

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

City Clerk File No. Res. 11-779

Agenda No. 10.A

Approved: NOV 22 2011

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW
AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF
OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR
2011 BODY ARMOR REPLACEMENT FUND**

COUNCIL
the following resolution

Offered and moved adoption of

WHEREAS, the nature of police work creates a danger to the members of the Jersey City Police Department; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this danger; and

WHEREAS, the New Jersey Department of Law and Public Safety, through the Division of Criminal Justice, administers the Body Armor Replacement Fund (2011), and

WHEREAS, the Division of Criminal Justice provides funds to Municipalities for the safety of Police Officers, and

WHEREAS, the City of Jersey City having shown a desire to protect it's police officers has applied and has been awarded \$69,518.07 for this purpose, and

WHEREAS, the Jersey City Police Department would like to accept the \$69,518.07 award being offered by the New Jersey Division of Criminal Justice under the 2011 Body Armor Replacement Fund, and

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

1. The City of Jersey City authorities acceptance on behalf of the Jersey City Police Department \$69,518.07 from the New Jersey Division of Criminal Justice, and
2. These funds will be used to provide personal body armor for the members of the Jersey City Police Department.

APPROVED: [Signature] 11/22/11 APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator [Signature]
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

ORDINANCE/RESOLUTION FACT SHEET Date Submitted to B.A. _____

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

1. Full Title of Ordinance/Resolution/Cooperation Agreement:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE ON BEHALF OF THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR - 2011 BODY ARMOR REPLACEMENT FUND

2. Name and Title of Person Initiating Ordinance/Resolution:

Director Samuel Jefferson

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

Funds are being awarded to the Jersey City Police in the amount of \$ towards the purchase of body armor (bullet proof vests) for police officers.

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

To provide protection for police officers who work for the City.

5. Anticipated Benefits to the Community:

To provide the police officers with body armor for better protection and safety.

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 award of \$69,518.07 shall be used to purchase body armor with no match required by the City.

7. Date Proposed Program or Project will Commence:

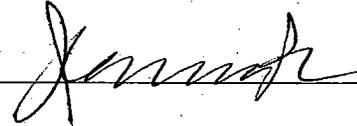
November 1, 2011

8. Anticipated Completion Date:

November 1, 2013

9. Person Responsible for Coordinating Proposed Program/Project:

Police Grants Office

 11/14/11
Director of Police

11/14/11
Date

From: Body Armor [mailto:bodyarmor@njdcj.org]
Sent: Tuesday, November 01, 2011 1:54 PM
To: Thomas J Comey
Cc: dmauer@jcnj.org; Elyse Jordan-Gibbs
Subject: FY 2011 Body Armor - Notice of Award - Jersey City Police

Chief of Police Thomas Comey
Mrs. Elyse Jordan Gibbs
Jersey City Police

The New Jersey Division of Criminal Justice is pleased to announce that your agency will receive \$69,518.07 under the State Fiscal Year 2011 State Body Armor Replacement Fund Program. An award check will be sent directly to your agency's Chief Financial Officer.

The State Body Armor Replacement Fund Program is provided to assist all eligible law enforcement agencies in offsetting costs of purchasing body vests for their officers. While this is a five-year vest replacement program, program regulations encourage agencies to make every reasonable effort to expend their awards within one year of receipt.

To promote officer safety, next year's program, the 2012 Body Armor Replacement Fund Program will require a written, mandatory body armor wear policy for uniformed officers engaged in patrol or field operations commencing with 2012 State Body Armor Replacement Fund grants.

All future State Body Armor Replacement Fund program correspondence, such as application periods, award announcements and award confirmations will be sent electronically, via e-mail. Failure to maintain updated contact information in the State Body Armor Replacement Fund system may result in your agency not receiving important State Body Armor Replacement Fund messages. If you have any questions regarding the program, please call the Program Development and Grants Section at (609) 292-1462.

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

City Clerk File No. Res. 11-780
 Agenda No. 10.B
 Approved: NOV 22 2011
 TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
 AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE HUDSON
 COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION
 of the following Resolution:

WHEREAS, the Hudson County Department of Health and Human Services, has awarded the City of Jersey City (City) a grant in the amount of \$241,739.00, for the period of January 1, 2012 thru December 31, 2012 to provide educational and preventative substance programs; and

WHEREAS, the City further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent substance abuse in our community; and

WHEREAS, the City will provide a mandatory 25% monetary contribution in the amount of \$60,435, available in the Matching Funds for Grants Account and a mandatory 75% in-kind support will be provided by Municipal Drug Alliance Sub-Grantees in the amount of \$181,304; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services.

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

1. The Mayor and/or Business Administrator is authorized to execute an agreement with the Hudson County Department of Human Services for funding and to accept the grant award for the City of Jersey City Municipal Drug Alliance grant for calendar year 2012 in the amount of \$241,739.
2. The City will provide monetary match funds in the amount of \$60,435.
3. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the Municipal Drug Alliance grant, including the administrative compliance and audit.

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO		ABSTAIN	
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

LEGISLATIVE 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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE HUDSON
COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

**2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE
RESOLUTION:**

Harry Melendez. (201) 547-6800.

**3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE
RESOLUTION:**

CY 2012 Municipal Drug Alliance Grant funds approval
(Jersey City Municipal Drug Alliance to Combat Drug and Alcohol Abuse for the
Department of Health & Human Services)

4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:

Drug and Alcohol Prevention Program for The City of Jersey City.

5. ANTICIPATED BENEFITS TO THE COMMUNITY:

Reduction of Drug and Alcohol Abuse in Jersey City Education about the effect of Drug and
Alcohol Abuse.

**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):**

State/County	\$241,739	In-Kind (sub-grantees)	\$181,304
City Cash Match	\$ 60,435		

7. DATE PROPOSED OR PROJECT WILL COMMENCE:

January 1, 2012

8. ANTICIPATED COMPLETION DATE:

December 31, 2012

**9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM,
PROJECT, ETC.:**

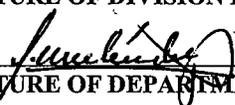
Elizabeth Castillo (201) 547-5945

10. Additional Comments:

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

SIGNATURE OF DIVISION DIRECTOR

DATE



SIGNATURE OF DEPARTMENT DIRECTOR

11.10.11
DATE

I N T E R

MEMO

**Dept. of Health & Human Services
Fiscal Office**

O F F I C E

To: Jack Kelly, Business Administrator
Rosemary McFadden, Chief of Staff
Peter Brenam, Council President

From: Elizabeth Castillo -Supervisor of Accounts 

Subject: Drug Alliance services and estimated clients CY 2012

Date: 11/15/11

Legislation adopted in 1989 created the Governor's Council on Alcoholism and Drug Abuse (GCADA) and the Municipal Alliance Network to Prevent Alcoholism and Drug Abuse. Funding for the Governor's Council and the Municipal Alliance Prevention Network is derived from Drug Enforcement Demand Reduction (DEDR) fines, which are collected from individuals convicted of drug offenses.

Over the past 20 years, the Jersey City Alliance to Combat Alcoholism and Drug Abuse (JCACADA) has successfully coordinated a network of community-based substance abuse prevention and education programs. This network of programs, which is financed by funding provided to the GCADA from the Drug Enforcement Demand Reduction Fund and augmented by local matching funds, continues to have a positive impact on the residents of City of Jersey City with respect to substance abuse-related problems.

In the early part of 2009; the JCACADA went through a local needs assessment and planning process. Subsequently, the JCACADA submitted its five-year plan to the GCADA and the plan was accepted.

Pleased find below a list of substance abuse prevention and education programs contained in the approved five-year plan that were selected for funding by the JCACADA beginning in January 2012:

1. **Municipal Alliance Coordinator and Administrative Staff - The Municipal Alliance Coordinator and the administrative staff of the Jersey City Municipal Alliance to Combat Alcoholism and Drug Abuse responsibilities will include but not be limited to: scheduling of all Municipal Alliance committee meetings; pre- approval of all Municipal Alliance expenditures; conducting quarterly site visits to each 2012 Municipal Alliance Grant subcontractors; preparation and submit of all programmatic and fiscal reporting to the Hudson County DHS; participate in the annual Hudson County DHS site visit; attending all monthly Hudson County CASS Committee**

Meetings as the designated representative for the City of Jersey City; and authoring of the 2013 Jersey City Municipal Alliance Grant and subsequent contract revisions as requested by the Hudson County DHS.

- 2. Educational Arts Team, Inc. –** The Educational Arts Team will offer (410) hours of substance abuse prevention and education programming that addresses community norms and laws favorable to ATOD by utilizing a series of interactive activities including but not limited to: puppetry; drama; storytelling; cooperative arts; creative writing; and group discussion for the benefit of children ages 6-13 at selected private and public schools located in the City of Jersey City. Program staff will utilize two separate and distinct types of program evaluations. Process Evaluation, which describes, measures and assesses program activities and materials and Outcome Evaluation, which measures the program achievements and describes the program's immediate effects. These evaluations will allow the program staff to determine the effectiveness of programs for its participants.
- 3. Horizon Health Center-** Horizon Health Center will offer (410) hours of substance abuse prevention and education programming that addresses community norms and laws favorable to ATOD by organizing and implementing a teen peer leadership program, namely, the Community Outreach through Peer Education (COPE) Program, for the benefit of adolescents and young adults residing in the City of Jersey City. The COPE Program is comprised of high school students representing all the high school in the City of Jersey City. The peer educators (students) will meet weekly for educational sessions with a trained program facilitator, who will use an evidenced-based curriculum, namely, a modified version of the Keys to InnerVisions Program (KIV), and then create community outreach presentations and short plays (skits) for the general public on the risks and consequences of ATOD use and abuse. The program facilitator will also incorporate guest speakers (recovering users) who will share their stories with the peer educators for possible use in the development of new community outreach presentations and plays. Program staff will utilize two separate and distinct types of program evaluations. Process Evaluation, which describes, measures and assesses program activities and materials and Outcome Evaluation, which measures the program achievements and describes the program's immediate effects. These evaluations will allow the program staff to determine the effectiveness of programs for its participants.
- 4. New Jersey City University - Peers Educating Peers Program -** New Jersey City University (NJCU) will offer (410) hours of substance abuse prevention and education programming that addresses academic failure by organizing and implementing a peer mentoring program, namely the Peers Educating Peers Program, for the benefit of the student body of the NJCU. The Peers Educating Peers Program is comprised of graduate and undergraduate students who will meet weekly for educational sessions with a trained program facilitator, namely, the Director of the Student Counseling Center to develop coping skills that address a number of social issues (including issues relating to ATOD) while keeping them academic eligible. The peer educators will also receive training and subsequently provide substance abuse prevention and education programming utilizing a evidence-based curriculum, namely, Keys to InnerVisions (KIV) and mentoring services for the benefit of middle school, high school and college students residing in the City of Jersey

City. Program staff will utilize two separate and distinct types of program evaluations. Process Evaluation, which describes, measures and assesses program activities and materials and Outcome Evaluation, which measures the program achievements and describes the program's immediate effects. These evaluations will allow the program staff to determine the effectiveness of programs for its participants.

5. **NCADD (Hudson) - Partners in Prevention Program** – The National Council on Alcoholism and Drug Dependency of Hudson County (NCADD) will offer (220) hours of substance abuse prevention and education programming that addresses community norms and laws favorable to ATOD by utilizing an evidence-based curriculum, namely, Keys to InnerVisions (KIV) for the benefit of children ages 6-13 at selected private and public schools located in the City of Jersey City. Program staff will utilize two separate and distinct types of program evaluations. Process Evaluation, which describes, measures and assesses program activities and materials and Outcome Evaluation, which measures the program achievements and describes the program's immediate effects. These evaluations will allow the program staff to determine the effectiveness of programs for its participants.
6. **Professional Training Institute** - The Jersey City Alliance will hire a consultant who will organize and implement a series of educational workshops (72 hours) on substance abuse prevention and education-related topics that address the issue of family history of ATOD abuse for the benefit of the residents of the City of Jersey City and/or the County of Hudson. Topics will include but not be limited to: the CSAP Prevention Strategies (i.e. policy, enforcement, collaboration, communication, education, early intervention, and alternative) and general prevention and education topics (i.e. drug identification, family issues, signs and symptoms, and accessing community resources).

Finally, it should be noted; in 2010 the JCACADA provided substance abuse prevention and education related services to 9,200 residents of the City of Jersey City. The JCACADA's target for 2011 is in excess of 10,000 residents and project to serve the same amount of residents for CY 2012.

If you have any questions you may reach me at X 5036.

Thanks.

C: Harry Melendez, DHHS Director
Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-781

Agenda No. 10.C

Approved: NOV 22 2011



TITLE: **RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2011 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.**

COUNCIL offered and moved adoption of
the following resolution:

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount,

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2011 Municipal Budget:

	<u>FROM</u>	<u>TO</u>
PANYNJ-Port Security Grant	\$514,737	\$1,127,357
Body Armor Replacement	69,648	139,066
Bulletproof Vest Partnership	89,009	110,907
Comprehensive Traffic Safety Grant	0	27,000
UEZ-McGinley Square SID	0	50,000
UEZ-Central Avenue SID	0	50,000
UEZ-Historic Downtown SID	0	50,000
UEZ-Journal Square SID	0	50,000
UEZ-Monticello Main Street	0	50,000
UEZ-Customer Service Skills Center	0	150,000
UEZ-Central Avenue SID	0	45,732
UEZ-Women Rising Comm. Partnership	0	168,603
UEZ-JCEDC Corp. Marketing	0	370,000

BE IT FURTHER RESOLVED that a like sum be approved to be appropriated in same budget:

	<u>FROM</u>	<u>TO</u>
PANYNJ-Port Security Grant	\$514,737	\$1,127,357
Body Armor Replacement	69,648	139,066
Bulletproof Vest Partnership	89,009	110,907
Comprehensive Traffic Safety Grant	0	27,000
UEZ-McGinley Square SID	0	50,000
UEZ-Central Avenue SID	0	50,000
UEZ-Historic Downtown SID	0	50,000
UEZ-Journal Square SID	0	50,000
UEZ-Monticello Main Street	0	50,000
UEZ-Customer Service Skills Center	0	150,000
UEZ-Central Avenue SID	0	45,732
UEZ-Women Rising Comm. Partnership	0	168,603
UEZ-JCEDC Corp. Marketing	0	370,000

TITLE:

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2011 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

BE IT FURTHER RESOLVED, that notification of these budget changes will be made to the Director of the Division of Local Government Services on forms as prescribed by the aforementioned authority.

APPROVED: *Donna Maura, CFO*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Asst - Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res: 11-782

Agenda No. 10.D

Approved: NOV 22 2011



TITLE: **RESOLUTION FIXING THE DATES AND TIMES FOR THE CAUCUSES AND REGULAR MEETINGS OF THE MUNICIPAL COUNCIL FOR THE YEAR 2012.**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the provisions of Chapter 231 of the laws of 1975 of the Open Public Meetings Act (otherwise known as the Sunshine Law) were enacted to insure the right of all citizens to have advanced notice of and to attend all meetings of public bodies at which any business affecting the public is discussed or acted upon; and

WHEREAS, all meetings of all public bodies wherein formal action, decisions or discussions relating to the public business may take place are required to be publicly announced and scheduled with adequate posting and advance notice of the time, date, location and to the extent known, the purpose of the agenda of each meeting (N.J.S.A. 10:4-6, et seq.).

NOW, THEREFORE, BE IT RESOLVED, that in keeping with the rules of the Municipal Council of the City of Jersey City, Chapter A-350, Sec. 3 of the code of the City of Jersey City;

- (a) The Council shall hold two regular meetings on the second and fourth Wednesdays of each month at 6:00 p.m., unless otherwise designated, with the exception of December when one regular meeting will be held. **The Council may, if it chooses to, hold a caucus one-half hour prior to regular meetings.**
- (b) The aforesaid regular meetings shall be held at the time set forth herein or as near to the times set forth as practicable.
- (c) Whenever the day fixed for any such regular meeting falls upon a day designated by law as a legal holiday, or upon a day when more than four (4) members of the governing body are attending a State or National conference or convention, such meeting shall be held at the same hour on the next succeeding day, not a holiday. Notwithstanding the foregoing, the Council, for good and sufficient reasons, may adjourn a regular scheduled Council meeting to another date and time in the month by setting a date and time for this rescheduled meeting at the previous regular meeting of the Council.
- (d) The Council will hold a caucus on the Monday prior to every regular meeting at 5:30 p.m., unless otherwise designated. Whenever the day fixed for any such caucus falls upon a day designated by law as a legal holiday, such caucus shall be held at the same hour on the next succeeding day, not a holiday. The caucuses will be held in the Efrain Rosario Memorial Caucus Room, Room 204 on the second floor of City Hall, located at 280 Grove Street, Jersey City.

TITLE:

- (e) All regular and special meetings of the Council shall be held in the Anna Cucci Memorial Council Chambers on the second floor of City Hall, located at 280 Grove Street, Jersey City. The Council by a two-thirds (2/3) vote of its members may at any preceding meeting, move to dispense with the next following semi-monthly meeting, but there shall at all times be at least one (1) monthly regular meeting.
- (f) The Council, may, by resolution duly adopted by at least five (5) affirmative votes, designate a different place from the City Hall to hold any regular or special meeting. Upon the adoption of any such resolution, the City Clerk shall give due and timely notice to the public and to all City officials concerned of the time and place of the meeting as so designated in the resolution. Such notice shall be given in accordance with the "Open Public Meetings Act", N.J.S.A. 10:4-6, et. seq.

TITLE:

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Municipal Council of the City of Jersey City fixes the following dates and times for the caucuses and regular meetings for the year 2012:

CITY OF JERSEY CITY MUNICIPAL COUNCIL MEETINGS - 2012	
Caucuses - Mondays - 5:30 p.m. (unless otherwise designated)	Meetings - Wednesdays - 6:00 p.m. (unless otherwise designated)
January 09 January 23	January 11 January 25
February 06 February 21 -TUESDAY	February 08 February 22
March 12 March 26	March 14 March 28
April 09 April 23	April 11 April 25
May 07 May 21	May 09 May 23
June 11 June 25	June 13 June 27
July 16 10:00 a.m.	July 18 10:00 a.m.
July 30 August 20	August 01 August 22
September 10 September 24	September 12 September 27- THURSDAY
October 09 -TUESDAY October 22	October 10 October 24
November 12 November 26	November 14 November 28
December 17	December 19

Note: The council may hold a pre-meeting caucus one-half hour prior to any scheduled council meeting.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP	✓			LAVARRO	✓		
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. 11-783

Agenda No. 10.E

Approved: NOV 22 2011

TITLE:

Resolution Celebrating Global Entrepreneurship Week



Whereas, Global Entrepreneurship Week held every year in November since 2008, was launched by former United Kingdom Prime Minister Gordon Brown and Carl Schramm, the president and CEO of the Ewing Marion Kauffman Foundation; and

Whereas, Global Entrepreneurship Week is the world's largest celebration of the innovators and job creators, who launch startups that bring ideas to life, drive economic growth and expand human welfare. Partner organizations in 118 countries conduct a broad range of activities, events and competitions that are designed to promote some level or form of entrepreneurial activity and engages an average of 5.9 million people each year; and

Whereas, this year Global Entrepreneurship Week, with the theme *Start Something New Jersey*," will be celebrated November 14-20, 2011; and

Whereas, on Monday, November 14, 2011, the City of Jersey City in conjunction with Rising Tide Capital will host a series of events and activities designed to inspire New Jerseyans and provide them with the tools to "Start Something" during Global Entrepreneurship Week 2011.

Now, Therefore Be It Resolved, that the Municipal Council of the City of Jersey City proudly joins the nation's celebration of Global Entrepreneurship Week 2011, a celebration of innovation, entrepreneurship and creativity. We offer special recognition to the distinguished guests, government agencies and entrepreneurs attending the Global Entrepreneurship Week Kick-Off Celebration. We particularly praise new entrepreneurs and main street business owners for having established new businesses during uncertain economic times.

Be It Further Resolved, that the Municipal Council does hereby commend Rising Tide Capital, for their role in hosting this outstanding event which highlights entrepreneurial spirit in hopes of inspiring a new generation of entrepreneurs while contributing toward building a greater and better Jersey City.

G:\WPDOCS\TOLONDA\RESOS\WEEK\Global Entrepreneurship Week 2011.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

City Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-784

Agenda No. 10.F

Approved: NOV 22 2011



TITLE: RESOLUTION HONORING THE NAACP JERSEY CITY BRANCH #2086
On the Occasion of Their 92nd Annual Freedom Fund Banquet

Whereas, the National Association for the Advancement of Colored People or NAACP is the nation's oldest, largest and most widely recognized grassroots-based civil rights organization; and

Whereas, the NAACP was founded on February 12, 1909, in honor of President Abraham Lincoln, who immortalized himself in American history by the role that he played in abolishing the institution of slavery. The organization was formed as a response to the horrific acts of lynching and the 1908 race riot in Springfield, Illinois, the resting place of Lincoln. Among the founders were W.E.B. DuBois, Ida Wells-Barnett, Henry Moscowitz, Oswald Garrison Villiard, Mary White Ovington, Archibald Grimke and William English Walling; and

Whereas, the NAACP's mission is to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate race-based discrimination. In 1954, The NAACP spearheaded Brown V. Board of Education, which outlawed segregation in public schools and reversed the Plessy V. Ferguson separate-but-equal doctrine that had governed public facilities; and

Whereas, the NAACP Jersey City Branch #2086 was granted a charter on November 11, 1918. From the ballot box to the classroom, the Jersey City charter's dedicated members have continued to fight for social justice for all Americans; and

Whereas, on Sunday, November 20, 2011, the Jersey City Branch of the NAACP will host its 92nd Annual Freedom Fund Banquet at the Casino-In-The-Park, Jersey City, New Jersey. This year's theme is "Affirming America's Promise. Honoring Our Past to Jumpstart Our Future."

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby commend the NAACP who continues to unite people of good will from every walk of life, race, class, and every corner of the globe building a diverse multi-racial army united to awaken the consciousness of a people and a nation.

Be It Further Resolved, that the Municipal Council recognizes the contributions of the NAACP Jersey City Branch #2086 to the City of Jersey City. We offer special accolades to the following Officers, Executive Committee and dedicated office staff members and volunteers on the occasion of their 92nd Annual Freedom Fund Banquet.

OFFICERS AND EXECUTIVE COMMITTEE MEMBERS

Calvin E. Hart, President	Cherre Ogden, 2nd Vice President	Yvonne Hatchett, Secretary
Erma Greene, 1st Vice President	Ken Brown, 3rd Vice President	Ralph Greene, Treasurer

EXECUTIVE COMMITTEE

Alma Burnett	Helen Syria	Rev. Reginald McRae	Wayne Harmon
Rev Carlisle Dickson	Queen Ester Walker	Shante Pressley	Patricia Jackson
Phyllis Gordon	Jeanette Daniels	Naimah Terry	Virginia Miller
Lisa Harris	Lily Fleming	Moses Wilson	Anthony Sharperson
Diana Jeffrey	Charlotte Gray	Lucrece Daniels	Dr. Frances O. Thompson
Brenda Pettiford	Annette Irving	Paulette Gordon	Ennis Winston

OFFICE STAFF, MEMBERS AND VOLUNTEERS

Telissa Dowling	Anthony Wright	Dorothy Clark	Gail A. Thorton	Brittany Brown	Hester Freeman
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D:\WPDOC5\TOLAND\RESGS\HONORING\NAACP.wpsd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

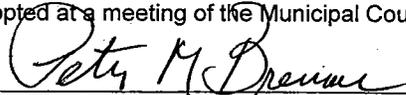
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												11/22/11			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.				
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓						
DONNELLY	✓			FULOP	✓										
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓						

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



 Peter M. Brennan, President of Council



 Robert Byrne, City Clerk

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

City Clerk File No. _____ Res. 11-785
 Agenda No. _____ 10.6
 Approved: _____ NOV 22 2011
 TITLE: _____



CANCELLATION OF PARTIAL 2011 REAL ESTATE TAXES ON BLOCK 249 LOT 12 QUAL C002L ALSO KNOWN AS 208 7th STREET

COUNCIL OFFERED, AND MOVED ADOPTION
 OF THE FOLLOWING RESOLUTION:

WHEREAS, the Jersey City Tax Assessor has informed the Tax Collector's office that Block 249 Lot 12 Qual C002L was erroneously assessed; and

WHEREAS, the Jersey City Tax Assessor has deemed this property tenant protected; and

WHEREAS, the property still shows open, based on the assessment which should have been canceled; and

WHEREAS, the Tax Collector and Tax Assessor have deemed these charges to be uncollectible; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Block 249 Lot 12 Qual C002L also known as 208 7th Street, Jersey City, New Jersey, is hereby canceled in the amount of \$ 2,609.33..

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

 Peter M. Brennan, President of Council

 Robert Byrne, City Clerk



OFFICE OF THE CITY ASSESSOR
280 Grove Street
Jersey City, NJ 07302
Tel. 201-547-5131 Fax 201-547-4949

Eduardo Toloza
Assessor

DATE: October 28, 2011
TO: Maureen Cosgrove, Collector
FROM: Ed Toloza, Assessor
SUBJECT: Block 249 Lot 12 Q/L: C002L
A/KA 208 7th Street Unit 2L.

Please be advised that above captioned condominium unit was inadvertently fully assessed for the 2011 taxing year. The condominium unit has a protected tenant and therefore not subject to a reassessment until the unit is vacated by the occupant-tenant.

Could you please cancel this erroneous assessment of 37,800 or the \$2,609.33 real estate taxes. Our records have been amended accordingly.

If you have any question on this matter, please don't hesitate to give me a call.

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

City Clerk File No. Res. 11-786
 Agenda No. 10.H
 Approved: NOV 22 2011
 TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$612,843.37 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF VARIOUS PROPERTIES.

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

WHEREAS, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated below; and

WHEREAS, the Office of the Tax Collector has reviewed these settlements and computed the amount of refund or credit that will result from the implementation of these settlements; and

WHEREAS, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Corporation Counsel has recommended that the complaints be settled at the assessments specified below; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property(ies) consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached schedule.

These settlements will result in a refund and/or credit in the amount of \$612,843.37.

MAM/mw
 11-9-11

APPROVED: _____
 APPROVED: _____
 Business Administrator
 Corporation Counsel

APPROVED AS TO LEGAL FORM

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

Peter M. Brennan, President of Council Robert Byrne, City Clerk

Res. 11-786

SCHEDULE A - Dated November 10, 2011, Meeting November 22, 2011

Block Lot	Tax Year	Taxpayer/ Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
8.5 C.1	2009	2 Montgomery Prop.	2 Montgomery Street	\$15,200,000	\$10,600,000	\$4,600,000	\$280,646.00
8.5 C.1	2010	2 Montgomery Prop.	2 Montgomery Street	\$15,200,000	\$10,321,000	\$4,879,000	\$336,797.37
TOTAL							\$617,443.37

**JERSEY CITY LAW DEPARTMENT
MEMORANDUM**

DATE: November 10, 2011

TO: Peter Brennan, Council President, and Members of the City Council

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreements

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owner of Two Montgomery Street. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2009 and 2010 tax years. The total tax dollar refund for these appeals is \$612,843.37.

In 2009 and 2010, Two Montgomery Properties owned an office building near Exchange Place. The property's long-time single tenant had moved out; and, as of the assessing dates for the two years under appeal, it was vacant and in need of repair. The agreed-upon assessments equalize to a market value of between approximately \$39,000,000 in 2009 and \$34,000,000 in 2010. The property was sold to the Port Authority in December of 2010 for \$26,300,000.

The assessment on this property had not been appealed for some time; and the equalized value derived from the assessments could not be supported by sales of similar properties because of the level of the ratio.

For example, if sales indicate that commercial properties in a certain area of the city are selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in that area would be approximately \$14,000,000. For the 2009 tax year, the City's ratio of assessed valuation to market value was 25.64%. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax year in question. Under Title 54, assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2009 tax year was 21.79% to 29.49%. Therefore, a valid assessment for the 100,000-square- building would range between \$3,050,600 and \$4,128,600. For 2010, the ratio rose slightly to 26.75%, making the statutory

range 22.74% to 30.76%. Consequently, assuming the same market value, a valid assessment for this same property for the 2010 tax year would range between \$3,183,600 and \$4,306,400. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment.

I recommend these settlements as being in the best interests of the City.

ET/mm

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

City Clerk File No. Res. 11-787
 Agenda No. 10.1
 Approved: NOV 22 2011
 TITLE: _____



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$167,032.61 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF VARIOUS PROPERTIES.

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

WHEREAS, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated below; and

WHEREAS, the Office of the Tax Collector has reviewed these settlements and computed the amount of refund or credit that will result from the implementation of these settlements; and

WHEREAS, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Corporation Counsel has recommended that the complaints be settled at the assessments specified below; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property(ies) consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached schedule.

These settlements will result in a refund and/or credit in the amount of \$167,032.61.

MAM/mw
 11-9-11

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: [Signature] Business Administrator _____ [Signature] Corporation Counsel
 Certification Required
 Not Required

0 2 0 : 1 2 1 3

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

RES. 11-787

SCHEDULE A - Dated November 10, 2011, Meeting November 22, 2011

Block	Lot	Tax Year	Taxpayer/ Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
588	89.B	2009	Montague Lee LLP	591 Summit Ave.	\$2,460,000	\$1,975,000	\$485,000	\$29,589.85
588	89.B	2010	Montague Lee LLP	591 Summit Ave.	\$2,460,000	\$1,975,000	\$485,000	\$33,479.55
588	89.B	2011	Montague Lee LLP	591 Summit Ave.	\$2,460,000	\$1,975,000	\$485,000	\$33,988.80
2154.3	2.J	2010	150 TCD Assocs.	150 Theodore Conrad Dr.	\$1,275,000	\$ 875,000	\$400,000	\$27,612.00
2154.3	2.J	2011	150 TCD Assocs.	150 Theodore Conrad Dr.	\$1,275,000	\$ 875,000	\$400,000	\$28,032.00
2017	1	2009	51 Pacific Ave.	Pacific 18, LLC	\$1,010,200	\$ 900,000	\$110,200	\$ 6,723.30
2017	1	2010	51 Pacific Ave.	Pacific 18, LLC	\$1,010,200	\$ 900,000	\$110,200	\$ 7,607.11
							TOTAL	\$167,032.61

**JERSEY CITY LAW DEPARTMENT
MEMORANDUM**

DATE: November 10, 2011

TO: Peter Brennan, Council President, and ~~Members~~ of the City Council

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreements

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owners of the properties listed on the attached pages. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2009-2011 tax years. The total tax dollar refund for these appeals is \$ 167,032.61.

The largest assessment reduction is to Montague Lee Limited Partnership for its office building on Summit Avenue. The next is to 150 TCD Associates for its industrial site on Theodore Conrad Drive. The final reduction is to Pacific 18, LLC, for its factory/warehouse space on Pacific Avenue.

In some of these cases, the assessments had not been appealed for some time; and, in all cases, the equalized value derived from the assessments could not be supported by income and expense analysis or by sales of similar properties because of the level of the ratio.

For example, if sales indicate that commercial properties in a certain area of the city are selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in that area would be approximately \$14,000,000. For the 2009 tax year, the City's ratio of assessed valuation to market value was 25.64%. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax year in question. Under Title 54, assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2009 tax year was 21.79% to 29.49%. Therefore, a valid assessment for the 100,000-square- building would range between \$3,050,600 and \$4,128,600. For 2010, the ratio rose slightly to 26.75%, making the statutory range 22.74% to 30.76%. Consequently, assuming the same market value, a valid assessment for this same property for the 2010 tax year would range between \$3,183,600

and \$4,306,400. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment.

I recommend these settlements as being in the best interests of the City.

ET/mm

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

City Clerk File No. Res. 11-788

Agenda No. 10.J

Approved: NOV 22 2011

TITLE:



**RESOLUTION AUTHORIZING SETTLEMENT OF
THE SUIT OF JAMES LEGETTE AGAINST THE
CITY OF JERSEY CITY, DOCKET NO. HUD-L-3604-09**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, a suit was filed against the City of Jersey City, in the Superior Court of New Jersey under Hudson County Docket No: HUD-L-3604-09; and

WHEREAS, the Complaint alleges fall on sidewalk due to stub of vertical support of a traffic sign which had been removed on Neptune Avenue, causing his injuries; and

WHEREAS, the Corporation Counsel has recommended a settlement of \$64,000; and

WHEREAS, the plaintiff has agreed to this settlement and has signed the required releases; and

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

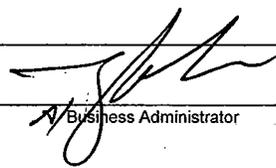
NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this lawsuit for \$64,000;
2. The Jersey City Insurance Fund Commission be authorized to issue a check for this amount in full settlement of this claim.

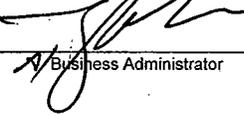
I certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Account.

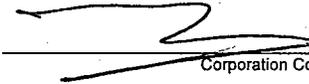

Peter Soriero, Risk Manager

PV/dc

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

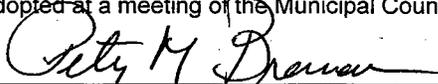
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RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-789

Agenda No. 10.K

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BILTONE INC., FOR MAINTENANCE, REPAIR AND VESSEL PAINTING OF THE CBRNE FIRE FIGHTING VESSEL (LOVERO) FOR THE JERSEY CITY DEPARTMENT OF FIRE AND EMERGENCY SERVICES

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Maintenance, Repair and Vessel Painting of the CBRNE Fire Fighting for the Department of Fire and Emergency Services** pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the sole responsible bid being that from **Biltone Inc.**, 14 Athans Avenue, South Amboy, NJ 08879 in the total bid amount of **Nine Five Thousand (\$95,000.00) Dollars**; and

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

WHEREAS, the funds for this purchase comes from the Reserve for Penalties (Fire Prevention) Grant; and

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

Department of Fire and Emergency Services.

Acct. No.	P.O. No.	Amount
17-289-56-000-002	104664	\$95,000.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned, **Biltone Inc.**, be accepted and that a contract be awarded to said company in the above amount and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to 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

(Continued on page 2)

WITHDRAWN

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BILTONE INC., FOR MAINTENANCE, REPAIR AND VESSEL PAINTING OF THE CBRNE FIRE FIGHTING VESSEL (LOVERO) FOR THE JERSEY CITY DEPARTMENT OF FIRE AND EMERGENCY SERVICES

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. 17-289-56-000-002

Department of Fire and Emergency Services.

Acct. No.	P.O. No.	Amount
17-289-56-000-002	1046664	\$95,000.00

Approved by Peter Folgado
for Peter Folgado, Director of Purchasing

Approved by _____
Armando Roman, Fire Department Director

APPROVED: _____
APPROVED: _____
N/Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required
Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE				APPROVED			
				11/22/11			
COUNCILPERSON	AYE	NAY	N.V.	PERSON	AYE	NAY	N.V.
SOTTOLANO				0			
DONNELLY							
LOPEZ				V, PRES			

WITHDRAWN

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BILTONE INC., FOR MAINTENANCE, REPAIR AND VESSEL PAINTING OF THE CBRNE FIRE FIGHTING VESSEL (LOVERO) FOR THE JERSEY CITY DEPARTMENT OF FIRE AND EMERGENCY SERVICES

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Armando Roman, Director of Fire and Emergency Services

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Six (6)

DATE BIDS WERE PUBLICLY RECEIVED:

September 15, 2011

NUMBERS OF BIDS RECEIVED:

One (1)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Maintenance, Repair and Vessel Painting of the CBRNE Fire Fighting Vessel (lovero) for the Department of Fire & Emergency Services

BIDDER'S INFORMATION:

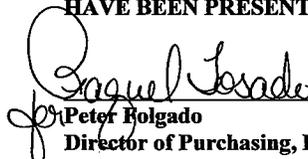
- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Biltone Inc 14 Athans Avenue South Amboy, NJ 08879	\$95,000.00

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

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

Date 10/25/11


Peter Folgado
Director of Purchasing, RPPO, QPA

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

BILTONE INC.

TRADE NAME:

ADDRESS:

**14 ATHENS AVE
SOUTH AMBOY NJ 08879**

SEQUENCE NUMBER:

0081493

EFFECTIVE DATE:

02/19/93

ISSUANCE DATE:

10/17/06



Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

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

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N J 08695

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.



Acting Director, Division of Taxation

BILTONE INC.
14 ATHENS AVE
SOUTH AMBOY NJ 08879

Tax Registration No.: **xxx-xxx-707/000**

Tax Effective Date: **06-01-93**

Document Locator No.: **C0000261148**

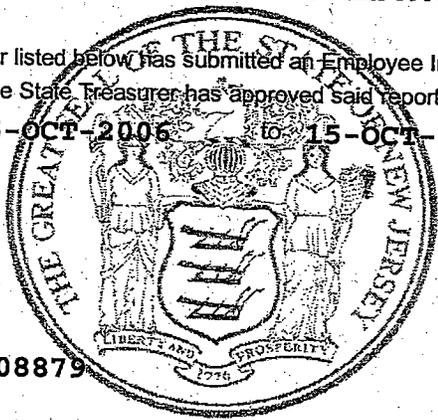
Date Issued: **10-17-06**

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

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2006** to **15-OCT-2013**



**BILTONE INC.
14 ATHENS AVENUE
SO. AMBOY**

NJ 08879



Bradley Abelan

State Treasurer

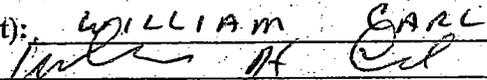
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): WILLIAM GARC
Representative's Signature: 
Name of Company: BIL TONE INC
Tel. No.: 848 203 9411 Date: 12 SEPT 2011

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

EXHIBIT A
N.J.S.A. 10:5-36 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): WILLIAM CARL

Representative's Signature: William H. Carl

Name of Company: BILTONE Inc

Tel. No.: 848 203 9411 Date: 12 SEPT 2011

**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: BILTONE INC
Address: 17 ATHENS AVE SO. AMBOY NJ 08879
Telephone No.: 848 203 9411 / 732 525 1184
Contact Name: WILLIAM CARL

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name: BILTONE Inc
Address: 14 ATHEN Ave So. AMBOY, NJ 08879
Telephone No.: 732 525 1184 / 848 203 9411
Contact Name: WILLIAM CARL

Please check applicable category:

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

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OFFICE OF EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

City Clerk File No. Res. 11-790

Agenda No. 10.1

Approved: NOV 22 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FINCH FUEL OIL CO. FOR FURNISHING AND DELIVERING UNLEADED MID GRADE GASOLINE AND DIESEL FUEL TO VARIOUS LOCATIONS FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for furnishing and delivering **UNLEADED MID GRADE GAS AND DIESEL FUEL** to various locations pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement, the City of Jersey City has received **Eight (8) Bids for Gasoline and Seven (7) for Diesel Fuel**, the lowest bid being that from both bids was **Finch Fuel Oil Co., 648 Schuyler Avenue, Kearny, New Jersey 07032** in the total bid amount for a one year period of **One Million, Two Hundred Four Thousand, Five Hundred Sixty Dollars (\$1,204,560.00)** for Gasoline and **Five Hundred Nine Thousand, One Hundred Fifteen Dollars (\$509,115.00)** for the Diesel Fuel respectively; and

WHEREAS, the term of this contract shall be for one (1) year period commencing on the date of resolution and ending on or about September 30, 2012 with an option to extend the contract with the same terms and conditions for a two one (1) year period at the request of the City in accordance with N.J.S.A. 40A:11-15 permitting a term of three years; and

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

WHEREAS, this award of contract is contingent upon sufficient funding being appropriated in the 2011 permanent budget and in subsequent calendar year budgets; and

WHEREAS, the amount of this contract for one year for Gasoline is **One Million, Two Hundred Four Thousand, Five Hundred Sixty (\$1,204,560.00) Dollars**, of which **One Hundred Twenty Thousand (\$120,000.00) Dollars** will be available in the 2011 permanent budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

WHEREAS, the amount of this contract for one year for Diesel Fuel is **Five Hundred Nine Thousand, One Hundred Fifteen (\$509,115.00) Dollars** of which **Sixty Thousand Dollars (\$60,000.00)** will be available in the 2011 permanent budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

WHEREAS, the funds in the amount of **\$180,000.00** are available in **Unclassified Operating Account No. 01-201-31-434-208, P.O. No. 104775 and 104776**

Administration/Administrative Services

Acct. No. 01-201-31-434-208(Gasoline) P.O. No. 104775 Temp. Encumbrancy \$120,000.00

Acct. No. 01-201-31-434-208(Diesel) P.O. No. 104776 Temp. Encumbrancy \$60,000.00

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

WHEREAS, if funds are not available for the contract in the 2011, 2012, 2013, and 2014 temporary and permanent budgets, the contract will be terminated; and

WHEREAS, the remaining contract funds both Gasoline and Diesel Fuel will be made available in the 2012 temporary and permanent budgets; and

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FINCH FUEL OIL CO. FOR FURNISHING AND DELIVERING UNLEADED MID GRADE GASOLINE AND DIESEL FUEL TO VARIOUS LOCATIONS FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Finch Fuel Oil Co.** be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, 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 Affair 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. 01-201-31-434-208**

Administration/Administrative Services
Acct. No. 01-201-31-434-208(Gasoline) P.O. No. 104775 Temp. Encumbrancy \$120,000.00
Acct. No. 01-201-31-434-208(Diesel) P.O. No. 104776 Temp. Encumbrancy \$60,000.00

for
APPROVED Paquel Vasado
Peter Folgado, Purchasing Director

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET
OF BID RECEPTION**

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FINCH FUEL OIL CO. FOR FURNISHING AND DELIVERING UNLEADED MID GRADE GASOLINE AND DIESEL FUEL TO VARIOUS LOCATIONS FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Steve Miller, Director, Administrative Services

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION

Peter Folgado, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Thirteen (13) for each fuel bid

DATE BIDS WERE PUBLICLY RECEIVED:

October 25, 2011

NUMBER OF BIDS RECEIVED:

Eight (8) Bids for Gasoline, Seven (7) for Diesel Fuel

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Provide Fuel for City Vehicles.

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) :

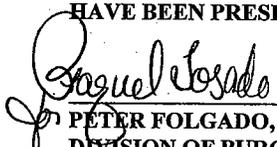
		Grand Total Bid Price
1.	Finch Fuel Co. 648 Schyler Ave., Kearny, NJ 07032	\$1,204,560 (Gasoline), \$509,115 (Diesel)
2.	National Fuel Oil, Inc. 175 Orange St., Newark, NJ 08369	\$1,218,840 (Gasoline), \$514,185 (Diesel)
3.	Allied Oil, LLC 25 Old Camplain Rd., Hillsborough, NJ 08844	\$1,221,220 (Gasoline)
	East River Energy 401 Soundview Rd., Guilford, CT 06437	\$515,685 (Diesel)
4.	Rachles-Michele's Oil Comp. 116 Kuller Rd., Clifton, NJ 07011	\$1,222,480 (Gasoline), \$516,795.00(Diesel)
5.	Riggins, Inc. 3938 South Main Rd., Vineland, NJ 08360	\$1,239,177 (Gasoline)
	Allied Oil 25 Old Camplain Rd., Hillsborough, NJ 08844	\$521,145 (Diesel)
6.	East River Energy 401 Soundview Rd., Guilford, CT 06437	\$1,233,015 (Gasoline)
	Riggins, Inc. 3938 South Main Rd., Vineland, NJ 08360	\$522,650 (Diesel)
7.	Taylor Gasoline & Diesel Fuel 77 2 nd st., Summerville, NJ 08876	\$1,239,177 (Gasoline), \$538,950 (Diesel)
8.	Petroleum Traders 7120 Pointe Inverness Way Fort Wayne, IN 46804	\$1,247,260 (Gasoline)

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

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

Date

11/15/11


PETER FOLGADO, DIRECTOR
DIVISION OF PURCHASING

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

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
FINCH FUEL OIL CO., INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
222-375-820/000

SEQUENCE NUMBER:
0463850

ADDRESS:
648 SCHUYLER AVE
KEARNY NJ 07032

ISSUANCE DATE:
08/14/02

EFFECTIVE DATE:
09/16/81

FORM-BRC(08-01)

John S. Tully
Acting Director

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

Certification 8122

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2005** to **15-MAY-2012**.

FINCH FUEL OIL CO., INC.
648 SCHUYLER AVE.
KEARNY NJ 07031



State Treasurer

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

EXHIBIT A

N.J.S.A. 10:5-36 and N.J.A.C. 17:27

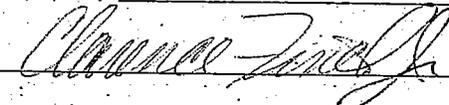
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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): CLARENCE FINCH, JR. - PRESIDENT

Representative's Signature: 

Name of Company: FINCH FUEL OIL CO., INC.

Tel. No.: 201-991-2370 Date: 10/21/11

Sample Federal Letter of Approval

U.S. Department of Labor

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



February 27, 20__

Dear

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

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

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

Sincerely,

Area Office Director.

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

VOID

This is to certify that the information furnished herein was obtained by the Employer in accordance with the provisions of the Public Law 93-502, and that the Employer has approved this report. This statement will remain in effect for the period of _____

VOID



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: FINCH FUEL OIL CO., INC.

Address: 648 SCHUYLER AVENUE, KEARNY, NJ 07032

Telephone No. : 201-991-2370

Contact Name: CLARENCE FINCH, JR.

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

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OFFICE OF EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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Woman Owned business (WBE)

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DIVISION OF PURCHASING COPY

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 CASING SERVICE CONTRACTORS

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION: 875-021-5201/02

ADDRESS: 647 ROEBLING AVE
TRENTON, NJ 08611

ISSUANCE DATE: 10/14/06

[Signature]

6374496

This Certificate is NOT negotiable or transferable. It must be exchanged for an approved state license.

 STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	647 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1893907
Date of Issuance:	October 14, 2006

For Online Use Only:
20061014112011003



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

PURCHASE ORDER NUMBER
104639

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

PURCHASE ORDER & VOUCHER

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # 0155537
BUYER STATECONT

DATE 10/25/2011 **VENDOR NO.** GO237510

VENDOR INFORMATION

GOLD TYPE BUSINESS MACHINE
351 PATERSON AVENUE

EAST RUTHERFORD NJ 07073

DELIVER TO

POLICE DEPARTMENT
8 ERIE STREET
JERSEY CITY NJ 07302

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
2.00	EA	LABOR INSTALLATION, ONSITE, COMPUTER PREP LINE: 0016, COMM CODE: 920-31-072779 GTBM IS AN AUTHORIZED DEALER/DISTRIBUTOR OF PANASONIC COMMUNICATIONS M-0483: WSCA COMPUTER CONTRACT SC A75583 QUOTE: 051001101	02-213-41-191-217	600.0000	1,200.00
2.00	EA	ELECTRICAL BOX P/N: PPTZDHS-120, PANASONIC OUTDOOR PTZ COLOR EVDO SURV BUILT IN COVERT "DANGER HIGH VOLTAGE" LINE: 0010, COMM CODE: 204-64-072701 FOR: JCPD/SUPPORT SERVICES-COMPUTER UNIT 73-85 BISHOP STREET JERSEY CITY, NJ 07304 PHONE# 201-547-5997 CONTACT PERSON: P.O. JOHN TKACZYK	02-213-41-191-217	8,009.1100	16,018.22

TAX EXEMPTION NO. 22-6002013

PO Total 17,218.22

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X _____
 VENDOR SIGN HERE

 OFFICIAL POSITION DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

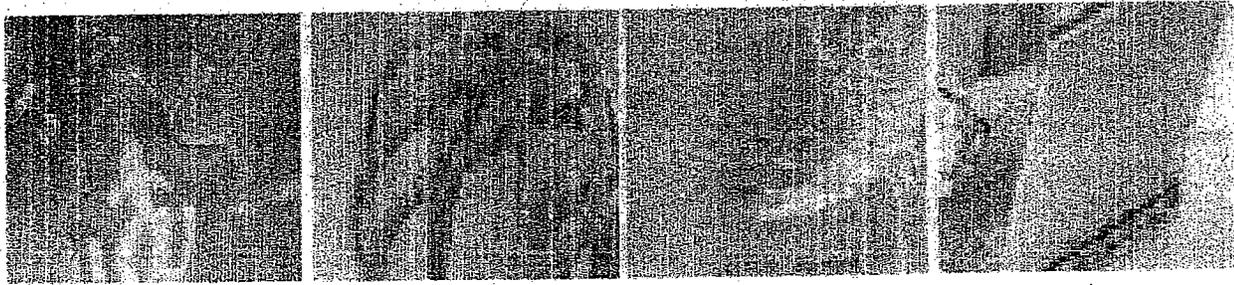
 TITLE OR POSITION DATE

 APPROVED BY THE PURCHASING AGENT DATE

 APPROVED BY ACCOUNTS & CONTROL DATE

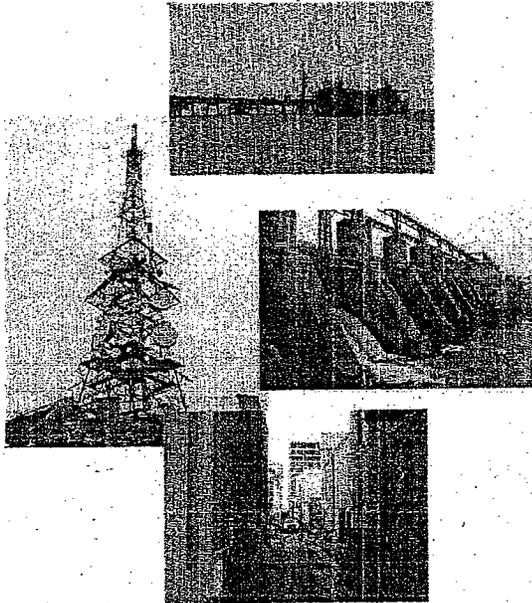
Original Copy

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



Packetalk Surveillance Solutions

Covert Video Monitoring and Recording



- *Cost-effective loss prevention at critical or unmanned facilities*
- *Remote point & click access to live and stored video*
- *Alarm-triggered recording*
- *Permanent and temporary solutions*

The upsurge in the demand for power, water, and communications has required the deployment of more unmanned facilities in order to provide these essential services. Unfortunately, the increase in the number of substations, communication towers, and pumping stations has also meant an increase in the potential of vandalism and theft at these facilities. The risk is not only measured in the loss of equipment and man-hours, but in the potential loss of service and customer goodwill.

Similar vulnerabilities exist at school and business campuses, municipal facilities, and city and town high-crime areas. The financial and even potential human loss can be averted with the proper video surveillance system. To be effective, such a system needs to not only provide live video feeds from the remote facility, but also record on an alarm conditions. The alarm management facility of the system needs to accept alarm inputs from a variety of devices and also be flexible enough to issue a variety of alarm responses. The system need also to be scalable, so necessary expansion of the system is easy and cost-effective. Most importantly, the system must provide these capabilities without the knowledge of the perpetrators.

www.packetalk.net

PACKETALK

- **Wireless or wired options**



Pictured above is one example of one of our covert camera solution. Packetalk will work with your facilities managers to design the most effective camera and connectivity technologies into the most appropriate enclosures. All outdoor enclosures are designed for use in harsh weather environments; a wide choice of indoor solutions is also available. Even though the box pictured above is designed to be permanently installed at a site, we can also design solutions that are more portable. Our temporary surveillance solutions are ideal for law enforcement and homeland security applications.

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351 Paterson Ave. East Rutherford, NJ 07073
 p: 201-935-5090 f: 201-935-7022

NJ State Contract #A69834, #T1044, GSA Contract #GS35F0738R, NJ State contract #M-0483/75583 NJ
 Contract # B27172, Morris County Co-op Contract #41

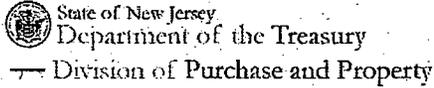
5/10/2011

Jersey City Police

Request for Price Quotation #051001101

Qty	Part#	Description	MSRP	State Disc	Price	Extended
		NJ State contract #M-0483/75583				
2	PPTZDHS-120	Line #0010 Comm Code: 204-64-072701 Panasonic OUTDOOR PTZ color EVDO surveillance built in a covert "Danger high Voltage" electrical box	\$8,999.00	11.00%	\$8,009.11	\$16,018.22
2	Labor	Line #0016 Comm Code: 920-31-072779 Installation, onsite, computer prep	\$600.00		\$600.00	\$1,200.00
Total Project						\$17,218.22

Customer to provide 110v power



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

**M-0483
 WSCA COMPUTER CONTRACT**

Vendor Information
Authorized Dealers
By Vendor
Email to MARK GILBERT

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

Download All Documents

- [Notice of Award \(NOA\) Text Adobe PDF \(56 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(25 kb\)](#)
- [Price Lists Link](#)
- [Amendment #1 - Line Item Addition - \(Maintenance\) Adobe PI \(41 kb\)](#)
- [Amendment #2 - Contract Change Adobe PDF \(41 kb\)](#)
- [Amendment #3 - Agency Information Change Adobe PDF \(9 kb\)](#)
- [Amendment #4 - Vendor Information Change Adobe PDF \(18 kb\)](#)
- [Amendment #5 - Line Item Addition Adobe PDF \(18 kb\)](#)
- [Amendment #6 - Contract Cancellation Adobe PDF \(18 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

[NOAs By Number](#)

[NOAs By Title](#)

[Search NOAs](#)

Index #:	M-0483
Contract #:	VARIOUS
Contract Period:	FROM: 10/17/07 TO: 08/31/14
Applicable To:	ALL-STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Purchase Bureau Use:	
Solicitation #:	39975
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	

Set-Aside: NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

- A. Delivery: All prices F.O.B. Destination
- B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
 PO Box 230
 Trenton, NJ 08625
 (609)-984-7047

In the event of an emergency, contact the following in the order listed:

MARK GILBERT	BUYER	609-292-6648
MARIANNE BIXLER	BUYER SUPERVISOR	609-292-2194
KEVIN MOORE	ASSISTANT DIRECTOR	609-292-1256
	PUB DATE:	10/12/11

VENDOR INFORMATION

Vendor Name & Address:	APPLE COMPUTER INC 12545 RIATA VISTA CIRCLE MS:198-3ENT AUSTIN, TX 78727
Contact Person:	DEE MURRAY
Contact Phone:	408-862-4465
Order Fax:	408-974-4908
Contract#:	70259
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**

Vendor Name & Address:	DELL MARKETING LP ACH ELECTRONIC PAYMENT ONE DELL WAY ROUND ROCK, TX 78682
Contact Person:	JILL HENDERSON
Contact Phone:	512-725-0542
Order Fax:	512-283-0542
Contract#:	70256
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO

Vendor Name & Address:	LEXMARK INTERNATIONAL INC 740 W NEW CIRCLE ROAD LEXINGTON, KY 40550
Contact Person:	MARY BETH CARTER
Contact Phone:	859-232-2116
Order Fax:	000-000-0000
Contract#:	74922
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	NETAPP INC 1921 GALLOWES RD/STE 600 VIENNA, VA 22182
Contact Person:	DENISE OROSCO
Contact Phone:	530-644-1467
Order Fax:	000-000-0000
Contract#:	75585
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	ORACLE AMERICA INC 500 ORACLE PARKWAY REDWOOD CITY, CA 94065
Contact Person:	CHRIS REAUME
Contact Phone:	248-412-4067
Order Fax:	703-364-2232
Contract#:	70258
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	PANASONIC COMMUNICATIONS & SYS CO DIV MATSUSHITA ELECTRIC THREE PANASONIC WAY 7F-3 SECAUCUS, NJ 07094-2997
Contact Person:	MICHELLE CHAPIN
Contact Phone:	908-725-1373
Order Fax:	201-271-3020
Contract#:	75583
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO

Contact Phone:	201-931-1420
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 127 GAITHER DR/STE 127-B MT LAUREL NJ 08054
Contact Person:	KEN OGBORN
Contact Phone:	609-528-8920
Dealer/Distributor Name & Address:	MELILLO CONSULTING INC 285 DAVIDSON AVE SOMERSET NJ 08873
Contact Person:	MATT JACOBSON
Contact Phone:	732-563-8400
Dealer/Distributor Name & Address:	NWN CORPORATION 130 GAITHER DR/STE 100 MT LAUREL NJ 08054
Contact Person:	CHARLES FREEMAN
Contact Phone:	856-914-5605
Dealer/Distributor Name & Address:	PRESIDIO NETWORKED SOLUTIONS 10 SIXTH RD WOBBURN MA 01801
Contact Person:	JACKIE ARNETT
Contact Phone:	781-638-2253
Dealer/Distributor Name & Address:	PROMEDIA TECHNOLOGY SVCS INC 535 US HIGHWAY 46 LITTLE FALLS NJ 07424
Contact Person:	WM PAUL NOLAN
Contact Phone:	973-253-7600
Dealer/Distributor Name & Address:	VERIZON NETWORK INTEGRATION CORP 201 CENTENNIAL AVE PISCATAWAY NJ 08854
Contact Person:	VICTOR SAVOIA
Contact Phone:	856-661-4143
Dealer/Distributor Name & Address:	XIOLOGIX LLC 8215 TUALATIN SHERWOOD RD TUALATIN OR 97062
Contact Person:	SHERYL STILL
Contact Phone:	503-691-4364
Contract#: 75582	Title: WSCA COMPUTER CONTRACT
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 4 CROSSROADS DR/STE 108 HAMILTON NJ 08691
Contact Person:	MARTIN ANGERT
Contact Phone:	609-528-8920
Contract#: 75583	Title: WSCA COMPUTER CONTRACT
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
Contact Person:	CHRIS POPIELSKI
Contact Phone:	800-808-4239
Dealer/Distributor Name & Address:	COMPUTER SYS & METHODS 15 MAPLE ST SOMERVILLE NJ 08876-2106
Contact Person:	KASH MAHNA
Contact Phone:	908-725-1373
Dealer/Distributor Name & Address:	FEENEY WIRELESS LLC 4501 HIDDEN COURT ROCKLIN CA 95677
Contact Person:	GARY WHITE
Contact Phone:	916-632-6868
Dealer/Distributor Name & Address:	GOLD TYPE BUSINESS MACHINES INC 351 PATERSON AVE EAST RUTHERFORD NJ 07073
Contact Person:	RICH PICOLLI
Contact Phone:	201-935-5090-XX24
Dealer/Distributor Name & Address:	HAYWOOD ASSOCIATES INC

ITEM DESCRIPTION: MAINTENANCE OF HARDWARE					
Vendor: PANASONIC COMMUNICATIONS & SYS CO DIV MATSUSHITA ELECTRIC			Contract Number: 75583		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOP COMPUTERS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOP COMPUTERS, INCLUDING NOTEBOOKS, TABLETS AND CONVERTIBLE TABLETS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 204-64-072701 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: COMPUTER PARTS (HARD DRIVES, PATCH PATCH CABLES, MEMORY ETC.) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES] ITEM DESCRIPTION: SUPPLIES AND CONSUMABLES FOR COMPUTERS AND PRINTERS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: INSTALLATION SERVICES FOR COMPUTERS, PERIPHERALS AND RELATED EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 920-37-074527 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: MAINTENANCE OF HARDWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

Panasonic Toughbook SRP Price List

CURRENT SKUS - 23 September 2011

Use

TYPE	FAMILY	SKU	DESCRIPTION	SRP
Accessory	ACC	CF-PWRBND53H2	BEST VALUE - Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (Dual Pass), LIND 120 Watt Power Supply and a Havis Screen Stiffener. Connectivity Includes - 3 USB2.0, 1 USB3.0, 1-Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic. Antennas not included.	1490
Accessory	ACC	CF-PWRBND53H1	BEST VALUE - Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (No Pass), a LIND 120 Watt Power Supply and a Havis Screen Stiffener. Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic.	1212
Accessory	ACC	DS-PAN-412-2-P	Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (Dual Pass) and a LIND 120 Watt Power Supply. Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic. Antennas not included.	1416
Accessory	ACC	DS-PAN-411-2-P	Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (Dual Pass). Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic. Power Supply and Antennas not included.	1227
Accessory	ACC	DS-PAN-412-P	Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (No Pass) and a LIND 120 Watt Power Supply. Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic.	1138
Accessory	ACC	7160-0359	Gamber-Johnson Healthcare Cradle for the Panasonic Toughbook CF-H2. No electronics.	269
Accessory	ACC	7160-0358	Gamber-Johnson Healthcare Docking Station for the Panasonic Toughbook CF-H2. Port replication includes (3) USB, Ethernet, VGA, Serial, Power.	530
Accessory	ACC	7160-0385	Gamber-Johnson Upgrade Kit. Use to convert an CF-H1 Vehicle Docking Station or Cradle to an CF-H2 version.	20
Accessory	ACC	7160-0349	Gamber-Johnson Vehicle Cradle for the Panasonic Toughbook CF-H2. No electronics.	403
Accessory	ACC	7160-0348	Gamber-Johnson Vehicle Docking Station for the Panasonic Toughbook CF-H2. Port replication includes (3) USB, Ethernet, VGA, Serial, Power.	700
Accessory	ACC	DS-PAN-411-P	Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (No Pass). Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic. Power Supply	850
CPU	CF-31	CF-31K1A921M	Win7, Intel Core i3-2310M 2.10GHz, No vPro, 13.1" XGA Touch, 320GB, 2GB, No WLAN, No TPM, No Bluetooth, Lightweight Battery, No Pass Through, Emissive Backlit Keyboard, HDD&Battery Lock, No Drive, Toughbook Preferred	3859
CPU	CF-H2	CF-H2ALQKN1M	Win7, Intel Core i5-2557M 1.70GHz, 10.1" TF+XGA Dual Touch, 128GB SSD, 4GB, Elite, Intel WiFi a/b/g/n, Bluetooth, Contactless Smartcard/RFID, 2MP Cam, Fingerprint, 2D Bar Laser Aim, NYC Wireless Antenna Kit, NYC Wireless Modem, No Drive, Toughbook Preferred	5059
CPU	CF-31	CF-31KEG442M	No Wireless, WinXP (Win7 COA), Intel Core i5-2520M 2.50GHz, No vPro, 13.1" XGA Touch, 320GB(7200rpm), 4GB, No WLAN, TPM, No Bluetooth, No Pass Through, No Absolute BIOS, Multi-drive, Toughbook Preferred	4649
CPU	CF-31	CF-31JFG8T1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 13.1" XGA Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:VWLAN/ Lower:Selectable), Gobi, 56k modem (RJ11), Multi-drive, Toughbook Preferred	5159
CPU	CF-31	CF-31JEG8U1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 13.1" XGA Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Single Pass (Selectable), Web Cam, No Drive, Toughbook Preferred	4419

Accessory	ACC	X4335033	Spike+ (P372) power/data cable assembly (100 ft) - single cable configuration for use in all field applications	2951
Accessory	ACC	PPTZDHS-120	Outdoor PTZ color EVDO custom in a covert "Danger high Voltage" electrical box	8999
CPU	CF-53	CF-53GAGKX1M	Win7, Intel Core i5-2520M 2.50GHz, No vPro, 14.0" HD, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, No Bluetooth, 56k modem (RJ11), No FireWire(IEEE1394), Smartcard, Multi-drive, Toughbook Preferred	2079
CPU	CF-31	CF-31JBGGA3M	WinXP (Win7 COA), Intel Core i5-2520M 2.50GHz, vPro, 13.1" XGA Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable), Gobi, GPS, Fingerprint, Emissive Backlit Keyboard, No Drive, Toughbook Premier 3Yr	5689
CPU	CF-19	CF-19AMUAX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Emissive Backlit Keyboard, No Drive, Toughbook	3879
CPU	CF-H2	CF-H2ALFHG1M	Win7, Intel Core i5-2557M 1.70GHz, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Pro, Intel WiFi a/b/g/n, Bluetooth, Gobi, 2MP Cam, 2D Bar Laser Aim, No Drive, Toughbook Preferred	4719
CPU	CF-H2	CF-H2ALFJZ1M	Win7, Intel Core i5-2557M 1.70GHz, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Pro, Intel WiFi a/b/g/n, Bluetooth, GPS, 2MP Cam, 2D Bar Laser Aim, No Drive, Toughbook Preferred	4749
CPU	CF-19	CF-19ADJAX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 256GB SSD, 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN); No Drive, Toughbook Preferred	4999
CPU	CF-19	CF-19ADUEX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Smartcard, No Drive, Toughbook Preferred	4059
CPU	CF-19	CF-19ADCAX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 128GB SSD, 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), No Drive, Toughbook Preferred	4539
CPU	CF-19	CF-19AFUAG1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Emissive Backlit Keyboard, Gobi, No Drive, Toughbook Preferred	4349
CPU	CF-19	CF-19AFUAX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Emissive Backlit Keyboard, No Drive, Toughbook Preferred	4079
CPU	CF-19	CF-19ADUG61M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:GPS), Smartcard, GPS, Gobi, No Drive, Toughbook	4769
CPU	CF-19	CF-19ADUCG1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), GPS, Gobi, No Drive, Toughbook Preferred	4549
CPU	CF-19	CF-19ACUAG1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Rubber Backlit Keyboard, Gobi, No Drive, Toughbook Preferred	4349
CPU	CF-19	CF-19ADUAG1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Gobi, No Drive, Toughbook Preferred	4099
CPU	CF-19	CF-19ACUC61M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:GPS), GPS, Rubber Backlit Keyboard, Gobi, No Drive, Toughbook Preferred	4799
CPU	CF-19	CF-19ADUU61M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:GPS), GPS, 2MP Cam, Gobi, No Drive, Toughbook	4849
CPU	CF-19	CF-19ADUUX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), GPS, 2MP Cam, No Drive, Toughbook	4579
CPU	CF-19	CF-19ADUNX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Smartcard, Fingerprint, No Drive, Toughbook	4259



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES, INC.

Trade Name:

Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073-1365

Certificate Number: 0067515

Effective Date: February 22, 1977

Date of Issuance: October 31, 2011

For Office Use Only:

20111031092858552

~~Per Res 4 11 707~~
~~#10.2~~

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

[Handwritten signature]

I certify that I am Vincent Crown CFO

of the firm of Gold Type Business Machines Inc

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

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

(Signature of respondent) *[Handwritten Signature]*

Print name Vincent Crown

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY Oct 3, 2011

NOTARY PUBLIC OF

MY COMMISSION EXPIRES:

[Handwritten Signature]
Monica K. Lewis
an Attorney - At Law of the State of New Jersey
authorized to administer this estate
pursuant to N.J.S.A. 4:2-1

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc

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:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

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

Stockholders:

Name: <u>Richard Paselli</u>	Name: <u>Patricia Collins</u>
Home Address: <u>71 Rockford Rd Rockford, NJ 07070</u>	Home Address: <u>780 Apple Rd Franklin Lakes, NJ 07417</u>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 10th day of October, 2011.

Monica K Lewis
(Notary Public)
 My Commission expires: As Attorney At Law of the State

Vincent C. Lewis, Inc.
(Print name & title of affiant)
(Corporate Seal)

of New Jersey authorized to administer this estate pursuant to N.J.S.A. 41:2-1

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

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

<NAME OF CONTRACTING AGENCY> *City of Jersey City*

*City of Jersey City
Business
Municipal*

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *City of Jersey City* 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. 10 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 *City of Jersey City* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Crughan Election Fund
Committee to Elect Willie Flood	The Election Fund of Steven Futo
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward 8
Friends of Michael Sottolano	
EEO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
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
<i>Richard Protti</i>	<i>77 Kudva Rd, Rutherford NJ 07070</i>
<i>Richard Cantore</i>	<i>780 Apple Ridge Rd, Franklin Lakes NJ 07417</i>

Part III - Signature and Attestation

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

Name of Business Entity: *City of Jersey City Business Practices Inc*
 Signature of Affiant: *Vincent Caputo* Title: *EEO*
 Printed Name of Affiant: *Vincent Caputo* Date: *10/16/11*

Subscribed and sworn before me this *02* day of *October*, 2011.


 (Witness or attested by)
Monica R. Lewis
 (Seal)

My Commission expires: *an Atty-at-law of the State of New Jersey authorized to administer this data pursuant to N.J.S.A. 41:2-1*

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

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

<NAME OF CONTRACTING AGENCY>

City of Jersey City

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form:

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

3. 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.

g. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L. 1993, c. 53 (C. 19:44A-9) for the purpose of receiving contributions and making expenditures.

f. The term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L. 1993, c. 53 (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.

16. *But 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)

PUBLIC DISCLOSURE INFORMATION

Chapter 23 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
Richard P. Smith	71 Ridge Rd, Rutherford NJ 07070	52
Patrick Collins	780 Apple Ridge Rd Franklin Lakes, NJ 07417	18

SIGNATURE

[Handwritten Signature]
Richard P. Smith

TITLE

CEO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

6 October 1977

(TYPE OR PRINT NAME OF AFFILIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

Monica B. Lewis

MY COMMISSION EXPIRES: 20

Monica B. Lewis

AM. Notary At Law of State of New Jersey authorized to administer

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

This oath pursuant to N.J.S. 9:24

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

City Clerk File No. Res. 11-791

Agenda No. 10.M

Approved: NOV 22 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR FURNISH, SUPPLY AND INSTALLATION OF HIGH VOLTAGE ELECTRICAL BOX UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Furnish, Supply and Installation of High Voltage Electrical Box** for the **Department of Police**; and

WHEREAS, pursuant to the Local Public Law, N.J.S.A. 40A:11-12 and allowing municipalities to use State Contracts; and

WHEREAS, **Gold Type Business Machine, 351 Paterson Avenue, East Rutherford, New Jersey. 07073** being in possession of **State Contract A75583**, will **Furnish, Supply and Install a High Voltage Electrical Box** in the total amount of **Seventeen Thousand, Two Hundred and Eighteen (\$17,218.00) Dollars**; and

WHEREAS, these funds are available for this expenditure in the Account shown below

Department of Police

Acct No.	P.O #	State Contract	Amount
02-213-41-191-217	104639	A75583	\$17,218.00

WHEREAS, the funding for this is from the Federal and State Grant Fund; and

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

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

RESOLVED, that upon certification by an official or employee of the City authorized to 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

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR FURNISH, SUPPLY AND INSTALLATION OF HIGH VOLTAGE ELECTRICAL BOX UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE

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 02-213-41-191-217.

Department of Police

Acct No.	P.O #	State Contract	Amount
02-213-41-191-217	104639	A75583	\$17,218.00

Approved by Patricia M Vega for:
Peter Folgado, Director of Purchasing, RPPO, QPA

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Assistant Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

1. Full Title of Ordinance/Resolution/Cooperation Agreement :

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC. FOR FURNISH, SUPPLY AND INSTALLATION OF COVERT SUREVEILLANCE CAMERAS IN ENCLOSURES MARKED "HIGH VOLTAGE".

2. Name and Title of Person Initiating Ordinance/Resolution :

SAMUEL JEFFERSON, DIRECTOR, DEPARTMENT OF POLICE

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

Gold Type Business Machines will furnish, supply and install covert sureveillance cameras at locations designated by the Chief of Police in enclosures marked "high voltage"

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

REQUIRED TO MAINTAIN AND SUPPORT WIRELESS COVER SURVEILLANCE CAMERAS (2).

5. Anticipated Benefits to the Community:

THIS IS REQUIRED FOR SECURITY AND PROTECTION OF THE COMMUNITY

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.)

SEVENTEEN THOUSAND, TWO HUNDRED AND EIGHTEEN.

7. Date Proposed Program or Project will Commence:

December 1, 2011

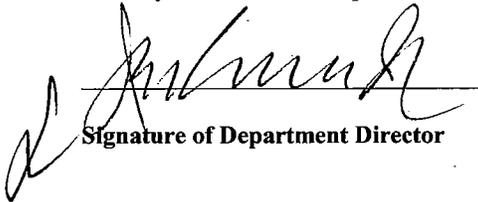
8. Anticipated Completion Date:

December 31, 2012

9. Person Responsible for Coordinating Proposed Program/Project:

Police Officer John Tkaczyk

I certify that all the facts presented herein are accurate to the best of my knowledge.


Signature of Department Director

11/17/11
Date



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

PURCHASE ORDER NUMBER
104639

THIS NUMBER MUST APPEAR ON ACKNOWLEDGEMENTS, INVOICES, PACKING SLIPS AND PACKAGES

PURCHASE ORDER & VOUCHER

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # 0155537
BUYER STATECONT

DATE 10/25/2011 **VENDOR NO.** GO237510

VENDOR INFORMATION

GOLD TYPE BUSINESS MACHINE
351 PATERSON AVENUE

EAST RUTHERFORD NJ 07073

DELIVER TO

POLICE DEPARTMENT
8 ERIE STREET
JERSEY CITY NJ 07302

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
2.00	EA	LABOR INSTALLATION, ONSITE, COMPUTER PREP LINE: 0016, COMM CODE: 920-31-072779 GTBM IS AN AUTHORIZED DEALER/DISTRIBUTOR OF PANASONIC COMMUNICATIONS M-0483: WSCA COMPUTER CONTRACT SC A75583 QUOTE: 051001101	02-213-41-191-217	600.0000	1,200.00
2.00	EA	ELECTRICAL BOX P/N: PPTZDHS-120, PANASONIC OUTDOOR PTZ COLOR EVDO SURV BUILT IN COVERT "DANGER HIGH VOLTAGE" LINE: 0010, COMM CODE: 204-64-072701 FOR: JCPD/SUPPORT SERVICES-COMPUTER UNIT 73-85 BISHOP STREET JERSEY CITY, NJ 07304 PHONE# 201-547-5997 CONTACT PERSON: P.O. JOHN TKACZYK	02-213-41-191-217	8,009.1100	16,018.22

TAX EXEMPTION NO. 22-6002013

PO Total 17,218.22

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

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

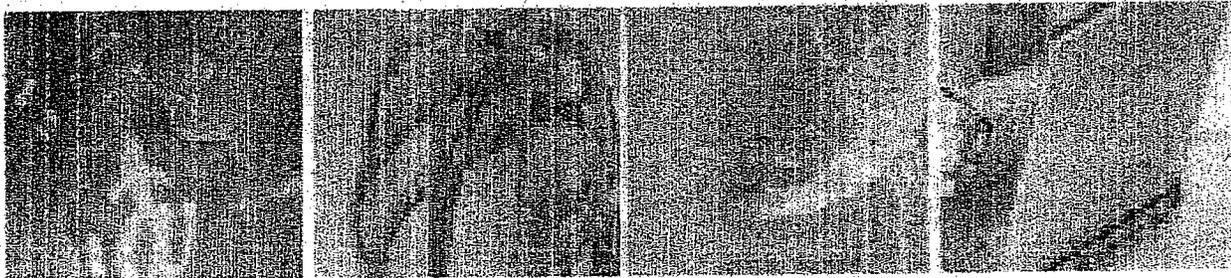
APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

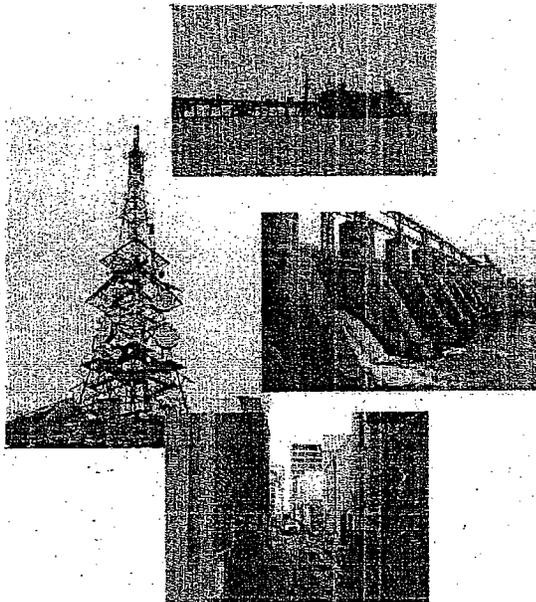
DATE

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



Packetalk Surveillance Solutions

Covert Video Monitoring and Recording



- *Cost-effective loss prevention at critical or unmanned facilities*
- *Remote point & click access to live and stored video*
- *Alarm-triggered recording*
- *Permanent and temporary solutions*

The upsurge in the demand for power, water, and communications has required the deployment of more unmanned facilities in order to provide these essential services. Unfortunately, the increase in the number of substations, communication towers, and pumping stations has also meant an increase in the potential of vandalism and theft at these facilities. The risk is not only measured in the loss of equipment and man-hours, but in the potential loss of service and customer goodwill.

Similar vulnerabilities exist at school and business campuses, municipal facilities, and city and town high-crime areas. The financial and even potential human loss can be averted with the proper video surveillance system. To be effective, such a system needs to not only provide live video feeds from the remote facility, but also record on an alarm conditions. The alarm management facility of the system needs to accept alarm inputs from a variety of devices and also be flexible enough to issue a variety of alarm responses. The system need also to be scalable, so necessary expansion of the system is easy and cost-effective. Most importantly, the system must provide these capabilities without the knowledge of the perpetrators.

www.packetalk.net

PACKETALK

- **Wireless or wired options**



Pictured above is one example of one of our covert camera solution. Packetalk will work with your facilities managers to design the most effective camera and connectivity technologies into the most appropriate enclosures. All outdoor enclosures are designed for use in harsh weather environments; a wide choice of indoor solutions is also available. Even though the box pictured above is designed to be permanently installed at a site, we can also design solutions that are more portable. Our temporary surveillance solutions are ideal for law enforcement and homeland security applications.



351 Paterson Ave. East Rutherford, NJ 07073
p: 201-935-5090 f: 201-935-7022

NJ State Contract #A69834, #T1044, GSA Contract #GS35F0738R, NJ State contract #M-0483/75583 NJ
Contract # B27172, Morris County Co-op Contract #41

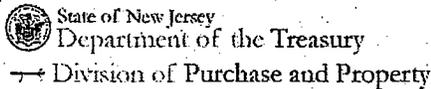
5/10/2011

Jersey City Police

Request for Price Quotation #051001101

Qty	Part#	Description	MSRP	State Disc	Price	Extended
		NJ State contract #M-0483/75583				
2	PPTZDHS-120	Line #0010 Comm Code: 204-64-072701 Panasonic OUTDOOR PTZ color EVDO surveillance built in a covert "Danger high Voltage" electrical box	\$8,999.00	11.00%	\$8,009.11	\$16,018.22
2	Labor	Line #0016 Comm Code: 920-31-072779 Installation, onsite, computer prep	\$600.00		\$600.00	\$1,200.00
Total Project						\$17,218.22

Customer to provide 110v power



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

**M-0483
WSCA COMPUTER CONTRACT**

Vendor Information
Authorized Dealers
By Vendor
Email to MARK GILBERT

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

Download All Documents

- [Notice of Award \(NOA\) Text Adobe PDF \(56 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(25 kb\)](#)
- [Price Lists Link](#)
- [Amendment #1 - Line Item Addition - \(Maintenance\) Adobe PI \(41 kb\)](#)
- [Amendment #2 - Contract Change Adobe PDF \(41 kb\)](#)
- [Amendment #3 - Agency Information Change Adobe PDF \(9 kb\)](#)
- [Amendment #4 - Vendor Information Change Adobe PDF \(18 kb\)](#)
- [Amendment #5 - Line Item Addition Adobe PDF \(18 kb\)](#)
- [Amendment #6 - Contract Cancellation Adobe PDF \(18 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #:	M-0483
Contract #:	VARIOUS
Contract Period:	FROM: 10/17/07 TO: 08/31/14
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Purchase Bureau Use:	
Solicitation #:	39975
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	

Set-Aside: NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination
 B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
 PO Box 230
 Trenton, NJ 08625
 (609) 984-7047

In the event of an emergency, contact the following in the order listed:

MARK GILBERT	BUYER	609-292-6648
MARIANNE BIXLER	BUYER SUPERVISOR	609-292-2194
KEVIN MOORE	ASSISTANT DIRECTOR	609-292-1256
	PUB DATE:	10/12/11

VENDOR INFORMATION

Vendor Name & Address:	APPLE COMPUTER INC 12545 RIATA VISTA CIRCLE MS:198-3ENT AUSTIN, TX 78727
Contact Person:	DEE MURRAY
Contact Phone:	408-862-4465
Order Fax:	408-974-4908
Contract#:	70259
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	DELL MARKETING LP ACH ELECTRONIC PAYMENT ONE DELL WAY ROUND ROCK, TX 78682
Contact Person:	JILL HENDERSON
Contact Phone:	512-725-0542
Order Fax:	512-283-0542
Contract#:	70256
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO

Vendor Name & Address:	LEXMARK INTERNATIONAL INC 740 W NEW CIRCLE ROAD LEXINGTON, KY 40550
Contact Person:	MARY BETH CARTER
Contact Phone:	859-232-2116
Order Fax:	000-000-0000
Contract#:	74922
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	NETAPP INC 1921 GALLOWES RD/STE 600 VIENNA, VA 22182
Contact Person:	DENISE OROSCO
Contact Phone:	530-644-1467
Order Fax:	000-000-0000
Contract#:	75585
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	ORACLE AMERICA INC 500 ORACLE PARKWAY REDWOOD CITY, CA 94065
Contact Person:	CHRIS REAUME
Contact Phone:	248-412-4067
Order Fax:	703-364-2232
Contract#:	70258
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	PANASONIC COMMUNICATIONS & SYS CO DIV MATSUSHITA ELECTRIC THREE PANASONIC WAY 7F-3 SECAUCUS, NJ 07094-2997
Contact Person:	MICHELLE CHAPIN
Contact Phone:	908-725-1373
Order Fax:	201-271-3020
Contract#:	75583
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO

Contact Phone:	201-931-1420
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 127 GAITHER DR/STE 127-B MT LAUREL NJ 08054
Contact Person:	KEN OGBORN
Contact Phone:	609-528-8920
Dealer/Distributor Name & Address:	MELILLO CONSULTING INC 285 DAVIDSON AVE SOMERSET NJ 08873
Contact Person:	MATT JACOBSON
Contact Phone:	732-563-8400
Dealer/Distributor Name & Address:	NWN CORPORATION 130 GAITHER DR/STE 100 MT LAUREL NJ 08054
Contact Person:	CHARLES FREEMAN
Contact Phone:	856-914-5605
Dealer/Distributor Name & Address:	PRESIDIO NETWORKED SOLUTIONS 10 SIXTH RD WOBURN MA 01801
Contact Person:	JACKIE ARNETT
Contact Phone:	781-638-2253
Dealer/Distributor Name & Address:	PROMEDIA TECHNOLOGY SVCS INC 535 US HIGHWAY 46 LITTLE FALLS NJ 07424
Contact Person:	WM PAUL NOLAN
Contact Phone:	973-253-7600
Dealer/Distributor Name & Address:	VERIZON NETWORK INTEGRATION CORP 201 CENTENNIAL AVE PISCATAWAY NJ 08854
Contact Person:	VICTOR SAVOIA
Contact Phone:	856-661-4143
Dealer/Distributor Name & Address:	XIOLOGIX LLC 8215 TUALATIN SHERWOOD RD TUALATIN OR 97062
Contact Person:	SHERYL STILL
Contact Phone:	503-691-4364
Contract#: 75582	Title: WSCA COMPUTER CONTRACT
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 4 CROSSROADS DR/STE 108 HAMILTON NJ 08691
Contact Person:	MARTIN ANGERT
Contact Phone:	609-528-8920
Contract#: 75583	Title: WSCA COMPUTER CONTRACT
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
Contact Person:	CHRIS POPIELSKI
Contact Phone:	800-808-4239
Dealer/Distributor Name & Address:	COMPUTER SYS & METHODS 15 MAPLE ST SOMERVILLE NJ 08876-2106
Contact Person:	KASH MAHNA
Contact Phone:	908-725-1373
Dealer/Distributor Name & Address:	FEENEY WIRELESS LLC 4501 HIDDEN COURT ROCKLIN CA 95677
Contact Person:	GARY WHITE
Contact Phone:	916-632-6868
Dealer/Distributor Name & Address:	GOLD TYPE BUSINESS MACHINES INC 351 PATERSON AVE EAST RUTHERFORD NJ 07073
Contact Person:	RICH PICOLLI
Contact Phone:	201-935-5090-XX24
Dealer/Distributor Name & Address:	HAYWOOD ASSOCIATES INC

ITEM DESCRIPTION: MAINTENANCE OF HARDWARE					
Vendor: PANASONIC COMMUNICATIONS & SYS CO DIV MATSUSHITA ELECTRIC			Contract Number: 75583		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOP COMPUTERS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOP COMPUTERS, INCLUDING NOTEBOOKS, TABLETS AND CONVERTIBLE TABLETS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 204-64-072701 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: COMPUTER PARTS (HARD DRIVES, PATCH PATCH CABLES, MEMORY ETC.) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES] ITEM DESCRIPTION: SUPPLIES AND CONSUMABLES FOR COMPUTERS AND PRINTERS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: INSTALLATION SERVICES FOR COMPUTERS, PERIPHERALS AND RELATED EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 920-37-074527 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: MAINTENANCE OF HARDWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

Panasonic Toughbook SRP Price List

CURRENT SKUS - 23 September 2011

Use

TYPE	FAMILY	SKU	DESCRIPTION	SRP
Accessory	ACC	CF-PWRBND53H2	BEST VALUE - Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (Dual Pass), LIND 120 Watt Power Supply and a Havis Screen Stiffener. Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic. Antennas not included.	1490
Accessory	ACC	CF-PWRBND53H1	BEST VALUE - Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (No Pass), a LIND 120 Watt Power Supply and a Havis Screen Stiffener. Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic.	1212
Accessory	ACC	DS-PAN-412-2-P	Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (Dual Pass) and a LIND 120 Watt Power Supply. Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic. Antennas not included.	1416
Accessory	ACC	DS-PAN-411-2-P	Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (Dual Pass). Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic. Power Supply and Antennas not included.	1227
Accessory	ACC	DS-PAN-412-P	Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (No Pass) and a LIND 120 Watt Power Supply. Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic.	1138
Accessory	ACC	7160-0359	Gamber-Johnson Healthcare Cradle for the Panasonic Toughbook CF-H2. No electronics.	269
Accessory	ACC	7160-0358	Gamber-Johnson Healthcare Docking Station for the Panasonic Toughbook CF-H2. Port replication includes (3) USB, Ethernet, VGA, Serial, Power.	530
Accessory	ACC	7160-0385	Gamber-Johnson Upgrade Kit. Use to convert an CF-H1 Vehicle Docking Station or Cradle to an CF-H2 version.	20
Accessory	ACC	7160-0349	Gamber-Johnson Vehicle Cradle for the Panasonic Toughbook CF-H2. No electronics.	403
Accessory	ACC	7160-0348	Gamber-Johnson Vehicle Docking Station for the Panasonic Toughbook CF-H2. Port replication includes (3) USB, Ethernet, VGA, Serial, Power.	700
Accessory	ACC	DS-PAN-411-P	Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (No Pass). Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic. Power Supply	850
CPU	CF-31	CF-31K1A921M	Win7, Intel Core i3-2310M 2.10GHz, No vPro, 13.1" XGA Touch, 320GB, 2GB, No WLAN, No TPM, No Bluetooth, Lightweight Battery, No Pass Through, Emissive Backlit Keyboard, HDD&Battery Lock, No Drive, Toughbook Preferred	3859
CPU	CF-H2	CF-H2ALQKN1M	Win7, Intel Core i5-2557M 1.70GHz, 10.1" TF+XGA Dual Touch, 128GB SSD, 4GB, Elite, Intel WiFi a/b/g/n, Bluetooth, Contactless Smartcard/RFID, 2MP Cam, Fingerprint, 2D Bar Laser Aim, NYC Wireless Antenna Kit, NYC Wireless Modem, No Drive, Toughbook Preferred	5059
CPU	CF-31	CF-31KEG442M	No Wireless, WinXP (Win7 COA), Intel Core i5-2520M 2.50GHz, No vPro, 13.1" XGA Touch, 320GB(7200rpm), 4GB, No WLAN, TPM, No Bluetooth, No Pass Through, No Absolute BIOS, Multi-drive, Toughbook Preferred	4649
CPU	CF-31	CF-31JFG8T1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 13.1" XGA Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM; Bluetooth, Dual Pass (Upper:WWAN/ Lower:Selectable), Gobi, 56k modem (RJ11), Multi-drive, Toughbook Preferred	5159
CPU	CF-31	CF-31JEG8U1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 13.1" XGA Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Single Pass (Selectable), Web Cam, No Drive, Toughbook Preferred	4419

Accessory	ACC	X4335033	Spike+ (P372) power/data cable assembly (100 ft) - single cable configuration for use in all field applications	295
Accessory	ACC	PPTZDHS-120	Outdoor PTZ color EVDO custom in a covert "Danger High Voltage" electrical box	8999
CPU	CF-53	CF-53GAGKX1M	Win7, Intel Core i5-2520M 2.50GHz, No vPro, 14.0" HD, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, No Bluetooth, 56k modem (RJ11), No FireWire(IEEE1394), Smartcard, Multi-drive, Toughbook Preferred	2079
CPU	CF-31	CF-31JBGGA3M	WinXP (Win7 COA), Intel Core i5-2520M 2.50GHz, vPro, 13.1" XGA Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable), Gobi, GPS, Fingerprint, Emissive Backlit Keyboard, No Drive, Toughbook Premier 3Yr	5689
CPU	CF-19	CF-19AMUAX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Emissive Backlit Keyboard, No Drive, Toughbook	3879
CPU	CF-H2	CF-H2ALFHG1M	Win7, Intel Core i5-2557M 1.70GHz, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Pro, Intel WiFi a/b/g/n, Bluetooth, Gobi, 2MP Cam, 2D Bar Laser Aim, No Drive, Toughbook Preferred	4719
CPU	CF-H2	CF-H2ALFJZ1M	Win7, Intel Core i5-2557M 1.70GHz, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Pro, Intel WiFi a/b/g/n, Bluetooth, GPS, 2MP Cam, 2D Bar Laser Aim, No Drive, Toughbook Preferred	4749
CPU	CF-19	CF-19ADJAX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 256GB SSD, 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), No Drive, Toughbook Preferred	4999
CPU	CF-19	CF-19ADUEX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Smartcard, No Drive, Toughbook Preferred	4059
CPU	CF-19	CF-19ADCAX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 128GB SSD, 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), No Drive, Toughbook Preferred	4539
CPU	CF-19	CF-19AFUAG1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Emissive Backlit Keyboard, Gobi, No Drive, Toughbook Preferred	4349
CPU	CF-19	CF-19AFUAX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Emissive Backlit Keyboard, No Drive, Toughbook Preferred	4079
CPU	CF-19	CF-19ADUG61M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:GPS), Smartcard, GPS, Gobi, No Drive, Toughbook	4769
CPU	CF-19	CF-19ADUCG1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), GPS, Gobi, No Drive, Toughbook Preferred	4549
CPU	CF-19	CF-19ACUAG1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Rubber Backlit Keyboard, Gobi, No Drive, Toughbook Preferred	4349
CPU	CF-19	CF-19ADUAG1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Gobi, No Drive, Toughbook Preferred	4099
CPU	CF-19	CF-19ACUC61M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:GPS), GPS, Rubber Backlit Keyboard, Gobi, No Drive, Toughbook Preferred	4799
CPU	CF-19	CF-19ADUU61M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:GPS), GPS, 2MP Cam, Gobi, No Drive, Toughbook	4849
CPU	CF-19	CF-19ADUUX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), GPS, 2MP Cam, No Drive, Toughbook	4579
CPU	CF-19	CF-19ADUNX1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 10.1" TF+XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:WLAN), Smartcard, Fingerprint, No Drive, Toughbook	4259



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES, INC.

Trade Name:

Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073-1365

Certificate Number: 0067515

Effective Date: February 22, 1977

Date of Issuance: October 31, 2011

For Office Use Only:

20111031092858552

~~Per 11-702~~
~~#10.2~~

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY SS:

per [Signature]

I certify that I am Vincent Crown CEO

Of the firm of Gold Type Business Machines Inc

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

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

(Signature of respondent) *[Signature]*

Print name Vincent Crown

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY Oct 6, 2011

NOTARY PUBLIC OF

MY COMMISSION EXPIRES:

[Signature]
Monica K. Lewis

an Attorney - At Law of the State of New Jersey
authorized to administer this oath
pursuant to N.J.S.A. 17:2-1

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the one year period preceding 11/5/11 (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, Gold Type Business Machines 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: Gold Type Business Machines Inc

Signed: [Signature] Title: CEO

Print Name: Vincent Powers Date: 11/5/11

Subscribed and sworn before me
this 12 day of Oct, 2011.

My Commission expires:

[Signature]
(Affiant)
Vincent Powers CEO
(Print name & title of affiant) (Corporate Seal)

Monica K Lewis
an Attorney At Law of the State
of New Jersey authorized to administer their
Oath pursuant to NJSA 11:2-1.

** 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.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: <u>Richard Picelli</u>	Name: <u>Patricia Coltrane</u>
Home Address: <u>71 Rockwell Rutherford, NJ 07070</u>	Home Address: <u>780 Apple Rd Franklin Lakes, NJ 07417</u>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 12 day of October, 2011

 (Notary Public)
 My Commission expires an Attorney At Law of the State

 (Print name & title of affiant)

 (Corporate Seal)

Monica K Lewis
Monica K Lewis
of New Jersey authorized to
administer this on the pursuant
to N.J.S.A. 17:2-1

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 17:44A-20.8

<NAME OF CONTRACTING AGENCY> *City of Jersey City*

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *City of Jersey City* ^{City of Jersey City} ~~entity~~ ^{has not made and will not make any reportable contributions pursuant to N.J.S.A. 17:44A-1 et seq. that pursuant to P.L. 2004, c. 10 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. 17:44A-3(f), (g) and (h).}

Friends of Peter Brennan Election Fund	Caughan Election Fund
Committee to Elect Willie Flood	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward 8
Friends of Michael Sottolano	
EEO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
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

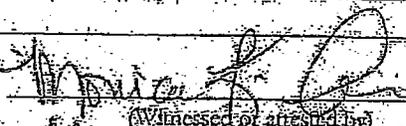
Name of Stock or Shareholder	Home Address
Richard Picotti	71 Ridge Rd, Rutherford NJ 07070
Richard Colton	780 Apple Ridge Rd, Franklin Lakes, NJ 07417

Part III - Signature and Attestation

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

Name of Business Entity: *City of Jersey City*
 Signature of Affiant: *Vincent Orenew* Title: *CFO*
 Printed Name of Affiant: *Vincent Orenew* Date: *10/16/13*

Subscribed and sworn before me this *16* day of *October*, 2013.


 (Witnesses or attested by)
Monica R. Lewis
 (Seal)

My Commission expires: *an Atty-At-Law of the State of New Jersey authorized to administer this oath pursuant to N.J.S.A. 41:2-1*

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

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

<NAME OF CONTRACTING AGENCY>

City of Jersey City

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

b. 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.

b. 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 members 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.

If 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)

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
Richard Smith	71 Bridge Rd, South Plainfield NJ 07080	52
Patrick Collins	780 Apple Bridge Rd Franklin Lakes, NJ 07417	18

SIGNATURE

[Handwritten Signature]
Vincent Brown

TITLE

[Handwritten Title]
CEO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

6 October OF 2011

(TYPE OR PRINT NAME OF AFFILIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

Monica B. Lewis

MY COMMISSION EXPIRES: 20

Monica B. Lewis

an Atty At Law of State of New Jersey authorized to administer

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

[Handwritten Note]
This is in the pursuant to WSA 4124

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

City Clerk File No. Res. 11-792

Agenda No. 10.N

Approved: NOV 22 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR SUPPLY, DELIVERY AND SUPPORT AGREEMENT OF MAPPING CLIENT EDITOR UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Supply, Delivery and Support Agreement of Mapping Client Editor** for the **Department of Police**; and

WHEREAS, pursuant to the Local Public Law, N.J.S.A. 40A:11-12 and allowing municipalities to use State Contracts; and

WHEREAS, **Gold Type Business Machine, 351 Paterson Avenue, East Rutherford, New Jersey. 07073** being in possession of **State Contract A75583**, will **Supply, Deliver and Support of Mapping Client Editor** in the total amount of **Twenty Seven Thousand, Two Hundred and Forty (\$27,240.00) Dollars**; and

WHEREAS, these funds are available for this expenditure in the Account shown below

Department of Police

Acct No.	P.O #	State Contract	Amount
01-201-25-240-310	104637	A75583	\$27,240.00

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

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

RESOLVED, that upon certification by an official or employee of the City authorized to 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

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR SUPPLY, DELIVERY AND SUPPORT AGREEMENT OF MAPPING CLIENT EDITOR UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE

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 01-201-25-240-310.

Department of Police

Acct No.	P.O #	State Contract	Amount
01-201-25-240-310	104637	A75583	\$27,240.00

Approved by Patricia M Vega for:
Peter Folgado, Director of Purchasing, RPPO, QPA

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Asst. Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

1. Full Title of Ordinance/Resolution/Cooperation Agreement :

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC. FOR FURNISH, SUPPLY AND INSTALLATION OF SCRIPT LOGIC YEARLY LICENSE RENEWAL

2. Name and Title of Person Initiating Ordinance/Resolution :

SAMUEL JEFFERSON, DIRECTOR, DEPARTMENT OF POLICE

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

Gold Type Business Machines will furnish, supply and install the Police Departments' Scriptlogic software license renewal and associated software updates

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

REQUIRED TO SUPPORT AND MANAGE THE POLICE DEPARTMENT'S TERMINAL SERVICES ENVIRONMENT, USER PROFILES, AND TERMINAL SERVICES CLIENTS

5. Anticipated Benefits to the Community:

ALLOW THE CONTINUED EFFICIENT FUNCTION OF THE POLICE DEPARTMENT WIDE AREA NETWORK NEEDED TO SUPPORT ALL POLICE DEPARTMENT ACTIVITIES

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.)

TWENTY SEVEN THOUSAND, TWO HUNDRED AND FORTY DOLLARS.

7. Date Proposed Program or Project will Commence:

December 1, 2011

8. Anticipated Completion Date:

November 30, 2012

9. Person Responsible for Coordinating Proposed Program/Project:

Police Officer John Tkaczyk

I certify that all the facts presented herein are accurate to the best of my knowledge.


Signature of Department Director

11/17/11
Date



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

PURCHASE ORDER NUMBER 104637
<small>THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES</small>

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # **0155445**
BUYER **STATECONT**

DATE	VENDOR NO.
10/25/2011	GO237510

VENDOR INFORMATION

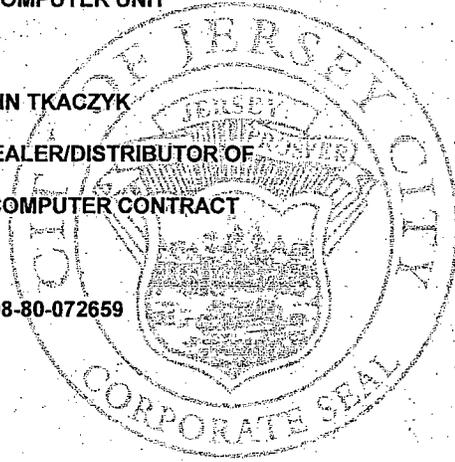
GOLD TYPE BUSINESS MACHINE
351 PATERSON AVENUE

EAST RUTHERFORD NJ 07073

DELIVER TO

POLICE DEPARTMENT
8 ERIE STREET
JERSEY CITY NJ 07302

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
120.00	EA	SUPPORT AGREEMENT P/N: CF-ICOPMSC, MAPPING CLIENT EDITOR SL DESKTOP AUTHORITY 10 SEAT LIC 1 YR SUPPORT FOR: JCPD/SUPPORT SERVICES/COMPUTER UNIT 73-85 BISHOP STREET JERSEY CITY, NJ 07304 PHONE: 201-547-5997 CONTACT PERSON: P.O. JOHN TKACZYK GTBM IS AN AUTHORIZED DEALER/DISTRIBUTOR OF PANASONIC M-0483: WSCA COMPUTER CONTRACT SC A75583 LINE: 00005, COMM CODE: 208-80-072659	01-201-25-240-310	227.0000	27,240.00



TAX EXEMPTION NO. **22-6002013**

PO Total **27,240.00**

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

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

APPROVED BY ACCOUNTS & CONTROL

DATE

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



351 Paterson Ave. East Rutherford, NJ 07073
p: 201-935-5090 f: 201-935-7022

NJ State Contract #A69834, #T1044; GSA Contract #GS35F0738R, NJ contract #75583.

3/24/2011

Jersey City Police
Att John E. Tkaczyk

Request for Price Quotation #030520101

Qty	Part#	Description	MSRP	State Disc	Price	Extended
		NJ contract #75583 Line #0005 Comm Code: 208-80-072695				
120	CF-ICOPMSC	Mapping Client Editor SL DeskTop Authority 10 Seat Lic. 1 Yr Support	\$227.00		\$227.00	\$27,240.00
Total Project						\$27,240.00

PP # 852

JERSEY CITY POLICE DEPARTMENT

DEPARTMENT REQUISITION

Date: August 3rd, 2011

The following supplies are required for use by the
COMPUTER UNIT at the following locations:

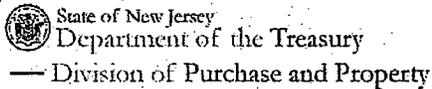
Computer Unit – JCPSCC, 73-85 Bishop Street

Item No.	Quantity:	Article:	Remarks/Price:
1	1	Licensing and Support Agreement For Scriptlogic Domain Administration Software	
		Total:	\$27,372.00
		Vendor:	
		G.T.B.M.	
		351 Paterson Avenue	
		East Rutherford, NJ 07073	
		201-935-5090	
		NJ State Contract #: A69834 T1044	

RECEIVED

Comments: Required licensing and support agreement for Scriptlogic Domain Administration software
 ANNUAL MAINTENANCE CONTRACT RENEWAL

Requested By: _____
 Approved By: _____
 Chief of Police: _____
 Director of Police: _____ 8/15/11



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

**M-0483
WSCA COMPUTER CONTRACT**

Vendor Information
Authorized Dealers
By Vendor
Email to MARK GILBERT

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

Download All Documents

- [Notice of Award \(NOA\) Text Adobe PDF \(56 kb\)](#)
- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(25 kb\)](#)
- [Price Lists Link](#)
- [Amendment #1 - Line Item Addition - \(Maintenance\) Adobe PI \(41 kb\)](#)
- [Amendment #2 - Contract Change Adobe PDF \(41 kb\)](#)
- [Amendment #3 - Agency Information Change Adobe PDF \(9 kb\)](#)
- [Amendment #4 - Vendor Information Change Adobe PDF \(18 kb\)](#)
- [Amendment #5 - Line Item Addition Adobe PDF \(18 kb\)](#)
- [Amendment #6 - Contract Cancellation Adobe PDF \(18 kb\)](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #:	M-0483
Contract #:	VARIOUS
Contract Period:	FROM: 10/17/07 TO: 08/31/14
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Purchase Bureau Use:	
Solicitation #:	39975
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	

Set-Aside: NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination
 B. Method of Operation - State Agencies Only:
Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
 PO Box 230
 Trenton, NJ 08625
 (609) 984-7047

In the event of an emergency, contact the following in the order listed:		
MARk GILBERT	BUYER	609-292-6648
MARIANNE BIXLER	BUYER SUPERVISOR	609-292-2194
KEVIN MOORE	ASSISTANT DIRECTOR	609-292-1256
	PUB DATE:	10/12/11

VENDOR INFORMATION	
Vendor Name & Address:	APPLE COMPUTER INC 12545 RIATA VISTA CIRCLE MS:198-3ENT AUSTIN, TX 78727
Contact Person:	DEE MURRAY
Contact Phone:	408-862-4465
Order Fax:	408-974-4908
Contract#:	70259
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	DELL MARKETING LP ACH ELECTRONIC PAYMENT ONE DELL WAY ROUND ROCK, TX 78682
Contact Person:	JILL HENDERSON
Contact Phone:	512-725-0542
Order Fax:	512-283-0542
Contract#:	70256
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO

Vendor Name & Address:	LEXMARK INTERNATIONAL INC 740 W NEW CIRCLE ROAD LEXINGTON, KY 40550
Contact Person:	MARY BETH CARTER
Contact Phone:	859-232-2116
Order Fax:	000-000-0000
Contract#:	74922
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	NETAPP INC 1921 GALLOWES RD/STE 600 VIENNA, VA 22182
Contact Person:	DENISE OROSCO
Contact Phone:	530-644-1467
Order Fax:	000-000-0000
Contract#:	75585
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	ORACLE AMERICA INC 500 ORACLE PARKWAY REDWOOD CITY, CA 94065
Contact Person:	CHRIS REAUME
Contact Phone:	248-412-4067
Order Fax:	703-364-2232
Contract#:	70258
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	PANASONIC COMMUNICATIONS & SYS CO DIV MATSUSHITA ELECTRIC THREE PANASONIC WAY 7F-3 SECAUCUS, NJ 07094-2997
Contact Person:	MICHELLE CHAPIN
Contact Phone:	908-725-1373
Order Fax:	201-271-3020
Contract#:	75583
Expiration Date:	08/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO

Contact Phone:	201-931-1420
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 127 GAITHER DR/STE 127-B MT LAUREL NJ 08054
Contact Person:	KEN OGBORN
Contact Phone:	609-528-8920
Dealer/Distributor Name & Address:	MELILLO CONSULTING INC 285 DAVIDSON AVE SOMERSET NJ 08873
Contact Person:	MATT JACOBSON
Contact Phone:	732-563-8400
Dealer/Distributor Name & Address:	NWN CORPORATION 130 GAITHER DR/STE 100 MT LAUREL NJ 08054
Contact Person:	CHARLES FREEMAN
Contact Phone:	856-914-5605
Dealer/Distributor Name & Address:	PRESIDIO NETWORKED SOLUTIONS 10 SIXTH RD WOBURN MA 01801
Contact Person:	JACKIE ARNETT
Contact Phone:	781-638-2253
Dealer/Distributor Name & Address:	PROMEDIA TECHNOLOGY SVCS INC 535 US HIGHWAY 46 LITTLE FALLS NJ 07424
Contact Person:	WM PAUL NOLAN
Contact Phone:	973-253-7600
Dealer/Distributor Name & Address:	VERIZON NETWORK INTEGRATION CORP 201 CENTENNIAL AVE PISCATAWAY NJ 08854
Contact Person:	VICTOR SAVOIA
Contact Phone:	856-661-4143
Dealer/Distributor Name & Address:	XIOLOGIX LLC 8215 TUALATIN SHERWOOD RD TUALATIN OR 97062
Contact Person:	SHERYL STILL
Contact Phone:	503-691-4364
Contract#: 75582	Title: WSCA COMPUTER CONTRACT
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 4 CROSSROADS DR/STE 108 HAMILTON NJ 08691
Contact Person:	MARTIN ANGERT
Contact Phone:	609-528-8920
Contract#: 75583	Title: WSCA COMPUTER CONTRACT
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
Contact Person:	CHRIS POPIELSKI
Contact Phone:	800-808-4239
Dealer/Distributor Name & Address:	COMPUTER SYS & METHODS 15 MAPLE ST SOMERVILLE NJ 08876-2106
Contact Person:	KASH MAHNA
Contact Phone:	908-725-1373
Dealer/Distributor Name & Address:	FEENEY WIRELESS LLC 4501 HIDDEN COURT ROCKLIN CA 95677
Contact Person:	GARY WHITE
Contact Phone:	916-632-6868
Dealer/Distributor Name & Address:	GOLD TYPE BUSINESS MACHINES INC 351 PATERSON AVE EAST RUTHERFORD NJ 07073
Contact Person:	RICH PICOLLI
Contact Phone:	201-935-5090-XX24
Dealer/Distributor Name &	HAYWOOD ASSOCIATES INC

ITEM DESCRIPTION: MAINTENANCE OF HARDWARE					
Vendor: PANASONIC COMMUNICATIONS & SYS CO DIV MATSUSHITA ELECTRIC			Contract Number: 75583		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOP COMPUTERS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOP COMPUTERS, INCLUDING NOTEBOOKS, TABLETS AND CONVERTIBLE TABLETS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-072695 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 204-64-072701 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: COMPUTER PARTS (HARD DRIVES, PATCH PATCH CABLES, MEMORY ETC.) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 207-72-072702 [COMPUTER ACCESSORIES AND SUPPLIES] ITEM DESCRIPTION: SUPPLIES AND CONSUMABLES FOR COMPUTERS AND PRINTERS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 920-31-072779 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: INSTALLATION SERVICES FOR COMPUTERS, PERIPHERALS AND RELATED EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 920-37-074527 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: MAINTENANCE OF HARDWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

Panasonic Toughbook SRP Price List

CURRENT SKUS - 23 September 2011

Use

TYPE	FAMILY	SKU	DESCRIPTION	SRP
Accessory	ACC	CF-PWRBND53H2	BEST VALUE - Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (Dual Pass), LIND 120 Watt Power Supply and a Havis Screen Stiffener. Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic. Antennas not included.	1490
Accessory	ACC	CF-PWRBND53H1	BEST VALUE - Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (No Pass), a LIND 120 Watt Power Supply and a Havis Screen Stiffener. Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic.	1212
Accessory	ACC	DS-PAN-412-2-P	Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (Dual Pass) and a LIND 120 Watt Power Supply. Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic. Antennas not included.	1416
Accessory	ACC	DS-PAN-411-2-P	Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (Dual Pass). Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic. Power Supply and Antennas not included.	1227
Accessory	ACC	DS-PAN-412-P	Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (No Pass) and a LIND 120 Watt Power Supply. Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic.	1138
Accessory	ACC	7160-0359	Gamber-Johnson Healthcare Cradle for the Panasonic Toughbook CF-H2. No electronics.	269
Accessory	ACC	7160-0358	Gamber-Johnson Healthcare Docking Station for the Panasonic Toughbook CF-H2. Port replication includes (3) USB, Ethernet, VGA, Serial, Power.	530
Accessory	ACC	7160-0385	Gamber-Johnson Upgrade Kit. Use to convert an CF-H1 Vehicle Docking Station or Cradle to an CF-H2 version.	20
Accessory	ACC	7160-0349	Gamber-Johnson Vehicle Cradle for the Panasonic Toughbook CF-H2. No electronics.	403
Accessory	ACC	7160-0348	Gamber-Johnson Vehicle Docking Station for the Panasonic Toughbook CF-H2. Port replication includes (3) USB, Ethernet, VGA, Serial, Power.	700
Accessory	ACC	DS-PAN-411-P	Havis Vehicle Port Replicator for the Panasonic CF-53. Includes a Havis Docking Station (No Pass). Connectivity Includes - 3 USB2.0, 1 USB3.0, 1 Ethernet, 1 Serial, 1 VGA, 1 HDMI, Speaker/Mic. Power Supply	850
CPU	CF-31	CF-31K1A921M	Win7, Intel Core i3-2310M 2.10GHz, No vPro, 13.1" XGA Touch, 320GB, 2GB, No WLAN, No TPM, No Bluetooth, Lightweight Battery, No Pass Through, Emissive Backlit Keyboard, HDD&Battery Lock, No Drive, Toughbook Preferred	3859
CPU	CF-H2	CF-H2ALQKN1M	Win7, Intel Core i5-2557M 1.70GHz, 10.1" TF+XGA Dual Touch, 128GB SSD, 4GB, Elite, Intel WiFi a/b/g/n, Bluetooth, Contactless Smartcard/RFID, 2MP Cam, Fingerprint, 2D Bar Laser Aim, NYC Wireless Antenna Kit, NYC Wireless Modem, No Drive, Toughbook Preferred	5059
CPU	CF-31	CF-31KEG442M	No Wireless, WinXP (Win7 COA), Intel Core i5-2520M 2.50GHz, No vPro, 13.1" XGA Touch, 320GB(7200rpm), 4GB, No WLAN, TPM, No Bluetooth, No Pass Through, No Absolute BIOS, Multi-drive, Toughbook Preferred	4649
CPU	CF-31	CF-31JFG8T1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 13.1" XGA Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Dual Pass (Upper:WWAN/ Lower:Selectable); Gobi, 56k modem (RJ11), Multi-drive, Toughbook Preferred	5159
CPU	CF-31	CF-31JEG8U1M	Win7, Intel Core i5-2520M 2.50GHz, vPro, 13.1" XGA Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, TPM, Bluetooth, Single Pass (Selectable), Web Cam, No Drive, Toughbook Preferred	4419

CPU	CF-U1	CF-U1ULTR1	Win7, Intel Atom Z530 1.60GHz, Ultra, 5.6" WSVGA Touch, 64GB SSD, 2GB, Intel WiFi a/b/g/n, Bluetooth, No Drive, TPM, No Pass Through, GPS, Fingerprint, 2MP Cam, 2D Bar, Demo Experience software, CF-VEBU11U-Cradle, Software Development Kit with drivers (on USB flash drive), FOR SS&L USE ONLY, NOT FOR RESALE	4723
SERVICE	SERVICE	CF-SVCMAKEYA32C	PRD-PB-IS32-2M001 KeyArmor 32GB LS 256-bit AES (CBC Mode), FIPS 140-2 Level 3 and SmartCard/CAC compatible, Metal Casing and Malware Protection, per device, 3 yrs Maintenance and Support Incl.	475
SERVICE	SERVICE	CF-SVCMAKEYA4G1	PRD-PB-IS4-2M001 KeyArmor 4GB LS 256-bit AES (CBC Mode), FIPS 140-2 Level 3 and SmartCard/CAC compatible, Metal Casing and Malware Protection, per device, 3 yrs Maintenance and Support Incl.	185
SERVICE	SERVICE	CF-SVCMAKEYA8G1	PRD-PB-IS8-2M001 KeyArmor 8GB LS 256-bit AES (CBC Mode), FIPS 140-2 Level 3 and SmartCard/CAC compatible, Metal Casing and Malware Protection, per device, 3 yrs Maintenance and Support Incl.	223
SERVICE	SERVICE	CF-SVCMASMNGR	SVC-PB-PM-00001 Mobile Armor - Support Manager - Manages Tier 1 & 2 Support for Services - Per Hour	175
SERVICE	SERVICE	CF-SVCMASOLARCI	SVC-PB-SA-00001 Mobile Armor - Solutions Architect - Design PolicyServer and Deployment Method - Per Hour	250
SERVICE	SERVICE	CF-SVCMASPMNGR	SVC-PB-SM-00001 Mobile Armor - Senior Program Manager - Team Lead for Services - Per Hour	185
SERVICE	SERVICE	CF-SVCMADRIVEA3	PRD-PB-3YR DRA-SM SWRE BUNDLE DriveArmor for Momentus Drives (drive not incl), Managed, 5x12 Support incl.	126
SERVICE	SERVICE	CF-SVCMADRIVEA3Y	PRD-PB-3YR FAS SWRE BUNDLE FileArmor FFE Suite per user, 5x12 Support incl.	39.2
SERVICE	SERVICE	CF-SVCMADRIVEA4	PRD-PB-4YR DRA-SM SWRE BUNDLE DriveArmor for Momentus Drives (drive not incl), Managed, 5x12 Support incl.	144
SERVICE	SERVICE	CF-SVCMADRIVEA4Y	PRD-PB-4YR FAS SWRE BUNDLE FileArmor FFE Suite per user, 5x12 Support incl.	44.8
SERVICE	SERVICE	CF-SVCMADRIVEA5	PRD-PB-5YR DRA-SM SWRE BUNDLE DriveArmor for Momentus Drives (drive not incl), Managed, 5x12 Support incl.	162
SERVICE	SERVICE	CF-SVCMADRIVEA5Y	PRD-PB-5YR FAS SWRE BUNDLE FileArmor FFE Suite per user, 5x12 Support incl.	50.4
SERVICE	SERVICE	CF-SVCMADRIVEA16C	PRD-PB-IS16-2C001 KeyArmor 16GB HS 256-bit AES (CBC Mode), FIPS 140-2 Level 3 and SmartCard/CAC compatible, Metal Casing and Malware Protection, per device, 3 yrs Maintenance and Support Incl.	455
SERVICE	SERVICE	CF-SVCMADATAA3Y	PRD-PB-3YR DAW SWRE BUNDLE DataArmor FDE Suite per user, 5x12 Support incl.	133
SERVICE	SERVICE	CF-SVCMADATAA4Y	PRD-PB-4YR DAW SWRE BUNDLE DataArmor FDE Suite per user, 5x12 Support incl.	152
SERVICE	SERVICE	CF-SVCMADATAA5Y	PRD-PB-5YR DAW SWRE BUNDLE DataArmor FDE Suite per user, 5x12 Support incl.	171
SERVICE	SERVICE	CF-SVCMADPEPENG	SVC-PB-SE-00001 Mobile Armor- Deployment Engineer - PolicyServer and Client Installation Services - Per Mapping Client Editor SL DeskTop Authority 10 Seat Lic. 1 Yr Support	200
SERVICE	SERVICE	CF-ICOPMSC	TRG-PB-AD-00003 Mobile Armor - Administrator Certification Training-Onsite-Instructor Led-3 Days + Lab Exam (min 6 to hold), Per Seat	228
SERVICE	SERVICE	CF-SVCMACTRNG	TRG-PB-AD-00003 Mobile Armor - Administrator Certification Training-Onsite-Instructor Led-3 Days + Lab Exam (min 6 to hold), Per Seat	2500
Accessory	ACC	CF-K52H006	500GB(7200rpm) HDD kit for CF-52mk3	233
Accessory	ACC	CF-VEB522M	Desktop Port Replicator for CF-52A-B-C-D-E-F-G-H-M-N-P-Q Mk1, 2, & 3, replaces CF-VEB521M	250
Accessory	ACC	CF-VEB311U	Desktop Port Replicator for CF-30, CF-31	365
Accessory	ACC	CF-WEB301M	Vehicle Mount Port Replicator **AC Adaptor NOT included** for CF-31, CF-31 i3	450
Accessory	ACC	CF-WEB2732	Vehicle Mount Port Replicator with USB 2.0 support, AC Adaptor Not included for CF-19, CF-30, CF-31 i3	399
Accessory	ACC	CF-VEB272A2W	Desktop Port Replicator Supporting USB2.0, AC Adaptor Not included for the CF-29, CF-30, Mk4, CF-31 i3	299
Accessory	ACC	CF-VNP004U	Large Stylus Pen with Tether Hole (Does Not Fit into Stylus Holder) for CF-M34, CF-72, CF-73, CF-29, CF-28, CF-18, CF-T8, CF-52 Touch - Order In Quantities of 10, Pricing Based On Single Pen Cost	10
CPU	CF-U1	CF-U1JQGZ1M	No Wireless, Win7, Intel Atom Z530 1.60GHz, 5.6" WSVGA Touch, Ultra, 64GB SSD, 2GB, No WLAN, No Bluetooth, No Drive, TPM, No Pass Through, 2D Bar, Toughbook Preferred	3429
CPU	CF-U1	CF-U1KQGEZ1M	No Wireless, Win7, Intel Atom Z530 1.60GHz, 5.6" WSVGA Touch, Ultra, 64GB SSD, 2GB, No Absolute BIOS, No WLAN, No Bluetooth, No Drive, TPM, No Pass Through, Fingerprint, 2MP Cam, Toughbook Preferred	3329
CPU	CF-U1	CF-U1JQGXZ1M	No Wireless, Win7, Intel Atom Z530 1.60GHz, 5.6" WSVGA Touch, Ultra, 64GB SSD, 2GB, No WLAN, No Bluetooth, No Drive, TPM, No Pass Through, Toughbook Preferred	2829



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES, INC.

Trade Name:

Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073-1365

Certificate Number: 0067515

Effective Date: February 22, 1977

Date of Issuance: October 31, 2011

For Office Use Only:

20111031092858552

~~for Rec # 11-702~~
~~#102~~

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

CITY OF JERSEY CITY SS:

for B&B

I certify that I am

Vincent Crown CFO

of the firm of

Gold Type Business Machines Inc

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

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

(Signature of respondent)

[Handwritten Signature]

Print name

Vincent Crown

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY

Oct 8, 2011

NOTARY PUBLIC OF

[Handwritten Signature]
Manica K. Lewis

MY COMMISSION EXPIRES

an Attorney-at-Law of the State of New Jersey
authorized to administer this state
pursuant to N.J.S.A. 17:2-1

**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 Gold Type Business Machines 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 Gold Type Business Machines 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: Gold Type Business Machines Inc

Signed: [Signature] Title: CEO

Print Name: Vivian Cramer Date: 11/5/11

Subscribed and sworn before me
this 12 day of Nov, 2011
My Commission expires:

[Signature]
(Affiant)
Vivian Cramer CEO
(Print name & title of affiant) (Corporate Seal)

Monica K Lewis
an Attorney At Law of the State
of New Jersey authorized to administer their
Oaths pursuant to NJSA 17:2-1

*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.

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State Governor and Legislative Leadership Committees:

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: <u>Richard Pacelli</u>	Name: <u>Patricia Collins</u>
Home Address: <u>71 Rockwell Rutherford, NJ 07070</u>	Home Address: <u>780 Apple Ridge Rd Franklin Lakes, NJ 07417</u>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 12 day of October, 2011
(Notary Public) Monica K Lewis
My Commission expires: an Attorney At Law of the State
of New Jersey authorized to
administer this oath pursuant
to N.J.S. A 41:2-1

V. J. [Signature]
(Affiant)
Vincent [Signature]
(Print name & title of affiant)
(Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON FAIR AND OPEN CONTRACTS

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

<NAME OF CONTRACTING AGENCY> *City of Jersey City*

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that this *City of Jersey City* ^{*City of Jersey City*} ~~entity~~ ^{*City of Jersey City*} 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 *10/15/11* (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 *City of Jersey City* <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Committee to Elect Willie Flood	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward 8
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
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

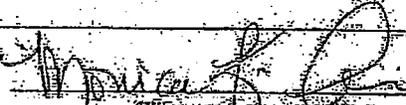
Name of Stock or Shareholder	Home Address
<i>Richard Picotti</i>	<i>71 Kudza Rd, Rutherford NJ 07070</i>
<i>Richard Collins</i>	<i>780 Apple Ridge Rd, Franklin Lakes, NJ 07417</i>

Part 3 - Signature and Attestation

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

Name of Business Entity: *City of Jersey City Business Machines Inc*
 Signature of Affiant: *Vincent DiGrew* Title: *CEO*
 Printed Name of Affiant: *Vincent DiGrew* Date: *10/16/11*

Subscribed and sworn before me this *16* day of *October*, 2011


 (Witnessed or attested by)
Monica R. Lewis
 (Seal)

My Commission expires: *any City At-Law of the State of New Jersey authorized to administer this data pursuant to N.J.S.A. 41:2-1*

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

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

<NAME OF CONTRACTING AGENCY>

City of Jersey City

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-At-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.

6. 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. 1975, c.53 (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. 1975, c.53 (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 members 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 -10 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 commissioner in the manner prescribed by section 22 of P.L. 1993, c.65 (C.19:44A-7.2)

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
Richard Piccoli	71 Ridge Rd, Leatherland NJ 07020	52
Peter C. Collier	780 Apple Ridge Rd Franklin Lakes, NJ 07417	18

SIGNATURE

[Handwritten Signature]
Vincent Piccoli

TITLE

[Handwritten Title]
CEO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

6 October OF 2011

(TYPE OR PRINT NAME OF AFFILIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES TO

Monica B. Lewis
Monica B. Lewis

ON *ALL* At Law of State of New Jersey authorized to administer
(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL)

plus oath pursuant to N.J.S.A. 17:27

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

City Clerk File No. Res. 11-793

Agenda No. 10.0

Approved: NOV 22 2011

TITLE:



RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO BIRDSALL SERVICES GROUP, INC. TO PROVIDE ENGINEERING SERVICES IN CONNECTION WITH A CLAIM BY PSE&G COMPANY IN CONNECTION WITH THE GREENE STREET SOUTH PROJECT

Council
Resolution:

Offered and moved adoption of the following

WHEREAS, the City of Jersey City (City) awarded a contract to Assuncao Brothers, Inc. Resolution No: 04-022 approved on January 14, 2004 for the Greene Street South Project No: 03-002 which was a major streetscaping project on Greene Street from Christopher Columbus Drive to Essex Street; and

WHEREAS, the Project included the construction of curbs, sidewalks, lighting, and utilities; and

WHEREAS, Resolution 05-275 approved on April 13, 2005 awarded contract L27181 in the amount of \$234,971 to PSE&G Company (PSE&G) to relocate overhead power lines to underground power lines in connection with the Project; and

WHEREAS, PSE&G claims that it performed additional work for the City in the amount of \$222,417 that was beyond the scope of its contract with the City and is seeking a change order from the City; and

WHEREAS, the City requires the services of an engineering firm to do an analysis of PSE&G's claim; and

WHEREAS, Birdsall Services Group, Inc. agrees to provide these services to the City at the hourly rate as per the RFQ , and for a total contract amount not to exceed \$12,000; and

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

WHEREAS, funds in the amount of \$12,000 are available for the cost of these services in the City Insurance Fund Commission Account No. 11-14-298-56-000-856; and

WHEREAS, the resolution awarding the contract and agreement itself must be available for public inspection.

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

1) the Mayor or Business Administrator is authorized to execute a professional services contract, in substantially the form of the attached, with Birdsall Services Group, Inc. for providing engineering services related to the analysis of the PSE&G claim for a total contract amount not to exceed \$12,000;

2) the contract term shall be for six months commencing on the date the contract is executed by City officials;

TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO BIRDSALL SERVICES GROUP, INC. TO PROVIDE ENGINEERING SERVICES IN CONNECTION WITH A CLAIM BY PSE&G COMPANY IN CONNECTION WITH THE GREENE STREET SOUTH PROJECT

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

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

I hereby certify that funds for this expenditure are available in the City Insurance Fund Commission Account No. 11-14-298-56-000-856 for payment of this resolution.



Peter Soriero
Risk Manager



Chuck F. Lee, P.E. City Engineering

APPROVED: Adriana Nigley 11/15/11

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk



BIRDSALL SERVICES GROUP

ENGINEERS & CONSULTANTS

May 9, 2011

Chuck Lee, PE
City Engineer
City of Jersey City
575 Route 440
Jersey City, NJ 07305

**RE: Proposal for Greene Street South
PSE&G Claim**

Dear Mr. Lee:

Birdsall Services Group (BSG) is pleased to submit this proposal to provide engineering services in conjunction with the various PSE&G claims presented to the City. BSG staff performed the original Construction Management for the construction of the Greene Street South project from inception and has vast knowledge on this particular project. While current file reside within the City's Department of Public Works Building, our staff has reviewed electronic files to enable us to propose on this work. We clearly understand the key issues and challenges required for the successful completion of the work due to our history of providing construction management, inspection and coordination services to Cities and Municipalities on specific construction projects and as an engineer of record for many municipalities, Authorities and Counties in the State of New Jersey, Pennsylvania and New York. We understand the City's goal of providing a safe on time project. **Our goal is to meet and exceed your expectations.**

PROJECT UNDERSTANDING

The Greene Street South project consisted of a major streetscaping project from Christopher Columbus Drive to Essex Street. This work involved the construction of curbs, sidewalks, lighting and various utilities to complete the ever growing "gold coast" of Jersey City. An agreement was presented from PSE&G in the amount of \$234,971.00 to provide electrical service upgrades throughout the area that was fully executed by City Council. During construction, PSE&G stated that there were additional items of work above and beyond the original scope of work that increased the amount by 94% or an additional \$222,417.14. BSG staff has attended various meetings with the City and PSE&G to resolve this particular item but lack full data from PSE&G.

While the full scope of work cannot be assessed at this time due to the various unknowns with potential meetings, review of contract files etc. BSG would like to offer services to the City at rates previously approved by City Council on a time and material basis for an initial fee of \$12,000.00.

As you are aware, BSG is a full-service, single-source engineering and consulting firm. We are able to provide the City with our valuable resource of over 400 technical and administrative personnel. BSG has extensive experience furnishing clients with the full range of services that will be required as part of this contract.

We have an outstanding team of experienced professionals for this project as indicated in the Project Understanding and the key personnel staff that will complete this project.

WWW.BIRDSALL.COM

611 Industrial Way West, Eatontown, NJ 07724 | 888.335.BSGi (2744) | 732.380.1701 fax



BIRDSALL SERVICES GROUP
ENGINEERS & CONSULTANTS

BSG appreciates the opportunity to work with the City on this project. We ask that you review the attached material, and we trust that you will find the BSG Team's credentials commensurate with your requirements. Upon approval, this office will inspect, review and create duplicates all of the previously submitted files. Please feel free to contact me directly in regard to this contract.

We look forward to providing you with high quality, timely, innovative, and cost effective services for this important project.

Best regards,

Birdsall Service Group



Paul K. Nolan, P.E.

Vice President

Construction Administration & Inspection



GENERAL CONDITIONS

1. AGREEMENT

This Agreement (the "Agreement") between Birdsall Services Group (hereinafter designated as BSG) and CLIENT consists of the proposal (attached and incorporated by reference), and these General Conditions. The Agreement entails the entire agreement and understanding between the parties hereto with respect to the subject services and shall not be varied in its terms by any previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification or waiver of any provision of this Agreement shall be binding on either party unless made in writing and executed by BSG and a duly authorized agent of the CLIENT.

Unless otherwise specified in the Agreement, the fees and charges set forth in the proposal will be valid for a period of ninety (90) days from the date of the proposal. In addition, hourly rates are subject to change January 1 and July 1 of each year.

BSG will not initiate service without formal agreement on General Conditions and other terms and conditions set forth in this Agreement. For purposes of convenience, CLIENT may choose to accept this Agreement orally or to orally authorize BSG to initiate services. In either event, CLIENT specifically agrees that, as a material element of the consideration BSG requires to execute the services indicated herein, CLIENT's oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of this Agreement. CLIENT's or BSG's unilateral modification of this Agreement subsequent to BSG's initiation of service is expressly prohibited. Furthermore, all terms and conditions on CLIENT's purchase orders, work orders and/or other directives that are in conflict with the terms of this Agreement, are inapplicable to this Agreement and to BSG's involvement in CLIENT's project.

2. STANDARD OF SERVICES AND WARRANTY

Services performed by BSG under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. No other representation whatsoever, express or implied, and no warranty or guarantee whatsoever is included or intended in this Agreement, or as to any report, opinion, document or otherwise.

3. EXISTING CONDITION AND RIGHT OF ENTRY

- a) The CLIENT warrants to BSG that CLIENT has the legal right to authorize BSG's entry upon the real property where BSG's services are to be performed (hereinafter the "Site"). The CLIENT grants to BSG and its subcontractors the complete and unabridged right and authority to enter the Site and any property adjoining the Site, upon the CLIENT'S receipt of authorization, as is necessary to permit BSG to fulfill the work called for by this Agreement. CLIENT shall provide BSG with any written agreement relative to Site access and/or access to property adjoining the Site. In the prosecution of the work under this Agreement, BSG will take all reasonable precautions to avoid damage to subterranean structures or utilities and shall make notice to the utilities hotline. To the fullest extent permitted by law CLIENT shall waive any claim against BSG and its subcontractors, consultants, agents, officers, directors and employees, and shall indemnify, defend and hold them harmless from any claim or liability for injury or loss arising from damages to, or contact with, subterranean structures or utilities which are not identified by the utility mark out, or are not called to BSG's attention and/or not correctly shown on the plans furnished to BSG.
- b) BSG will take reasonable precautions to minimize damage to the Site and such adjoining properties. The CLIENT understands and agrees that BSG's activities may unavoidably cause some damage, the correction of which is not a part of this Agreement unless specified in the scope of services.
- c) The CLIENT shall provide "as built" drawings of any structures on the Site as well as any reports data, studies, plans, specification documents or other information which exists as required by BSG for the proper performance of its services. BSG shall be entitled to rely upon any such information, but shall assume no responsibility or liability for its accuracy. CLIENT shall defend, indemnify and save harmless BSG, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorney's fees, arising out of errors, omissions and inaccuracies in documents and information provided to BSG by CLIENT.

4. CONSTRUCTION PHASE SERVICES

If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply:

- a) If BSG is called upon to observe the work of CLIENT'S construction contractor(s) for the detection of defects or deficiencies in such work, BSG will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. BSG shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
- b) If BSG is called upon to review submittals from construction contractor(s), BSG shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The BSG action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the BSG' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities.
- c) BSG shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. BSG shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s).
- d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity in favor of CLIENT and BSG, and shall name both the CLIENT and BSG as additional insured.



5. CHARGES, BILLING AND PAYMENT

- a) For the performance of its services, BSG shall be paid by the CLIENT in accordance with the Agreement. BSG shall submit invoices to the CLIENT monthly, and a final invoice upon completion of all services. Payment is due upon presentation of an invoice and is past due thirty (30) days from the date of each invoice. The CLIENT agrees to pay a finance charge of two percent (2%) per month, or, if lesser, the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the CLIENT agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by BSG. All past due payments which are made shall be applied first to accrued interest and then the principal unpaid amount.
- b) If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify BSG, in writing, of its objection within fifteen (15) days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. In the event that payment to BSG is not maintained on a thirty (30) day current basis, BSG may, upon providing ten (10) days written notice to the CLIENT, suspend further performance and withhold any and all data from the CLIENT until such invoiced payment(s) is restored to a current basis.
- c) BSG will begin collection efforts for any invoices which are not paid within one hundred twenty (120) days of the date of the invoice. Any invoices that are not paid within thirty (30) days of CLIENT's receipt of collection action notification by an attorney or collection agency shall constitute a release of BSG from any and all contract claims which CLIENT may have against BSG for services performed under said invoice(s).
- d) CLIENT shall have no right to offset against the amounts due BSG and no deductions shall be made from BSG's compensation on account of any actual or alleged claims, action, breach, error, omission, liability, penalty or damage actually or allegedly caused by or arising from any of BSG's services under this Agreement.
- e) Expenses incurred for services, equipment and facilities not furnished by BSG are charged to CLIENT at cost plus fifteen percent. Automobile travel may be charged at the applicable Internal Revenue Service rate.

6. NON-DISCLOSURE AGREEMENT

The technical and pricing information contained in any proposals submitted by BSG as to this project, or in this Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released, disclosed or otherwise made available to any third party without the express written consent of BSG.

7. SUSPENSION AND/OR DELAY OF SERVICES

- a) CLIENT may, at any time, by ten (10) days written notice to BSG, suspend further performance by BSG. If payment of invoices by CLIENT is not maintained on a thirty (30) day current basis, as stated above BSG may by ten (10) days written notice to the CLIENT suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days shall, at the option of BSG, make this Agreement subject to termination or renegotiation.
- b) All suspensions and/or delays in the performance of this Agreement not caused by BSG (other than under the Force Majeure provision of paragraph 9) shall extend the contract completion date for a term consistent with the extent of such suspension or delay. BSG shall be paid for all services performed up to the date of suspension or delay, plus suspension and/or delay charges. Suspension and/or delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred which are attributable to any suspension and/or delay.

8. TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, BSG shall be paid for services performed to the termination notice date, plus reasonable termination charges. Termination charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred which are attributable to termination.

9. FORCE MAJEURE

Neither party shall be deemed in default of this Agreement or any order hereunder to the extent that any delay or failure in the performance of any obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, terrorism, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the services covered by this Agreement.

10. OWNERSHIP, MANAGEMENT AND USE OF DOCUMENTS

- a) All materials resulting from BSG's efforts on this project including documents, calculations, maps, photographs, drawings, computer printouts, notes, samples, specimens and any other pertinent data, are instruments of BSG's professional service ("Instruments of Service"), and BSG shall retain ownership and property interest, including all patents and copyrights.
- b) BSG shall maintain for the CLIENT all materials as described in paragraph 10a above, in kind or on electronic media, for a period of not less than five (5) years after completion of the project, except for soil samples and specimens which shall be maintained for a period of two (2) months after the submission of BSG's final report, unless the CLIENT otherwise specifies, or unless otherwise required by applicable law. The CLIENT shall specify in advance and pay for all arrangements where special or extended maintenance of such materials by BSG is to occur.
- c) All Instruments of Service resulting from BSG's efforts on this project are not intended or represented to be suitable for reuse by the CLIENT or others. Reuse of said reports or other materials by the CLIENT without written permission from BSG for the specific purpose intended shall be at the user's sole risk, without any liability whatsoever on BSG's part, and to the fullest extent permitted by law CLIENT agrees to indemnify and hold harmless BSG for all claims, damages and expenses, including, but not limited to, attorneys' fees, arising out of such unauthorized reuse or from and against any action or claim brought by any person or entity claiming to have relied on the Instruments of Service without BSG's written authorization. Any reuse of the instruments of service occurring with BSG's written permission shall entitle BSG to further compensation in amounts to be agreed upon with the CLIENT.



11. ELECTRONIC DOCUMENTS

- a) All drawings, specifications and/or other documents prepared by BSG or its subconsultants in electronic or other machine-readable format (Electronic Documents) are provided merely as a convenience to the CLIENT in connection with the CLIENT's performance of its responsibilities and obligations relating to the Work. Electronic Documents do not replace or supplement the paper copies of any drawings, specifications or other documents.
- b) The parties agree that Electronic Documents are not, nor shall they be construed to be, a product. It is expressly agreed by the CLIENT that there are no warranties of any kind made with respect to such Electronic Documents or in the media in which they are contained, either express or implied.
- c) If any differences exist between the printed and any Electronic Documents, the information contained in the instruments of service shall be presumed to be correct and take precedence over the Electronic Documents, unless BSG specifically advises CLIENT to the contrary in writing.
- d) CLIENT agrees not to add to, modify or alter in any way, or to allow others to add to, modify or alter in any way, Electronic Documents or any printed copies thereof, unless CLIENT has received the express written consent of BSG to do so.
- e) CLIENT further agrees that the electronic Documents were prepared for use in connection with this project only and that the Electronic Documents are supplied to CLIENT for the limited purpose stated above only. CLIENT agrees not to use, or allow others to use, the Electronic Documents, in whole or in part, for any purpose or project other than as stated above.
- f) To the fullest extent permitted by law CLIENT agrees to indemnify, defend and hold harmless BSG from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys fees) arising as the result of either: 1) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the paper copies of the instrument of service or where the use of the paper copies of the instrument of service would have prevented the claim, judgment, suit, liability, damage, cost or expense; or 2) from any addition to, modification, alteration, change to, or misinterpretation, of the Electronic Documents.

12. INSURANCE

BSG maintains workers' compensation, employer's liability insurance, comprehensive general, automobile and \$1,000,000 of professional liability insurance coverage. Certificates of insurance evidencing such coverage shall be provided upon request.

13. INDEMNITY

- a) To the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless BSG from and against all claims, damages, losses and expenses, whether direct or indirect, including but not limited to fees and charges of attorneys and court or alternative dispute resolution proceedings as set forth in Section 18, arising out of or resulting from the services or work of BSG or any claims against BSG arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that BSG is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the cause of the damages, claims and liabilities.
- b) The obligations under this Section 13 and all other obligations to provide indemnity under this Agreement shall survive the termination of this Agreement.

14. LIMITATIONS OF LIABILITY

- a) BSG's liability for injury or loss arising from, out of or in any way relating to this Agreement from any cause(s) whatsoever, including, but not limited to, BSG's negligence, errors, omissions, strict liability, breach of contract or breach of any statutory duty or obligation, shall not exceed the total compensation received by BSG under this Agreement or \$50,000, whichever is greater.
- b) The CLIENT agrees to indemnify, defend and hold harmless BSG from any loss in excess of the limits determined in paragraph 14a above for injury or loss sustained by any person or entity including, without limitation, injury sustained by the CLIENT or any third party, allegedly caused by BSG's performance of services hereunder.
- c) To the fullest extent permitted by law CLIENT agrees to indemnify, defend and hold harmless BSG from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys fees) arising as the result of either: 1) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the paper copies of the instrument of service or where the use of the paper copies of the instrument of service would have prevented the claim, judgment, suit, liability, damage, cost or expense; or 2) from any addition to, modification, alteration, change to, or misinterpretation, of the Electronic Documents.
- d) CLIENT agrees to notify any parties (e.g. construction manager, contractor, subcontractor, consultant, etc.) who may reasonably be expected to perform work on behalf of CLIENT in connection with any instrument of service prepared by BSG, of said limitation of professional liability, and require, as a condition precedent to their performing their services, a similar limitation of liability on their part in favor of BSG.
- e) It should be expressly understood that this limitation of liability is agreed by BSG and the CLIENT to be a reasonable assumption of risk based on the fee structure outlined in this Agreement. In the event that the CLIENT is unwilling to limit BSG's liability in accordance with the provisions set forth herein, CLIENT may, upon written request prior to acceptance of this Agreement request an increase in the limit of BSG's liability in consideration of increased professional fees for the assumption of greater risk for the services covered under this Agreement.
- f) Neither CLIENT or BSG shall be liable to each other for incidental or consequential damages, including, without limitation, loss of use or loss of profits, incurred by the CLIENT or the CLIENT's subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, breach of any statutory duty or obligation, willful misconduct or negligent act or omission, whether professional or non-professional, of either party.
- g) The limitation of liability established under this Agreement shall survive the expiration or termination of this Agreement and shall apply to any additional services provided as the result of additional work orders, change orders or other CLIENT directives.

15. INDEPENDENT CONTRACTOR

BSG is and shall perform its services under this Agreement as an independent contractor and not as the CLIENT's agent, partner or joint venture. BSG is employed to render professional services only, as specified in the scope of services, and any payments made by the CLIENT are compensation solely for such services rendered. BSG's review or supervision of work prepared or performed by any individuals or firms employed by the CLIENT shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

16. ASSIGNMENT

There shall be no assignment of the rights or obligations in this Agreement by either party without the written consent of the other party.



17. DISPOSAL OF CONTAMINATED MATERIAL

All materials, samples and/or waste of, or containing, hazardous, toxic and/or radioactive contaminants are the property and responsibility of the CLIENT and shall be the responsibility of CLIENT respecting the proper disposal thereof.

18. DISPUTES

All claims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner:

- a) The parties shall enter into good faith negotiations to select a method of dispute resolution other than litigation, such as, arbitration, mediation or other methods of alternative dispute resolution;
- b) In the event the parties are unable to agree on a method of dispute resolution other than litigation, such suit shall be brought in the Superior Court of the State of New Jersey and the parties agree to submit to the jurisdiction of such Court.

19. NOTICES

Any notice given hereunder shall be deemed served when delivered in person or by commercial courier or express delivery service to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered, certified or duly posted regular mail, to the business address identified in the Proposal.

20. GOVERNING LAW

Unless otherwise provided in an attachment to this Agreement, the law of the State of New Jersey shall govern the validity of this Agreement, its interpretation, and remedies for contract breach or any other claims related to this Agreement.

21. NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than the CLIENT and BSG.

22. SEVERABILITY

If any term, condition or provision of this Agreement is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision hereof and all other provisions shall remain fully enforceable.

23. SIGNATURES

The signatories as identified in the proposal and/or other work orders, contract amendment requests or other CLIENT directives are the authorized representatives upon whose authority each party may rely in performance of this Agreement. Any information or notices as required or permitted under this Agreement are deemed to have been sufficiently given to either party if provided to the signatories at their referenced addresses, or to such parties and/or addresses as such signatories may subsequently designate.

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

City Clerk File No. Res. 11-794

Agenda No. 10.P

Approved: NOV 22 2011



TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF NEE, BEACHAM AND GANTNER TO REPRESENT THE CITY OF JERSEY CITY AND MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED ASTRIAB V. CITY OF JERSEY CITY, ET AL.

WHEREAS, John Astriab and several other police officers have file a complaint in Federal District Court of New Jersey against the City of Jersey City, Mayor Jerramiah Healy and former Police Chief Robert Troy alleging they were denied promotion to the rank of police lieutenant for discrimination and retaliatory reasons; and

WHEREAS, the Corporation Counsel has determined that it was necessary to appoint outside counsel to represent the City of Jersey City and Mayor Jerramiah Healy in this matter; and

WHEREAS, special counsel was previously retained to provide these services at an hourly rate of \$125.00 per hour; and

WHEREAS, the law firm of Nee, Beacham and Gantner possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, this matter continue to be litigated, additional services are required; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, in May, 2011, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Nee, Beacham & Gantner have submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Nee, Beacham & Gantner has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of the contract; and

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

WHEREAS, the resolution reauthorizing the award and the agreement itself must be available for public inspection.

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

1. The agreement with the law firm of Nee, Beacham and Gantner is hereby reauthorized for one year effective November 29, 2011 for a total amount of the remaining balance from the previous contract in the amount of \$26,875.65, including expenses.

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF NEE, BEACHAM AND GANTNER TO REPRESENT THE CITY OF JERSEY CITY AND MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED ASTRIAB V. CITY OF JERSEY CITY, ET AL.

- 2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 3. This agreement is awarded without competitive bidding, as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.
- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of the resolution.
- 5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

WM/igp
11/14/11

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Asst. Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk



CITY OF JERSEY CITY
Office of the Corporation Counsel

280 Grove Street
Jersey City, New Jersey 07302
Telephone: (201) 547-4667
Fax: (201) 547-5230

Jerramiah Healy, Mayor

Bill Matsikoudis, Corporation Counsel

November 15, 2011

President and Council Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

Re: Professional Services Agreement with Nee, Beacham & Gantner in the matter of Astriab v. City of Jersey City, et al.

Dear President and Council Members of the Municipal Council:

On the Agenda for the City Council's consideration is a Resolution reappointing Nee, Beacham & Gantner to represent the City in the above matter. We are renewing this contract because one year has expired and we are required to by law N.J.S.A. 40A:11-15. Nee, Beacham & Gantner only utilized \$22,389.50 of \$50,000 that was previously authorized. Accordingly, we are not seeking any additional funding authorization.

Very truly yours,

WILLIAM MATSIKLOUDIS
CORPORATION COUNSEL

WM/igp

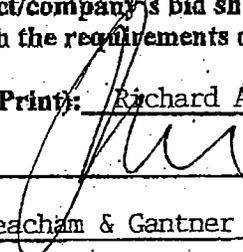
c: John Kelly, Business Administrator
Robert Bryne, City Clerk

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

EXHIBIT A
N.J.S.A. 10:5-36 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): Richard A. Gantner, Esq./Partner

Representative's Signature: 

Name of Company: Nee, Beacham & Gantner

Tel. No.: 908-704-8888 Date: October 20, 2011

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

CERTIFICATE

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

To be in effect, this certificate must be signed by the State's Employee Information Report personnel in PLAC, TRACY at the time of the report. This certificate will remain in effect for the period of _____

VOID

VOID



State Treasurer

Sample Federal Letter of Approval

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract Compliance Programs
Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108



February 27, 20__

Dear

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

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

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

Sincerely,

Area Office Director.

**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 : Nee, Beacham & Gantner
Address : 722 Courtyard Drive, Hillsborough, NJ 08844
Telephone No. : 908-704-8888
Contact Name : Richard A. Gantner, Esq.

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

**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 : Nee, Beacham & Gantner
Address : 722 Courtyard Drive, Hillsborough, NJ 08844
Telephone No. : 908-704-8888
Contact Name : Richard A. Gantner, Esq.

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**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. 52:32-4 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 this 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 c 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

Taxpayer Name: GANTNER,RICHARD A & BEACHAM,ROBERT J
Trade Name: NEE, BEACHAM & GANTNER
Address: 722 COURTYARD DRIVE
HILLSBOROUGH, NJ 08844
Certificate Number: 0721768
Effective Date: February 18, 1999
Date of Issuance: April 02, 2009

For Office Use Only:

20090402104216390

**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 Nee, Beacham & Gantner (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 Nee, Beacham & Gantner (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: Nee, Beacham & Gantner

Signed [Signature] Title: Partner

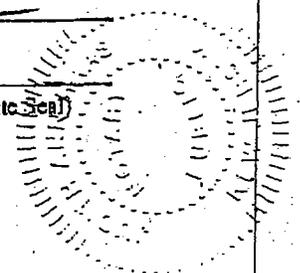
Print Name Richard A. Gantner Date: October 20, 2011

Subscribed and sworn before me
this 20th day of October, 2011.
My Commission expires:

[Signature]
(Affiant)

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

JUDITH ANN HAAS
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 12/14/2011



****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.**

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).

Friends of Peter Brennan Election Fund	Gaghan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
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

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: Nee, Beacham & Gantner

Signed: [Signature] Title: Partner

Print Name: Richard A. Gantner Date: October 20, 2011

Subscribed and sworn before me this 20 day of October, 2011

My Commission expires: _____

[Signature]
(Affiant)

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

JUDITH ANN HAAS
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 12/14/2011

AGREEMENT

This Agreement dated the _____ day of _____, 2011 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Richard Gantner, Esq. of Nee, Beacham & Gantner (Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City and Mayor Jerramiah Healy with legal services in connection with the matter of Astriab v. City of Jersey City, et al. Special Counsel shall submit 60 day status reports to the Corporation Counsel with a complete analysis of legal issues, risk of liability and the likely number of depositions to be taken. Special Counsel shall provide a brief summary of each deposition upon completion.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$26,875.65.

B. The **Special Counsel** shall provide a monthly statement for services rendered.

The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for

payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request

the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible

personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this agreement shall end on

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following

documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

John Kelly
Business Administrator

WITNESS:

Nee, Beacham & Gantner

Richard Gantner, Esq.

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

City Clerk File No. Res. 11-795

Agenda No. 10.0

Approved: NOV 22 2011

TITLE: **RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MCENERNEY, BRADY AND COMPANY, LLC, CERTIFIED PUBLIC ACCOUNTANTS**



COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, the City of Jersey City (City) requires the services of an accounting firm to provide forensic auditing services in connection with the payment in lieu of taxes (PILOT) programs granted to Marbella Tower Urban Renewal Associates, LLC the owner of 425 Washington Street and to EQR U.R. at 77 Hudson Street the owner of 70 Greene Street; and

WHEREAS, McEnerney, Brady and Company, LLC (MBC), 293 Eisenhower Parkway, Suite 270, Livingston, New Jersey is qualified to perform these services and submitted a proposal dated October 25, 2011 indicating that it will provide the services for a total contract amount not to exceed \$20,000.00 which is based on the fee schedule set forth below; and

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

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

WHEREAS, the City's Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and

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

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

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

WHEREAS, funds in the amount of \$20,000.00 are available in Account No. 01-201-20-100-314; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with McEnerney, Brady and Company, LLC for providing forensic auditing services in connection with the payment in lieu of taxes (PILOT) programs granted to Marbella Tower Urban Renewal Associates, LLC the owner of 425 Washington Street and to EQR U.R. at 77 Hudson Street the

TITLE:

owner of 70 Greene Street for a total contract amount not to exceed \$20,000.00 which is based on the following fee schedule:

Partner/Principal	\$175.00 per hour
Senior Manager/Manager	\$135.00 per hour
Professional Staff	\$100.00 per hour

2. The contract term shall be six (6) months commencing on the date the contract is executed by City officials;
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution; and
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that funds in the amount of \$20,000.00 are available in Account No. 01-201-20-100-314 for payment of this resolution. *PO 104720*

Donna Mauer

Donna Mauer, Chief Financial Officer

RR
11-14-11

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Asst. Corporation Counsel

Certification Required
Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan

Peter M. Brennan, President of Council

Robert Byrne

Robert Byrne, City Clerk

DETERMINATION OF VALUE CERTIFICATION

Donna Mauer, of full age, hereby certifies as follows:

1. I am the Chief Financial Officer of the City of Jersey City (City) and have knowledge of the goods and services that the City needs.
2. The City requires the services of an accounting firm to provide forensic auditing services in connection with certain PILOT's.
3. McEnerney, Brady and Company, LLC are qualified to perform these services and submitted a proposal dated October 25, 2011 indicating that they will perform these services for a sum not to exceed \$20,000.00.
4. The contract term shall be six (6) months commencing on the date the contract is executed by City officials.
5. The estimated amount of the contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.4 et seq..
7. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 11/16/11



Donna Mauer, Chief Financial Officer

AGREEMENT

AGREEMENT made this ____ day of _____, 2011 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and McEnerney, Brady and Company, LLC, 293 Eisenhower Parkway, Suite 270, Livingston, New Jersey 07039 (hereinafter referred to as "Consultant").

WHEREAS, the City of Jersey City (City) requires the services of an accounting firm to provide forensic auditing services in connection with the payment in lieu of taxes (PILOT) programs granted to Marbella Tower Urban Renewal Associates, LLC the owner of 425 Washington Street and to EQR U.R. at 77 Hudson Street the owner of 70 Greene Street; and

WHEREAS, Consultant has the skills and expertise necessary to provide these services to the City; and

WHEREAS, Consultant agrees to perform these services for the City for a total sum not to exceed \$20,000.00; and

WHEREAS, this Agreement was authorized by Resolution No. _____ approved on _____, 2011.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Consultant to provide forensic auditing services in connection with the payment in lieu of taxes (PILOT) programs granted to Marbella Tower Urban Renewal Associates, LLC the owner of 425 Washington Street and to EQR U.R. at 77 Hudson Street the owner of 70 Greene Street.

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all the required services described in the City's Scope of Services which is attached hereto and incorporated herein by reference (Exhibit A), the Proposal prepared by Consultant dated October 25, 2011 which is attached hereto and incorporated herein by reference (Exhibit B), and in

accordance with this Agreement. In the event that there is a conflict or discrepancy among the provisions of this Agreement, and the provisions of Exhibit A and Exhibit B, the provisions of this Agreement shall govern over the provisions of Exhibit A and Exhibit B, and the provisions of Exhibit A shall govern over the provisions of Exhibit B.

2. Such described services shall be performed during a period of six (6) months, commencing upon the date this Agreement is executed by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant above the amount stated in Article IV of this Agreement shall require the prior authorization of the governing body of the City.

ARTICLE III Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of the City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV Compensation and Payment

1. In exchange for performing the services described in Article II herein, the Consultant shall receive a total contract amount not to exceed \$20,000.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Tax Collector. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V

ARTICLE V
Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than one million dollars (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

C. Automobile Liability Coverage: covering as insured CONSULTANT with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work. Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

ARTICLE VI
Termination

1. The City shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

ARTICLE VII
Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VIII
Entire Agreement

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE IX
Assignment

Consultant shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

ARTICLE X
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XI
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

ARTICLE XII
Counter-parts

This Agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XIII
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

ARTICLE XIV
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement

ARTICLE XV

Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XVI

Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

ARTICLE XVII

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVIII
Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

ARTICLE XIX
Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE XX
City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made

a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

JOHN KELLY
Business Administrator

ATTEST:

MCENERNEY, BRADY & CO., LLC

RR
11-14-11

Date: November 10, 2011
To: John Kelly, Business Administrator
From: Serafina V. Sengco
Cc: Maureen Cosgrove; William Matsikoudis; Ernest Borja
Subject: Tax Abatement Audit proposals from Mr. Keith Balla and Mr. Frank McEnerney

My response to your e-mail dated November 7, 2011.

Maureen and I met with Mr. Frank McEnerney and Mr. Thomas Banker of McEnerney, Brady & Company, LLC (MBC) on November 9th. We discussed the specialized services provided by their office to determine if the Urban Renewal entities were in compliance with our financial agreements and to review the accuracy of submitted financial statements from each.

We also discussed a revenue item that involved leasing space to another third-party entity for the use of hotel/motel occupancy and corporate housing. It was to be determined whether occupancy revenue was included in the reported Urban Renewal gross rents which would be subject to the service charge computation (PILOT).

We also discussed possible litigation with Urban Renewal entities not in compliance with City ordinances, their respective financial agreements, and permits for the use of premises as approved.

Based on this information, we requested the submission of a revised scope of services by Mr. McEnerney. There will be no change to their initial proposed fee of \$8,000 per property for a two year (2009/2010) forensic audit.

A follow-up with two references revealed positive recommendations regarding the experience, professionalism, and reliance of highly qualified CPA members at MBC.

At the request of Maureen, a revised proposal from Mr. Keith Balla regarding his initial proposed fee was to be submitted. In his revision, Mr. Balla quoted \$32,000 per entity for a two (2) year forensic audit (2009/2010). Mr. Balla added that in the event there was a discovery of improper activity within the tax abatement agreement compliance beyond the scope of services defined, then this contract may be amended for additional services required to pursue further investigation for an additional fee.

Submitted for review and discussion today at 3:30 PM in the BA conference room.

Serafina

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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
P.O. BOX 322
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

MCENERNEY, F. & BRADY, E.

TRADE NAME:

MCENERNEY BRADY & CO.

TAXPAYER IDENTIFICATION#:

222-833-962/000

CONTRACTOR CERTIFICATION#:

0075583

ADDRESS:

293 EISENHOWER PKWY
LIVINGSTON NJ 07039

ISSUANCE DATE:

09/13/01

EFFECTIVE DATE:

08/01/87

Patricia A. Chavakis
Director, Division of Revenue

FORM-BRC(08-01)

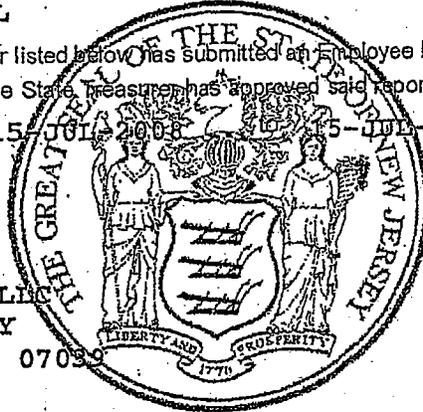
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 31007

**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-2008~~ ~~15-JUL-2015~~

MCENERNEY BRADY & CO LLC
293 EISENHOWER PARKWAY
LIVINGSTON NJ 07039



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

State Treasurer

State of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Accountancy

HAS REGISTERED

McEnerney Brady & Co LLC
EDMOND P. BRADY
293 Eisenhower Parkway
Suite 270
Livingston, NJ 07039
FOR PRACTICE IN NEW JERSEY AS A(N): Firm Registration

04/30/2009 TO 06/30/2012

VALID

20CB00460500

LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder


DIRECTOR

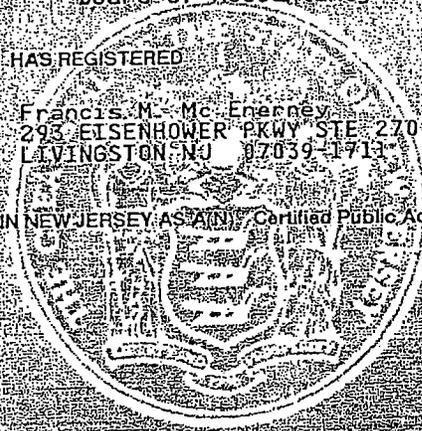
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Accountancy

HAS REGISTERED

Francis M. McEnerney
293 EISENHOWER PKWY STE 270
LIVINGSTON NJ 07039-1713

FOR PRACTICE IN NEW JERSEY AS A(n) Certified Public Accountant



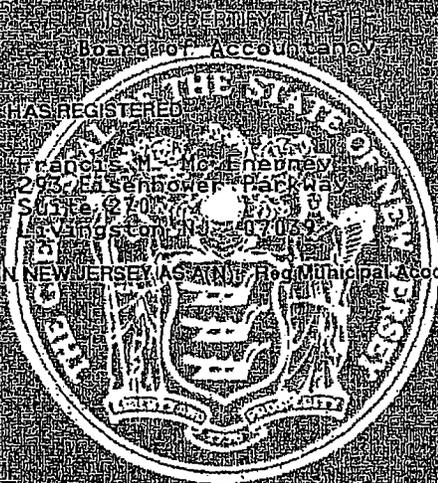
11/13/2008 TO 12/31/2011

VALID

20CC01024300

LICENSE REGISTRATION CERTIFICATION

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs



FRANCIS M. McNEENEY
2732 EASENBOW PARKWAY
SUITE 210
LIVINGSTON, NJ 07033

FOR PRACTICE IN NEW JERSEY AS A (NJ) Reg. Municipal Accountant

12/13/2008 TO 12/31/2011
WHP

200800053900

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION
CERTIFICATE IS A CARD
PLEASE NOTIFY
New Jersey Office of the Attorney General
Division of Consumer Affairs
2008-07-10

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Accountancy

HAS REGISTERED

JOHN F. LAURIA
3065 GOVERNOURS CROSSING
WALL TOWNSHIP NJ 07719-4546

FOR PRACTICE IN NEW JERSEY AS A(N): Reg Municipal Accountant (Only)

11/12/2008 TO 12/31/2011

VALID

20CR00040300

LICENSE/REGISTRATION/CERTIFICATION #

John Lauria
Signature of Licensee/Registrant/Certificate Holder

David E. ...
DIRECTOR

HULSE & ASSOCIATES, P.C.

Certified Public Accountants

350 PASSAIC AVENUE
FAIRFIELD, NJ 07004

973-882-5690 FAX 973-882-9660

email: dejhul@msn.com

December 12, 2008

To the Partners
McEnerney, Brady & Company, LLC

We have reviewed the system of quality control for the accounting and auditing practice of McEnerney, Brady & Company, LLC, (the firm) in effect for the year ended June 30, 2008. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included among others, audits of Employee Benefit Plans, and engagements performed under Government Auditing Standards. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

— MEMBER —

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS • NEW JERSEY SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

In our opinion, the system of quality control for the accounting and auditing practice of McEnemey, Brady & Company, LLC in effect for the year ended June 30, 2008, has been designed to meet the requirements of the quality control standards for an auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Hulse & Associates, P.C.

Hulse & Associates, P.C.

REQUEST FOR QUALIFICATIONS CHECKLIST

THIS CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL:

Please initial below, indicating that your proposal includes the itemized document.
A PROPOSAL SUBMITTED WITHOUT THE FOLLOWING DOCUMENTS IS CAUSE FOR REFUSAL.

INITIAL BELOW

- A. An original and three (3) signed copies of your complete proposal. _____
- B. Non-Collusion Affidavit properly notarized _____
- C. Owners Disclosure Statement, properly notarized, listing the names of all persons owning ten (10) percent or more of the proposing entity. _____
- D. Authorized signatures on all forms. _____
- E. Business Registration Certificate(s) _____
- F. Partnership Disclosure Statement _____
- G. Affirmative Action Statement _____

Note: N.J.S.A 52:32-44 provides that the Township shall not enter into a contract for goods or services unless the other party to the contract provides a copy of its business registration certificate and the business registration certificate of any subcontractors at the time that it submits its proposal. The contracting party must also collect the state use tax where applicable.

**THE UNDERSIGNED HEREBY ACKNOWLEDGES
THE ABOVE LISTED REQUIREMENTS.**

NAME OF PROPOSER:

McEnerney, Brady & Co., LLC
Person, Firm or Corporation

BY: _____ (NAME) (TITLE)

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)

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 for the 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 Township employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable Township 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 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.

Exhibit A (Continued)

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 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 subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and 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.

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
TOWNSHIP OF BERKELEY HEIGHTS

ss:

I AM Francis M. McEnerney

OF THE FIRM OF McEnerney, Brady & Co., LLC

UPON MY OATH, I DEPOSE AND SAY:

1. THAT I EXECUTED THE SAID PROPOSAL WITH FULL AUTHORITY SO TO DO;
2. THAT THIS PROPOSER HAS NOT, DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FAIR AND OPEN COMPETITION IN CONNECTION WITH THIS ENGAGEMENT;
3. THAT ALL STATEMENTS CONTAINED IN SAID PROPOSAL AND IN THIS AFFIDAVIT ARE TRUE AND CORRECT, AND MADE WITH FULL KNOWLEDGE THAT THE TOWNSHIP OF BERKELEY HEIGHTS 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 ENGAGEMENT; AND
4. THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED TO SOLICIT OR SECURE THIS ENGAGEMENT AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE, EXCEPT BONA FIDE EMPLOYEES OR BONA FIDE ESTABLISHED COMMERCIAL SELLING AGENCIES OF THE PROPOSER. (N.J.S.A.52: 34-25)

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY

OF _____ 20____.



(TYPE OR PRINT NAME OF Francis M. McEnerney
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: _____, 20____.

OWNER DISCLOSURE INFORMATION

Set forth below are the names and addresses of all owners of 10% or more of the proposing business entity.

Name: Francis M. McEnerney Name: _____

Address: 293 Eisenhower Parkway Address: _____

Livingston, NJ 07039 _____

Name: Edmond P. Brady Name: _____

Address: 293 Eisenhower Parkway Address: _____

Livingston, NJ 07039 _____

Name: _____ Name: _____

Address: _____ Address: _____

Name: _____ Name: _____

Address: _____ Address: _____

McEnerney, Brady & Co., LLC
NAME OF BUSINESS ENTITY

Francis M. McEnerney Partner
SIGNATURE TITLE

Notary Public of _____
My Commission Expires: _____, 20____.

PARTNERSHIP DISCLOSURE STATEMENT
(To be submitted with proposal)

- (a) Is or was anyone in your firm or company a member of the Township Council member within the last calendar year or a member of his/her immediate family? If yes, then provide the name of the individual below and his/her relationship.

Yes _____ No X

Name Position Relationship

- (b) Has any principal/partner of your firm been convicted of a indictable offense? If yes, then please provide further explanation and copies of any relative documents.

Yes _____ No X

Name Date

- (c) Has any individual who would provide service under this contract ever been sanctioned by the appropriate licensing board?

Yes _____ No X

Name Position Term
Reason for censure:

- (d) Has the firm been found liable for professional malpractice in the last 5 years?

Yes _____ No X

Reason for Action:

- (e) Has any member of your firm ever been barred from doing business with any state, county or municipal government? If yes, then please provide further written explanation including date and copies of relevant documentation.

Yes _____ No X

Name State, County or Municipality Date
Government

- (f) Has your firm sued the Township of Berkeley Heights in the past five (5) years? If yes, then please identify the matter/case and provide further written explanation including date and copies of relevant documents.

Yes _____ No X

Name Date

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. 17:27-1 et seq.

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. 17:27.1 et seq. 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. 17:27-1 et seq.

COMPANY: McEnemy, Brody & Co

SIGNATURE: *Francis McEnemy*

PRINT NAME: Francis McEnemy

TITLE: Partner

DATE: 11/10/11

NEW VENDOR INFORMATION FORM

VENDOR NAME: <i>McENERNEY, BRADY & COMPANY LLC</i>		FEIN/SS# <i>22-2833629</i>
MAIL PO/VOUCHERS TO ADDRESS: <i>293 EISENHOWER PARKWAY SUITE 270</i>		
CITY: <i>LIVINGSTON</i>	STATE: <i>NJ</i>	ZIP: <i>07039</i>
TEL #: <i>973-535-2880</i>	FAX # ⁹⁷³ <i>535-5893</i>	EMAIL: <i>bosterembclpa.com</i>
MAIL CHECKS TO ADDRESS: <i>293 EISENHOWER PARKWAY SVITE 270</i>		
CITY: <i>LIVINGSTON</i>	STATE: <i>NJ</i>	ZIP: <i>07039</i>
TEL #: <i>973-535-2880</i>	FAX # ⁹⁷³ <i>535-5893</i>	EMAIL:
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:		CITY EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINORITY VENDOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TYPE/CATEGORY:	REQUIRED FORM 1099? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NON-PROFIT? <input type="checkbox"/> YES (include Non-Profit Certification) <input checked="" type="checkbox"/> NO		
VENDOR'S CONTACT/AUTHORIZED PERSON: <i>WILLIAM R. OSTER DIRECTOR</i>		PHONE: <i>973-535-2880</i> EMAIL: <i>bosterembclpa.com</i>
SIGNATURE OF CONTACT/AUTHORIZED PERSON: <i>William R Oster</i>		
NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER <i>Wilneyda Luna, Clerk</i>		
SIGNATURE OF EMPLOYEE: <i>[Signature]</i>		
PURCHASING DIVISION USE ONLY		
AUTHORIZED TO ISSUE VENDOR #		
NAME/TITLE/DATE		
ASSIGNED VENDOR #		

(W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED)

SCOPE OF SERVICES

To conduct forensic audit services for the City of Jersey in connection with the two (2) properties receiving tax exemptions.

- I Aim: (1) Determine if the Urban Renewal Entity are in compliance with :
- : City of Jersey City Ordinance(s)
 - : Financial Agreement
 - : Contribution and Prepayment Agreement
 - : Long Term Tax exemption Law of 1992, as amended and supplemented, NJSA 40A:20-1, et seq
 - : Certificate of Occupancy issued by Building Division, Dept. of HEDC
- (2) Verify the accuracy and correctness of financial information presented in Annual Financial Statement.
- (3) Do actual inspection of the property,
(A) if the basis of the Annual Service Charges is Rental, verify the description of the property as to kind and unit numbers
(B) if the basis of the Annual Service Charges is the Project Cost, verify the cost incurred and if the property was built in accordance with the Plan specification and as per Certificate of Occupancy.
- (4) Test check the Lease Contract vs Rental amount collected.
- (5) Compute if correct Annual Service Charged has been timely and properly billed in accordance with Financial Agreement, Contribution and Prepayment Agreement and Annual Financial Statement.
- (6) Determine if payments were received and recorded accordingly.

II Audit Period: January 1, 2009 to December 31, 2010.

III Term of Contract: Specify the estimated time to finished the Audit and submission of the Audit Report.

IV Personnel: Specify the number of auditors and remunerations of the personnel to be involved in the audit:

<u>Number</u>	<u>Category</u>	<u>Per Hour</u>
_____	Jr. Auditor	_____
_____	Sr. Auditor	_____
_____	Audit Manager	_____

V Contract Payment:

- 1st - after submission of 25% progress report to be reviewed and accepted by the Business Administrator and Tax Collector.
- 2nd - after submission of 50% progress report to be reviewed and accepted by the Business Administrator and Tax Collector.
- 3rd - after submission of 75% progress report to be reviewed and accepted by the Business Administrator and Tax Collector.
- 4th - after submission of Final report to be reviewed and accepted by the Business Administrator and Tax Collector.

VI Findings and recommendations:

At anytime, if there is a discovery of non compliance and improper activities by any parties involved, it should be reported in writing to the Business Administrator for proper action and disposition.

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

City Clerk File No. Res. 11-796

Agenda No. 10.R

Approved: NOV 22 2011

TITLE:



RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT TO HELENA RUMAN ARCHITECTS TO SERVE AS AN EXPERT IN THE LITIGATION OF CITY OF JERSEY CITY, ET AL. V. 362 SUMMIT ASSOCIATES, LLC, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City filed suit in connection with the Jersey City Justice Complex against 362 Summit Associates, LLC, Gerald Steiglitz, Lori Sue Fitzwater Revocable Trust, Randi Lynn Steiglitz Revocable Trust, Alan L. Aufzien, New York Harbor Associates, Inc. and DMR Architects in Superior Court of New Jersey alleging defects in the exterior stairs, ramps, retaining walls, masonry planters and concrete; and

WHEREAS, the City of Jersey City requires architectural services to assist the City of Jersey City in analyzing construction defects at the site of the Jersey City Municipal Court; and

WHEREAS, Helena Ruman Architects, is qualified to perform these services and will provide these services at the hourly rates of \$175 for Principal Architect and \$120 for Associate Architect, including expenses, for a total sum not to exceed \$20,000; and

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

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, Helena Ruman Architects has completed and submitted a Business Entity Disclosure Certification which certifies that Helena Ruman Architects has not made any reportable contributions to political or candidate committees in the previous one year which would preclude or disqualify Helena Ruman Architects from being awarded this contract, and that the contract will prohibit Helena Ruman Architects from making any reportable disqualifying contributions during the term of the contract; and

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

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

WHEREAS, funds in the amount of \$20,000 are available for the cost of these services in Account No. 11-14-298-56-000-856.

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

1. An agreement is awarded to Helena Ruman Architects to provide the City of Jersey City with architectural services, for a total amount not to exceed \$20,000;

0 2 0 : 1 2 1 5

TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT TO HELENA RUMAN ARCHITECTS TO SERVE AS AN EXPERT IN THE LITIGATION OF CITY OF JERSEY CITY, ET AL. V. 362 SUMMIT ASSOCIATES, LLC, ET AL.

- 2. The term of the agreement shall be one year effective the date that the agreement is executed by the Business Administrator.
- 3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
- 4. 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.
- 5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
- 6. 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.
- 7. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in Account No.: 11-14-298-56-000-856 for payment of this resolution.

Peter Soriero, Risk Manager

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓						
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

HELENA RUMAN ARCHITECTS

October 10, 2011

William C. Matsikoudis
Corporation Counsel
Jersey City Law Department
City Hall – 280 Grove Street
Jersey City, NJ 07302

RE: Letter of Agreement
Expert Witness Services
City of Jersey City and the Jersey City Redevelopment Agency v.
362 Summit Associates, LLC and other parties
Exterior Defects at the Jersey City Justice Complex
Jersey City, NJ

Dear Mr. Matsikoudis:

We are pleased to present this Letter of Agreement to provide architectural services in connection with the above referenced project.

This Agreement represents the entire and integrated Agreement between City of Jersey City (Owner) and Architect and supercedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

PROJECT DESCRIPTION

The City of Jersey City is seeking expert witness in dispute concerning defects in exterior improvements at the site of the Jersey City Justice Complex. It is our understanding that the construction of the Municipal Court Building was completed about y. 2000 including various improvements on the surrounding site. The improvements included concrete exterior stairs and ramps in the front and rear of the building, retaining walls, raised masonry planters, and concrete, masonry and bituminous pavement. Significant, uneven settlement of these site improvements exists creating a hazard to public safety.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

Architect's services shall be performed in a manner consistent with professional skill and care. The Architect shall respect confidentiality about this assignment.

1.1 The Architect shall perform the following tasks:

1. Architect shall visit the property and visually observe the settled site improvements;
2. Architect shall review all available construction documents, including construction drawings, specifications, contractual agreements with professionals and contractors, and construction administration documents such as inspection and test reports, meeting minutes, submissions of product data, etc.;
3. Architect shall prepare an Affidavit of Merit concerning claims filed against design professionals;
4. Architect shall advise the Owner if invasive tests or additional investigations are required by other experts;

- .5 Architect shall perform technical analyses on the original design and construction of the exterior structures to determine if appropriate design and/or installation techniques were employed. Architect will then prepare a written expert report and attend meetings with the Owner to discuss the report;
- .6 If required, Architect shall attend depositions, mediation or arbitration meetings and/or court proceedings and testify.

ARTICLE 2 OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information about the objectives, schedules and constraints of the case. The Owner shall provide the Architect with a full set of construction documents, approved shop drawings and product data for the construction of exterior site structures, field reports and any other relevant documentation in the Owner's records.

ARTICLE 3 WORK NOT INCLUDED

- 3.1 Architect's services do not include the following work:
 - .1 invasive type of investigation, sampling and laboratory testing of construction materials;
 - .2 land surveying services of the subject property;
 - .3 geotechnical soil analysis.

ARTICLE 4 USE OF ARCHITECT'S DOCUMENTS

- 4.1 Documents and Electronic Data, prepared by the Architect, are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

ARTICLE 5 TERMINATION, SUSPENSION OR ABANDONMENT

- 5.1 In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and a sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 6 MISCELLANEOUS PROVISIONS

- 6.1 This Agreement shall be governed by the law of the location of the project.
- 6.2 The Owner and Architect respectively bind themselves, their partners, successors, assigns and legal representatives to his Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

6.3 The Architect's services shall not include any design of corrective work to the building structure or to the site improvements.

ARTICLE 7 PAYMENTS AND COMPENSATION TO THE ARCHITECT

7.1 The parties acknowledge and agree that they cannot predict precisely the extent of professional services that the Architect might be required to perform and what time and resources it will require. The Architect can estimate the cost of her services only after the initial inspection and review of the documents. The cost of Architect's services may ultimately be greater or less than the estimated amount.

7.2 The Owner shall compensate the Architect as follows:

.1 For services described in paragraphs 1.1.1 through 1.1.5, Architect's compensation will be based on the following hourly rates:

Principal Architect:	\$175/hr.
Associate Architect:	\$120/hr.

.2 For services rendered by Principal Architect as expert witness in any mediation, arbitration or other legal or administrative proceeding in accordance with paragraph 1.1.6 at a rate of \$1,500.00 per day or any portion thereof.

7.3 The Architect shall be reimbursed for expenses incurred in the interest of the project, plus an administration fee of fifteen percent (15%).

Reimbursable expenses are expenses of reproduction, postage and handling of drawings and other documents, other than for Architect's use. Any traveling expenses in connection with this project outside Hudson County are reimbursable expenses.

7.4 If through no fault of the Architect, the services covered by this Agreement have not been completed within twelve (12) months of the date thereof, compensation for the Architect's services beyond that time shall be appropriately adjusted.

7.5 Payments are due and payable upon receipt of the Architect invoice. Amounts upon thirty (30) days after invoice date shall bear interest from the date payment is due at the rate of one and a half (1-1/2) percent per month.

ARTICLE 8 LIMITATION OF LIABILITY

8.1 It is agreed that the aggregate liability, professional and otherwise, of Helena Ruman Architects, its principal, employees and consultants, is limited to the amount of compensation paid to Helena Ruman Architects in connection with its Work under this contract. The Owner shall defend and indemnify Helena Ruman Architects, its employees and its agents against claims and lawsuits arising out of or related to the client's performance of their work, notwithstanding any worker's compensation laws.

If this Letter of Agreement meets with your approval, kindly sign and return the enclosed copy. This proposal remains valid for ninety (90) days.

This Agreement entered into as of the day and year first written above.

ARCHITECT:

OWNER:

(Signature)

(Signature)

Helena Ruman, AIA
(Print name, title and address)

(Print name, title and address)

Helena Ruman Architects

215 Fourteenth Street

Jersey City, NJ 07310

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

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

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

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

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

Representative's Name/Title Print): HELENA KUMAN, PRINCIPAL
 Representative's Signature: *Helena Kuman*
 Name of Company: HELENA KUMAN ARCHITECTS
 Tel. No.: 201-656-5571 Date: 11/3/11

(REVISED 10/2011)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of 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): HELENA RUMAN, PRINCIPAL

Representative's Signature: *Helena Ruman*

Name of Company: HELENA RUMAN ARCHITECTS

Tel. No.: 201-656-5571 Date: 11/3/11



STATE OF NEW JERSEY

DIVISION OF PUBLIC CONTRACTS EEO COMPLIANCE

Facilities of HELENA RUMAN ARCHITECTS

Certificate Number: 19830

To submit a Vendor Activity Summary Report, select the New Report Icon  for the Facility below.

Facility Id	Company Name	FID or SSN	Street	City	State
 1	HELENA RUMAN ARCHITECTS	222606859	215 FOURTEENTH ST.	JERSEY CITY	NJ

**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 : HELENA RUMAN ARCHITECTS
Address : 215 14TH STREET, JERSEY CITY, NJ 07310
Telephone No. : 201-656-5571
Contact Name : HELENA RUMAN

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

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

Business Name : HELENA RUMAN ARCHITECTS
Address : 215 4TH ST., JERSEY CITY, NJ 07310
Telephone No. : 201-656-5571
Contact Name : HELENA RUMAN

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. 52:32-4 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 c 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

Taxpayer Name: RUMAN,HELENA
Trade Name: HELENA RUMAN ARCHITECTS
Address: 215 FOURTEENTH ST
JERSEY CITY, NJ 07310
Certificate Number: 0495283
Effective Date: October 01, 1984
Date of Issuance: June 02, 2011

For Office Use Only:
20110602172448784

**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 HELENA RUMAN ARCHITECTS (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 HELENA RUMAN ARCHITECTS (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: HELENA RUMAN ARCHITECTS

Signed Helena Ruman Title: PRINCIPAL

Print Name HELENA RUMAN Date: 11-5-11

Subscribed and sworn before me
this 5 day of Nov 2011.
My Commission expires:

Helena Ruman
(Affiant)
HELENA RUMAN, PRINCIPAL
(Print name & title of affiant) (Corporate Seal)

JOHN M GUERRIERO
Notary Public - State of New York
No. 01606087718
Qualified in Queens County
My Commission Expires July 1, 2015

**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), (g) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
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
HELENA RUMAN	411 B JEFFERSON ST, CARLSTADT, NJ 07072

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: HELENA RUMAN ARCHITECTS
 Signed: [Signature] Title: PRINCIPAL
 Print Name: HELENA RUMAN Date: 11/3/11

Subscribed and sworn before me this 3 day of NOV 2011
[Signature]
 (Affiant)
 My Commission expires: _____

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

JOHN M GUERRIERO
 Notary Public - State of New York
 No. 01GU6087718
 Qualified in Queens County
 My Commission Expires July 1, 2015

JOHN M GUERRIERO
 Notary Public - State of New York
 No. 01GU6087718
 Qualified in Queens County
 My Commission Expires July 1, 2015

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

City Clerk File No. Res. 11-797

Agenda No. 10.S

Approved: NOV 22 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE VARIOUS LITTLE LEAGUES OF JERSEY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

**COUNCIL AS A WHOLE
ADOPTION OF THE FOLLOWING RESOLUTION:**

OFFERED AND MOVED

WHEREAS, the City requires services in connection with providing structured baseball recreation programs for the benefit of the citizens of Jersey City; and

WHEREAS, the Little Leagues are not for profit organizations which provides baseball recreation programs for the City; and

WHEREAS, the various Little Leagues of Jersey City possess the skills and expertise necessary to provide quality baseball recreation programs for the City; and

WHEREAS, the various Little Leagues of Jersey City have agreed to provide these services for a sum not to exceed the listed amount; and

WHEREAS, the City desires to enter into agreement with the various Little Leagues of Jersey City for the provision of baseball recreation programs as "**Extraordinary Unspecifiable Services**"; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "**Extraordinary Unspecifiable Services**" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Joseph Macchi, Director of the Department of Recreation has certified that this resolution meets the statutes and regulations governing the award of said contract; and

WHEREAS, the funds have been appropriated in Account: 11-01-201-28-370-314 in the amount of \$55,774; and

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE VARIOUS LITTLE LEAGUES OF JERSEY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of City of Jersey City that: the funds will be provided as follow:

- 1. Roberto Clemente Babe Ruth P.O. # 104088 \$3,750
- 2. Pershing Field Babe Ruth P.O. # 104089 \$3,750
- 3. Greenville Westside P.O. # 104090 \$3,750
- 4. Washington Park LL P.O. # 104091 \$6,897
- 5. Roberto Clemente LL P.O. # 104092 \$7,100
- 6. Lincoln Park LL P.O. # 104093 \$5,500
- 7. Jackie Robinson LL P.O. # 104094 \$5,700
- 8. Greenville American P.O. # 104095 \$6,427
- 9. College Little League P.O. # 104096 \$6,300
- 10. Pershing Field LL P.O. # 104097 \$6,600

The Mayor and or Business Administrator is authorized to execute the attached agreements on behalf of the City, subject to such modification as the Corporation Counsel deems appropriate, with the various Little Leagues of Jersey City for a one year period for a total sum not to exceed \$55,774.00

This agreement is authorized as an "Extraordinary Unspecifiable Service" pursuant to N.J.S.A. 40:a11-5 (1) (a) (ii) because of the reasons stated in the certification attached hereto.

A notice of this action shall be published in a newspaper of general circulation in the municipality within ten (10) days of this award.

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

Acct. #11-01-201-28-370-314

APPROVED: Cynthia R. Lee, Fiscal Officer APPROVED AS TO LEGAL FORM

APPROVED: Joseph Meechi, Director

APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP	✓			LAVARRO	✓		
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. 11-798

Agenda No. 10.T

Approved: NOV 22 2011



TITLE: RESOLUTION CERTIFYING COMPLIANCE WITH N.J.S.A. 40A:5-4 REQUIRING GOVERNING BODY OF EVERY LOCAL UNIT TO HAVE MADE AN ANNUAL AUDIT OF BOOKS, ACCOUNTS AND FINANCIAL TRANSACTIONS

COUNCIL OFFERED AND MOVE ADOPTION OF THE FOLLOWING RESOLUTIONS:

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the Financial Statements for the years ended December 31, 2011 and June 30, 2010 have been filed by Frederick J. Tomkins of Donohue, Gironda & Doria, a Registered Municipal Accountant, with Robert Byrne, the Municipal Clerk of the City of Jersey City, in accordance with the requirements of N.J.S.A. 40A:5-4 and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of new Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the annual audit entitled:

General Comments
Recommendations; and

WHEREAS, the members of the governing body have personally reviewed at a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments
Recommendations, as evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the penalty provisions of R.S. 52:27BB-52 - to wit:

R. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and upon conviction, may be fined not more than one thousand (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Jersey City, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

G:\WPDOCS\SEAN\Reso\AUDIT\Annual Audit Reso Certifying Compliance - year ended 12-31-11.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
11/22/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓						
DONNELLY	✓			FULOP	✓			LAVARRO	✓		
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