to comply with the terms of the ordinance shall be grounds for terminating the contract.

  
Witness

United Services, Inc.  
Name of Bidder

By: Raymond Paul  
Title: President



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	TECHNICAL BUILDING MAINTENANCE CORP
<b>Trade Name:</b>	
<b>Address:</b>	1 PARK AVE NEW YORK, NY 10016
<b>Certificate Number:</b>	0410625
<b>Effective Date:</b>	August 29, 1968
<b>Date of Issuance:</b>	February 04, 2010

**For Office Use Only:**  
20100204095504738

## **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): James H. Van Kirk, Contracts Manager  
Representative's Signature: [Signature]  
Name of Company: Teneco Building Maintenance, Inc.  
Tel. No.: 212-251-7982 Date: 2-4-16

**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.

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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): James H. Van Kirk, Contracts Manager  
Representative's Signature: [Signature]  
Name of Company: Jemco Building Maintenance, Inc.  
Tel. No.: 212-251-7882 Date: 2-4-10

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

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

Business Name : Temco Building Maintenance, Inc.  
Address : One Madison Street, East Rutherford, NJ 07073  
Telephone No. : (973) 472-7788  
Contact Name : Keith Pahira, Vice President

Please check applicable category :

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

**Definitions**

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**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

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Address : One Madison Street, East Rutherford, NJ 07073  
Telephone No. : (973) 472-7788  
Contact Name : Keith Pahira, Vice President

Please check applicable category :

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

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**Woman Business Enterprise**

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***DIVISION OF EQUAL OPPORTUNITY COPY***

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

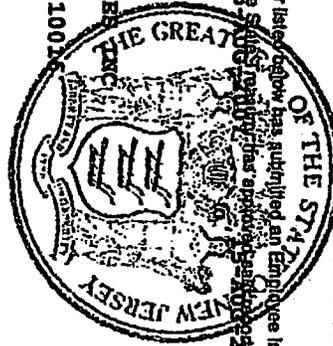
40383

Certification

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

TEMCO SERVICE INDUSTRIES, INC.  
1 PARK AVE  
NEW YORK

NY 10008



*Bradley A. DeL...*  
State Treasurer

Note: A contractor's bid must be rejected a non-responsive if a contractor fails to comply with requirements of P.L. 1975, C. 127, within the time frame.

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