

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

City Clerk File No. Res. 12-759

Agenda No. 10.A

Approved: OCT 24 2012

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY CANCELLING AN EXCESS REFUNDING BOND AUTHORIZATION

**COUNCIL**

adoption of the following resolution:

offered and moved

**WHEREAS**, on September 27, 2011, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City") finally adopted a refunding bond ordinance, namely Ordinance No. 11-116, entitled "REFUNDING BOND ORDINANCE PROVIDING FOR PAYMENT OF AMOUNTS OWING TO OTHERS FOR TAXES LEVIED IN AND BY THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, APPROPRIATING \$7,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$7,000,000 BONDS OR NOTES OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF" (THE "Refunding Ordinance"); and

**WHEREAS**, on December 14, 2011, the City has issued under the Refunding Ordinance its \$5,500,000 Refunding Notes (Real Property Tax Appeal), Series 2011G (the "Refunding Notes Real Property Tax Appeal"); and

**WHEREAS**, following the issuance of the Refunding Notes there remains excess refunding bond authorizations under the Refunding Ordinance, which the City now desires to cancel;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey, that the following excess refunding bond authorization is hereby cancelled:

<u>Ordinance Number</u>	<u>Amount Authorized</u>	<u>Amount Issued</u>	<u>Amount to be Cancelled</u>
11-116	\$7,000,000	\$5,500,000	\$1,500,000

This resolution shall take effect immediately.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				APPROVED 9-0				10.24.12			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-760

Agenda No. 10.B

Approved: OCT 24 2012

TITLE:



## RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AND PROVIDING FOR THE SALE AND THE DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS TO WELLS FARGO SECURITIES AND RBC CAPITAL MARKETS

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. (a) Qualified General Obligation Refunding Bonds, in an amount not exceeding \$40,000,000 which shall be issued in two separate series of bonds, consisting of Qualified Public Improvement Refunding Bonds, Taxable Series 2012A (the "Series A Refunding Bonds") and Qualified Water Improvement Refunding Bonds, Taxable Series 2012B (the "Series B Refunding Bonds" and together with the Series A Refunding Bonds, the "Refunding Bonds") of the City of Jersey City, in the County of Hudson, New Jersey (the "City") are hereby authorized to be issued and sold as "Refunding Bonds" (or sometimes referred to herein as the "Bonds").

(b) In order to effectuate the Refunding Plan (defined herein), the Mayor, the Business Administrator and the Chief Financial Officer, or any one of them shall determine the actual aggregate principal amount of the Refunding Bonds to be issued (including the principal amount of each of the Series A Refunding Bonds and the Series B Refunding Bonds); provided that such determination shall be consistent with the refunding bond ordinance finally adopted by the Municipal Council on October 10, 2012 and entitled, "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$40,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$40,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF" (the "Refunding Ordinance") and be within the parameters set forth in Section 2 of this resolution. The signature of the Mayor or Business

TITLE:

Administrator or Chief Financial Officer on the Purchase Contract (defined herein) authorized in Section 2 hereof shall constitute evidence of the approval of such actual principal amounts.

Section 2. The Refunding Bonds are hereby authorized to be sold to Wells Fargo Securities and RBC Capital Markets (collectively, the "Underwriter") in accordance with a purchase contract to be entered into by and between the Underwriter and the City. The Mayor or the Business Administrator or the Chief Financial Officer are hereby authorized to execute and, on behalf of the City, negotiate a purchase contract substantially in the form attached hereto as Exhibit A (the "Purchase Contract") with the Underwriter in the form satisfactory to bond counsel and upon terms satisfactory to the Mayor or the Business Administrator or the Chief Financial Officer for the sale of the Refunding Bonds to the Underwriter in accordance with the provisions of this resolution, provided that (i) the sale of the Refunding Bonds results in a net present value savings to the City of at least 3% of the aggregate par amounts of the Refunded Bonds (hereinafter defined), (ii) the underwriter's discount shall not exceed \$5.00 per bond, and (iii) the terms of the sale of the Refunding Bonds are otherwise in accordance with the terms provided in the approval of the Local Finance Board of the Department of Community Affairs of the State of New Jersey (the "Local Finance Board") granted on October 10, 2012 (the "Local Finance Board Approval"). The signature of the Mayor or the Business Administrator or the Chief Financial Officer on the Purchase Contract shall be conclusively presumed to evidence any necessary approvals.

Section 3. (a) The Refunding Bonds of each series shall be issued in the par amounts, consistent with the Local Finance Board Approval, determined by the Mayor or the Business Administrator or the Chief Financial Officer to be necessary to (collectively, the "Refunding Plan") pay costs of issuance and to provide a deposit to one or more escrow funds that, when invested, will be sufficient to (i) refund a portion of the City's \$69,625,000 Qualified Public Improvement Refunding Bonds, Series 2004A, dated October 15, 2004, namely those bonds maturing on September 1 in the years 2015 through 2020, inclusive (the "GI Refunded Bonds"), and to call for redemption the GI Refunded Bonds on September 1, 2014 or such other date determined by the Mayor or Chief Financial Officer (the "GI Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such GI Refunded Bonds to be redeemed plus any unpaid accrued interest to the GI Redemption Date; and (ii)

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refund a portion of the City's \$30,175,000 aggregate principal amount of its Qualified Water Improvement Refunding Bonds, Series 2004C, dated October 15, 2004, namely those bonds maturing on September 1 in the years 2015 through 2021, inclusive (the "Water Refunded Bonds", and together with the GI Refunded Bonds, the "Refunded Bonds") and to call for redemption the Water Refunded Bonds on September 1, 2014 or such other date determined by the Mayor or Chief Financial Officer (the "Water Redemption Date") at the option of the City at a redemption price of 100% of the principal amount of such 2004 Water Refunded Bonds to be redeemed plus any unpaid accrued interest to the 2004 Water Redemption Date. The Bonds of each series shall mature on September 1 of each year, as provided in paragraph (f) below.

(b) The Refunding Bonds shall bear interest at rates agreed to by the Mayor or Chief Financial Officer as provided in the Purchase Contract, such rates to be set to assure that the City achieves at least a 3% net present value debt service savings measured against the Refunded Bonds.

(c) The Refunding Bonds may be subject to redemption prior to their stated maturities as determined by the Mayor or Chief Financial Officer as part of the sale and as shall be set forth in the Purchase Contract.

(d) The Bonds shall be dated their date of delivery or such other later date consistent with the date of sale and shall bear interest at the rates per annum as the Mayor or Chief Financial Officer shall determine.

(e) The Refunding Bonds shall be numbered and have such prefix or prefixes as determined necessary by the Mayor or Chief Financial Officer and be sold and issued with such serial maturities or with such term bond maturities payable from mandatory sinking fund payments made by the City as determined in the Purchase Contract.

(f) The Refunding Bonds shall mature on September 1 within a year of the date of sale and thereafter in the principal amounts as may be determined by the Mayor or Chief Financial Officer and shall bear interest payable semiannually on March 1 and September 1 in each year until maturity commencing March 1, 2013 (or such other dates as shall be determined by the Mayor or Chief Financial Officer and set forth in the Purchase Contract), at the rates per annum as may be determined by the Mayor or Chief Financial Officer and as set forth in the Purchase Contract.

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(g) The Refunding Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of each series of Refunding Bonds maturing in each year. Both principal of and interest on the Refunding Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with The Depository Trust Company. The Securities Depository will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Refunding Bonds on behalf of individual purchasers. Individual purchases may be made in denominations of \$5,000 each or any integral multiple of \$1,000 in excess thereof through book-entries made on the books and the records of the Securities Depository. The principal of and the interest on the Refunding Bonds will be paid to the Securities Depository by the City on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of the Securities Depository as listed on the records of the Securities Depository as may be determined by the Mayor or Chief Financial Officer (the "Record Dates" for the Refunding Bonds). The Refunding Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the City Clerk.

(h) The following matters are hereby determined with respect to the Refunding Bonds:

Designations:	Qualified General Improvement Refunding Bonds, Taxable Series 2012A and Qualified Water Improvement Refunding Bonds, Taxable Series 2012B
Date of Bonds:	Date of Delivery
Principal Payment Date:	September 1 of each year, as determined by the Mayor or the Chief Financial Officer
Interest Payment Dates:	Each March 1 and September 1, commencing March 1, 2013
Redemption	The Refunding Bonds shall be not be subject to redemption prior to their stated maturities

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Place of Payment: Cede & Company, New York, New York  
Paying Agent: Manufacturers and Traders Trust Company, Jersey City, New Jersey and Buffalo, New York

Section 4. The Refunding Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the City to market the Refunding Bonds:

REGISTERED  
NUMBER A- \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
COUNTY OF HUDSON

CITY OF JERSEY CITY

**B. QUALIFIED [PUBLIC IMPROVEMENT] [WATER IMPROVEMENT] REFUNDING BOND, TAXABLE SERIES 2012\_\_**

DATE OF ORIGINAL ISSUE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:	CUSIP:
_____, 2012	September 1, 20__	_____%	_____

CITY OF JERSEY CITY, in the County of Hudson, New Jersey (the "City") hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), and to pay interest on such sum from the Date of Original Issue of this bond until it matures at the Rate of Interest Per Annum specified above semiannually on the 1st days of March and September in each year until maturity, commencing on March 1, 2013. Interest on this bond will be paid to the Securities Depository by the City's paying agent, \_\_\_\_\_, New Jersey, or its successor (the "Paying Agent") and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the 15<sup>th</sup> days of February and August next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the City will be paid to the Securities Depository by the Paying Agent and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a bond ordinance of the City finally adopted on October 10, 2012, entitled "REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$40,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$40,000,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE

City Clerk File No. Res. 12-760Agenda No. 10.B OCT 24 2012

TITLE: CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF", and a resolution of the City adopted on \_\_\_\_\_, 2012, entitled "RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AND PROVIDING FOR THE SALE AND DELIVERY OF SUCH GENERAL OBLIGATION REFUNDING BONDS TO WELLS FARGO SECURITIES", in all respects duly approved and published as required by law (the "Authorization Proceedings").

This bond is entitled to the benefits of the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq.

[The Bonds maturing on or after September 1, 20\_\_ are subject to redemption prior to maturity at the option of the City, as a whole at any time or in part from time to time on or after September 1, 20\_\_, in such order of maturity as directed by the City, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest thereon to the date fixed for redemption.

Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by the Chief Financial Officer (or by the Paying Agent) by lot.

When any Bonds are to be redeemed, the Chief Financial Officer (or the Paying Agent) shall give notice of the redemption of the Bonds by mailing such notice, by first class mail in a sealed envelope postage prepaid, to the registered owners of any Bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the City. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or to receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the City shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.]

The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, the CITY OF JERSEY CITY has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of the Clerk of the City, and this bond to be dated the Date of Original Issue as specified above.

TITLE:

CITY OF JERSEY CITY, IN THE  
COUNTY OF HUDSON, NEW JERSEY

By: \_\_\_\_\_ (Facsimile)  
Mayor

ATTEST:

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

By: \_\_\_\_\_ (Facsimile)  
Chief Financial Officer

Section 5. In each of the Series A Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

A. RA-\_\_.

B. A

Section 6. In each of the Series B Refunding Bonds the following language should be inserted in the places indicated by the corresponding letter in the form of the Bonds:

A. RB-\_\_.

B. B

Section 7. The law firm of GluckWalrath LLP is authorized to arrange for the printing of the Refunding Bonds. The proper officials of the City are hereby authorized and directed to execute the Refunding Bonds and to deliver them to or upon the order of the Underwriter upon receipt of payment therefor.

Section 8. By purchasing the Refunding Bonds pursuant to the Purchase Contract, the Underwriter shall agree to the following:

(a) Payment shall be in immediately available funds.

(b) The Underwriter shall inform the City in writing of the yield at which a substantial amount of the Bonds are sold to the public, such amount being sufficient to satisfy the requirements of bond counsel.

Section 9. The distribution by the City of a Preliminary Official Statement, in substantially the form attached hereto as Exhibit B (the "Preliminary Official Statement"), is hereby authorized and/or ratified, and the use of the information contained therein concerning the City in connection with the sale of the Refunding Bonds is hereby approved and authorized. The Mayor or the Business Administrator or the Chief Financial Officer of the City is hereby authorized and directed to execute and deliver to the Underwriter a final Official Statement with

## TITLE:

such changes from the Preliminary Official Statement as counsel may advise and the officer executing the same may approve, such approval to be evidenced by such officer's execution thereof. The Mayor or the Business Administrator or the Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 10. The Mayor or Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company, New York, New York, as may be necessary in order to provide that the Refunding Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 11. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Refunding Bonds or is removed by the City and if no successor Securities Depository is appointed, the Refunding Bonds which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Bonds") in denominations of \$5,000 each or any integral multiple of \$1,000 in excess thereof. The beneficial owner under the book-entry system, upon registration of the Refunding Bonds held in the beneficial owner's name, will become the registered owner of such Registered Bonds. The City shall be obligated to provide for the execution and delivery of the Registered Bonds in certificate form.

Section 12. A Continuing Disclosure Certificate in substantially the form attached hereto as Exhibit C is hereby approved, and the Mayor or Chief Financial Officer is hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate on behalf of the City in substantially such form, with such insertions and changes therein as the Mayor or Chief Financial Officer may approve, such approval to be evidenced by his execution thereof.

Section 13. (a) Manufacturers and Traders Trust Company, Jersey City, New Jersey, is hereby appointed to serve as paying agent for the Refunding Bonds (the "Paying Agent"). The City hereby approves the preparation and execution of one or more agency agreements by and between the City and the Paying Agent. The Mayor or Chief Financial Officer is hereby authorized and directed to execute and deliver the Agency Agreement on behalf of the City in substantially such form, with such insertions and changes therein as the Mayor or

## TITLE:

Chief Financial Officer may approve, such approval to be evidenced by his or her execution thereof.

Section 14. Manufacturers and Traders Trust Company, Jersey City, New Jersey, is hereby appointed to serve as escrow agent for the Refunded Bonds (the "Escrow Agent").

Section 15. To effectuate the Refunding Plan, the City hereby approves the preparation and the execution of one or more escrow agreements by and between the City and the Escrow Agent, said escrow agreement to be in substantially the form attached hereto as Exhibit D (the "Escrow Agreement"), which is hereby approved, and the Mayor or Chief Financial Officer is hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the City in substantially such form, with such insertions and changes therein as the Mayor or Chief Financial Officer may approve, such approval to be evidenced by his or her execution thereof. The Escrow Agreement shall also provide for the payment of costs of issuance of the Refunding Bonds. The Mayor or Chief Financial Officer is hereby authorized to direct the Escrow Agent to pay the costs incurred in connection with the sale and the issuance of the Refunding Bonds from the proceeds derived from the sale of the Refunding Bonds in accordance with the terms of a certificate of the Mayor or Chief Financial Officer to be executed upon delivery of the Refunding Bonds. NW Financial Group, LLC, Hoboken, New Jersey, is hereby authorized on behalf of the City to apply for United States Treasury Securities - State and Local Government Series and is appointed as bidding agent of the City to the extent open market securities are purchased for the escrow funds for the Refunded Bonds, all in accordance with the Escrow Deposit Agreement. The Underwriter, the City's Financial Advisor and the Escrow Agent are each authorized to submit applications for such investments.

Section 16. Donohue, Gironde & Doria, Bayonne, New Jersey, is hereby appointed to serve as Verification Agent (the "Verification Agent") who shall verify the mathematical computations performed initially by the Underwriter and related to the Refunding Bonds, the Refunded Bonds and the investment of certain funds in accordance with the terms of the Escrow Agreement.

Section 17. The Bonds shall be issued as "qualified bonds" under, and shall be entitled to the benefits of, the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq., and the City shall comply in all respects with the resolution(s) of the Local Finance Board adopted on October 10,

TITLE:

2012 in connection therewith. The City hereby acknowledges and recognizes that the provisos as contained in said Local Finance Board resolution shall constitute binding obligations upon all officials of the City. The Chief Financial Officer of the City is hereby authorized and directed to certify to the State Treasurer the name and address of the Paying Agent, the maturity schedules, the interest rate(s) and the dates of payment of debt service on the Bonds within 10 days after the issuance of the Bonds.

Section 18. The Mayor and/or the Chief Financial Officer are hereby authorized and directed to take all actions necessary and appropriate to procure bond insurance in respect of the Refunding Bonds, provided that the cost of said bond insurance does not exceed \$300,000. Such officers are further authorized and directed to execute all documents and certificates as may be necessary in connection with the purchase of such bond insurance.

Section 19. The Mayor and/or the Chief Financial Officer and other appropriate representatives of the City are hereby authorized to take all steps necessary to provide for the issuance of the Refunding Bonds and the refunding of the Refunded Bonds, including preparing and executing such agreements and documents on behalf of the City and taking all steps necessary or desirable to implement the terms of this resolution, such agreements and documents as may be necessary and appropriate and the transactions contemplated thereby.

Section 20. This resolution shall take effect on the date the Refunding Ordinance becomes effective.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Assistant Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-761

Agenda No. 10.C

Approved: OCT 24 2012

TITLE:



**RESOLUTION AUTHORIZING SETTLEMENT OF THE CLAIM AGAINST  
LIBERTY STORAGE, LLC FOR ADDITIONAL RENT DUE TO ITS OCCUPANCY  
OF A BUILDING LOCATED AT 13-15 LINDEN AVENUE EAST, JERSEY CITY,  
NEW JERSEY FOR THE PERIOD FROM APRIL 1, 2012 TO JULY 15, 2012**

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

**WHEREAS**, the City of Jersey City (the "City") acquired certain real property through condemnation which is commonly known as 13-15 Linden Avenue East, Jersey City, New Jersey (hereafter referred to as the "Property") for the public purpose of constructing a new municipal services complex on that site; and

**WHEREAS**, a Final Order and Judgment Upon Consent Fixing Just Compensation, entered on February 17, 2012 (the "Final Judgment"), as approved by the Municipal Council, resolved all claims of the defendants for just compensation and prejudgment interest as well as all claims of the City for rent through the date of March 31, 2012; and

**WHEREAS**, one of the defendants, Liberty Storage, LLC, remained in possession and occupancy of a portion of the Property during the period from April 1, 2012 to July 15, 2012; and

**WHEREAS**, special counsel for the City and counsel for the defendant Liberty Storage, LLC have arrived at a proposed settlement of the rent claim against Liberty Storage, LLC by which it is proposed that Liberty Storage, LLC is to pay to the City the sum of \$60,000.00 in full and final settlement of the City's rent claim; and

**WHEREAS**, upon the basis of the recommendations made by special counsel to the City, the Municipal Council finds that the proposed settlement is a fair and reasonable compromise of the City's claim.

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

1. The foregoing recitals are incorporated herein as if set forth at length.
2. The City of Jersey City does hereby authorize and approve the settlement of its rent claim against Liberty Storage, LLC, a former owner of the Property, for the period from April 1, 2012 to July 15, 2012 for the sum of \$60,000.00.
3. The City of Jersey City does hereby authorize its special counsel, John J. Curley, Esq., to sign a Consent Order on behalf of the City of Jersey City reflecting the settlement of the City's rent claim for the sum of \$60,000.00 and to take such further actions as he may deem necessary or appropriate to consummate the settlement in accordance with its terms.

WM/igp  
10/15/12

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

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

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

October 22, 2012

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

**Re: Settlement between Jersey City and CBS Outdoor, Inc for pre-existing signs on City property and for relocation of sign from the Linden Avenue site**

Dear President and Members of the Municipal Council:

This condemnation case involves the property at 13-15 Linden Avenue East where the City is building its new municipal services complex.

The issues of just compensation, prejudgment interest and claims against the former owners for rent were resolved by a final order and judgment upon consent fixing just compensation that was entered on February 17, 2012. One of the claims resolved by the final judgment was the City's claim against Liberty Storage, LLC for rent. The rent claim arose from Liberty's continued occupancy of its building after it was acquired by the City. When the settlement reflected by the final judgment was negotiated, it was anticipated that Liberty Storage, LLC would move out of the building on or before March 31, 2012. As a result of difficulties encountered by Liberty Storage, LLC in relocating to its new business location, it held over and remained in occupancy of its former building from April 1, 2012 until July 15, 2012.

A property owner who remains in possession after the taking of its property by eminent domain must pay to the condemner the rents, issues and profits it receives from third parties. Where the owner remains in actual occupancy of the property after the taking, the eminent domain act provides for the payment of rent in an amount that "shall not exceed the fair rental value of the property to a short term occupier." N.J.S.A. 20:3-19.

The portion of the property that was occupied by Liberty Storage, LLC was the self-storage warehouse building fronting along Linden Avenue East. Liberty Storage, LLC was authorized by agreement with the City to conduct a "self-move" in relocating its business. Since its business is self-storage, the relocation work included the removal of personal property stored by numerous self-storage customers, the transportation of this

City of Jersey City  
Office of the Corporation Counsel

personal property to a different self-storage facility, and the loading of this property into storage units at the new location. This relocation process was delayed until a final certificate of occupancy was obtained for the new location of Liberty Storage, LLC. As a result, Liberty Storage, LLC did not continuously operate without disruption during the period from April 1, 2012 to July 15, 2012. It reported a diminution of income during this period of time as well as increased costs due to its simultaneous operation at two locations. In addition, the outdoor storage units that lined the perimeter of the property behind the main storage building were not available for use after March 31, 2012. Liberty Storage, LLC indicated that its monthly occupancy costs prior to the taking of its property was approximately \$13,000.00. Projected over a three and one half month period, this would indicate a rental claim of \$45,500.00. The City asserted a rent claim of \$70,000.00 based upon a rent of \$20,000.00 per month. In view of the statutory standard of rental to a "short term occupier" and the significant disruption in business that reduced the income received by Liberty Storage, LLC during the period of its extended occupancy the settlement of the City's rent claim for the sum of \$60,000.00 is recommended. The settlement is beneficial in that it will remove uncertainty as to the amount that the City ultimately recovers and will save litigation costs which would include expert witness fees for the presentation of appraisal testimony.

My recommendation is to settle the City's rent claim against Liberty Storage, LLC for the period of April 1, 2012 to July 15, 2012 for a total sum of \$60,000.00. These funds are readily available in that the City held back the final payment of the relocation claim so that the City's rent claim would be secure. The funds owed to the City are immediately available and will be paid promptly upon a resolution of the claim.

Very truly yours,

  
**WILLIAM MATSIKLOUDIS**  
**CORPORATION COUNSEL**

WM/igp

c: Jack Kelly, Business Administrator  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-762  
 Agenda No. 10.D  
 Approved: OCT 24 2012  
 TITLE:



**A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A LOADING ZONE AT 622 COMMUNIPAW AVENUE MONDAY THROUGH FRIDAY, 7:00 A.M. TO 4:00 P.M.**

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

**WHEREAS**, the provisions of N.J.S.A. 39:4-197 (3)(b) provide that the Municipal Engineer of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

**WHEREAS**, the provisions of Section 3-69(C)(6) of the Traffic Code of the City of Jersey City provide that the Municipal Engineer may make and promulgate such regulations subject to Municipal Council approval by resolution; and

**WHEREAS**, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 12-080) be promulgated designating a loading zone at the location described therein.

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

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 12-080) Communipaw Avenue, north side, beginning 388 feet west of Monticello Avenue and extending to a point 17 feet westerly, and beginning approximately 432 feet west of Monticello Avenue and extending to a point 21 feet westerly, Monday through Friday, 7:00 a.m. to 4:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection  
 c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: [Signature] 10/10/12  
 Municipal Engineer

APPROVED: [Signature] 10/11/12  
 Director, Dept. of Public Works  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

CFL:pcl  
 (10.10.12)

Certification Required   
 Not Required

APPROVED 9-0  
 10.24.12

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

CITY OF  
**JERSEY CITY**  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

RODNEY HADLEY, DPW DIRECTOR  
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR  
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 12-080

October 10, 2012

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**LOADING ZONE REGULATION  
DESIGNATED**

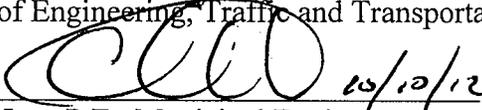
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-69 (C) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

622 COMMUNIPAW AVENUE – NORTH SIDE

Beginning at a point approximately 388 feet west of Monticello Avenue and extending to a point 17 feet westerly and beginning at a point approximately 432 feet west of Monticello Avenue and extending to a point 21 feet westerly therefrom.

Time: Monday through Friday  
7:00 a.m. to 4:00 p.m.

Division of Engineering, Traffic and Transportation

  
\_\_\_\_\_  
Chuck F. Lee, P.E., Municipal Engineer

Approved by Municipal Council Resolution:

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

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**RESOLUTION FACT SHEET**

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

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

A resolution supplementing the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at 622 Communipaw Avenue, Monday through Friday, 7:00 a.m. to 4:00 p.m.

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic & Transportation, Department of Public Works at the request of Karen Dowling on behalf of Hahn Bros., 622 Communipaw Avenue, JCNJ 201.432.8488

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

Designate a loading zone at 622 Communipaw Avenue, north side beginning 388 feet west of Monticello Avenue and extending 17 feet westerly and beginning 432 feet west of Monticello Avenue and extending 21 feet westerly, Monday through Friday, 7:00 a.m. to 4:00 p.m.

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

Facilitate the deliveries transported to and from Hahn Bros.

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

The applicant will pay \$75.00 for each loading zone sign and each channel installation. There will be no cost to the City.

Two u-posts

Two loading zone signs

Cost: \$300.00

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

Pending approval by The Jersey City Municipal Council

**8. Anticipated completion date:**

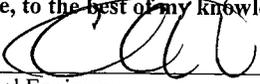
Ten days following adoption by The Jersey City Municipal Council

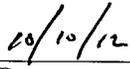
**9. Person responsible for coordinating proposed program, project, etc.:**

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation

**10. Additional comments:**

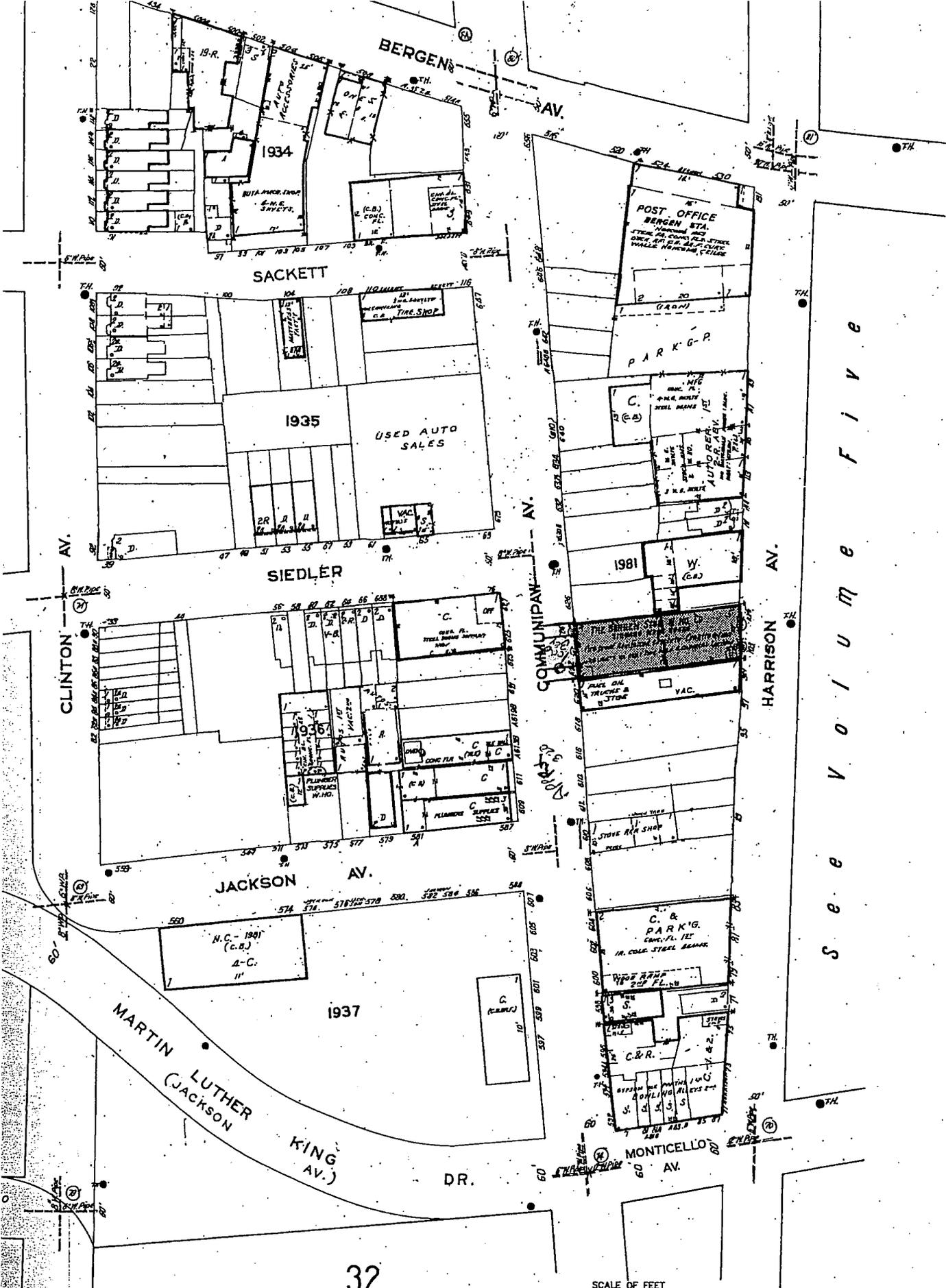
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

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

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date



S e e V o l u m e F i v e

**CITY OF JERSEY CITY**  
**Department of Public Works**  
**Division of Engineering, Traffic and Transportation**  
**MEMORANDUM**

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**DATE:** October 10, 2012  
**TO:** Jack Kelly, Business Administrator  
**FROM:** Patricia Logan, Supervising Traffic Investigator  
**SUBJECT:** **LOADING ZONE LEGISLATION**

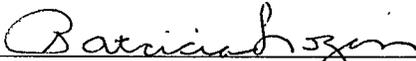
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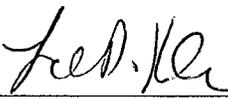
At the request of Karen Dowling on behalf of Hahn Bros., attached for your review and signature is a Resolution proposed by this Division (for Municipal Council approval) designating a loading zone at 622 Communipaw Avenue, Monday through Friday, 7:00 a.m. to 4:00 p.m. The designated area for loading and unloading will facilitate the deliveries to and from Hahn Bros.

It is anticipated that this Resolution will be listed on the Agenda for the October 24, 2012 Municipal Council meeting.

Feel free to contact Daniella Gordon at ex. 5121 if you have any questions regarding the loading zone legislation.

Thank you.

  
\_\_\_\_\_  
Patricia Logan, Supervising Traffic Investigator

  
\_\_\_\_\_  
Lee D. Klein, P.E., PTOE, Asst. City Engineer

C: Chuck F. Lee, P.E., Municipal Engineer   
Robert Byrne, City Clerk  
Rodney Hadley, Director, DPW

**CITY OF JERSEY CITY**  
**Department of Public Works**  
**Division of Engineering, Traffic and Transportation**  
**MEMORANDUM**

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**DATE:** October 10, 2012  
**TO:** Councilwoman Massey  
Robert Byrne, City Clerk  
**FROM:** Patricia Logan, Supervising Traffic Investigator  
**SUBJECT:** 622 COMMUNIPAW AVENUE – LOADING ZONE LEGISLATION

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Kindly be advised, at the request of Karen Dowling of behalf of Hahn Bros., this Division has proposed a Resolution (for Municipal Council approval) designating a loading zone at the following location:

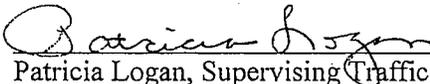
- 622 Communipaw Avenue, north side, beginning 388 feet west of Monticello Avenue and extending 17 feet west and beginning 432 feet west of Monticello Avenue and extending 21 feet west, Monday through Friday, 7:00 a.m. to 4:00 p.m..

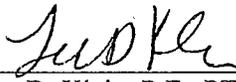
This loading zone will facilitate deliveries to and from Hahn Bros.

The proposed legislation has been forwarded to the appropriate parties for the necessary signatures. It is anticipated that this Resolution will be listed on the Agenda for the October 24, 2012 Municipal Council meeting.

Feel free to contact Daniella Gordon at ex. 5121 if you have any questions regarding the above loading zone.

Thank you.

  
Patricia Logan, Supervising Traffic Investigator

  
Lee D. Klein, P.E., PTOE, Asst. City Engineer

C: Chuck F. Lee, P.E., Municipal Engineer   
Jack Kelly, Business Administrator  
Rosemary McFadden, Chief of Staff  
Rodney Hadley, Director, DPW  
Chief Executive Officer Mary Spinello-Paretti, J.C.P.A.  
Council President Brennan.      Councilwoman Richardson  
Councilman Sottolano      Councilman Donnelly  
Councilman Gaughan      Councilman Fulop

Councilman Lavarro  
Councilwoman Lopez

**CITY OF JERSEY CITY**  
**Department of Public Works**  
**Division of Engineering, Traffic and Transportation**  
**MEMORANDUM**

---

**DATE:** October 10, 2012  
**TO:** Director Rodney Hadley, DPW  
**FROM:** Patricia Logan, Supervising Traffic Investigator  
**SUBJECT:** **LOADING ZONE LEGISLATION**

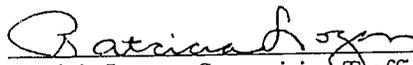
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At the request of Karen Dowling on behalf of Hahn Bros., attached for your review and signature is a Resolution proposed by this Division (for Municipal Council approval) designating a loading zone at 622 Communipaw Avenue, Monday through Friday, 7:00 a.m. to 4:00 p.m. The designated area for loading and unloading will facilitate the deliveries to and from Hahn Bros.

Upon your signature I will forward the Resolution to the Business Administrator. It is anticipated that this Resolution will be listed on the Agenda for the October 24, 2012 Municipal Council meeting.

Feel free to contact Daniella Gordon at ex. 5121 if you have any questions regarding the loading zone legislation.

Thank you.

  
\_\_\_\_\_  
Patricia Logan, Supervising Traffic Investigator

  
\_\_\_\_\_  
Lee D. Klein, P.E., PTOE, Asst. City Engineer

C: Chuck F. Lee, P.E., Municipal Engineer   
Jack Kelly, Business Administrator  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-763

Agenda No. 10.E

Approved: OCT 24 2012

TITLE:



**RESOLUTION AUTHORIZING THE JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A GRANT FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM FOR FISCAL YEAR 2012**

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

**WHEREAS**, the United States Department of Homeland Security (USDHS) and the New Jersey Office Of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of \$1,691,500.00 thru the Urban Area Security Initiative (UASI) grant program; and

**WHEREAS**, this funding will support the goals of maintaining the City of Jersey City's readiness and response capabilities to natural or man-made disasters or acts of terrorism; and

**WHEREAS**, the Jersey City Office of Emergency Management & Homeland Security desires to accept the funding to address major initiatives regarding Homeland Security, and public safety issues; and

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

1. Jerramiah T. Healy, Mayor of Jersey City and/or John Kelly, Business Administrator of Jersey City, are hereby authorized to execute a contract and/or grant agreement within the United States Department of Homeland Security, New Jersey Office of Homeland Security And Preparedness; and

2 The Office of Emergency Management & Homeland Security and Budget is authorized to establish an account in the amount of \$1,691,500.00 for the Jersey City Office of Emergency Management & Homeland Security for UASI FY-12 grant program

W. Greg Kierce, Director  
Jersey City Office of Emergency Management & Homeland Security

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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



CHRIS CHRISTIE  
GOVERNOR

State of New Jersey  
Office of Homeland Security and Preparedness  
PO Box 091  
TRENTON, NJ 08625-0091

EDWARD DICKSON  
DIRECTOR

KIM GUADAGNO  
LT. GOVERNOR

September 14, 2012

The Honorable Jerramiah T. Healy, Mayor  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302

RE: FFY12 Urban Areas Security Initiative (UASI-Local Share)  
CFDA #97.008, Award #EMW-2012-SS-00173-S01

Dear Mayor Healy:

The New Jersey Office of Homeland Security and Preparedness (OHSP) is pleased to advise you that the City of Jersey City has been awarded \$1,691,500.00 from the FFY12 UASI-Local Share. The main purpose of this funding is to build and sustain national preparedness capabilities for the below listed projects of which are outlined in the attached Spending Plans that have been approved.

<u>Project Name</u>	<u>Amount</u>
1. EOC Maintenance	\$ 50,000.00
2. Smart Boards	\$ 35,000.00
3. ALPR Maintenance	\$ 25,000.00
4. Maintenance/Service Contracts	\$ 385,000.00
5. Domestic Preparedness Planner Salary	\$ 81,500.00
6. Trunked Radios	\$ 1,010,000.00
7. Emergency Services Unit Equipment	<u>\$ 105,000.00</u>
<b>TOTAL</b>	<b>\$ 1,691,500.00</b>

This funding will be available to reimburse the city for its allowable expenditures upon the completion of the requirements listed below.

- 1.) Return of a signed FFY12 Grant Agreement and required attachments (A through M) by October 30, 2012, to Mr. Steven Talpas, Grant and Program Management Bureau Chief, OHSP, at the above address.
- 2.) OHSP approval of previously submitted FFY12 Spending Plan Template and Annexes.

- 3.) Population of budget items in OHSP's Grant Tracking System (GTS) within 21 days after receipt of this award letter in accordance with the approved Spending Plan Template and Annexes.

Once these requirements are satisfied, spending authority will be granted and a fully executed Grant Agreement will be returned for your records. Failure to complete these requirements within the prescribed time frames may cause this award to be rescinded and any expenditure will be ineligible for reimbursement.

The attached Grant Agreement sets forth the certifications, terms, conditions and assurances required of the city before OHSP will authorize the city to make program expenditures eligible for reimbursement. Please review the Grant Agreement carefully. It is important that the Grant Agreement and required federal certifications are completed and returned to OHSP by October 30, 2012. It is extremely important to implement the activities in the approved Spending Plan Template and Annex in a timely manner to avoid reprogramming of any awarded funds.

**Unlike past funding cycles/awards, the FY12 UASI will only have a twenty-four (24) month period of performance (September 1, 2012 to August 31, 2014).** As referenced within the Grant Agreement, please note that these funds must be legally/contractually obligated by **January 31, 2014**, and reimbursement sought by **August 31, 2014**. However, reimbursement may be requested at any time during the period of performance. On or about **August 31, 2013**, OHSP will conduct a mid-term financial and programmatic review to determine progress in meeting stated objectives/goals and expenditure activity (at least 50% of these funds should be legally/contractually obligated). OHSP recognizes there may be extraordinary circumstances that necessitate an extension on a case-by-case basis. FEMA has informed us, however, that they will only approve extensions based upon compelling legal, policy or operation challenges. Therefore, it is critical to observe the above provided dates.

Your city will be required to provide biannual strategy implementation reports (BSIR) designed to outline how this grant funding is being used to meet the goals and objectives as delineated in the state and urban areas homeland security strategies. The awarding of these funds is conditioned upon your city's full participation with the GTS. Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.

The Honorable Jerramiah T. Healy, Mayor

Page 3

September 14, 2012

If you have any questions regarding this agreement please contact Steven Talpas, Grant and Program Management Bureau Chief, at 609-584-4811. Thank you for your support as we continue working collectively to ensure the safety of our citizens.

Sincerely,

A handwritten signature in black ink, appearing to read "Edw Dickson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Edward Dickson, Director  
Office of Homeland Security and Preparedness

ED/RR:kw

Enclosures

cc: Steven Talpas, Grant and Program Management Bureau Chief, OHSP  
Daniel Morocco, UASI Grant Coordinator, OHSP  
Gary Furman, UASI Grant Liaison, OHSP  
Brian Doering, UASI Grant Liaison, OHSP  
William Kelly, Fiscal Manager, OHSP  
Sgt. Greg Kierce, Deputy City Domestic Preparedness Planner  
Nicholas Kormish, Hudson County RMP  
Scott Digiralomo, UASI Executive Committee Chair

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

City Clerk File No. Res. 12-764  
 Agenda No. 10.F  
 Approved: OCT 24 2012  
 TITLE:



## RESOLUTION HONORING THE HUDSON COUNTY AFFORDABLE HOUSING COALITION ON THE OCCASION AND CELEBRATION OF AFFORDABLE HOUSING MONTH

**WHEREAS**, the Hudson County Affordable Housing Coalition enhances the ability of its members to create and preserve affordable housing and economic opportunities in Hudson County; and

**WHEREAS**, Hudson County Affordable Housing Coalition members have been responsible for developing hundreds of affordable housing units in Jersey City during the last two decades; and

**WHEREAS**, the month of October 2012 has been designated as **Affordable Housing Month**; and

**WHEREAS**, on October 24, 2012, during an affordable housing showcase bus tour several projects developed and planned for development with U.S. Department of Housing and Urban Development (HUD) funds will be highlighted in the City of Jersey City.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby commend the Hudson County Affordable Housing Coalition. We urge all members of the community to join us in recognizing Affordable Housing Month and the various programs and the valuable services provided to our community.

G:\WPDOCS\TOLONDA\RESOS\MONTH\Hudson County Affordable Coalition - Affordable Housing Month.docx

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
 Business Administrator

[Signature]  
 Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-765

Agenda No. 10.G

Approved: OCT 24 2012

TITLE:



## RESOLUTION COMMENDING THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) IN CELEBRATION OF AFFORDABLE HOUSING MONTH

**WHEREAS**, the Department of Housing and Urban Development Act of 1965 created U.S. Department of Housing and Urban Development (HUD) as a Cabinet-level agency responsible for administering Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and various other housing programs; and

**WHEREAS**, HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. HUD is working to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes: utilize housing as a platform for improving quality of life; build inclusive and sustainable communities free from discrimination; and

**WHEREAS**, the City of Jersey City is a participant in the CDBG program which funds a myriad of social services, economic development, and housing programs in this community and HOME which funds affordable housing projects; and

**WHEREAS**, in the Jersey City community and in communities throughout the nation, CDBG and other federal program funds have been instrumental in developing a strong network of relationships between local government, residents and the many non-profit agencies that provide housing and services for Jersey City residents; and

**WHEREAS**, the month of October 2012 has been designated as **Affordable Housing Month**.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby commend the U.S. Department of Housing and Urban Development (HUD). We urge all members of the community to join us in recognizing the various programs and the valuable services provided to our community.

G:\WPDOCS\TOLONDA\RESOS\MONTH\HUD - Affordable Housing Month.docx

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

APPROVED AS TO LEGAL FORM

APPROVED: *John Kelly*  
Business Administrator

*Christina Serrano*  
Assistant Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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. 12-766

Agenda No. 10.H

Approved: OCT 24 2012



TITLE: **A RESOLUTION AUTHORIZING A ONE MONTH EXTENSION EFFECTIVE AS OF JUNE 1, 2012 TO THE AGREEMENT BINDING THE CITY OF JERSEY CITY TO PURCHASE ELECTRIC GENERATION SERVICES THROUGH THE HUDSON COUNTY COOPERATIVE PRICING SYSTEM ("HCCPS") BID COOPERATIVE PRICING SYSTEM ID 83 – HCPS**

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

**WHEREAS**, by Resolution # 15-1-2006 the Board of Chosen Freeholders authorized the use of a cooperative pricing system for use with other local government entities pursuant to N.J.S.A. 40A:11-11(5), and the purchase of the commodity of electricity was approved by the Division of Local Government Services as part of Hudson County's Pricing Cooperating System as of September 28, 2010; and

**WHEREAS**, Resolution 10-560, approved on August 25, 2010, authorized the City of Jersey City (City) to purchase electric generation services through the Hudson County Cooperative Pricing System, Bid Cooperative System ID 83-HCPS; and

**WHEREAS**, such agreements are authorized pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq.; and

**WHEREAS**, pursuant to the aforesaid authority, the Board of Chosen Freeholders, by resolution # 424-10-2010, dated October 7, 2010, authorized the award of a contract effective as of December 1, 2010 and ending on May 31, 2012 to South Jersey Energy Company, 1 North White Horse Pike, P.O. Box 152, Hammonton, New Jersey 08037 for the purchase of this electricity; and

**WHEREAS**, the contract with South Jersey Energy Company was awarded to the lowest responsible bidder pursuant to N.J.S.A. 40A: 11-1 et seq. and this extension emanates from that process; and

**WHEREAS**, by Resolution # 75-2-2012, dated February 9, 2012, the Board authorized the County of Hudson to join with the County of Essex in purchasing this electricity and the County of Essex has begun the bidding process pursuant to N.J.S.A. 40A:11-1 et seq. on behalf of both these entities; and

**WHEREAS**, Resolution # 151-3-2012 was approved on March 22, 2012 by the Hudson County Freeholders authorizing the Hudson County Cooperative Pricing System to join the Essex County Cooperative Pricing System; and  
**(Continued on page 2)**

TITLE:

**A RESOLUTION AUTHORIZING A ONE MONTH EXTENSION EFFECTIVE AS OF JUNE 1, 2012 TO THE AGREEMENT BINDING THE CITY OF JERSEY CITY TO PURCHASE ELECTRIC GENERATION SERVICES THROUGH THE HUDSON COUNTY COOPERATIVE PRICING SYSTEM ("HCCPS") BID COOPERATIVE PRICING SYSTEM ID 83 – HCPS**

**WHEREAS**, there continues to be a need for the purchase of electricity for the County of Hudson as well as various municipalities within the County of Hudson while Essex County is in the process of soliciting bids and awarding a contract to the lowest responsible bidder; and

**WHEREAS**, South Jersey Energy Company, 1 North White Horse Pike, P.O. Box 152, Hammonton, New Jersey 08037, has agreed to continue to provide this commodity at the same price and under the same terms, for the one month extension effective as of June 1, 2012; and

**WHEREAS**, each participant of the Hudson County Cooperative Pricing System as set forth in Resolution # 424-10-2010 shall continue to be billed individually; and

**WHEREAS**, the Hudson County Cooperative Pricing System (hereinafter referred to as "HCCPS"), will from time to time during the Effective Period as defined below solicit bids from electric power suppliers for electric generation services through an energy aggregation program in which the County of Hudson will act as Lead Agency of the HCCPS Cooperative Pricing System # 83-HCPS in accordance with the "Local Public Contracts Law", N.J.S.A.40A:1M 1, and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49. ("EDECA") and the regulations promulgated thereunder; and

**WHEREAS**, the City is a participating member of the HCCPS Cooperative Pricing System and is eligible thereby to obtain electric generation services for its own use through one or more contracts to be awarded to electric power suppliers following said bids for electric generation services pursuant to the aggregation program; and

**WHEREAS**, due to significant volatility and the potential for price increases in the wholesale electric market, participating members will preauthorize the Lead Agency to award contracts for Electric Generation Services in each bid group to one or more electric power suppliers that submit bids which are reasonably forecasted to provide estimated savings to the participating members based upon its previous electric usage and utility provided Basic Generation Services rates and;

**(Continued on page 3)**

TITLE:

**A RESOLUTION AUTHORIZING A ONE MONTH EXTENSION EFFECTIVE AS OF JUNE 1, 2012 TO THE AGREEMENT BINDING THE CITY OF JERSEY CITY TO PURCHASE ELECTRIC GENERATION SERVICES THROUGH THE HUDSON COUNTY COOPERATIVE PRICING SYSTEM ("HCCPS") BID COOPERATIVE PRICING SYSTEM ID 83 – HCPS**

**WHEREAS**, the Lead Agency will only award contracts for said electric generation services to electric power suppliers that submit bids with pricing that is at least 5% lower than the current price for utility-provided basic generation service; and

**WHEREAS**, the City agrees to purchase all electric power needed for its own use (exclusive of on-site electric generation sources) during the Effective Period through any electric power supplier(s) awarded a contract, it being understood that the term of any one contract shall be subject to the provisions of Local Public Contracts Law; and

**WHEREAS**, the Lead Agency will notify the Department of Community Affairs' Division of Local Government Services by mail prior to the issuance a Request for Bids for electric generation services, with the understanding that if the Division of Local Government Services does not respond within 10 business days, it will be deemed to have approved the issuance of the Request for Bids or the Request for Rebids.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the City of Jersey City binds itself to the HCCPS Cooperative Pricing System 83-HCPS to purchase all electric power needed for its own use (exclusive of on-site electric generation sources) during the Effective Period from the electric power supplier or suppliers awarded a contract for electric generation services by the Lead Agency; and, be it

**(Continued on page 4)**

City Clerk File No. Res. 12-766

Agenda No. 10.H OCT 24 2012

TITLE:

**A RESOLUTION AUTHORIZING A ONE MONTH EXTENSION EFFECTIVE AS OF JUNE 1, 2012 TO THE AGREEMENT BINDING THE CITY OF JERSEY CITY TO PURCHASE ELECTRIC GENERATION SERVICES THROUGH THE HUDSON COUNTY COOPERATIVE PRICING SYSTEM ("HCCPS") BID COOPERATIVE PRICING SYSTEM ID 83 - HCPS**

**NOW, THEREFORE BE IT RESOLVED**, that this Resolution shall take effect immediately upon passage. The authorization provided to the County of Hudson pursuant to the Local Public Contracts Laws ( N.J.S.A. 40A:11-11(5), Administrative Code (N.J.A.C. 5:34-7.1) shall be valid until June 30, 2012.

APPROVED: *Peter M. Brennan* 10/16/12 APPROVED AS TO LEGAL FORM

APPROVED: *William S. ...* *...*  
 Business Administrator Ass't Corporation Counsel

Certification Required

Not Required

APPROVED 9-0  
10.24.12

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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. 12-767

Agenda No. 10.1

Approved: OCT 24 2012

TITLE:



**A RESOLUTION BINDING THE CITY OF JERSEY CITY TO PURCHASE ELECTRIC GENERATION SERVICES THROUGH THE ESSEX OR HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE**

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

**WHEREAS**, by Resolution # 15-1-2006 the Hudson County Board of Chosen Freeholders (Board) authorized the use of a cooperative pricing system for use with other local government entities pursuant to N.J.S.A.40A:11-11(5), and the purchase of the commodity of electricity was approved by the Division of Local Government Services as part of Hudson County's Pricing Cooperating System as of September 28, 2010; and

**WHEREAS**, Resolution 10-560, approved on August 25, 2010, authorized the City of Jersey City (City) to purchase electric generation services through the Hudson County Cooperative Pricing System, Bid Cooperative System (HCCPS) ID 83-HCPS; and

**WHEREAS**, such agreements are authorized pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq.; and

**WHEREAS**, N.J.S.A. 40A:11-11 authorizes contracting units to establish and enter into Cooperative Pricing Agreements and the County of Hudson is desirous of joining the Essex County Cooperative Energy Procurement System; and

**WHEREAS**, by way of resolution # 75-2-2012, approved on February 9, 2012, the Board authorized the HCCPS to join the Essex County Cooperative Pricing System; and

**WHEREAS**, the Essex County Board of Chosen Freeholders established the Essex County Aggregate Procurement Cooperative Pricing System (#198ECAEPC ) by way of its resolution # 11-0603 on September 7, 2011 and this resolution permits other local governing units to join the pricing system; and

**WHEREAS**, Resolution # R -12-0211, approved on March 14, 2012 by the Essex County Board of Freeholders establishing a regional cooperative pricing system to be known as the Essex – Hudson Regional Energy Procurement Cooperative with Essex County serving as the lead agency; and

**WHEREAS**, Resolution # R-12-0395, approved on May 2, 2012 by the Essex County Board of Freeholders authorizing the County of Essex to accept and award only in accord with the terms and conditions of this resolution, an electricity purchase contract for the Essex – Hudson Regional Energy Procurement Cooperative for the lowest kilowatt per hour rate available at the electrical energy market at time of bid; and

(continued on page 2)

TITLE: **A RESOLUTION BINDING THE CITY OF JERSEY CITY TO PURCHASE ELECTRIC GENERATION SERVICES THROUGH THE ESSEX – HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE**

**WHEREAS**, on May 8, 2012, Essex County received bids on behalf of the HCCPS for our joint electricity purchase for new one year contracts which would become effective on the first meter reading date in July, 2012 to South Jersey Energy Company (SJE), 1 North White Horse Pike, P.O. Box 152, Hammonton, New Jersey 08037 and Hess Corporation(Hess) 1 Hess Plaza, Woodbridge, New Jersey 07085; and

**WHEREAS**, the City is a participating member of the HCCPS Cooperative Pricing System and is eligible thereby to obtain electric generation services for its own use through one or more contracts to be awarded to electric power suppliers following said bids for electric generation services pursuant to the aggregation program; and

**WHEREAS**, the Lead Agency will from time to time during the Effective Period ( July 1, 2012 through June 30, 2013, hereinafter referred to as "Effective Period") issue one or more Requests for Bids for electric generation services on behalf of the HCCPS Cooperative Pricing System pursuant to the Local Public Contracts Law and EDECA; and

**WHEREAS**, due to significant volatility and the potential for price increases in the wholesale electric market, participating members will preauthorize the Lead Agency to award contracts for Electric Generation Service in each bid group to one or more electric power suppliers that submit bids which are reasonably forecasted to provide estimated savings to the Participating Member based upon its previous electric usage and utility provided Basic Generation Service rates; and

**WHEREAS**, the Lead Agency will only award contracts for said electric generation services to electric power suppliers that submit bids with pricing that is at least 5% lower than the current price for utility-provided basic generation service; and

**WHEREAS**, the City agrees to purchase all electric power needed for its own use (exclusive of on-site electric generation sources) during the Effective Period through any electric power supplier(s) awarded a contract, it being understood that the term of any one contract shall be subject to the provisions of Local Public Contracts Law; and

**WHEREAS**, the Lead Agency will notify the Department of Community Affairs' Division of Local Government Services by mail prior to the issuance a Request for Bids for electric generation services, with the understanding that if the Division of Local Government Services does not respond within 10 business days, it will be deemed to have approved the issuance of the Request for Bids or the Request for Rebids.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the City of Jersey City binds itself to the HCCPS Cooperative Pricing System 83-HCPS to purchase all electric power needed for its own use (exclusive of on-site electric generation sources) during the Effective Period from the electric power supplier or suppliers awarded a contract for electric generation services by the Lead Agency; and, be it

(continued on page 3)

TITLE:

**A RESOLUTION BINDING THE CITY OF JERSEY CITY TO PURCHASE ELECTRIC GENERATION SERVICES THROUGH THE ESSEX - HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE**

**FURTHER RESOLVED** that the Lead Agency of the HCCPS Cooperative Pricing System is hereby authorized to execute a master performance agreement that obligates the City of Jersey City to purchase electricity at the terms and conditions stated therein with a third-party supplier or suppliers who have been awarded the contract or contracts by the Lead Agency on behalf of the participating members of the HCCPS Cooperative Pricing System 83-HCPS (or any CPS number to be assigned in the future), and provided further that all such contracts shall be at prices reasonably forecast and estimated by the Lead Agency to provide savings to the City of Jersey City relative to the price charged for basic generation service by the electric public utility that would otherwise provide such service; and, be it

**FURTHER RESOLVED** that HCCPS is authorized to continue to bid to obtain electric generation services at any time during the Effective Period on behalf of the HCCPS Cooperative Pricing System including, for example, a rebid if energy market conditions do not initially lead to a successful bid, on additional dates to be determined by the Lead Agency; and, be it

**FURTHER RESOLVED** that this Resolution shall take effect immediately upon passage. The authorization provided to the County of Hudson pursuant to the Local Public Contracts Laws (N.J.S.A.) 40A:11-11(5), Administrative Code (N.J.A.C. 5:34-7.1) shall be valid until June 30, 2013, (the Effective Period) at which time the Cooperative Pricing System will be subject to renewal. Any rescission or expiration of this resolution shall not affect any Agreements entered into prior to such rescission or expiration.

APPROVED: [Signature] 10/16/12 APPROVED AS TO LEGAL FORM  
APPROVED: [Signature] \_\_\_\_\_  
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-768

Agenda No. 10.J

Approved: OCT 24 2012

TITLE:



**RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH HESS CORPORATION FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND HESS CORPORATION THROUGH THE ESSEX – HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, by Resolution # 15-1-2006 the Hudson County Board of Chosen Freeholders (Board) authorized the use of a cooperative pricing system for use with other local government entities pursuant to N.J.S.A. 40A:11-11(5), and the purchase of the commodity of electricity was approved by the Division of Local Government Services as part of Hudson County's Pricing Cooperating System as of September 28, 2010; and

**WHEREAS**, N.J.S.A. 40A:11-11 authorizes contracting units to establish and enter into Cooperative Pricing Agreements and the County of Hudson is desirous of joining the Essex County Cooperative Energy Procurement System; and

**WHEREAS**, by way of resolution # 75-2-2012, approved on February 9, 2012, the Board authorized the Hudson County Cooperative Pricing System (HCCPS) to join the Essex County Cooperative Pricing System; and

**WHEREAS**, the Essex County Board of Chosen Freeholders established the Essex County Aggregate Procurement Cooperative Pricing System ( #198ECAEPC ) by way of its resolution # 11-0603 on September 7, 2011 and this resolution permits other local governing units to join the pricing system; and

**WHEREAS**, Resolution # R -12-0211, approved on March 14, 2012 by the Essex County Board of Freeholders establishing a regional cooperative pricing system to be known as the Essex – Hudson Regional Energy Procurement Cooperative with Essex County serving as the lead agency; and

**WHEREAS**, Resolution # R-12-0395, approved on May 2, 2012 by the Essex County Board of Freeholders authorizing the County of Essex to accept and award only in accord with the terms and conditions of this resolution, an electricity purchase contract for the Essex – Hudson Regional Energy Procurement Cooperative for the lowest kilowatt per hour rate available at the electrical energy market at time of bid; and

**WHEREAS**, on May 8, 2012, Essex County received bids on behalf of the HCCPS for our joint electricity purchase for new one year contracts which would become effective on the first meter reading date in July, 2012 to Hess Corporation (Hess), One Hess Plaza, Woodbridge, New Jersey 07095; and

**WHEREAS**, Resolution 10-560, approved on August 25, 2010, authorized the City of Jersey City (City) to purchase electric generation services through the HCCPS Bid Cooperative System ID 83-HCPS; and

**WHEREAS**, such agreements are authorized pursuant to N.J.S.A 40A:11-10 and N.J.A.C. 5:34-7.1 et seq.; and

(Continued on page 2)

**TITLE: RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND HESS CORPORATION THROUGH THE ESSEX - HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

**WHEREAS**, there continues to be a need for the purchase of electricity for the County of Hudson as well as various municipalities within the County of Hudson; and

**WHEREAS**, Hess Corporation, One Hess Plaza, Woodbridge, New Jersey 07095, has agreed to continue to provide this commodity at the same price and under the same terms; and

**WHEREAS**, each participant of the HCCPS as set forth in resolution Number 424-10-2010 shall continue to be billed individually; and

**WHEREAS**, N.J.A.C. 5:34-7.14(d)(2) requires the adoption of a resolution authorizing the City's Purchasing Agent to issue a purchase order to Hess Corporation(Hess), in order to purchase electricity under the County's contract with Hess for the purpose of reducing the cost of electricity provided from PSE&G; and

**WHEREAS**, the City desires to purchase electricity from Hess for a one (1) year period effective as of July 1, 2012 and ending on June 30, 2013; and

**WHEREAS**, the total cost of the contract is \$240,000.00; and

**WHEREAS**, funds in the amount of **\$120,000.00** are available in **Unclassified Operating Account No. 12-01-201-31-430-303**.

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

1. Pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq., the City's Purchasing Agent is authorized to issue a purchase order to Hess Corporation for One Hundred and Twenty Thousand (\$120,000.00) Dollars for the months of July, 2012 through December, 2012.
2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2012 calendar year budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year temporary and permanent budget.
3. The purchasing Agent is authorized to execute such other documents necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Unclassified Operating Account No. 12-01-201-31-430-303** for payment of the above resolution. PO # 108003

APPROVED: Rodney W. Hadley 10/16/12 APPROVED AS TO LEGAL FORM

APPROVED: Rodney W. Hadley, Director, Department of Public Works  
Business Administrator  
[Signature]  
Corporation Counsel

RWH/sb  
September 26, 2012

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10.24.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

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

RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH HESS CORPORATION FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND HESS CORPORATION THROUGH THE ESSEX - HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES.

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

Rodney W. Hadley, Director of the Department of Public Works for Administrative Services.

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

For the purchase of electricity under the cooperative pricing contract between the County of Hudson and Hess Corporation.

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

RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH HESS CORPORATION FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND HESS CORPORATION THROUGH THE ESSEX - HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES.

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

For the purchase of electricity under the cooperative pricing contract between the County of Hudson and Hess Corporation.

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

The cost of this contract is two hundred and forty thousand dollars and zero cents (\$240,000.00).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

June 30, 2013.

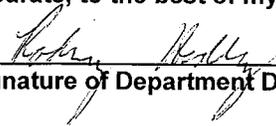
**9. Person responsible for coordinating proposed program, project, etc.:**

Steve Miller, Confidential Assistant, Administrative Services.

**10. Additional comments:**

Resolution proposed at the recommendation of Steve Miller.

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

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

10/16/12  
\_\_\_\_\_  
Date

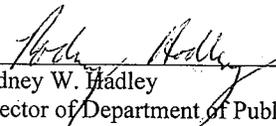
CERTIFICATION OF RODNEY W. HADLEY

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

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH HESS CORPORATION FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND HESS CORPORATION THROUGH THE ESSEX – HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES.**
3. The total funds requested for this contract is \$240,000.00 with a temporary encumbrancy of \$120,000.00,
4. The funds are available in Administrative Services Unclassified Operating Account No. 12-01-201-31-430-303.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

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

10/16/12

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



# OFFICE OF PURCHASING

Hall of Records, Room 333, Newark, New Jersey 07102  
973.621.5113 --- 973.621.5111 (Fax)  
www.essexcountynj.org

Joseph N. DiVincenzo, Jr.  
Essex County Executive

James J. Jorgensen, QPA  
Director of Purchasing

May 8, 2012

Re: FAX TRANSMISSION

To: Kevin George  
732-750-6927

Two (2) Pages attached are for the Notice of Contract Award from the County of Essex, Lead Agency for the Essex-Hudson Regional Cooperative Pricing System (EHRCPs).

Sincerely,

James Jude Jorgensen, QPA  
Director of Purchasing  
County of Essex, New Jersey

*Putting Essex County First*

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER



## OFFICE OF THE COUNTY ADMINISTRATOR

Hall of Records, Room 510, Newark, New Jersey 07102  
www.essexcountynj.org

Joseph N. DiVincenzo, Jr.  
Essex County Executive

Ralph J. Cjallella  
County Administrator

May 8, 2012

Kevin George, Manager-Government Sales  
Hess Corp.  
1 Hess Plaza  
Woodbridge, New Jersey, 07095

Re: Essex Hudson Regional Cooperative Pricing System (EHRCP)  
Request for Bids for Electric Generation Service dated 4/17/12  
Bid No. 12-084  
**Notice of Contract Award**

Dear Mr. George:

The County of Essex, as Lead Agency of the Essex Hudson Regional Cooperative Pricing System (Regional Cooperative Pricing System ID# 198ECAEPC), is pleased to award a contract for supply of electric generation service to Hess Corp. as a result of bids received today, May 8, 2012. The contract award is for the following Bid Group(s), Bid Price(s) in \$/kWh, Pricing Product(s), and Term(s):

<u>Bid Group No. and Name</u>	<u>Bid Price</u>	<u>Pricing Product</u>	<u>Term</u>
Bid Group 2 - CIEP Accounts	\$0.06920	All-In Fixed Price	12 Months

Hess Corp.'s bid was submitted in response to the EHRCP Request for Bids ("RFB") issued on April 17, 2012. Hess Corp. has submitted the necessary documentation required by the Request for Bids, thereby qualifying it to serve EHRCP's Participating Members.

This Award Letter issued by the Lead Agency, in concert with Participating Member resolutions, constitutes a binding commitment of all Participating Members with accounts in the awarded bid group(s) to execute the Model Supply Contract.

*Putting Essex County First*

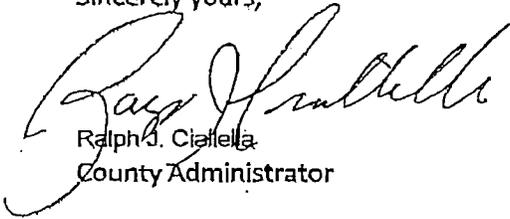
ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

Hess Corp. has executed and submitted along with its bid the Transmittal Letter in which, among other things, it has agreed to execute the Model Supply Contract<sup>1</sup> with each individual Participating Member with accounts included in the Bid Groups listed above that are subject to this Award Letter, and has agreed to execute an energy agent agreement with Gabel Associates and to make payment of collected energy agent fees to Gabel Associates in accordance with the RFB. It is further confirmed that Hess Corp. has not taken any exceptions to the bid specifications<sup>2</sup>.

I understand that Hess Corp. has committed to taking the necessary steps to enroll the awarded electric accounts for a start of service concurrent with the June 2012 meter read dates. Gabel Associates, the EHRCPs' energy agent, as well as the Lead Agency, will be available to help facilitate that process as well as the execution of supply contracts with each awarded Participating Member.

The County of Essex, acting as Lead Agency of the EHRCPs, is excited about procuring beneficial electric supply to its Participating Members. We look forward to working with you to realize these benefits.

Sincerely yours,



Ralph J. Cialella  
County Administrator

cc: MP  
JP

<sup>1</sup> Revised Model Supply Agreement dated 4/27/12 per Addendum No. 1.

<sup>2</sup> 4/17/12 bid specifications subject to Response to Supplier Questions and Addendum No.1 dated 4/27/12.

*Putting Essex County First*

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

VENDOR'S INFORMATION SHEET

Please fill in the following information and submit with your Bid:

COMPANY/BIDDERS NAME: Hess Corporation

ADDRESS: One Hess Plaza  
Woodbridge, NJ 07095

PHONE NUMBER: 732-750-6888

FAX NUMBER: 732-750-6927

FEDERAL I.D. NUMBER: 13 492 100 2

NAME OF PERSON PREPARING BID: Kevin J. George

REMITTANCE ADDRESS

REMITTANCE NAME: Hess Corporation

REMITTANCE ADDRESS: P O Box 905243, Charlotte, NC 28290-5243

REMITTANCE PHONE: PERSON TO CONTACT: 732-750-6296 Kathleen Pranio

FAX NUMBER: 866-316-0486

PROJECT MANAGER / POINT OF CONTACT

COMPANY NAME: Hess Corporation

ADDRESS: One Hess Plaza  
Woodbridge, NJ 07095

PHONE NUMBER: 732-750-6888

CELL PHONE NUMBER: \_\_\_\_\_

PAGER NUMBER: \_\_\_\_\_

FAX NUMBER: 732-750-6927

PERSON TO CONTACT: Kevin J. George

EMAIL ADDRESS: KGeorge@hess.com

**APPENDIX B**  
**(revised 4-27-12)**

**ELECTRIC GENERATION SERVICE AGREEMENT  
BETWEEN**

**CITY OF JERSEY CITY,**

---

**AND**

**HESS CORPORATION**

---

**DATED**

**May 8, 2012**

**ELECTRIC GENERATION SERVICE AGREEMENT  
BETWEEN**

**ESSEX HUDSON REGIONAL COOPERATIVE PRICING SYSTEM ("EHRCPS") PARTICIPATING  
MEMBER**

**COUNTY OF HUDSON**

**AND**

**RETAIL ELECTRIC POWER SUPPLIER HESS CORPORATION DATED MAY 8, 2012**

This Power Purchase Agreement ("Contract") is made effective **May 8, 2012**, by and between **Hess Corporation** ("**Supplier**") and **City of Jersey City** ("**Customer**") also referenced herein as "Party" or collectively as "Parties." This Contract incorporates all transaction-specific Confirmation Agreements, and the Request for Bids for Electric Supply Service ("Request for Bid" or "RFB") issued by the Essex Hudson Regional Cooperative Pricing System ("EHRCPS") on April 17, 2012.

**Definitions:**

"Administrative Fee" shall mean the per kilowatt-hour fee as provided for in the RFB, which shall be included in the Contract Price, collected by Supplier and remitted by Supplier to the EHRCPS energy agent in accordance with the RFB.

"Award Letter" means the letter issued by the County of Essex acting as Lead Agency of the EHRCPS, notifying Supplier of the bid award resulting from the RFB and memorializing the Contract Price as provided for in Supplier's Bid submitted to the EHRCPS.

"Block Energy Price" means a fixed price per kilowatt-hour for a defined block (in kilowatts or "kw") of electricity as defined in the RFB and the Confirmation Agreement. The Block Energy Price is only applicable to the extent that Customer is served under a Block and Index pricing product as defined in the RFB

"Confirmation Agreement" means the Award Letter which memorializes the Contract Price as provided for in Supplier's Bid submitted to the EHRCPS, and the list of Customer's accounts to be served under this Agreement, attached hereto as Appendix A.

"Delivery Point" means a point where the PJM transmission grid meets the EDC delivery system.

"EDC" means the electric distribution company, otherwise referred to as the electric utility, in whose service territory Customer's accounts served under this Contract are located.

"FERC" means the Federal Energy Regulatory Commission.

"Fixed Adder" means a fixed per kWh charge assessed on each kWh delivered to and measured at the Customer meter, which shall reflect all non-energy costs to provide Electric Generation Service including the cost of capacity, transmission, ancillary services, RPS requirements, supplier margin, Administrative Fee and applicable taxes including State sales and use tax.

"Fixed Price" means a fixed price per kWh to cover all costs associated with providing Electric Generation Service, including energy, Line Losses, capacity, transmission, ancillary services, RPS requirements, Administrative Fee and applicable taxes including State sales and use tax.

"Index Energy Charge" means the hourly PJM Day-Ahead Locational Marginal Price (LMP), which is applied to hourly metered usage and grossed up for Line Losses and State sales and use Tax.

"Index Price" pricing product shall consist of two components, including the Fixed Adder and the Index Energy Charge.

“kWh” means a kilowatt-hour, which is a standard measurement of electric energy consumption or production.

“Line Losses” means distribution system line loss factor for the applicable rate class and/or voltage level as defined in the EDC tariff, adjusted to remove the mean hourly PJM marginal losses reflected in the applicable PJM Locational Marginal Price.

“LMP” means the Locational Marginal Price which is the spot market energy price established by PJM for the applicable transmission zone.

“NJBP” means the New Jersey Board of Public Utilities.

“PJM” means the PJM Interconnection, which is a regional transmission organization or “RTO” that coordinates the movement of electricity in all or parts of thirteen states in the Mid-Atlantic and surrounding regions and the District of Columbia.

“Day-Ahead Locational Marginal Price” means the hourly day-ahead spot energy market price applicable in the PJM transmission zone for the applicable EDC.

“RPM” means the Reliability Pricing Model established and implemented by PJM to establish market prices for generation capacity.

“Renewable Portfolio Standards” or “RPS” means minimum percentages of various forms renewable energy required to be included in each Electric Power Supplier’s energy portfolio pursuant to New Jersey State law and NJBP regulations.

“Transmission Costs” means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the PJM within the applicable EDC’s service territory, including any applicable surcharges, and net of any applicable credits.

1. **Nature of Transaction:** Customer and **Supplier** respectively agree to purchase and sell the full electric generation service requirements for the accounts listed, together with such ancillary services that may be shown on the Confirmation Agreements. **Supplier** will serve as agent for Customer in accordance with the policies and procedures of Customer's electric distribution company ("EDC") in order to provide supply coordination functions, including, but not limited to, nominating, scheduling and balancing. Customer will utilize **Supplier** as its sole electricity Supplier for all electrical requirements, net of any on-site, behind-the-meter renewable energy project generation, during the term of this Contract for the accounts listed on the Confirmation Agreement.

2. **Contract Term and Sales Period(s):** The effective term of this Contract shall commence with the June 2012 meter reading date for each account listed on the Confirmation Agreements, and shall continue until the ✓ June 2013 (12-month Contract term) or     June 2014 (24-month Contract term) meter reading date (check one for selected term, hereinafter referred to as the “Sales Period”).

This Contract shall remain effective for the duration of any and all Sales Period(s) specified in the Confirmation Agreement(s). Moreover, if the initial term of this Contract is twelve (12) months, the term may be extended for a term of up to twenty-four (24) additional months or, if the initial term of this Contract is twenty-four (24) months, the term may be extended for a term of up to twelve (12) additional months, by the mutual, written consent of both parties, at a Contract Price to be agreed upon by the Parties, memorialized in a supplemental Confirmation Agreement and established in accordance with applicable law. Any such extension(s) shall be executed no less than twenty (20)-days before the termination date. If no such extension is executed the Contract shall termination at the end of its initial term and Supplier shall initiate a drop of accounts to be effective at the end of the initial term.

3. **Quantity:** **Supplier** shall tender for delivery to Customer, and Customer must accept for receipt from **Supplier**, the Customer's full power usage requirements, net of any on-site, behind-the-meter renewable energy project generation, for the accounts listed on the Confirmation Agreement(s).

4. **Contract Price:** For each kilowatt-hour ("kWh") of power delivered to and measured at the Customer meter, Customer shall pay Supplier the Contract Price specified in Supplier's Bid submitted in response to the Request for Bids and memorialized in the Confirmation Agreement attached hereto. The Contract Price includes all charges, fees and taxes that are imposed on the power prior to its delivery to Customer's EDC, and shall also include the Administrative Fee. The Contract Price shall be either for a Fixed Price pricing product or an Index Price pricing product, as indicated in the Confirmation Agreement. Customer shall retain the right to convert the Index Price pricing product to a Fixed Price, at a price that is subject to the mutual written agreement of the parties, and that is otherwise in accordance with applicable law. Unless otherwise specified in the Confirmation Agreement, all taxes applicable to such power for which the taxable incident arises upon or after the Delivery Point, including but not limited to sales, use, transfer, gross receipts or energy taxes will also be included in the Contract Price.

5. **Adjustments to Contract Price:** An adjustment to the Contract Price shall be permitted under the following circumstances:

a) A legislated change in the current 7% State Sales and Use Tax ("SUT"), in which case the price adjustment shall reflect the difference between newly-enacted SUT rate and the 7% SUT rate in effect at the time Supplier submitted its Bid. ;

b) In the event of a change of greater than 25% in the aggregate monthly kWh usage of the Customer accounts receiving service under the Agreement, in which case Seller may adjust the price to reflect the incremental cost of purchasing energy in excess of the 125% bandwidth at market, or any incremental loss incurred by Supplier in re-selling unused energy below the 75% bandwidth at market. Notwithstanding the foregoing, there shall be no price adjustments permitted for aggregate usage reductions, even those that exceed 25%, associated with the operation of an on-site renewable energy project(s) by Customer.; or

c) A change in FERC-approved Transmission Costs implemented after the Effective Date of the Agreement. In such instance Supplier may adjust the Contract Price by a percentage amount up to the percentage change in Supplier's direct total cost to provide Electric Generation Service to Customer directly caused by the change in FERC-approved Transmission Costs.

d) A change in law implemented after the date hereof that has a material impact on the cost to Electric Power Suppliers and Basic Generation Service suppliers of providing Electric Generation Service to retail customers in the applicable EDC transmission zone(s) in which Customer's accounts are located. For this purpose a material impact shall be an increase in cost of no less than \$0.0001/kWh. In such instance Supplier may adjust the Contract Price by a percentage amount up to the percentage change in Supplier's direct total cost to provide Electric Generation Service to Customer directly caused by the change in law."

e) Supplier shall, upon request of Customer or its designated agent, provide reasonable documentation to support adjustments to the Contract Price implemented pursuant to this Section 5 of the Agreement.

6. **Title, Possession and Control:** Supplier shall deliver Customer's electricity requirements to a "Delivery Point". The Delivery Point shall be on the EDC transmission system and will be determined by Supplier at the time of scheduling. Title and risk of loss shall pass to Customer at the Delivery Point, and Customer shall be responsible for obtaining delivery service to its facility from the Delivery Point under the applicable New Jersey Board of Public Utilities-regulated tariffs of Customer's EDC. Customer is responsible for all distribution and service charges imposed by Customer's EDC relative to the delivery of power to Customer's facility.

Customer shall be responsible for, and shall cooperate with Supplier in obtaining from its EDC metering and historical load information reasonably necessary to record values of consumed kW and kWh on a continuous basis necessary to allow for proper billing. Supplier shall not be responsible for any variation in the quality, including zero voltage, of the electric service provided by the EDC to Customer.

7. **Transportation Balancing and Overruns:** Supplier will be responsible for any and all charges or penalties imposed by Customer's EDC for failing to deliver Customer's power usage requirements to the Delivery Point on the EDC transmission system.

8. **Billing and Payment:** During the term of this Contract, **Supplier** shall bill Customer on a monthly basis based on the prior month's delivery of electricity. The monthly billing periods shall correspond to the meter read dates of Customer's EDC. All amounts due hereunder shall be paid within forty-five (45) days of the date of the invoice except, in the event that Customer is billed through the EDC's consolidated billing program,, payment is due in accordance with the EDC's rules. Seller may assess late fees on payments received after the due date, at a rate not to exceed 1% per month. If an amount due is not received from Customer when due, **Supplier** may issue written notice to Customer, and Customer shall have a five (5) business days cure period from date of receipt of such notice. Upon completion of the 5 business day cure period, if payment of overdue amounts is not made by Customer, **Supplier** may suspend deliveries, terminate this agreement, and liquidate any power purchased for delivery to Customer during future periods. Notwithstanding the foregoing deliveries shall not be curtailed and interest shall not be accrued, and the Agreement shall not be terminated, where Customer provides written evidence of a good faith billing dispute and pays the undisputed amount. Customer agrees to reimburse **Supplier** for all reasonable cost that **Supplier** incurs, including reasonable attorneys' fees, in any attempt to collect undisputed past due amounts from Customer.

9. **Credit:** If, at any time, Customer does not meet **Supplier's** commercially reasonable creditworthiness standards, **Supplier** may require Customer to provide credit assurance in a form and amount reasonably acceptable to **Supplier**, such as a letter of credit, third-party guarantee, deposit or prepayment.

10. **Force Majeure:** Neither Party shall be liable for failure of performance due to causes beyond its reasonable control (force majeure), such as: failure of transmission grid or EDC distribution facilities; acts of God; fire; civil disturbances; terrorist acts or threats; labor dispute; labor or material shortage; sabotage; action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for such government action). A Party claiming inability to perform due to force majeure must provide the other Party with prompt notice stating the reason for its inability, and must make reasonable efforts to promptly resolve such inability to perform. Economic hardship, including, without limitation, **Supplier's** ability to sell power at a higher or more advantageous price than the Contract Price or Customer's ability to purchase power at a lower or more advantageous price than the Contract Price, shall not excuse a party's obligation to perform under this Contract. A Force Majeure does not excuse obligations to pay for Electric Generation Service that has been delivered to and consumed by Customer.

11. **Failure to Deliver/Accept - Exclusive Remedy:** If for an unexcused reason either Party fails to perform its obligation hereunder to tender for delivery (in the case of **Supplier**) or accept power tendered for delivery (in the case of Customer), the other Party's exclusive remedy shall be a) in the case of **Supplier** failure, the positive difference, if any, between the price Customer, acting in a commercially reasonable manner, paid for replacement supplies, including administrative fees, brokerage fees and other similar costs, and the Contract Price, multiplied by the quantity of power **Supplier** failed to deliver; or b) in the case of Customer's failure, the positive difference, if any, between the Contract Price and the price **Supplier**, acting in a commercially reasonable manner, obtained from a replacement market, multiplied by the quantity of power not accepted by Customer.

A Party shall act reasonably to minimize its damages, which shall include but not be limited to reasonable efforts to obtain replacement supplies or a replacement market, where applicable. In the event that such reasonable efforts are unsuccessful or only partly successful, the Party failing to perform shall be responsible for an amount calculated by multiplying the Contract Price times the quantity of power for which the other Party failed to obtain a replacement supply or replacement market, whichever applicable, in addition to any amounts calculated with respect to replacement supplies or replacement market(s). In calculating damages owed under this Section, **Supplier** shall net or aggregate, as appropriate: (i) any and all amounts owing between the parties under the Contract; (ii) any amount owed to Customer against any margin or other collateral provided by Customer and held by **Supplier** relating to the Contract; and (iii) any amount payable to Customer against any amount(s) payable by the Customer to **Supplier** under any other agreement or arrangement between the parties, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other.

**LIMITATION OF DAMAGES:** IN NO INSTANCE AND FOR NO PURPOSE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER A CLAIM IS MADE OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE.

12. **Bankruptcy:** The Parties specifically agree that this Contract and all Transactions pursuant hereto are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C., Section 101(25). If either Party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other Party shall be entitled to exercise its right to liquidate this Contract as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy Code.

13. **Notices:** Notice(s) required hereunder shall be deemed properly made if telecopied delivered personally or sent by regular or certified mail to the following addresses or facsimile.

**Customer Representative:** \_\_\_\_\_

**Supplier Representative:** Kevin J. George, 1 Hess Plaza, Woodbridge, NJ 07095; facsimile: 732-750-6927

14. **Miscellaneous:** This Contract shall be construed in accordance with the laws of the State of New Jersey, without recourse to provisions governing choice of law. Any action brought in law or equity with respect to this Contract shall only be filed in the Superior Court of New Jersey, regardless of federal question, citizenship or amount in controversy. Venue shall be laid in the county of the Customer. Prior to the institution of such action, the parties shall agree to the Alternate Dispute Resolution procedure of mediation under the auspices of the American Arbitration Association, or such other agency upon which the parties may agree. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld or delayed; provided, however, that (i) Supplier may, without the consent of Customer, transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, and (ii) either party may, upon notice to the other, transfer or assign this Contract to an affiliate, which affiliate's creditworthiness is comparable to or higher than that of such party, or transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets of such party.

EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRICITY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

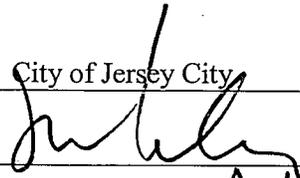
EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING HERETO.

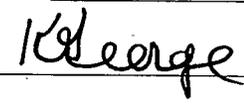
AGREED AND ACCEPTED

AGREED AND ACCEPTED

CUSTOMER: City of Jersey City

SUPPLIER: Hess Corporation

BY: 

BY: 

TITLE: Business Administrator

TITLE: Manager, Government Sales

DATE: 10.25.12

DATE: May 25, 2012

CITY OF JERSEY CITY

Requisition #

0159789

Assigned PO #

108003

Requisition

Vendor  
HESS CORPORATION  
ONE HESS PLAZA  
WOODBRIIDGE NJ 07095

Dept. Bill To  
ADMINISTRATIVE SERVICES  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

Dept. Ship To  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

HE895125

Contact Info

STEVE  
0000004904

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	ENCUMBRANCY	01-201-31-430-303	120,000.00	120,000.00

ELECTRICITY FOR VARIOUS LOCATIONS AS THE THIRD PARTY CONTRACT UNDER THE SHARED SERVICES AGREEMENT  
TOTAL CONTRACT AMOUNT = \$240,000.00  
TEMPORARY AMOUNT = \$120,000.00  
CONTRACT DURATION JULY 1,2012 THRU JUNE 30,2013  
A NEW PO WILL BE ISSUED IN JANUARY,2013 FOR THE REMAINDER OF THE CONTRACT  
PPV'S

CONTRACTOR ADDRESS ONLY FOR MAILING CHECKS IS  
HESS CORPORATION  
P.O. BOX 905243  
CHARLOTTE, NC 28290-5243  
ATT: KEVIN GEORGE

Requisition Total 120,000.00

Req. Date: 10/11/2012

Requested By: STEVE

Buyer Id:

Approved By:

*Steve Miller*  
10/16/12

This Is Not A Purchase Order

## Silendra Baijnauth

---

**From:** Raymond Reddington  
**Sent:** Tuesday, October 02, 2012 4:54 PM  
**To:** Steve Miller  
**Cc:** Rodney Hadley; Silendra Baijnauth; John Kelly; John Mercer  
**Subject:** RE:

Looks okay.

NOTICE: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any review, use, transmission, conversion to hard copy, dissemination, distribution, or copying of this message, or any attachments, is strictly prohibited. If you have received this message in error, please notify the original sender by email or telephone (201) 547-5229 and immediately delete this message, along with any attachments, from your computer. Thank you.

**From:** Steve Miller  
**Sent:** Tuesday, October 02, 2012 2:35 PM  
**To:** Raymond Reddington  
**Cc:** Rodney Hadley; Silendra Baijnauth; John Kelly; John Mercer  
**Subject:** RE:

Please see revised resolution.  
Thanks

Steve Miller  
Confidential Assistant  
Public Works Director's Office  
575 Route 440  
Jersey City, NJ 07305  
(201) 547-4904

**From:** Raymond Reddington  
**Sent:** Tuesday, October 02, 2012 11:35 AM  
**To:** Steve Miller  
**Cc:** Rodney Hadley; Silendra Baijnauth; John Kelly; John Mercer  
**Subject:** RE:

Please see attached copy of Draft no. 1 of Hess resolution for changes.

NOTICE: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any review, use, transmission, conversion to hard copy, dissemination, distribution, or copying of this message, or any attachments, is strictly prohibited. If you have received this message in error, please notify the original sender by email or telephone (201) 547-5229 and immediately delete this message, along with any attachments, from your computer. Thank you.

**From:** Steve Miller  
**Sent:** Thursday, September 27, 2012 12:53 PM

**To:** Raymond Reddington  
**Cc:** Rodney Hadley; Silendra Baijnauth; John Kelly; John Mercer  
**Subject:**

Ray,  
Please see attached for two (2) resolutions for Hess and South Jersey Energy respectively. Kindly review and advise. We would like to have these resolutions be included for the October 10<sup>th</sup> Council meeting.  
Thanks

Steve Miller  
Confidential Assistant  
Public Works Director's Office  
575 Route 440  
Jersey City, NJ 07305  
(201) 547-4904

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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





**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 Hess Corporation (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** May 2012 (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: Hess Corporation (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: Hess Corporation

Signed: [Signature] Title: Vice President, Commercial & Industrial Sales

Print Name: Mark J. Taddeo Date: 9/4/12

Subscribed and sworn before me  
this 4<sup>th</sup> day of Sept., 2012

My Commission expires:

[Signature]  
(Affiant)  
Thomas P. Thackston  
(Print name & title of affiant) (Corporate Seal)  
ASSISTANT SECRETARY

[Signature]

DEBORAH JUSTIN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 18, 2013

**\*\*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:**

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:

Please See Attached

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 4<sup>th</sup> day of Sept., 2012

*Deborah Justin*  
DEBORAH JUSTIN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 18, 2013

*[Signature]*  
(Affiant)  
\_\_\_\_\_  
(Print name & title of affiant)  
Mark J. Taddeo, Vice President, Commercial & Industrial Sales

**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>

**Part I – Vendor Affirmation**

Hess Corporation

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	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
	Please See Attached

**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: Hess Corporation

Signature of Affiant: [Signature] Title: Vice President, Commercial & Industrial Sales

Printed Name of Affiant: Mark J. Taddeo Date: \_\_\_\_\_

Subscribed and sworn before me this 4<sup>th</sup> day of September, 2012.

[Signature]  
 (Witnessed or attested by)

My Commission expires:

**DEBORAH JUSTIN**  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires Oct. 18, 2013

(Seal)

**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
	Please See Attached	

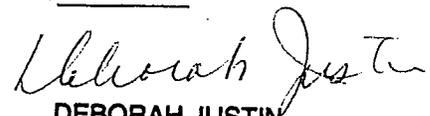
SIGNATURE :   
Mark J. Taddeo

TITLE: Vice President, Commercial & Industrial Sales

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 4<sup>th</sup> September  
OF 20 12

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

  
**DEBORAH JUSTIN**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 18, 2013

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

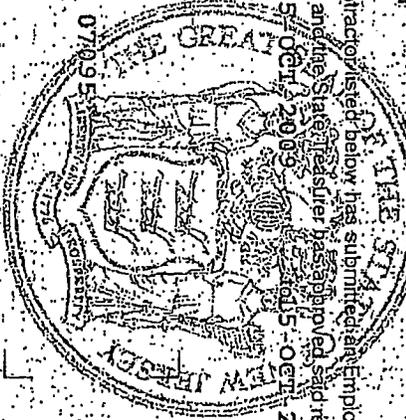
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

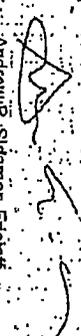
Certification 742

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 2009 - 15 OCT 2012.

HESS CORPORATION  
ONE HESS PLAZA  
WOODBRIIDGE

NJ 07095



  
Andrew P. Sidamon-Eristoff  
Acting State Treasurer

11/15/07

Taxpayer Identification# 134-921-002/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 262  
TRENTON NJ 08646-0252

TAXPAYER NAME:  
HESS CORPORATION

TRADE NAME:  
HESS

ADDRESS:  
1 HESS PLAZA/TAX DEPT/ JAMES L  
WOODBIDGE NJ 07095

SEQUENCE NUMBER:  
0059459

EFFECTIVE DATE:  
05/21/69

ISSUANCE DATE:  
11/15/07

Acting Director  
New Jersey Division of Revenue

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

City Clerk File No. Res. 12-769

Agenda No. 10.K

Approved: OCT 24 2012

TITLE:



**RESOLUTION AUTHORIZING A ONE MONTH EXTENSION OF A CONTRACT WITH SOUTH JERSEY ENERGY COMPANY FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND SOUTH JERSEY ENERGY COMPANY NOT TO EXCEED ONE (1) MONTH EFFECTIVE AS OF JUNE 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, Resolution 10-560, approved on August 25, 2010, authorized the City of Jersey City (City) to purchase electric generation services through the Hudson County Cooperative Pricing System, Bid Cooperative System ID 83-HCPS; and

**WHEREAS**, such agreements are authorized pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq. and

**WHEREAS**, the County of Hudson (County) is the lead agency under a cooperative purchasing agreement for the purchase of electricity; and

**WHEREAS**, by resolution No. 15-1-2006 the Board of Chosen Freeholders authorized the use of a cooperative pricing system for use with other local governmental entities pursuant to N.J.S.A. 40A:11-10, and the purchase of the commodity of electricity was approved by the Division of Local Government Services as part of Hudson County's Pricing Cooperating system as of September 28, 2010; and

**WHEREAS**, County Resolution No. 424-10-2010, approved on October 7, 2010, awarded a contract for the provision of electricity to South Jersey Energy Company (SJE), 1 North White Horse Pike, Hammonton, New Jersey; and

**WHEREAS**, the term of the County's contract with SJE was for eighteen (18) months effective as of December 1, 2010 and ending on May 31, 2012; and

**WHEREAS**, there continues to be a need for the purchase of electricity for the County of Hudson as well as various municipalities within the County of Hudson; and

**WHEREAS**, South Jersey Energy Company, 1 North White Horse Pike, Hammonton, New Jersey 08037, has agreed to continue to provide this commodity at the same price and under the same terms; and

**WHEREAS**, each participant of the Hudson County Cooperative Pricing System as set forth in resolution Number 424-10-2010 shall continue to be billed individually; and

**WHEREAS**, the City desires to purchase electricity from SJE; and

**WHEREAS**, N.J.A.C. 5:34-7.14(d)(2) requires the adoption of a resolution authorizing the City's Purchasing Agent to issue a purchase order to South Jersey Energy Company, in order to purchase electricity under the County's contract with SJE for the purpose of reducing the cost of electricity provided from PSE&G; and

**WHEREAS**, funds in the amount of **\$40,000.00** are available in Unclassified Operating Account No. 12-01-201-31-430-303.

(Continued on page 2)

City Clerk File No. Res. 12-769

Agenda No. 10.K OCT 24 2012

TITLE:

**RESOLUTION AUTHORIZING A ONE MONTH EXTENSION OF A CONTRACT WITH SOUTH JERSEY ENERGY COMPANY FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND SOUTH JERSEY ENERGY COMPANY NOT TO EXCEED ONE (1) MONTH EFFECTIVE AS OF JUNE 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

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

1. Pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq., the City's Purchasing Agent is authorized to issue a purchase order to South Jersey Energy Company for Forty Thousand (\$40,000.00) Dollars for the month of June 2012;
2. The purchasing Agent is authorized to execute such other documents necessary to effectuate the purposes of this resolution.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Unclassified Operating Account No. 12-01-201-31-430-303** for payment of the above resolution.

PO # 108002

RWH/sb

August 21, 2012

APPROVED: Rodney W. Hadley 10/11/12 APPROVED AS TO LEGAL FORM  
 Rodney W. Hadley, Director, Department of Public Works

APPROVED: \_\_\_\_\_  
 Business Administrator Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

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

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

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

Robert Byrne  
 Robert Byrne, City Clerk

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

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

RESOLUTION AUTHORIZING A ONE MONTH EXTENSION OF A CONTRACT WITH SOUTH JERSEY ENERGY COMPANY FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND SOUTH JERSEY ENERGY COMPANY NOT TO EXCEED ONE (1) MONTH EFFECTIVE AS OF JUNE 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES.

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

Rodney W. Hadley, Director of the Department of Public Works for Administrative Services.

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

For the purchase of electricity under the cooperative pricing contract between the County of Hudson and SJE.

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

RESOLUTION AUTHORIZING A ONE MONTH EXTENSION OF A CONTRACT WITH SOUTH JERSEY ENERGY COMPANY FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND SOUTH JERSEY ENERGY COMPANY NOT TO EXCEED ONE (1) MONTH EFFECTIVE AS OF JUNE 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES.

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

For the purchase of electricity under the cooperative pricing contract between the County of Hudson and SJE.

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

The cost of this contract extension is forty thousand dollars (\$40,000.00).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

June 30, 2013.

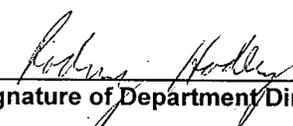
**9. Person responsible for coordinating proposed program, project, etc.:**

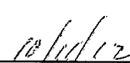
Steve Miller, Confidential Assistant, Administrative Services.

**10. Additional comments:**

Resolution proposed at the recommendation of Steve Miller.

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

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

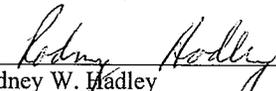
  
\_\_\_\_\_  
Date

CERTIFICATION OF RODNEY W. HADLEY

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

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING A ONE MONTH EXTENSION OF A CONTRACT WITH SOUTH JERSEY ENERGY COMPANY FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND SOUTH JERSEY ENERGY COMPANY NOT TO EXCEED ONE (1) MONTH EFFECTIVE AS OF JUNE 1, 2012 FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES.**
3. The total funds requested for this renewal is forty thousand dollars (\$40,000.00).
4. The funds are available in Administrative Services Unclassified Operating Account No. 12-01-201-31-430-303.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 10/11/12

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

# CITY OF JERSEY CITY

Requisition #
0159394

Assigned PO #
108002

## Requisition

**Vendor**  
SOUTH JERSEY ENERGY CO  
PO BOX 152  
HAMMONTON NJ 08037

**Dept. Bill To**  
ADMINISTRATIVE SERVICES  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

**Dept. Ship To**  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

SO518299

**Contact Info**

STEVE  
0000004904  
**Account**

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	CONTRACT EXTENSION	01-201-31-430-303	40,000.00	40,000.00

WITH SOUTH JERSEY ELECTRIC FOR THE PURCHASE OF  
ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT  
\*\*\* FOR THE MONTH OF JUNE 2012 ONLY \*\*\*

NOT TO EXCEED \$40,000.00

INITIAL RESO : 10-560 , APPROVED 8/25/10

Requisition Total 40,000.00

Req. Date: 09/05/2012

Requested By: STEVE

Buyer Id:

Approved By: Steve Miller

*Steve Miller*

*SP 09/05/12*

**This Is Not A Purchase Order**

## Silendra Bajjnauth

---

**From:** Raymond Reddington  
**Sent:** Friday, August 24, 2012 11:58 AM  
**To:** Silendra Bajjnauth  
**Cc:** Steve Miller; Rodney Hadley  
**Subject:** RE: Extension with SJE

Looks okay

NOTICE: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any review, use, transmission, conversion to hard copy, dissemination, distribution, or copying of this message, or any attachments, is strictly prohibited. If you have received this message in error, please notify the original sender by email or telephone (201) 547-5229 and immediately delete this message, along with any attachments, from your computer. Thank you.

**From:** Silendra Bajjnauth  
**Sent:** Friday, August 24, 2012 10:59 AM  
**To:** Raymond Reddington  
**Cc:** Steve Miller; Rodney Hadley  
**Subject:** RE: Extension with SJE

Please see attached for corrected resolution.

Thanks so much

Silendra Bajjnauth  
Fiscal Officer  
City of Jersey City / Department of Public Works  
575 Route 440  
Jersey City, NJ 07305

[bajjnauths@icnj.org](mailto:bajjnauths@icnj.org)  
T : (201)547-4405  
F : (201)547-5264

**From:** Raymond Reddington  
**Sent:** Friday, August 24, 2012 10:29 AM  
**To:** Silendra Bajjnauth  
**Cc:** Steve Miller; Rodney Hadley  
**Subject:** RE: Extension with SJE

Please see attached copy of draft no. 1 of resolution for changes.

NOTICE: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any review, use, transmission, conversion to hard copy, dissemination, distribution, or copying of this message, or any attachments, is strictly prohibited. If you have received this message in error, please notify the original sender by email or telephone (201) 547-5229 and



South Jersey Energy

Where we put all of our energy

August 29, 2012

Steve Miller  
City of Jersey City  
575 Route 440  
Jersey City, NJ 07305

Re: Electric Generation Service Agreements- Supporting Documents

Please Find Enclosed:

- Original Documents
- Fully Executed Document
- Two original partially executed agreements
- Draft Document
- Other Supporting Documents

Action:

- Execute and return one original to my attention
- Return one fully executed original to my attention
- Retain for your files
- For your review
- Other \_\_\_\_\_

If you have questions, please contact me at (609) 568-9028, ext 6964.

Sincerely,

Stacey M. Barnes  
Manager, Business Expansion

**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 South Jersey Energy Company (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 8/2012 (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 South Jersey Energy Company (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: South Jersey Energy Company

Signed  Joseph Scheufele Title: Vice President

Print Name Joseph Scheufele

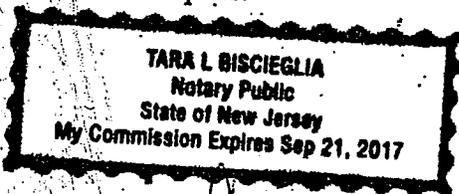
Date: \_\_\_\_\_

Subscribed and sworn before me  
this 21 day of August, 2012.

My Commission expires: \_\_\_\_\_

Joseph Scheufele  
(Affiant)  
Joseph Scheufele, Vice President

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



T. Bisciegli  
\*\*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:**

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: South Jersey Industries- Parent- 100%		Name:	
Home Address: 1 South Jersey Plaza, Folsom, NJ 08037		Home Address:	
* No one person owns 10% or more of South Jersey Industries stock			
Name:		Name:	
Home Address:		Home Address:	
Name:		Name:	
Home Address:		Home Address:	

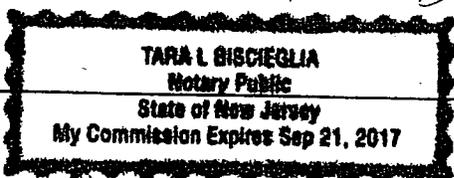
Subscribed and sworn before me this 21 day of AUGUST, 2012

(Notary Public)

My Commission expires:

*Joseph Scheufele*  
(Affiant)  
Joseph Scheufele, Vice President  
(Print name & title of affiant)

(Corporate Seal)



*Tara L Bisciegli*

**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>

**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	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
South Jersey Industries- Parent 100%	

**Part 3 - Signature and Attestation:**

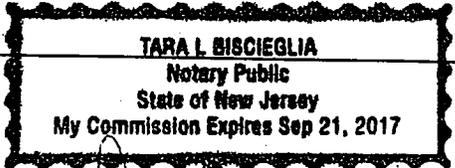
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: South Jersey Energy Company  
 Signature of Affiant: [Signature] Title: Vice President  
 Printed Name of Affiant: Joseph Scheufele Date: 8/29/12

Subscribed and sworn before me this 29 day of August, 2012.

My Commission expires:

[Signature]  
 (Witnessed or attested by)



[Signature]

**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
South Jersey Industries- Parent	1 South Jersey Plaza, Folsom, NJ 08037	100

SIGNATURE :

*Joseph Scheufele*

TITLE:

Joseph Scheufele, Vice President

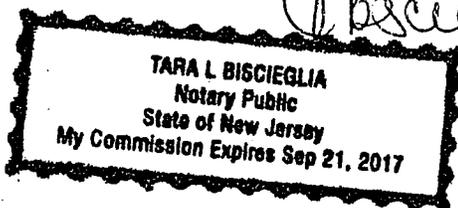
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

August 29 OF 2012

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey  
MY COMMISSION EXPIRES: 2017

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



Certification 18316  
**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

15/01/2015 to 15/01/2016

**SOUTH JERSEY ENERGY  
5429 HARDING HIGHWAY  
MAYS LANDING NJ 08330**



A handwritten signature in black ink, appearing to be "D. R. O'Connell".

State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SOUTH JERSEY ENERGY COMPANY

**Trade Name:**

**Address:** 1 SOUTH JERSEY PLAZA RT 54  
FOLSOM, NJ 08037-9109

**Certificate Number:** 0065750

**Effective Date:** May 08, 1990

**Date of Issuance:** August 30, 2012

**For Office Use Only:**

20120830141545190



# South Jersey Industries

Where we put all of our energy®

April 29, 2005

Attention Purchasing Department:

In accordance with P.L. 2004, c.57, South Jersey Industries is submitting a copy of the Business Registration Certificates for the following SJI company:

South Jersey Energy

Please retain this copy for your records.

Should you require any additional information, please do not hesitate to contact me at (609) 561-9000 x4227.

Thank you.

Sincerely,

Marissa C. Brooks

SJI – Office of Government Relations

<b>STATE OF NEW JERSEY</b> <b>BUSINESS REGISTRATION CERTIFICATE</b> <b>FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS</b>		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE P.O. BOX 272 TRENTON, NJ 08646-0252
<b>TAXPAYER NAME:</b> SOUTH JERSEY ENERGY COMPANY	<b>TRADE NAME:</b> SOUTH JERSEY ENERGY COMPANY	
<b>TAXPAYER IDENTIFICATION#:</b> 221-985-6857000	<b>CONTRACTOR CERTIFICATION#:</b> 0065750	
<b>ADDRESS:</b> 1 SOUTH JERSEY PLAZA RT 54 FOLSOM NJ 08037	<b>ISSUANCE DATE:</b> 09/13/01	
<b>EFFECTIVE DATE:</b> 01/15/73	 Director, Division of Revenue	
<b>FORM BRO (08-01)</b>		<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>

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

City Clerk File No. Res. 12-770

Agenda No. 10.L

Approved: OCT 24 2012

TITLE:



**RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH SOUTH JERSEY ENERGY COMPANY FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND SOUTH JERSEY ENERGY COMPANY THROUGH THE ESSEX – HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

COUNCIL OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, by Resolution # 15-1-2006 the Hudson County Board of Chosen Freeholders (Board) authorized the use of a cooperative pricing system for use with other local government entities pursuant to N.J.S.A. 40A:11-11(5), and the purchase of the commodity of electricity was approved by the Division of Local Government Services as part of Hudson County's Pricing Cooperating System as of September 28, 2010; and

**WHEREAS**, N.J.S.A. 40A:11-11 authorizes contracting units to establish and enter into Cooperative Pricing Agreements and the County of Hudson is desirous of joining the Essex County Cooperative Energy Procurement System; and

**WHEREAS**, by way of resolution # 75-2-2012, approved on February 9, 2012, the Board authorized the Hudson County Cooperative Pricing System (HCCPS) to join the Essex County Cooperative Pricing System; and

**WHEREAS**, the Essex County Board of Chosen Freeholders established the Essex County Aggregate Procurement Cooperative Pricing System ( #198ECAEPC ) by way of its resolution # 11-0603 on September 7, 2011 and this resolution permits other local governing units to join the pricing system; and

**WHEREAS**, Resolution # R -12-0211, approved on March 14, 2012 by the Essex County Board of Freeholders establishing a regional cooperative pricing system to be known as the Essex – Hudson Regional Energy Procurement Cooperative with Essex County serving as the lead agency; and

**WHEREAS**, Resolution # R-12-0395, approved on May 2, 2012 by the Essex County Board of Freeholders authorizing the County of Essex to accept and award only in accord with the terms and conditions of this resolution, an electricity purchase contract for the Essex – Hudson Regional Energy Procurement Cooperative for the lowest kilowatt per hour rate available at the electrical energy market at time of bid; and

**WHEREAS**, on May 8, 2012, Essex County received bids on behalf of the HCCPS for our joint electricity purchase for new one year contracts which would become effective on the first meter reading date in July, 2012 to South Jersey Energy Company (SJE), 1 North White Horse Pike, P.O. Box 152, Hammonton, New Jersey 08037; and

**WHEREAS**, Resolution 10-560, approved on August 25, 2010, authorized the City of Jersey City (City) to purchase electric generation services through the HCCPS Bid Cooperative System ID 83-HCPS; and

**WHEREAS**, such agreements are authorized pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq.; and

(Continued on page 2)

City Clerk File No. Res. 12-770

Agenda No. 10.1 OCT 24 2012

TITLE: **RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH SOUTH JERSEY ENERGY COMPANY FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND SOUTH JERSEY ENERGY COMPANY THROUGH THE ESSEX - HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

**WHEREAS**, there continues to be a need for the purchase of electricity for the County of Hudson as well as various municipalities within the County of Hudson; and

**WHEREAS**, South Jersey Energy Company, 1 North White Horse Pike, P.O. Box 152, Hammonton, New Jersey 08037, has agreed to continue to provide this commodity at the same price and under the same terms; and

**WHEREAS**, each participant of the HCCPS as set forth in resolution Number 424-10-2010 shall continue to be billed individually; and

**WHEREAS**, N.J.A.C. 5:34-7.14(d)(2) requires the adoption of a resolution authorizing the City's Purchasing Agent to issue a purchase order to South Jersey Energy Company (SJE), in order to purchase electricity under the County's contract with SJE for the purpose of reducing the cost of electricity provided from PSE&G; and

**WHEREAS**, the City desires to purchase electricity from SJE for a one (1) year period effective as of July 1, 2012 and ending on June 30, 2013; and

**WHEREAS**, the total cost of the contract is \$480,000.00; and

**WHEREAS**, funds in the amount of **\$240,000.00** are available in Unclassified Operating Account No. 12-01-201-31-430-303.

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

1. Pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq., the City's Purchasing Agent is authorized to issue a purchase order to South Jersey Energy Company for Two Hundred and Forty Thousand (\$240,000.00) Dollars for the months of July, 2012 through December, 2012.
2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2012 calendar year budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year temporary and permanent budget.
3. The purchasing Agent is authorized to execute such other documents necessary to effectuate the purposes of this resolution.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Operating Account No. 12-01-201-31-430-303 for payment of the above resolution. PO # 108004

APPROVED: Rodney W. Hadley 10/16/12 APPROVED AS TO LEGAL FORM  
Rodney W. Hadley, Director, Department of Public Works

APPROVED: J. Kelly \_\_\_\_\_  
Business Administrator Corporation Counsel

RWH/sb  
September 26, 2012

Certification Required   
Not Required

APPROVED 9-0  
10.24.12

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

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

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

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

RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH SOUTH JERSEY ENERGY COMPANY FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND SOUTH JERSEY ENERGY COMPANY THROUGH THE ESSEX – HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES.

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

Rodney W. Hadley, Director of the Department of Public Works for Administrative Services.

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

For the purchase of electricity under the cooperative pricing contract between the County of Hudson and South Jersey Energy Company.

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

RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH SOUTH JERSEY ENERGY COMPANY FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND SOUTH JERSEY ENERGY COMPANY THROUGH THE ESSEX – HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES.

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

For the purchase of electricity under the cooperative pricing contract between the County of Hudson and South Jersey Energy Company.

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

The cost of this contract is four hundred and eighty thousand and zero cents (\$480,000.00).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

June 30, 2013.

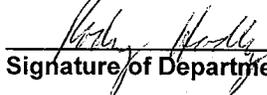
**9. Person responsible for coordinating proposed program, project, etc.:**

Steve Miller, Confidential Assistant, Administrative Services.

**10. Additional comments:**

Resolution proposed at the recommendation of Steve Miller.

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

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

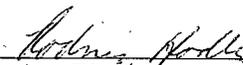
7/16/12  
\_\_\_\_\_  
Date

CERTIFICATION OF RODNEY W. HADLEY

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

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING A ONE YEAR CONTRACT WITH SOUTH JERSEY ENERGY COMPANY FOR THE PURCHASE OF ELECTRICITY UNDER THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND SOUTH JERSEY ENERGY COMPANY THROUGH THE ESSEX - HUDSON REGIONAL ENERGY PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**
3. The total funds requested for this contract is \$480,000.00 with a temporary encumbrancy of \$240,000.00
4. The funds are available in Administrative Services Unclassified Operating Account No. 12-01-201-31-430-303.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 10/16/12

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

## Silendra Bajnauth

---

**From:** Raymond Reddington  
**Sent:** Tuesday, October 02, 2012 4:53 PM  
**To:** Steve Miller  
**Cc:** Silendra Bajnauth; Rodney Hadley; John Mercer; John Kelly  
**Subject:** RE: Resolution for 1 year with South Jersey Energy

Looks okay.

NOTICE: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any review, use, transmission, conversion to hard copy, dissemination, distribution, or copying of this message, or any attachments, is strictly prohibited. If you have received this message in error, please notify the original sender by email or telephone (201) 547-5229 and immediately delete this message, along with any attachments, from your computer. Thank you.

---

**From:** Steve Miller  
**Sent:** Tuesday, October 02, 2012 2:34 PM  
**To:** Raymond Reddington  
**Cc:** Silendra Bajnauth; Rodney Hadley; John Mercer; John Kelly  
**Subject:** RE: Resolution for 1 year with South Jersey Energy

Please see revised resolution.  
Thanks

Steve Miller  
Confidential Assistant  
Public Works Director's Office  
575 Route 440  
Jersey City, NJ 07305  
(201) 547-4904

---

**From:** Raymond Reddington  
**Sent:** Tuesday, October 02, 2012 11:22 AM  
**To:** Steve Miller  
**Cc:** Silendra Bajnauth; Rodney Hadley; John Mercer; John Kelly  
**Subject:** RE: Resolution for 1 year with South Jersey Energy

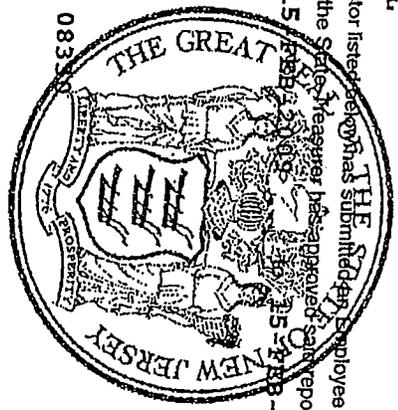
Please see attached copy of draft no. 2 of resolution for changes.

NOTICE: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any review, use, transmission, conversion to hard copy, dissemination, distribution, or copying of this message, or any attachments, is strictly prohibited. If you have received this message in error, please notify the original sender by email or telephone (201) 547-5229 and immediately delete this message, along with any attachments, from your computer. Thank you.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL  
Certification 18316

This is to certify that the contractor listed below has submitted an employee information report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 FEB 2015 - 15 FEB 2016

SOUTH JERSEY ENERGY  
5429 HARDING HIGHWAY  
MAYS LANDING NJ 08320



  
State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SOUTH JERSEY ENERGY COMPANY

**-Trade Name:**

**Address:** 1 SOUTH JERSEY PLAZA RT 54  
FOLSOM, NJ 08037-9109

**Certificate Number:** 0065750

**Effective Date:** May 08, 1990

**Date of Issuance:** August 30, 2012

**For Office Use Only:**

20120830141545190

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

City Clerk File No. Res. 12-771

Agenda No. 10.M

Approved: OCT 24 2012

TITLE:



## CANCELLATION OF 2012 REAL ESTATE TAXES ON BLOCK 29302 LOT 4, ALSO KNOWN AS 122 OLD BERGEN ROAD

COUNCIL OFFERED, AND MOVED ADOPTION  
OF THE FOLLOWING RESOLUTION:

WHEREAS, the Jersey City Tax Assessor has informed the Tax Collector's office that Block 29302 Lot 4 was assessed at 149,800 and should of been assessed at 135,000; and

WHEREAS, an appeal was successfully completed and reduced and the freeze act applies for two succeeding years; and

WHEREAS, the property still shows open, based on the assessment which should have been canceled in the amount of \$ 1063.23; 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 29302 Lot 4 also known as 122 Old Bergen Road, is hereby canceled in the amount of \$ 1063.23.

APPROVED: Trusha Greco, Asst CR APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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



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 3, 2012  
TO: Maureen Cosgrove, Collector  
FROM: Ed Toloza, Assessor  
SUBJECT: **Block 29302 Lot 4 (Formerly, Block 1413 Lot C.1)**  
**A/K/A 122 Old Bergen Avenue**

---

Please be advised that owner of the above captioned property filed a successful appeal before the County Board of Taxation for the 2011 taxing year. The 2011 assessment was reduced from 149,800 in assessed value to 135,000, a net reduction of 14,800. No further appeals were filed, therefore, the Freeze Act (NJSA 54:51A-8) should have been applied for the two (2) succeeding years. Application of the freeze was inadvertently not applied for the 2012 year.

Could you please apply the Freeze Act by cancelling the corresponding taxes to this reduction in the amount of \$1,063.23. Our records have been amended to reflect the final judgment at 135,000.

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. 12-772

Agenda No. 10.N

Approved: OCT 24 2012

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A PARTIAL RELEASE  
OF THE BLANKET MORTGAGE FOR HABITAT FOR HUMANITY OF HUDSON COUNTY, INC.  
AND SUBSTITUTE INDIVIDUAL MORTGAGES AND NOTES FOR THE TWO AFFORDABLE HOUSING  
UNITS ON THE PROPERTY KNOWN AS 476 -478 OCEAN AVENUE**

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

**WHEREAS**, the properties located at 476-478 Ocean Avenue, a/k/a Block 25201, Lots 72 and 73 f/k/a Block 1472, Lots 10 and 11.A were acquired to effectuate the construction of two (2) one family units of affordable housing; and

**WHEREAS**, on July 16, 2009, Habitat for Humanity of Hudson County, Inc. (Habitat) executed a blanket HOME mortgage with the City of Jersey City (City) in the amount of \$30,000, recorded on July 21, 2009 in the Hudson County Register's Office in Mortgage Book 17358 at page 910; and

**WHEREAS**, the blanket mortgage to the City were to secure Habitat's obligation to construct and maintain the units as low/moderate affordable income housing for a minimum period of ten (10) years; and

**WHEREAS**, the units have been sold to two individual purchasers; and

**WHEREAS**, the City at the request of Habitat has agreed to release the two units from the Blanket Mortgage, provided that each individual property owner executes a HOME mortgage in the sum of \$15,000, an Affordable Housing Trust Fund Mortgage in the sum of \$5,000 and Notes, in favor of the City and these documents are recorded with the Hudson County Register's Office and are substituted as a lien affecting the individual units; and

**WHEREAS**, the City has been provided with copies of the recorded individual Affordable Housing Trust Fund and HOME Mortgages for the two units; and

**WHEREAS**, the individual Affordable Housing Trust Fund and HOME Mortgages maintain the affordability controls on each of the properties for ten (10) years.

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

- 1) The Mayor or Business Administrator is hereby authorized to execute a Partial Mortgage Discharge for Habitat for Humanity of Hudson County, Inc. from the City's Blanket Mortgages affecting 476-478 Ocean Avenue subject to the recordation of the substitute Affordable Housing Trust Fund Mortgage in the amount of \$5,000 and the HOME Mortgage in the amount of \$15,000.
- 2) The Mayor or Business Administrator is authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within resolution; and
- 3) All documents shall be subject to approval by the Corporation Counsel.

APPROVED: <sup>IW/he</sup> <sup>10/15/12</sup> \_\_\_\_\_

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

APPROVED AS TO LEGAL FORM

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

0 2 0 1 2 1 4 7

Certification Required

Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	ABSTAIN			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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. 12-773

Agenda No. 10.0

Approved: OCT 24 2012

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A PARTIAL  
RELEASE OF THE BLANKET MORTGAGE FOR CITY LINES PROPERTIES,  
LLC AND SUBSTITUTE INDIVIDUAL MORTGAGES AND NOTES FOR  
CERTAIN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN  
AS 1201-1207 SUMMIT AVENUE**

**COUNCIL**

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

**WHEREAS**, the properties located at 1201-1217 Summit Avenue were acquired to effectuate the construction of forty-five (45) residential condominium units and 2,332 square feet of commercial space on the ground floor of the project known as the Summit Heights of Jersey City Condominium; and

**WHEREAS**, on December 15, 2008, City Lines Properties, LLC (City Lines) executed a blanket mortgage with the City of Jersey City (City) in the amount of \$2,760,000.00, recorded on December 18, 2008 in the Hudson County Register's Office in Mortgage Book 17234 at page 1067; and

**WHEREAS**, the blanket mortgage to the City was to secure City Lines' obligation to construct and maintain 15 of the 45 residential condominium units as low/moderate affordable income housing for a minimum period of thirty (30) years; and

**WHEREAS**, the lots were consolidated and the property is now designated as Block 897, Lot 10 and the residential units have been sold to individual purchasers; and

**WHEREAS**, the City at the request of City Lines has agreed to release each unit from the Blanket Mortgage, provided that each individual property owner executes an Affordable Housing Agreement, an Affordable Housing Trust Fund Mortgage and/or a New Construction Mortgage and Note in the sum of \$133,333.00, in favor of the City and these documents are recorded with the Hudson County Register's Office and are substituted as a lien affecting the individual units; and

**WHEREAS**, the purchasers of the above units have executed individual Affordable Housing Agreements, Mortgages and Notes with the City; and

**WHEREAS**, the City has been provided with copies of the recorded documents for three (3) units: 1) Unit #203; 2) Unit #303 and 3) Unit #305; and

**WHEREAS**, the individual Affordable Housing Agreement, Affordable Housing Trust Fund Mortgages and/or New Construction Mortgages maintain the affordability controls on each of the properties for thirty (30) years.

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

- 1) The Mayor or Business Administrator is hereby authorized to execute a Partial Mortgage Discharge for City Lines Properties, LLC from the City's Blanket Mortgage subject to the recordation of the substitute Affordable Housing Agreement, Affordable Housing Trust Fund Mortgage and/or New Construction Mortgage in the amount of \$133,333.00 only for the following units: 1) Unit #203; 2) Unit #303 and 3) Unit #305; and

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A PARTIAL RELEASE OF THE BLANKET MORTGAGE FOR CITY LINES PROPERTIES, LLC AND SUBSTITUTE INDIVIDUAL MORTGAGES AND NOTES FOR CERTAIN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 1201-1207 SUMMIT AVENUE**

- 2) The Mayor or Business Administrator is authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within resolution; and
- 3) All documents shall be subject to approval by the Corporation Counsel.

*IW/he*  
10/15/12

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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. 12-774

Agenda No. 10.P

Approved: OCT 24 2012

TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 2197 KENNEDY BOULEVARD A/K/A BLOCK 20902, LOT 70 F/K/A BLOCK 1789, LOT 44

**COUNCIL**

offered and moved adoption of the following resolution:

**WHEREAS**, on March 23, 2007, Rose Kelley (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$10,990 made under the HORP Program; and

**WHEREAS**, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 2197 Kennedy Boulevard, Jersey City, also known as Lot 70 in Block 20902 f/k/a Lot 44 in Block 1789; and

**WHEREAS**, the City's mortgage is a second lien affecting the property subject to the first purchase money mortgage in the amount of \$249,287 with Bank of America; and

**WHEREAS**, the owner has been on permanent disability since 2003, however due to her illness and health problems since March 2009, she is now residing in Georgia and the owner's tenants unit is vacant; and

**WHEREAS**, as a result, the owner became delinquent on her first mortgage with Bank of America; and

**WHEREAS**, Bank of America has approved the owner's request to sell her property as a short sale in order to avoid foreclosure; and

**WHEREAS**, on August 21, 2012, the City was informed that the owner is attempting to close on the sale of the property for \$130,000; and

**WHEREAS**, from the proceeds of the short sale, the owner proposed to pay \$114,400 to Bank of America for the arrears, \$3,000 to the City to discharge its mortgage and to pay any taxes owed on the property; and

**WHEREAS**, on October 15, 2012, the City requested payment of \$4,396 in order to discharge its mortgage; and

**WHEREAS**, the owner has submitted the City's request for payoff amount to HUD and is awaiting approval of the request; and

**WHEREAS**, if the request is approved by HUD, it is the best interest of the City to accept the payoff amount of \$4,396 instead of risking not recouping any amount of its mortgage if the property proceeds to foreclosure; and

City Clerk File No. Res. 12-774

Agenda No. 10.P OCT 24 2012

TITLE:

**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF TWO MORTGAGES AFFECTING 2197 KENNEDY BOULEVARD A/K/A BLOCK 20902, LOT 70 F/K/A BLOCK 1789, LOT 44**

**WHEREAS**, the discharge of the City's mortgage is contingent upon the written approval of the City's payoff amount request by HUD and provided that closing for the property takes place within sixty (60) days from the date of the written approval by HUD.

**NOW, THEREFORE, BE IT RESOLVED**, that upon HUD's written approval of the payoff amount to the City of \$4,396 and provided that closing of the property occurs within sixty (60) days from the date of written approval by HUD, the Business Administrator is authorized to execute a Discharge of the Mortgage of Rose Kelley dated March 23, 2007 in the amount of \$10,990 affecting 2197 Kennedy Boulevard, Jersey City, also known as Lot 70 in Block 20902 formerly known as Lot 44 in Block 1789.

IW/hc  
10/17/12

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

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

## Jersey City Law Department Memorandum

**To:** Council President and Members of the Municipal Council  
**From:** Itza G. Wilson, Assistant Corporation Counsel  
**Subject:** Resolution to Discharge the City's Mortgage affecting 2197 Kennedy Boulevard  
**Date:** October 17, 2012

---

On March 23, 2007, Rose Kelley received a grant in the form of a mortgage from the City of Jersey City (City) for \$10,990 under the HORP Program. The loan was given to Ms. Kelley for the purpose of making home improvements and self-amortizes over ten (10) years provided she resides in the property and does not sell the property. The City's mortgage was recorded as a second lien subject to the first purchase money mortgage dated January 31, 2005 with Mortgage Electronic Registration System, Inc. acting as nominee for Lincoln First Financial Services in the amount of \$185,000.

In 2008, Ms. Kelley sought to refinance the first mortgage in order to obtain additional loan funds and lower monthly mortgage payments with Security Atlantic Mortgage Company and requested a subordination agreement from the City. Resolution 08-934, approved on December 17, 2008, authorized the execution of a subordination agreement, subordinating the City's lien to the interests of a new first mortgage of \$249,287 with Security Atlantic Mortgage Company, which has been assigned to Bank of America.

On August 21, 2012, the City was informed that Ms. Kelley fell ill in March, 2009 and has been unable to make mortgage payments or maintain the property with her only source of income being social security disability benefits since her tenants stopped paying rent and were removed 6 months later. She is now residing in Georgia. As a result, Ms. Kelley is delinquent on her first mortgage with Bank of America. To avoid foreclosure, Bank of America approved Ms. Kelley's request to sell the property at short sale for \$130,000 and proposed to pay \$114,400 to Bank of America for the arrears and \$3,000 to the City to discharge its mortgage. Also from the proceeds of sale, there are a real estate commission fee, an attorneys fee, recording fees and a realty transfer fee to be paid. In addition, Ms. Kelley will pay any taxes owed to the City.

If the owner does not close on the short sale of the property, the property will go into foreclosure. Due to the owner's default of the City's mortgage, she currently owes the City \$8,792. However, if the property is foreclosed on, the City may not recoup any monies because the fair market value of the property does not support the City's 2<sup>nd</sup> mortgage.

On October 15, 2012, the City requested payment of \$4,396 in order to discharge its mortgage. The owner has submitted the City's request to HUD and is awaiting approval. The

owner was advised that the discharge of the City's mortgage is contingent upon HUD's written approval of the City's payoff amount and provided that closing for the property occurs within sixty (60) days of HUD's written approval.

In light of the circumstances, it is in the best interests of the City to accept the \$4,396 from the proceeds of the short sale of the property and discharge the City's mortgage from the public record.

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

City Clerk File No. Res. 12-775

Agenda No. 10.Q

Approved: OCT 24 2012

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 225 WILKINSON AVENUE A/K/A BLOCK 23404, LOT 15 F/K/A BLOCK 1308, LOT E.2**

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, on June 19, 2009, Leila Givens (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$26,700.00 made under the HORP Program; and

**WHEREAS**, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 225 Wilkinson Avenue, Jersey City, also known as Block 23404, Lot 15 f/k/a Block 1308, Lot E.2; and

**WHEREAS**, according to the Division of Community Development, the Borrower has paid the City the sum of \$26,700, which is the full loan amount; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Leila Givens dated June 19, 2009, in the sum of \$26,700.00 affecting 225 Wilkinson Avenue, also known as Block 23404, Lot 15 f/k/a Block 1308, Lot E.2.

IW/he  
10/01/12

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

0 2 0 | 2 1 4 5

APPROVED 9-0  
10.24.12

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

# Jersey City Law Department Memorandum

**To:** Council President and Members of the Municipal Council  
**From:** Itza G. Wilson, Assistant Corporation Counsel *IW*  
**Subject:** Requests for Discharge of Mortgages  
**Date:** October 3, 2012

---

This memo will explain the discharge of mortgage requests by individual homeowners. As a condition of receiving a grant under various programs such as HORP or the First Time Homebuyers Program, a property owner will execute a mortgage in favor of the City of Jersey City (City). The mortgage is recorded with the Hudson County Register's Office as a second lien affecting the property. This mortgage self-amortizes over the term of the mortgage, usually 5 or 10 years, but only if the owner resides on the property and does not sell the property during the term of the mortgage. The owner also has the option to pay off the mortgage earlier in accordance with the pay-off schedule set forth in the mortgage. Once the term of the mortgage has expired or the mortgage is paid off early, the City is then obligated to discharge the mortgage from the public record, upon request of the owner.

Your cooperation is appreciated.

IW/he  
Encl.

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

City Clerk File No. Res. 12-776

Agenda No. 10.R

Approved: OCT 24 2012

TITLE:



## **RESOLUTION AWARDING A CONTRACT TO SEA SAFETY INTERNATIONAL INC. FOR MARINE SAFETY RESCUE APPAREL FOR THE DEPARTMENT OF FIRE & EMERGENCY SERVICES**

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

**WHEREAS**, the Department of Fire and Emergency Services needs to **replace outdated Marine Safety Rescue Apparel for a variety of on-the-water missions that include Haz-Mat, diving, swift water rescue, under ice rescue and shipboard firefighting;** and

**WHEREAS**, as per N.J.S.A. 40A:11-6.1(a) quotes were solicited and obtained (2) two proposals, with the lowest responsible being that from Sea Safety International, Inc., 10 Wood Avenue, Secaucus, New Jersey 07094 in the total amount of **Twenty Six Thousand Eight Hundred Three Dollars and Forty Eight Cents (\$26,803.48);** and

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

**WHEREAS**, the City of Jersey City (City), is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Fire Department and Emergency Services Director has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

**WHEREAS**, Certified Products Company 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 \$26,803.48 are available in the **Federal & State Grant Fund;** and

Account	PO #	Total Contract
02-213-40-227-314	107805	\$26,803.48

**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 contract, in substantially the form of the attached, with Sea Safety International, Inc. for marine safety rescue apparel for a total contract amount not to exceed \$26,803.48;

(Continued on page 2)

TITLE:

**RESOLUTION AWARDING A CONTRACT TO SEA SAFETY INTERNATIONAL INC. FOR MARINE SAFETY RESCUE APPAREL FOR THE DEPARTMENT OF FIRE AND EMERGENCY SERVICES**

- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$26,803.48 are available in the **Federal & State Grant Fund** for payment of this resolution.

<b>Account</b>	<b>PO #</b>	<b>Total Contract</b>
02-213-40-227-314	107805	\$26,803.48

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

Donna Mauer  
Donna Mauer,  
Chief Financial Officer

PF/pv  
10/1/12

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

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

Resolution authorizing award of a contract to Sea Safety International Inc. for Marine Safety Rescue Apparel for the Department of Fire and Emergency Services.

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

Armando Roman, Director of Fire and Emergency Services.

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

For the purchase of twenty two sets of swift water rescue dry suits mustang survival, dry suit liners, rescue gloves with hydro cuffs, survival hoods and wetshoes

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

The Jersey City Department of Fire and Emergency Services is requesting this equipment to replace our outdated water rescue capabilities.

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

Due to the geographical location of Jersey City, there is a need for a variety of on-the water missions. This includes Haz-Mat, diving, swift water rescue, under ice rescue, shipboard firefighting and for the past eight years, Homeland Security.

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

The cost of this purchase is \$26,803.48. The funds are the from the Port Security Grant with a zero match.

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

ASAP

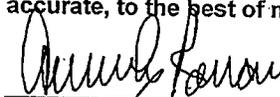
**9. Person responsible for coordinating proposed program, project, etc.:**

Armando Roman, Director of Fire and Emergency Services.

**10. Additional comments:**

The current training and equipment initiative is a continuation of an effort to fulfill the mission of the City of Jersey City Fire Department and Homeland Security. Due to the geographical location of Jersey City, there is a need for a variety of on-the-water-missions to include Haz-Mat, diving, swift water rescue, under ice rescue, shipboard firefighting and for the past eight years, Homeland Security.

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



Armando Roman  
Director of Fire and Emergency Services

10/3/12  
Date



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

PURCHASE ORDER NUMBER  
**107805**

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

**PURCHASE ORDER & VOUCHER**

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

REQUISITION # **0159616**  
 BUYER **P2PRESO**

DATE	VENDOR NO.
<b>09/24/2012</b>	<b>SE495150</b>

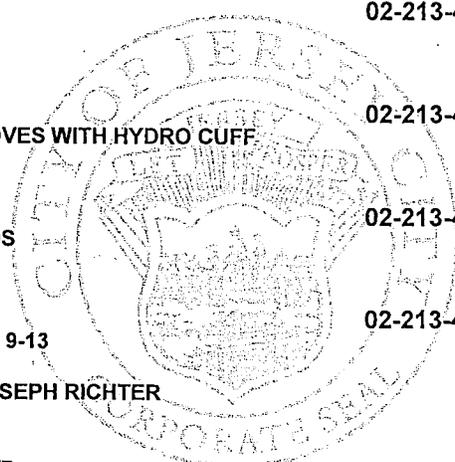
**VENDOR INFORMATION**

**SEA SAFETY INTERNATIONAL INC**  
**10 WOOD AVENUE**  
  
**SECAUCUS NJ 07094**

**DELIVER TO**

**FIRE HEADQUARTERS**  
**465 MARIN BLVD.**  
**JERSEY CITY NJ 07302**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
22.00	EA	MSD 576 SWIFT WATER RESCUE MUSTANG SURVIVAL DRY SUITS, SIZES M-2XL	02-213-40-227-314	955.4000	21,018.80
22.00	EA	MSL 600 MUSTANG DRY SUIT LINERS	02-213-40-227-314	135.1900	2,974.18
22.00	EA	24391 NRS REACTOR RESCUE GLOVES WITH HYDRO CUFF	02-213-40-227-314	36.9500	812.90
22.00	EA	MA 7348 NEOPRENE SURVIVAL HOODS	02-213-40-227-314	44.3000	974.60
22.00	EA	2335 NRS ATB WET SHOES, SIZES 9-13	02-213-40-227-314	46.5000	1,023.00



QUOTE DATED 9/20/12 BY JOSEPH RICHTER  
 P2PRESO \_\_\_\_\_, D/D \_\_\_\_\_

TAX EXEMPTION NO. **22-6002013**

**PO Total 26,803.48**

**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**

CITY OF JERSEY CITY

Requisition #  
0159616

Assigned PO #

Vendor

Requisition

Dept. Bill To  
FIRE HEADQUARTERS  
465 MARIN BLVD.  
JERSEY CITY NJ 07302

Dept. Ship To  
465 MARIN BLVD.  
JERSEY CITY NJ 07302

Contact Info

JANIS  
0000004898  
Account

*gphull*

Quantity	UOM	Description	Account	Unit Price	Total
22.00	EAC	RESCUE DRY SUIT	02-213-40-227-314	.00	.00
		SWIFT WATER RESCUE DRY SUITS MUSTANG SURVIVAL			
22.00	EAC	MSD576 SR SIZES M-2XL DRY SUIT LINERS	02-213-40-227-314	.00	.00
		MLS600			
22.00	EAC	RESCUE GLOVE	02-213-40-227-314	.00	.00
		NRS REACTOR RESCUE GLOVE W HYDRO CUFF			
		#24391			
22.00	EAC	SURVIVAL HOOD	02-213-40-227-314	.00	.00
		NEOPRENE SURVIVAL HOOD MA7348			
22.00	EAC	NRS ATB WETSHOE	02-213-40-227-314	.00	.00
		SIZES 9-13 #2335			
		SEE ATTACHED TWO QUOTES			

Requisition Total .00

Req. Date: 09/21/2012

Requested By: JANIS

Buyer Id:

Approved By: *J. Pale*

This Is Not A Purchase Order



# SEA SAFETY INTERNATIONAL, INC.

A Leader in Marine Safety Equipment and Services

Captain Dennis J. Whelan  
Department of Public Safety  
Division of Fire  
Jersey City, NJ

September 20, 2012

Sea Safety is pleased to bid:

Quantity	Item#	Description	Unit Cost	Extended Cost
022	MSD 576	MUSTANG Swift Water Rescue Dry Suit Cache Protocol Medium to XXL Yellow/ Black	\$955.40	\$21,018.80
022	MSL 600	MUSTANG Dry Suit Liner	\$135.19	\$29,774.18
022	24391	NRS Reactor Rescue Glove	\$36.95	\$8,129.00
022	MA 7348	MUSTANG Neoprene Survival Hood	\$44.30	\$9,746.60
022	2335	NRS ATB Wet Shoe Sizes 9-13	\$46.50	\$10,230.00
Total Value				\$26,803.48

Submitted by:  
Joseph Richter  
Sea Safety International  
(201)344-2853 Cell  
[jfr@seasafety.com](mailto:jfr@seasafety.com)

**\*\* Budget Account \*\***

Fund **2** FEDERAL & STATE GRANT FND  
 G/L **213** RES GRANTS APPROP  
 Cafr **40** RES GRANTS APPROPD  
 Subsidiary **227** PANYNJ PORT SECURITY  
 Line Item **314** CONTRACTUAL SERVICES  
 Sort Code **60** DEPARTMENT OF FIRE  
 Year/Period **2012 / 9**  View in Ascending Order  
 View in Descending Order  
 Chg. Year/Period  /

Budget Amount **956,403.00**  
 Revised Budget **.00**  
 Beginning Balance **956,403.00**  
 Prior YTD Expended **.00**  
 Curr. YTD Expended **.00**  
 Open Encumbered **.00**  
 Ending Balance **956,403.00**

New Acct. < Previous Next >

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cd	Per.	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount

Print Account View Open Enc. View Lgl. Line

**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	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavatro for Council	Councilwoman Michele Massey
Friends of Michael Sottolano	
BFO 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
JOHN T. NORRGAARD (100%)	33 MEADOWBANK RD. OLD GREENWICH, CT. 06870

**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: SEA SAFETY INTERNATIONAL, INC.

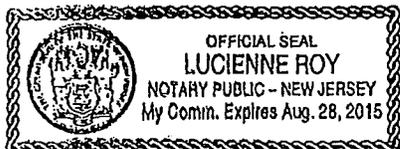
Signed: [Signature] Title: V.P.

Print Name: DWIGHT F. NORRGAARD Date: 10-3-12

Subscribed and sworn before me this 3<sup>rd</sup> day of October, 2012

My Commission expires: Aug. 28, 2015

[Signature]  
 (Affiant)  
DWIGHT F. NORRGAARD (V.P.)  
 (Print name & title of affiant) (Corporate Seal)



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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that SEA SAFETY INTERNATIONAL, 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 SEA SAFETY INTERNATIONAL (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: SEA SAFETY INTERNATIONAL, INC.

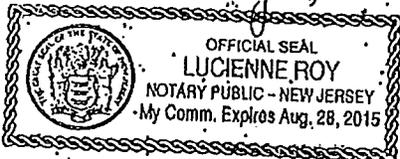
Signed: [Signature] Title: V.P.

Print Name: RWIGHT NORRGAARD Date: 10-3-12

Subscribed and sworn before me  
this 2nd day of October, 2012.

My Commission expires: Aug 23, 2015

[Signature]  
(Affiant)  
RWIGHT F. NORRGAARD V.P.  
(Print name & title of affiant) (Corporate Seal)



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



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
<NAME OF CONTRACTING AGENCY>

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

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

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

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

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

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions; expenditures, reports, requirements.

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

*"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)*

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE:** This section is not applicable to Boards of Education.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." (N.J.S.A. 19:44A-20.26(b)) The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELBC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

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



SUPPLIER OF UNIFORMS AND PROTECTIVE CLOTHING  
POLICE • FIRE • EMS • CAREER APPAREL • INDUSTRIAL

3468 Kennedy Blvd., Jersey City, NJ 07307  
201.963.9312 • Fax: 201.963.9314

# QUOTATION

Quote #: 091712-01NP Page 1 OF 1

Date: September 17, 2012

Customer ID:

|                             |                         |
|-----------------------------|-------------------------|
| Bill to:                    | Ship to:                |
| Jersey City Fire Department | ATTENTION: Capt. Whelan |
|                             |                         |
|                             |                         |

| Your # | Quoted By       | FOB | Ship Via | Terms                   |
|--------|-----------------|-----|----------|-------------------------|
|        | Natalie Paretti | TBA | TBA      | Purchase Order Required |

| Quantity | Unit | Item # | Description                              | Unit Price | Total       |
|----------|------|--------|------------------------------------------|------------|-------------|
| 22       | pair | 2338   | Workboot Wetshoe                         | \$ 59.00   | \$ 1,298.00 |
| 22       | pair | 24391  | Rescue Glove                             | \$ 39.75   | \$ 874.50   |
| 22       | each | MSD576 | Water Rescue Dry Suit (sizes M thru 2XL) | \$1,185.00 | \$26,070.00 |
| 22       | each | MSL600 | Dry Suit Liners                          | \$ 170.00  | \$ 3,740.00 |
| 22       | each | MA7348 | Neoprene Survival Hood                   | \$ 59.00   | \$ 1,298.00 |
|          |      |        |                                          |            |             |
|          |      |        |                                          |            |             |
|          |      |        |                                          |            |             |
|          |      |        |                                          |            |             |

|                                                                                                                                                                                                                     |                  |                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------|
| <b>Comments:</b><br><br><i>This estimate is valid through December 21, 2012.</i><br><br>We reserve the right to amend this estimate based upon, but not limited to, specification revisions, quantity changes, etc. | <b>Sub-Total</b> | <b>\$33,280.50</b> |
|                                                                                                                                                                                                                     | <b>Freight</b>   |                    |
|                                                                                                                                                                                                                     | <b>Tax</b>       | N/A                |
|                                                                                                                                                                                                                     | <b>Total</b>     |                    |

*Thank you for considering Turn Out Fire & Safety, Inc.*

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



## INTERDEPARTMENTAL MEMORANDUM

### DEPARTMENT OF FIRE & EMERGENCY SERVICES

#### Special Operations

DATE: September 20, 2012  
FROM: Capt. Dennis Whelan  
SUBJECT: Equipment Update under grant

---

**The following equipment is being requested under Grant # 2010-PU-TO-K005, 0 match grants. Account # 02-213-40-227-314**

The current training and equipment initiative is a continuation of an effort to fulfill the mission of the City of Jersey City Fire Department and Homeland Security. Due to the geographical location of Jersey City there is a need for a variety of on-the-water missions. To include Haz-Mat, diving, swift water rescue, under ice rescue, shipboard firefighting, and for the past eight years homeland security.

**We as the Jersey City Fire Department are requesting this equipment, to replace our outdated water rescue capabilities.**

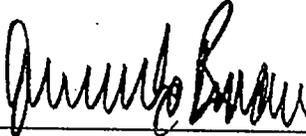
**DETERMINATION OF VALUE CERTIFICATION**

I, Armando Roman, of full age, hereby certify the following:

1. I am the Director of the Jersey City Fire Department and Emergency Services.
2. The City needs to replace outdated marine safety apparel for the Fire Department.
3. The City informally solicited quotations for these services.
4. The administration's recommendation is to award a contract to Sea Safety International, Inc.
5. The cost of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

9/25/12



Armando Roman, Director  
Jersey City Fire Department & Emergency Services



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SEA-SAFETY INTERNATIONAL, INC.  
**Trade Name:**  
**Address:** 10 WOOD AVE  
SECAUCUS, NJ 07094-2907  
**Certificate Number:** 0462531  
**Effective Date:** September 24, 1981  
**Date of Issuance:** September 24, 2012

**For Office Use Only:**  
20120924161234627

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

City Clerk File No. Res. 12-777

Agenda No. 10.S

Approved: OCT 24 2012

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO GENERAL SALES ADMINISTRATION INC. T/A MAJOR POLICE SUPPLY FOR THE PURCHASE, INSTALLATION AND TRAINING OF AUTOMATED LICENSE PLATE READER SYSTEM (ALPRS) UNDER STATE CONTRACT FOR THE DEPARTMENT OF FIRE, OFFICE OF EMERGENCY SERVICES**

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

**WHEREAS**, the use of ALPR System will support and enhance the terrorism prevention and detection mission by having the capability to deploy the ALPRS locations deemed to be critical infrastructure; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, General Sales Administration Inc. T/A Major Police Supply, 47 North Dell Avenue, Kenil, New Jersey 07847 is in possession of State Contract No. A80311, submitted a proposal for the ALPR Sytem; and

**WHEREAS**, funds are available for this contract in the Federal & State Grant Fund;

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 02-213-40-282-314 | 107908 | A80311         | \$342,512.04   |

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned General Sales Administration Inc. T/A Major Police Supply, 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**, 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 to page 2)

City Clerk File No. Res. 12-777

Agenda No. 10.5 OCT 24 2012

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO GENERAL SALES ADMINISTRATION INC. T/A MAJOR POLICE SUPPLY FOR THE PURCHASE, INSTALLATION AND TRAINING OF AUTOMATED LICENSE PLATE READER SYSTEM (ALPRS) UNDER STATE CONTRACT FOR THE DEPARTMENT OF FIRE, OFFICE OF EMERGENCY SERVICES**

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

**WHEREAS**, General Sales Administration Inc. T/A Major Police Supply has completed and submitted a Business Entity Disclosure Certification which certifies that General Sales Administration Inc. T/A Major Police Supply has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit General Sales Administration Inc. T/A Major Police Supply from making any reportable contributions during the term of the contract; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-40-282-314.

|                   |               |                       |                       |
|-------------------|---------------|-----------------------|-----------------------|
| <b>Account</b>    | <b>P.O. #</b> | <b>State Contract</b> | <b>Total Contract</b> |
| 02-213-40-282-314 | 107908        | A80311                | \$342,512.04          |

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

PF/pv  
10/1/12

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

APPROVED: \_\_\_\_\_  
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 10.24.12      |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | MASSEY        | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

1. Full title of ordinance/resolution/cooperative agreement: **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO GENERAL SALES ADMINISTRATION INC. T/A MAJOR POLICE SUPPLY FOR THE PURCHASE, INSTALLATION AND TRAINING OF AUTOMATED LICENSE PLATE READER SYSTEM (ALPRS) UNDER STATE CONTRACT FOR THE DEPARTMENT OF FIRE, OFFICE OF EMERGENCY SERVICES.**
2. Name and title of person initiating ordinance/resolution, etc.:  
**W. Greg Kierce, Director of Office of Emergency Management & Homeland Security**
3. Concise description of program, project or plan proposed in the ordinance/resolution:  
**Purchase, installation and training of Automated License Plate Reader System (ALPRS.)**
4. Reasons (need) for the proposed program, project, etc.:  
**ALPR System will support and enhance the terrorism prevention and detection mission by having the capability to deploy the ALPRS locations deemed to be critical infrastructure.**
5. Anticipated benefits to the community:  
**Terrorism prevention and detection.**
6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):  
**The cost of this contract is three hundred thousand forty two, five hundred twelve dollars and four cents (\$342,512.04) from Federal & State Grant Fund.**
7. Date the proposed program, or project will commence:  
**Upon adoption by The Jersey City Municipal Council.**
8. Anticipated completion date:  
**ASAP.**
9. Person responsible for coordinating proposed program, project, etc.:  
**W. Greg Kierce, Director of Office of Emergency Management & Homeland Security**
10. Additional comments:  
**Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security**

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

  
Signature of Department Director

10/2/12  
Date



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY, NJ 07306

PURCHASE ORDER NUMBER

107908

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

## PURCHASE ORDER & VOUCHER

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

REQUISITION # 0159622  
BUYER STATECONT

DATE 10/01/2012 VENDOR NO. GE228171

### VENDOR INFORMATION

GENERAL SALES ADMINISTRATION,  
INC  
47 N. DELL AVENUE  
KENVIL NJ 07847

### DELIVER TO

OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

| QUANTITY | UNIT | DESCRIPTION                                                                             | ACCOUNT NUMBER    | UNIT PRICE  | EXTENDED PRICE |
|----------|------|-----------------------------------------------------------------------------------------|-------------------|-------------|----------------|
| 19.00    | EA   | NINETEEN (19) SLATE<br>810 LE- G THREE (3) CAMERA MOBILE LAW ENFORCEMENT<br>PACKAGE     | 02-213-40-282-314 | 15,007.5600 | 285,143.64     |
| 19.00    | EA   | NINETEEN (19) MPS<br>SERV FE MOBILE; ENGINEERING, INSTALLATION &<br>TRAINING            | 02-213-40-282-314 | 1,000.0000  | 19,000.00      |
| 19.00    | EA   | NINETEEN (19) ONE<br>(1) ADDITIONAL YEARS MOBILE UNIT EXTENDED<br>MAINTENANCE & SUPPORT | 02-213-40-282-314 | 1,813.6000  | 34,458.40      |
| 12.00    | EA   | TWELVE (12) TRUNK<br>TRAYS FOR THE CROWN VICTORIA'S                                     | 02-213-40-282-314 | 155.0000    | 1,860.00       |
| 4.00     | EA   | FOUR (4) TRUNK TRAYS<br>FOR CHEVY IMPALAS                                               | 02-213-40-282-314 | 270.0000    | 1,080.00       |
| 2.00     | EA   | TWO (2) TRUNK TRAYS<br>FOR 2012 (NEW MODEL) FORD POLICE INTERCEPTOR                     | 02-213-40-282-314 | 350.0000    | 700.00         |
| 1.00     | EA   | ONE (1) TRUNK TRAY<br>2012 DODGE CHARGE                                                 | 02-213-40-282-314 | 270.0000    | 270.00         |

TAX EXEMPTION NO. 22-6002013

PO Total Continued >>>

### 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

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



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

PURCHASE ORDER NUMBER  
**107908**

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

**PURCHASE ORDER & VOUCHER**

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

REQUISITION # **0159622**  
 BUYER **STATECONT**

| DATE       | VENDOR NO. |
|------------|------------|
| 10/01/2012 | GE228171   |

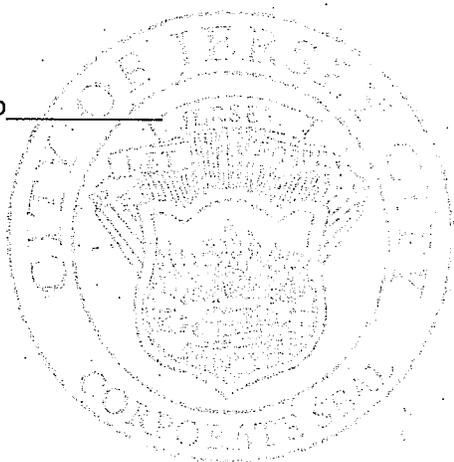
**VENDOR INFORMATION**

**GENERAL SALES ADMINISTRATION,  
 INC**  
**47 N. DELL AVENUE**  
**KENVIL NJ 07847**

**DELIVER TO**

**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**  
**JERSEY CITY NJ 07307**

| QUANTITY | UNIT | DESCRIPTION                                                                                                                                                      | ACCOUNT NUMBER | UNIT PRICE | EXTENDED PRICE |
|----------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|----------------|
|          |      | <b>G-2001: AUTOMATED LICENSE PLATE READER</b><br><br><b>LINE: 00004, COMM CODE: 838-83-082898</b><br><br><b>SC A80311</b><br><br><b>SC RESO _____, D/D _____</b> |                |            |                |



TAX EXEMPTION NO. **22-6002013**

**PO Total 342,512.04**

**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

# CITY OF JERSEY CITY

|                      |
|----------------------|
| <b>Requisition #</b> |
| <b>0159622</b>       |

|                      |
|----------------------|
| <b>Assigned PO #</b> |
|                      |

**Vendor**  
 GENERAL SALES ADMINISTRATION,  
 INC  
 47 N. DELL AVENUE  
 KENVIL NJ 07847  
 GE228171

**Requisition**

**Dept. Bill To**  
 OFFICE OF EMERGENCY MGMT  
 715 SUMMIT AVENUE  
 JERSEY CITY NJ 07307

**Dept. Ship To**  
 715 SUMMIT AVENUE  
 JERSEY CITY NJ 07307

**Contact Info**  
 DEBORAH R BAKER  
 2015475686

*OK (Signature) 9/27/12*

| Quantity | UOM | Description                                                     | Account           | Unit Price | Total        |
|----------|-----|-----------------------------------------------------------------|-------------------|------------|--------------|
| 19.00    | EA  | NINETEEN (19) SLATE                                             | 02-213-40-282-314 | 15,007.56  | 285,143.64 * |
|          |     | 810 LE- G THREE (3) CAMERA MOBILE LAW ENFORCEMENT PACKAGE       |                   |            |              |
| 19.00    | EA  | NINETEEN (19) MPS                                               | 02-213-40-282-314 | 1,000.00   | 19,000.00 *  |
|          |     | SERV FE MOBILE; ENGINEERING, INSTALLATION & TRAINING            |                   |            |              |
| 19.00    | EA  | NINETEEN (19) ONE                                               | 02-213-40-282-314 | 1,813.60   | 34,458.40 *  |
|          |     | (1) ADDITIONAL YEARS MOBILE UNIT EXTENDED MAINTENANCE & SUPPORT |                   |            |              |
| 12.00    | EA  | TWELVE (12) TRUNK                                               | 02-213-40-282-314 | 155.00     | 1,860.00 *   |
|          |     | TRAYS FOR THE CROWN VICTORIA'S                                  |                   |            |              |
| 4.00     | EA  | FOUR (4) TRUNK TRAYS                                            | 02-213-40-282-314 | 270.00     | 1,080.00 *   |
|          |     | FOR CHEVY'S IMPALA'S                                            |                   |            |              |
| 2.00     | EA  | TWO (2) TRUNK TRAYS                                             | 02-213-40-282-314 | 350.00     | 700.00       |
|          |     | FOR 2012 (NEW MODEL) FORD POLICE INTERCEPTOR                    |                   |            |              |
| 1.00     | EA  | ONE (1) TRUNK TRAY                                              | 02-213-40-282-314 | 270.00     | 270.00 *     |
|          |     | 2012 DODGE CHARGE                                               |                   |            |              |

*NJ State Contract # 80311 General Sales Administration Inc  
 T/A Major Police Supply*

Requisition Total 342,512.04

Req. Date: 09/24/2012  
 Requested By: DBAKER  
 Buyer Id:

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

**This Is Not A Purchase Order**

**\*\* Budget Account \*\***

Fund **2** FEDERAL & STATE GRANT FND  
 G/L **213** RES GRANTS APPROP  
 Cafr **40** RES GRANTS APPROPRD  
 Subsidiary **282** LICENSE PLATE READERS  
 Line Item **314** CONTRACTUAL SERVICES  
 Sort Code **65** DEPARTMENT OF POLICE

Budget Amount **545,000.00**  
 Revised Budget **.00**  
 Beginning Balance **545,000.00**  
 Prior YTD Expended **.00**  
 Curr. YTD Expended **.00**  
 Open Encumbered **.00**  
 Ending Balance **545,000.00**

Year/Period **2012 / 9**  View in Ascending Order  
 View in Descending Order  
 Chg. Year/Period  /

**New Acct.** **< Previous** **Next >**

Double-Click On An Item Below To View All Details of Corresponding Transaction

| Id | Per. | Date | P.O.# | Vendor Name | Invoice# | Description | Debit Amount | Credit Amount |
|----|------|------|-------|-------------|----------|-------------|--------------|---------------|
|    |      |      |       |             |          |             |              |               |

**Print Account**

**View Open Enc.**

**View Lgl. Line**



# General Sales Administration

t/a Major Police Supply

47 N. Dell Avenue

Kenvil, NJ 07847

Phone (800) 666-4472 Fax (973) 584-5022

## STATE/ GSA SCHEDULE PRICING

| SIN       | Qty. | Equipment / Software                                                                                                                                                                                                                                               | State Cont Cost | Extended Cost |
|-----------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------|
| 132<br>8  | 1    | <b><u>SLATE-810-LE-P</u></b> Four Camera Mobile Law Enforcement Package including 810nm illumination, Superex processor, camera cable/connector(s), GPS module, PAGIS software, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket mount assemblies  | \$16,957.18     | \$16,957.18   |
| 132<br>8  | 1    | <b><u>SLATE-810-LE-G</u></b> Three Camera Mobile Law Enforcement Package including 810nm illumination, Superex processor, camera cable/connector(s), GPS module, PAGIS software, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket mount assemblies | \$15,007.56     | \$15,007.56   |
| 132<br>12 | 1    | <b><u>PIPS-SRVC-MAINT-MOBILE/PORTABLE</u></b> Annual maintenance cost for the PIPS mobile vehicle systems including PAGIS in-car display software and OCR (years 2 & 3)                                                                                            | \$1,813.60      | \$1,813.60    |

## STATE / GSA – Open Market Items

| Item | Qty. | Equipment and Software                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | State/GSA Cost | Extended Cost |
|------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------|
| 1    | 1    | <p><b><u>UASI REGION BOSS ENTERPRISE LICENSE</u></b><br/>           The BOSS Enterprise license is designed for large and/or complex deployments, and also for deployments with high potential for significant growth and expansion. The Enterprise license mitigates any concern regarding future investment in software maintenance or to acquire new features and modules and/or new user licenses resulting from this growth.</p> <p>PIPS Technology's Enterprise license of BOSS is an all-inclusive licensing model that includes:</p> <ul style="list-style-type: none"> <li>➤ Unlimited instances of BOSS,</li> <li>➤ Unlimited connection of devices such as ALPR vehicles and fixed LPR cameras,</li> <li>➤ Unlimited Smart Client user licenses</li> <li>➤ BOSS-Broker software instance included.               <ul style="list-style-type: none"> <li>○ Anticipated availability by year end</li> </ul> </li> </ul> | \$609,205.00   | \$609,205.00  |



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|   |   |                                                                                                                                                                                                                                                                                           |             |             |
|---|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
|   |   | 2012<br>> Access to new BOSS modules:<br>o Chalking (available 3 <sup>rd</sup> /4 <sup>th</sup> QTR 2012)<br>o Whitelist (available)<br>The Enterprise license encompasses a period of ten years, and will be extended as long as the agency is covered by an active maintenance program. |             |             |
| 2 | 1 | <b>SLATE-810-P4 XXX</b> Four Camera Portable Law Enforcement Package including 810nm illumination, SuperRex processor, camera cable/connector(s), GPS module, PAGIS software, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket mount assemblies                           | \$19,722.92 | \$19,722.92 |
| 3 | 1 | <b>SLATE-810-P3 XXX</b> Three Camera Portable Law Enforcement Package including 810nm illumination, SuperRex processor, camera cable/connector(s), GPS module, PAGIS software, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket mount assemblies                          | \$17,455.92 | \$17,455.92 |
| 4 | 1 | Trunk tray mounts for Dodge / Chevy (NOTE: For Crown Victoria \$155 ea.)                                                                                                                                                                                                                  | \$270.00    | \$270.00    |

**Installation, Commissioning, Training**

| Item | Qty. | Installation, Commissioning and Training                                                                                                       | List Cost  | Extended Cost |
|------|------|------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------|
| 1    | 1    | <b>MPS-SRVC-FE-Mobile;</b> Field Engineering services for installation, optimization, IT configuration, and training for mobile ALPR vehicles. | \$1,000.00 | \$1,000.00    |
| 2    | 1    | <b>MPS-TECHSRVC:</b> Optimization / installation of BOSS Software and training of personnel                                                    | \$1,500.00 | \$1,500.00    |
| 3    | 1    | <b>MPS-SRVC-FE-Portable:</b> Field Engineering services for set-up, optimization, IT configuration, and training for portable ALPR vehicles    | \$400.00   | \$400.00      |

**Scope of Work:**

Our quote **includes** installation. During that time, our system will be installed in your designated vehicles by our installer. After installation, the appropriate personnel will receive training on both PAGIS and BOSS by our representative.



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NJ 08625-0230

CHRIS CHRISTIE  
*Governor*  
KIM GUADAGNO  
*Lt. Governor*

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

**G-2001**

### **AUTOMATIC LICENSE PLATE READER SYSTEM**

**CONTRACTS #80310 and 80311**

#### **Award Summary**

November 22, 2011

#### **I. Compliance/Approval Requirements**

All compliance and approval instructions may be found in NJ GSA Circular 11-03-DPP and U.S. General Services Administration ("GSA") Contracts #GS-35F-0574X and GS-07F-0107V.

#### **II. Purpose**

- a. The purpose of this two-year (2yr) Statewide Cooperative GSA contract is to allow the purchase of Automated License Plate Reader System ("ALPR") for the New Jersey Office of Homeland Security and Preparedness ("NJOHSP") and NJ Department of Treasury, Purchase Bureau Cooperative Purchasing Partners.

#### **III. Award Method**

- a. On June 11, 2011 Insight Public Sector, holding GSA Contract #GS-35F-0009U, was awarded NJ State contract #79037, and under this NJ / GSA priced contract #G2001 provided only Platescan brand ALPR equipment and related services.
- b. As of 5:00PM Pacific Standard Time on Friday, July 29<sup>th</sup>, 2011 Platescan, LLC ("Platescan") publicly issued a Cessation of Operations Notice thereby terminating its plans to continue customer support for Platescan products and services.
- c. On November 22, 2011 the NJ State contract #79037 with Insight Public Sector was inactivated under this NJ / GSA priced contract #G2001 due to a lack of availability of equivalent or better replacement and/or substitute equipment and services.
- d. The State has, based on price and other factors, subsequently awarded contract #80310 to Perceptics, LLC. ("Perceptics"), and contract #80311 to General Sales Administration t/a Major Police Supply., ("Major Police Supply", "GSA/MPS") per NJ GSA Circular 11-03-DPP and GSA

Contracts #GS07F-0107V and #GS-35F-0574X for Perceptics, and Federal Signal ALPR equipment brands, respectively.

- e. Each of the subject contracts comprises a total of four (4) individual price lines

#### IV. Directions for Use of Contract

- a. The Using Agency is instructed to review the GSA Vendor Contracts #GS-35F-0574X and #GS07F-0107V and the respective Price Schedules with each contractor for order planning, pursuant to the Terms and Conditions of GSA Vendor Contracts #GS-35F-0574X and #GS07F-0107V, and in compliance with NJ State Standard Terms and Conditions governing all proposals to the New Jersey Purchase Bureau.
- b. Where applicable, State and local law enforcement agencies can utilize federal Homeland Security Grant Program funding administered by the OHSP to purchase and deploy ALPR technology. For such purchases, the Using Agency is instructed to review and follow all OHSP Special Conditions for Funding Regarding Automated License Plate Readers.
- c. The Using Agency is instructed to submit a Request for Quote ("RFQ") and description of the anticipated project scope to each of the contract vendors for comparative pricing and to promote competitive bidding under this GSA priced contract where equipment and/or system standardization initiatives may not be applicable.
- d. Each contractor should respond to the Using Agency RFQ within 24hrs with a receipt acknowledgement and a projected date for the quote submittal.
- e. The contractor must adhere to the projected quote delivery date or immediately notify the Using Agency if the contractor is unable to submit its quote on the specified date, and request a new quote delivery date from the Using Agency.
- f. The Using Agency may at its own discretion extend a quote delivery date to the contractor for a commercially reasonable period of time. At no time shall the contractor be permitted to delay delivery of a quote for more than thirty (30) days.
- g. The State reserves the right to suspend all new orders to the contractor in the event the contractor cannot respond to a Using Agency RFQ in the preceding manner.
- h. The Using Agency may at its own discretion, based on price and other factors, select either of the contractors to provide equipment and services in order to meet Agency purchasing needs where equipment and/or services proposed by a contractor satisfy all form, fit and function specifications and requirements, and equipment standardization initiatives may not apply.
- i. The State contract Manager shall answer any questions or concerns about any aspect of the contract.
- j. The State reserves the right to modify in writing, its Directions for Use of Contract.



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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### TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

| T-Number                         | Title                                                           | Vendor                       | Contract # |
|----------------------------------|-----------------------------------------------------------------|------------------------------|------------|
| <a href="#">G2001 11-r-22173</a> | AUTOMATIC LICENSE PLATE READER                                  | GENERAL SALES ADMINISTRATION | 80311      |
| <a href="#">T0106 12-x-21817</a> | POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | GENERAL SALES ADMINISTRATION | 81330      |

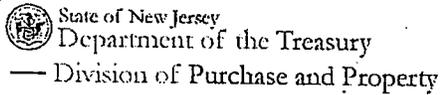
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**Notice of Award  
 Term Contract(s)**

**G-2001  
 AUTOMATIC LICENSE PLATE READER**

|                      |
|----------------------|
| Vendor Information   |
| By Vendor            |
| Email to JIM BALLARD |

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

Download All Documents

- State Contract Manager Adobe PDF (24 kb)
- Award Summary Adobe PDF (42 kb)

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

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**NOAs By Number**

**NOAs By Title**

**Search NOAs**

|                                    |                                |
|------------------------------------|--------------------------------|
| <b>Index #:</b>                    | G-2001                         |
| <b>Contract #:</b>                 | VARIOUS                        |
| <b>Contract Period:</b>            | FROM: 06/11/11 TO: 06/30/13    |
| <b>Applicable To:</b>              | ALL STATE AGENCIES             |
| <b>Cooperative Purchasing:</b>     | POLITICAL SUBDIVISIONS*        |
| <b>Vendor Name &amp; Address:</b>  | SEE VENDOR INFORMATION SECTION |
| <b>For Procurement Bureau Use:</b> |                                |
| <b>Solicitation #:</b>             | 22173                          |
| <b>Bid Open Date:</b>              | 00/00/00                       |
| <b>CID #:</b>                      |                                |
| <b>Commodity Code:</b>             | -                              |
| <b>Set-Aside:</b>                  | NONE                           |

| CONDITIONS AND METHODS OF OPERATION                                                                                                                                                                                                 |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that |  |
| A. Delivery: All prices F.O.B. Destination                                                                                                                                                                                          |  |
| B. Method of Operation - State Agencies Only:                                                                                                                                                                                       |  |
| <b>Issue an agency purchase order to the appropriate contract vendor(s).</b>                                                                                                                                                        |  |

| *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<br>PO Box 230<br>Trenton, NJ 08625<br>(609) 984-7047                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |

| In the event of an emergency, contact the following in the order listed: |                                   |                 |
|--------------------------------------------------------------------------|-----------------------------------|-----------------|
| JIM BALLARD                                                              | PROCUREMENT SPECIALIST            | 609-292-3019    |
| JACKIE KEMERY                                                            | PROCUREMENT SPECIALIST SUPERVISOR | 609-984-6239    |
| ROBERT BEAUREGARD                                                        | ASSISTANT DIRECTOR                | 609-984-2084    |
|                                                                          | <b>PUB DATE:</b>                  | <b>09/06/12</b> |

| VENDOR INFORMATION                   |                                                                                                                           |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <b>Vendor Name &amp; Address:</b>    | GENERAL SALES ADMINISTRATION<br>T/A MAJOR POLICE SUPPLY<br>ACH ELECTRONIC PAYMENT<br>47 N DELL AVENUE<br>KENVIL, NJ 07847 |
| <b>Contact Person:</b>               | BRAD BADAL                                                                                                                |
| <b>Contact Phone:</b>                | 973-584-7714                                                                                                              |
| <b>Order Fax:</b>                    | 000-000-0000                                                                                                              |
| <b>Contract#:</b>                    | 80311                                                                                                                     |
| <b>Expiration Date:</b>              | 06/30/13                                                                                                                  |
| <b>Terms:</b>                        | NONE                                                                                                                      |
| <b>Delivery:</b>                     | 30 DAYS ARO                                                                                                               |
| <b>Small Business Enterprise:</b>    | YES                                                                                                                       |
| <b>Minority Business Enterprise:</b> | NO                                                                                                                        |
| <b>Women Business Enterprise:</b>    | NO                                                                                                                        |
| <b>Cooperative Purchasing *:</b>     | YES                                                                                                                       |

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

|                                      |                                                                 |
|--------------------------------------|-----------------------------------------------------------------|
| <b>Vendor Name &amp; Address:</b>    | INSIGHT PUBLIC SECTOR INC<br>6820 S HARL AVE<br>TEMPE, AZ 85283 |
| <b>Contact Person:</b>               | NICK STOCKING                                                   |
| <b>Contact Phone:</b>                | 800-467-4448                                                    |
| <b>Order Fax:</b>                    | 480-760-1767                                                    |
| <b>Contract#:</b>                    | 79037                                                           |
| <b>Expiration Date:</b>              | 05/31/13                                                        |
| <b>Terms:</b>                        | NONE                                                            |
| <b>Delivery:</b>                     | 10 DAYS ARO                                                     |
| <b>Small Business Enterprise:</b>    | NO                                                              |
| <b>Minority Business Enterprise:</b> | NO                                                              |
| <b>Women Business Enterprise:</b>    | NO                                                              |
| <b>Cooperative Purchasing *:</b>     | YES                                                             |

|                                                                                     |                                                                          |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                          |
| <b>Vendor Name &amp; Address:</b>                                                   | PERCEPTICS LLC<br>9737 COGDILL ROAD<br>SUITE 200N<br>KNOXVILLE, TN 37922 |
| <b>Contact Person:</b>                                                              | GERMAN MEDINA                                                            |
| <b>Contact Phone:</b>                                                               | 305-542-9018                                                             |
| <b>Order Fax:</b>                                                                   | 954-342-4010                                                             |
| <b>Contract#:</b>                                                                   | 80310                                                                    |
| <b>Expiration Date:</b>                                                             | 06/30/13                                                                 |
| <b>Terms:</b>                                                                       | NONE                                                                     |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                              |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                       |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                       |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                       |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                      |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                          |

| CONTRACT ITEMS/SERVICES BY VENDOR                               |                                                                                                                                                                                                                                                          |              |                        |            |            |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------|------------|------------|
| Vendor: GENERAL SALES ADMINISTRATION<br>T/A MAJOR POLICE SUPPLY |                                                                                                                                                                                                                                                          |              | Contract Number: 80311 |            |            |
| LINE#                                                           | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                   | EST QUANTITY | UNIT                   | % DISCOUNT | UNIT PRICE |
| 00001                                                           | COMM CODE: 838-83-082895<br>[TELECOMMUNICATION EQUIPMENT,...]<br><br>ITEM DESCRIPTION:<br>AUTOMATIC LICENSE PLATE READER EQUIPMENT<br>REFERENCE GSA #GS-35F-0574X<br>BRAND: FEDERAL SIGNAL<br>MODEL: PIPS TECHNOLOGY<br>DELIVERY: 30 DAYS ARO            | 1.000        | EA                     | NET        | N/A        |
| 00002                                                           | COMM CODE: 838-83-082896<br>[TELECOMMUNICATION EQUIPMENT,...]<br><br>ITEM DESCRIPTION:<br>AUTOMATIC LICENSE PLATE READER (ALPR)<br>ACCESSORIES: REFERENCE GSA #GS-35F-0574X<br>BRAND: FEDERAL SIGNAL<br>MODEL: PIPS TECHNOLOGY<br>DELIVERY: 30 DAYS ARO  | 1.000        | EA                     | NET        | N/A        |
| 00003                                                           | COMM CODE: 838-83-082897<br>[TELECOMMUNICATION EQUIPMENT,...]<br><br>ITEM DESCRIPTION:<br>AUTOMATIC LICENSE PLATE READERS (ALPR)<br>MAINTENANCE: REFERENCE GSA #GS-35F-0574X<br>BRAND: FEDERAL SIGNAL<br>MODEL: PIPS TECHNOLOGY<br>DELIVERY: 30 DAYS ARO | 1.000        | EA                     | NET        | N/A        |
| 00004                                                           | COMM CODE: 838-83-082898<br>[TELECOMMUNICATION EQUIPMENT,...]<br><br>ITEM DESCRIPTION:<br>AUTOMATIC LICENSE PLATE READERS                                                                                                                                | 1.000        | EA                     | NET        | N/A        |

| (ALPR)<br>INSTALL: REFERENCE GSA #GS-35F-0574X<br>BRAND: FEDERAL SIGNAL<br>MODEL: PIPS TECHNOLOGY<br>DELIVERY: 30 DAYS ARO |                                                                                                                                                                                                                                                                                              |              |                               |            |               |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------|------------|---------------|
| <b>Vendor:</b> INSIGHT PUBLIC SECTOR INC                                                                                   |                                                                                                                                                                                                                                                                                              |              | <b>Contract Number:</b> 79037 |            |               |
| LINE#                                                                                                                      | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                       | EST QUANTITY | UNIT                          | % DISCOUNT | UNIT PRICE    |
| 00001                                                                                                                      | COMM CODE: 838-83-081911<br>[TELECOMMUNICATION EQUIPMENT,...]<br><br>ITEM DESCRIPTION:<br>(2) "DUAL" CAMERA LPR SYSTEM<br>INSIGHT/PLATESCAN P/N SYS-F-2-R<br>REFERENCE GS-35F-0009U QUOTE #212931280<br>BRAND: PLATESCAN<br>MODEL: SYS-F-2-R<br>DELIVERY: 10 DAYS ARO                        | 1.000        | EA                            | N/A        | \$14099.98000 |
| LINE#                                                                                                                      | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                       | EST QUANTITY | UNIT                          | % DISCOUNT | UNIT PRICE    |
| 00002                                                                                                                      | COMM CODE: 838-83-081912<br>[TELECOMMUNICATION EQUIPMENT,...]<br><br>ITEM DESCRIPTION:<br>1 "DUAL" CAMERA LPR SYSTEM<br>INSIGHT/PLATESCAN P/N SYS-F-1-R<br>REFERENCE GS-35F-0009U QUOTE #212931280<br>BRAND: PLATESCAN<br>MODEL: SYS-F-1-R<br>DELIVERY: 10 DAYS ARO                          | 1.000        | EA                            | N/A        | \$11299.44000 |
| LINE#                                                                                                                      | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                       | EST QUANTITY | UNIT                          | % DISCOUNT | UNIT PRICE    |
| 00003                                                                                                                      | COMM CODE: 838-83-081913<br>[TELECOMMUNICATION EQUIPMENT,...]<br><br>ITEM DESCRIPTION:<br>PLATESCAN DATA ANALYSIS MODULE<br>#PS-DAM<br>REFERENCE GSA CONTRACT #GS-35F-0009U<br>QUOTE #212931280<br>BRAND: PLATESCAN<br>MODEL: PS-DAM<br>DELIVERY: 10 DAYS ARO                                | 1.000        | EA                            | N/A        | NO CHARGE     |
| LINE#                                                                                                                      | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                       | EST QUANTITY | UNIT                          | % DISCOUNT | UNIT PRICE    |
| 00004                                                                                                                      | COMM CODE: 920-91-081915<br>[DATA PROCESSING, COMPUTER, PROGRAMMING, ...]<br><br>ITEM DESCRIPTION:<br>INSTALLATION AND TRAINING SERVICES-ALPR<br>INSIGHT/PLATESCAN P/N SYS-INST/TRAIN-RU<br>REFERENCE GS-35F-0009U<br>BRAND: PLATESCAN<br>MODEL: SYS-INST/TRAIN-RUS<br>DELIVERY: 10 DAYS ARO | 1.000        | EA                            | N/A        | \$1250.00000  |
| <b>Vendor:</b> PERCEPTICS LLC                                                                                              |                                                                                                                                                                                                                                                                                              |              | <b>Contract Number:</b> 80310 |            |               |
| LINE#                                                                                                                      | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                       | EST QUANTITY | UNIT                          | % DISCOUNT | UNIT PRICE    |
| 00001                                                                                                                      | COMM CODE: 838-83-082899<br>[TELECOMMUNICATION EQUIPMENT,...]<br><br>ITEM DESCRIPTION:<br>AUTOMATIC LICENSE PLATE READER EQUIPMENT<br>REFERENCE GSA #GS-07F-0107V<br>BRAND: PERCEPTICS                                                                                                       | 1.000        | EA                            | NET        | N/A           |



## General Sales Administration t/a Major Police Supply

47 N. Dell Avenue

Kenvil, NJ 07847

Phone (800) 666-4472 Fax (973) 584-5022

July 20, 2012

Director Greg Kierce  
Jersey City Emergency Management & Homeland Security  
715 Summit Avenue  
Jersey City, NJ 07306

### REF: Mobile/Portable Slate ALPR System & Fixed Camera Budgetary Proposal

The ALPR systems can be purchased off of the NJ State Contract, #80311, General Sales Administration Inc., t/a Major Police Supply. Pricing for the NJ State Contract was adopted from the Federal GSA Contract, award number **GS-35F-0574X, Schedule 70**. Within the GSA contract, product is listed under the following Special Item Numbers (SINs).

- a. SIN 132-8 – Purchase of New Equipment
- b. SIN 132-12 – Maintenance of Equipment, Repair Services and /or Repair/Spare Parts
- c. SIN 132-33 – Perpetual Software License

Key points about PIPS (Federal Signal) in the ALPR market:

- For more than 20 years PIPS focus is specializing in Automatic License Plate Recognition technologies and is considered by many as the industry pioneer in this market.
- As an Original Equipment Manufacturer, PIPS manufactures and develops their own hardware and software – and control the quality and support of their products from start to finish.
- PIPS offers an ALPR “back-end” analysis software package (BOSS) that provides data-mining of “historic” license plate information obtained and stored from all deployed mobile (and fixed) systems within your department.
- PIPS has two patents:
  - **PlateFinder** – Identifies license plates based on reflective properties and physical size of plates, which reduces false triggers (mailboxes, picket fences, street signs, etc.).
  - **TripleFlash** – Varies flash, shutter and gain settings to capture multiple images per vehicle, ensuring a quality image over a wide range of ambient and environmental conditions.



**General Sales Administration**  
**t/a Major Police Supply**

47 N. Dell Avenue

Kenvil, NJ 07847

Phone (800) 666-4472 Fax (973) 584-5022

**NOTE 5:** PIPS Technology manufactures ALPR camera mounts for the following light bars:

- Federal Signal Legend
- Federal Signal Legend Hotfoot
- Federal Signal Arjent
- Federal Signal Vista
- Federal Signal Raydian
- Federal Signal Raydian Hotfoot
- Whelen (all models except Justice)
- Whelen Justice (different bracket needed than other Whelen models)
- Code 3
- Tomar
- Sabre

Please let me know if you have any questions or require any additional information.

Michael Scarpone

Technology Sales

Major Police Supply

Phone: 973-294-8455

Email: [mscarpone@majorpolicesupply.com](mailto:mscarpone@majorpolicesupply.com)



# General Sales Administration t/a Major Police Supply

47 N. Dell Avenue

Kenvil, NJ 07847

Phone (800) 666-4472 Fax (973) 584-5022

Our quote ***includes*** the cost for our Back Office Server Software (BOSS) that can be installed on a department supplied SQL server. Our engineer will install one copy of this software application that is used for mining of all data collected by each mobile LPR system. The initial cost of installing BOSS for your agency can be utilized for all future PIPS mobile installations within your organization. It can also integrate with other local law enforcement agencies, fixed ALPR sites, or with commercial purchasers of our ALPR systems to provide a comprehensive database of vehicle movement within the surrounding areas where PIPS systems have been deployed.

**NOTE 1:** Only one copy of PIPS-SW-BOSS PRO System Software is required to support a combination of one or more mobile and/or fixed mobile systems.

**NOTE 2:** All PIPS equipment hardware and software is covered by a one-year parts and labor warranty. Extended warranty agreements are available for the system after the original one-year warranty expires. These agreements supply the end user with upgrades and improvements to our OCR engine for enhanced plate detection capabilities and software upgrades sold by PIPS Technology, Inc.

| Mobile/ Unit Extended Maintenance & Support Per System – Hardware / PAGIS / OCR (Year 1 included in purchase) | Unit Cost  |
|---------------------------------------------------------------------------------------------------------------|------------|
| Each Additional Year – Annual Mobile System Maintenance Renewal                                               | \$1,813.60 |

**NOTE 3:** If you are running NetMotion for your MDC, you will need version 6.5 or higher with the Policy Manager License (extra add-on license above and beyond the standard NetMotion server license offered by NetMotion). Refer to NetMotion Tech Note # 2200.

**NOTE 4:** MDT Minimum Requirements:

These are minimum specifications provided by the manufacturer.

- 2.0 GHz AMD or Intel Processor with 2GB of Memory with 128MB available for PAGIS.
- Windows XP Pro with Service Pack2 or later or Windows 7 (32 bit).
- Available 10/100 Ethernet Port and USB Port (1.1 or higher - 2.0 preferred).
- 15 GB available space on the hard drive.
- X VGA screen with minimum of 800x600 screen resolution. Touch screen preferred.
- Wireless connectivity



# City Of Jersey City

## Office of Emergency Management & Homeland Security

### MEMORANDUM

W.Greg Kierce , Director

Jerramiah T. Healy, Mayor

TO: Council President, Peter Brennan  
Councilperson-at- Large, Viola Richardson  
Councilperson-at- Large, Rolando Lavarro  
Ward A Councilperson, Michael J. Sottolano  
Ward B Councilperson, David P. Donnelly  
Ward C Councilperson, Nidia R. Lopez  
Ward D Councilperson, William A. Gaughan  
Ward E Councilperson, Steven Fulop  
Ward F Councilperson, Michele Massey

FROM: W. Greg Kierce

SUBJ: **UPDATED INFORMATION** Municipal Council meeting May 23, 2012

- **Resolution 12-393:** Authorizing the acceptance of a grant award from the State of New Jersey, Office of Homeland Security and Preparedness FY10 Urban Area Security Initiative Grant Program (UASI) for expansion of automated license plate readers (ALPRs).
- **Resolution 12-412:** Authorizing award of a contract to IMTECH D/B/A/ Activu Corporation- To provide upgrades to the Emergency Operations Center for the Jersey City Office of Emergency Management & Homeland Security.
- **Resolution 12-413:** Authorizing the award of contract funded thru the UASI grant program to Verizon Wireless for wireless devices and services under state contract for the Office of Emergency Management.

DATE: May 18, 2012

**Resolution 12-393:** The City of Jersey City has agreed to receive UASI FY-10 Grant funds \$545,000.00 from the Office of Homeland Security and Preparedness (OHS&P) for the purpose of purchasing Automated License Plate Recognition Systems (ALPRS).

Use of ALPRs will support and enhance the Jersey City/ Hudson County's Homeland Security terrorism prevention and detection mission by having the capability to deploy the ALPRs at locations deemed to be critical infrastructure.

In cooperation and agreement with the Hudson County Prosecutor's Office, the City of Jersey City Office of Emergency Management & Homeland Security will facilitate the purchase and installation of this equipment and the Jersey City Police Department will provide the necessary server, periodic uploads from the NCIC system, data storage capacity and sharing for this project across Hudson County.

**Resolution 12-412:** In 2006 the Department of Homeland Security thru the Urban Area Security Initiative (UASI) provided funding for the development of the Jersey City Office of Emergency Management & Homeland Security Emergency Operations Center (EOC). The EOC serves as the primary point of coordination for all city departments and agencies response to both natural and man-made disasters impacting the region.

It also serves as backup EOC for the City of Newark, the Port Authority of New York and New Jersey as well as affording backup communications for the Jersey City Police and Fire Departments, EMS and the city wide CCTV system.

Over the past several years, technology developments by IMTECH/Activu have greatly enhanced operational capabilities of EOCs providing multi-agency/discipline coordination for preplanned and no notice events.

Funding for this project, \$669,341.35 was included in a Department of Homeland Security UASI grant in the amount of \$1,881,500.00 accepted by the Jersey City Municipal Council on December 14, 2011 under Resolution 11-825.

**Resolution 12-413:** Funding for this initiative was previously accepted by the Jersey City Municipal Council at the Municipal Council meeting dated December 15, 2010 under Resolution 10-814. Award of this contract to Verizon wireless will ensure continued wireless service for the Emergency Operations Center, Field Communications Vehicle, River Operations Vessel, Emergency Services Bomb Command Vehicle as well as other wireless devices.

All of these proposed Resolutions are 100% grant funded at no expense to the city.

I thank you in advance for your consideration of this matter.

Yours truly,



W. Greg Kierce, Director

cc: Jack Kelly, Business Administrator  
Rosemary McFadden, Chief of Staff, Mayors Office



CHRIS CHRISTIE  
Governor

Kim Guadagno  
Lt. Governor

State of New Jersey  
Office of Homeland Security and Preparedness  
PO Box 091  
TRENTON, NJ 08625-0091

EDWARD DICKSON  
DIRECTOR

May 8, 2012

Honorable Jerramiah Healy, Mayor  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302

RE: FFY10 Urban Areas Security Initiative (UASI) – GAN #4  
(CFDA # 97.008, Award #2010-SS-T0-0068)

Dear Mayor Healy:

This letter shall serve as a Grant Adjustment Notice (GAN) to the FFY10 UASI - Local Share Grant Program award letter dated November 18, 2010. The City of Jersey City is hereby awarded an additional \$545,000.00 under Investment C, of which \$345,000.00 will be utilized to procure ALPRs equipment on behalf of the County of Hudson and \$200,000.00 will be utilized by the City of Jersey City to procure ALPRs equipment (see attached project Spending Plan). The adjusted award amount for this project is reflected below and the dollars for the remaining FFY10 UASI – Local Share grant projects are provided for your reference.

Investment/Project

Amount

*Investment A: Implement National Incident Management System/  
National Response Framework*

|                                        |    |            |
|----------------------------------------|----|------------|
| Emergency Operation Center Enhancement | \$ | 250,000.00 |
| NIMS CERT Training                     | \$ | 75,000.00  |
| Maintenance Contracts                  | \$ | 90,000.00  |

*Investment B: Implement the National Infrastructure Protection  
Plan*

|                                             |    |              |
|---------------------------------------------|----|--------------|
| Aqueduct Water Protection Project/Port Area | \$ | 1,500,000.00 |
| Jersey City Water Front                     | \$ | 680,000.00   |

*Investment C: Enhance Information Sharing and Intelligence/  
Investigation Capabilities*

**Automated License Plate Readers (ALPRs)  
(previous amount - \$0.00)**

|                                         |           |                   |
|-----------------------------------------|-----------|-------------------|
| <b>1. Hudson County Police Agencies</b> | <b>\$</b> | <b>345,000.00</b> |
| <b>2. Jersey City Police Department</b> | <b>\$</b> | <b>200,000.00</b> |

*Investment D: Enhance Communications Capabilities:  
Voice, Data, Information*

|                          |    |            |
|--------------------------|----|------------|
| Radio Cache              | \$ | 85,000.00  |
| Fire Analog Radio System | \$ | 220,000.00 |

*Investment E: Enhance CBRNE Detection, Response  
and Capabilities*

|              |    |            |
|--------------|----|------------|
| Bearcat JCPD | \$ | 250,000.00 |
|--------------|----|------------|

*Investment G: Enhance Catastrophic Planning and  
Citizen Preparedness Capabilities*

|                                     |    |           |
|-------------------------------------|----|-----------|
| Dual Purpose Prime Mover Rack Truck | \$ | 54,000.00 |
|-------------------------------------|----|-----------|

*Investment H: Enhance Urban Search and Rescue*

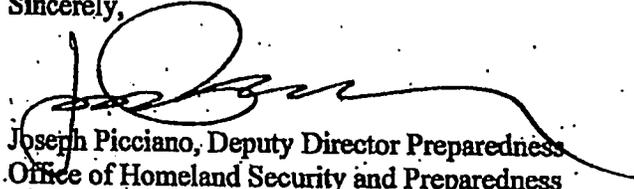
|                   |    |                   |
|-------------------|----|-------------------|
| Rescue Tools JCFD | \$ | <u>100,000.00</u> |
|-------------------|----|-------------------|

|                                        |           |                     |
|----------------------------------------|-----------|---------------------|
| <b>Total UASI ~ Local Share Funds:</b> | <b>\$</b> | <b>3,849,000.00</b> |
|----------------------------------------|-----------|---------------------|

Honorable Jerramiah Healy, Mayor  
Page 3  
May 8, 2012

All previously communicated terms and conditions of this grant remain in effect. If you have any questions or need further clarification regarding this matter, please contact Grant and Program Management Bureau Chief, Steven Talpas, at (609) 584-4811.

Sincerely,



Joseph Picciano, Deputy Director Preparedness  
Office of Homeland Security and Preparedness

JP/GF:kw  
Enclosures

cc: Steven Talpas, Grant and Program Management Bureau Chief, OHSP  
Daniel Morocco, UASI Grant Coordinator, OHSP  
Gary Furman, UASI Grant Liaison, OHSP  
Brian Doering, UASI Grant Liaison, OHSP  
William Kelly, Fiscal Manager, OHSP  
Greg Kierce, Domestic Preparedness Planner, Jersey City OEM  
Aida Sanchez, Grant Coordinator, Jersey City OEM  
Thomas A. DeGise, County Executive, Hudson County  
Eliu Rivera, Freeholder Chairman, Hudson County  
Jack Burns, OEM Director, Hudson County  
Yusmila DiCiaccio, Grants Coordinator, Hudson County OEM  
Scott DiGiralomo, UASI Executive Committee Chair

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

City Clerk File No. Res. 12-394  
 Agenda No. 10.M  
 Approved: MAY 23 2012  
 TITLE:



## CANCELLATION OF 2008 REAL ESTATE TAXES ON BLOCK 8902 LOT 1, 234 PROVOST STREET OWNED BY THE PORT AUTHORITY ON NEW YORK & NEW JERSEY

COUNCIL OFFERED, AND MOVED ADOPTION  
 OF THE FOLLOWING RESOLUTION:

WHEREAS, the property located at 234 Provost Street, Block 8902 Lot 1 owned by The Port Authority of New York & New Jersey were inadvertently assessed for the 2008 tax year; and

WHEREAS, the properties still shows open and should be exempt according to the Tax Assessor; and

WHEREAS, the Tax Collector's files still indicate that taxes are due for the tax year 2008 and the Tax Collector would like to cancel the erroneous charges; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Block 8902 Lot 1 is hereby canceled.

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

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |        |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
|                                         |     |     |      | 5/23/12       |     |     |      |               |     |        |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY    | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |        |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    |     | ABSENT |      |
| LOPEZ                                   | ✓   |     |      | MASSEY        | ✓   |     |      | BRENNAN, PRES | ✓   |        |      |

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

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-393

Agenda No. 10.L

Approved: MAY 23 2012

TITLE:



**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE STATE OF NEW JERSEY, OFFICE OF HOMELAND SECURITY AND PREPAREDNESS FY10 URBAN AREAS SECURITY INITIATIVE GRANT PROGRAM FOR EXPANSION OF THE AUTOMATED LICENSE PLATE READERS**

**WHEREAS**, the State of New Jersey, Office of Homeland Security and Preparedness wishes to award the Office of Emergency Management \$545,000.00; and

**WHEREAS**, those funds will support Jersey City Preparedness Projects; and

**WHEREAS**, the Office of Emergency Management desires to accept the funding to address major initiatives regarding homeland security and public safety issues; and

**WHEREAS**, this project will commence on June 1, 2012

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Office of Emergency Management are hereby authorized to execute a contract with the State of New Jersey, Office of Homeland Security and Preparedness.

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 |     |     |      |               |     |     |      |               |        |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
|                                         |     |     |      | 5/23/12       |     |     |      |               |        |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓      |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ABSENT |     |      |
| LOPEZ                                   | ✓   |     |      | MASSEY        | ✓   |     |      | 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





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

**County Name: Hudson**

**State: Governor, and Legislative Leadership Committees**

**Legislative District #: 31, 32, & 33**

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

**County:**

**Freeholders**

**County Clerk**

**Sheriff**

**County Executive**

**Surrogate**

**Registrar of Deeds**

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

**Bayonne City**  
**East Newark Borough**  
**Guttenberg Town**  
**Harrison Town**  
**Hoboken City**  
**Jersey City**  
**Kearny Town**  
**North Bergen Township**  
**Secaucus Town**  
**Union City City**  
**Weehawken Township**  
**West New York Town**

**Boards of Education**  
**(Members of the Board):**

**East Newark Borough**  
**Guttenberg Town**  
**Hoboken City**  
**Kearny Town**  
**North Bergen Township**  
**Secaucus Town**  
**Weehawken Township**

**Fire Districts (Board of Fire Commissioners):**

**(None)**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

|                                                                     |                        |
|---------------------------------------------------------------------|------------------------|
| Name: J. Bradley Badal<br>1 Kerby Lane<br>Home Address: Mendham, NJ | Name:<br>Home Address: |
| Name: Bruce Bendell<br>75 Georgian Ct<br>Home Address: Roselyn, NY  | Name:<br>Home Address: |
| Name:<br>Home Address:                                              | Name:<br>Home Address: |

|                                                                                            |                                                                                                             |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>8<sup>th</sup></u> day of <u>OCT</u> , 20 <u>12</u> | <br>_____<br>(Affiant) |
| (Notary Public)                                                                            | <u>J. Bradley Badal</u><br>(Print name & title of affiant)                                                  |
| My Commission expires: <u>11/22/2016</u><br>ROBERT A. MERTZ<br>Notary Public, New Jersey   | (Corporate Seal)                                                                                            |

My Commission Expires

**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 J. Bradley Badal 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 October 8th 2012 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 | Gaughan Election Fund             |
| Richardson Election Fund               | Steven Fulop for Jersey City Inc. |
| Lavarro Election Fund                  | Massey Election Fund              |
| Friends of Michael Sottolano           |                                   |
| Friends of David Donnelly              | Healy for Mayor                   |
| Friends of Nidia Lopez                 |                                   |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address               |
|------------------------------|----------------------------|
| J. Bradley Badal             | 1 Kerby Lane Mendham, NJ   |
| Bruce Bendell                | 75 Georgian CT Roselyn, NY |
|                              |                            |
|                              |                            |
|                              |                            |
|                              |                            |
|                              |                            |
|                              |                            |

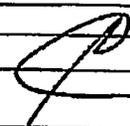
**Part 3 – Signature and Attestation:**

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: General Sales Administration Inc. t/a Major Police Supply

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

Print Name: J. Bradley Badal Date: 10-8-2012

|                                                                                                                                                                                                               |                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>8<sup>th</sup></u> day of <u>OCT</u> <u>2012</u><br>My Commission expires: <u>12/22/2016</u><br>ROBERT A. MERTEN<br>Notary Public, New Jersey<br>My Commission Expires | <br>_____<br>(Affiant)<br><u>J. Bradley Badal</u> President<br>(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  
*CITY OF JERSEY CITY*

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

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

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

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

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

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7:2)

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

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**Temporary and Executing**

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*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**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 General Sales Administration Inc. t/a Major Police Supply (name of business entity) has not made any reportable contributions in the one-year period preceding October 8th 2012 (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 General Sales Administration Inc. t/a Major Police Supply (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: General Sales Administration Inc. t/a Major Police Supply

Signed [Signature] Title: President

Print Name J. Bradley Badal Date: 10-8-2012

Subscribed and sworn before me this 8<sup>th</sup> day of Oct, 2012

My Commission expires: 11/22/2016  
[Signature] (Affiant)  
J. Bradley Badal President  
(Print name & title of affiant) (Corporate Seal)

**ROBERT A. MERTEN**  
Notary Public, New Jersey  
My Commission Expires

**\*\*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.**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	GENERAL SALES ADMINISTRATION, INC.
<b>Trade Name:</b>	MAJOR POLICE SUPPLY
<b>Address:</b>	47 N DELL AVENUE KENVIL, NJ 07847-2640
<b>Certificate Number:</b>	0099842
<b>Effective Date:</b>	December 18, 1989
<b>Date of Issuance:</b>	October 01, 2012

**For Office Use Only:**  
20121001162353290

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

City Clerk File No. Res. 12-778

Agenda No. 10.T

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

TITLE:

# WITHDRAWN



## RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SKYLANDS AREA FIRE EQUIPMENT & TRAINING (SAFE-T) FOR THE PURCHASE OF THERMAL IMAGING CAMERAS UNDER STATE CONTRACT FOR THE DEPARTMENT OF FIRE & EMERGENCY SERVICES

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

**WHEREAS**, the Department of Fire and Emergency Services utilizes thermal imaging cameras to search for hidden fires behind ceilings and walls and to locate victims and downed firefighters in fire fighting operations. The cameras are used in hazmat situations and to locate victims in water rescue emergencies. These cameras are replacing cameras that are cost prohibitive to repair; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Safe-T, 23 Hamburg Turnpike, Suite A, Riverdale, New Jersey 07457 is an authorized distributor for Infrared Systems Group LLC and in possession of State Contract No. **A80969**, submitted a proposal for Thermal Imaging Cameras; and

**WHEREAS**, funds are available for this contract in **Fire Department's Federal & State Grant Fund and Operating Account Fund;**

Account	P.O. #	State Contract	Total Contract
02-213-40-208-314	107854	A80969	\$144,000.00
01-201-25-265-210	107855	A80969	\$500.00
		<b>Total Cost</b>	<b>\$144,500</b>

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Safe-T, 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**, 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

# WITHDRAWN

(Continued to page 2)

TITLE:

# WITHDRAWN

## RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SKYLANDS AREA FIRE EQUIPMENT & TRAINING (SAFE-T) FOR THE PURCHASE OF THERMAL IMAGING CAMERAS UNDER STATE CONTRACT FOR THE DEPARTMENT OF FIRE & 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.

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

# WITHDRAWN

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in accounts 02-213-40-208-314 and 01-201-25-265-210.

Account	P.O. #	State Contract	Total Contract
02-213-40-208-314	107854	A80969	\$144,000.00
01-201-25-265-210	107855	A80969	<u>\$500.00</u>
<b>Total Cost</b>			<b>\$144,500</b>

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

APPROVED BY  
9/26/12

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				LAVARRO			
DONNELLY				FULOP				RICHARDSON			
LOPEZ				MASSEY				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

# WITHDRAWN

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

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

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

Resolution authorizing award of a contract to Skylands Area Fire Equipment & Training (Safe-T) for the purchase of Thermal Imaging Cameras under State Contract for the Department of Fire and Emergency Services.

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

Armando Roman, Director of Fire and Emergency Services.

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

For the purchase of seventeen Elite XR/HR thermal imaging cameras.

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

The Jersey City Department of Fire and Emergency Services is requesting this equipment to replace cameras that are cost prohibitive to repair.

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

The Jersey City Department of Fire and Emergency Services utilizes thermal imaging cameras to search for hidden fires behind ceilings and walls and to locate victims and downed firefighters in fire fighting operations. The cameras are also used in hazmat situations and to locate victims in water rescue emergencies.

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

The cost of this purchase is \$144,500 of which \$144,000 is from the FEMA/Personal Equipment Grant and \$500 from the Fire Department's operating account.

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

ASAP

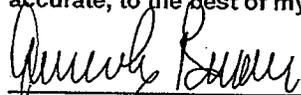
**9. Person responsible for coordinating proposed program, project, etc.:**

Armando Roman, Director of Fire and Emergency Services.

**10. Additional comments:**

The resolution is proposed at the recommendation of the Director of Fire and Emergency Services.

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



Armando Roman  
Director of Fire and Emergency Services

10/3/12  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SKYLANDS AREA FIRE EQUIPMENT & TRAINING, L.L.C.  
**Trade Name:** SAFE-T  
**Address:** 23 HAMBURG TPK UNIT A  
RIVERDALE, NJ 07457-1162  
**Certificate Number:** 1182180  
**Effective Date:** September 29, 2005  
**Date of Issuance:** September 27, 2012

**For Office Use Only:**

20120927095026317



# PROPOSAL



23 Hamburg Turnpike  
Suite A  
Riverdale, NJ 07467  
973 579 3473

TO: Jersey City Fire Department  
465 Marin Blvd

DATE: 9/18/2012

REP: Dhollywood@Safe-Tonline.com

TEL: 973 418 2887

EMAIL:

ATTN: DC Joe Glancaspro

VALID UNITL: 11/1/2012

TITLE:

F.O.B.:

PHONE:

FAX:

TERMS: Net 30

#	QTY.	Part No.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	17	Elite XR/HR	ISG Elite XR/HR Thermal Imaging Package	\$8,500.00	\$144,500.00
2					
3					
4			STATE CONTRACT # 80989	\$0.00	
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
<b>TOTAL</b>					<b>\$144,500.00</b>

Thank you for the opportunity to quote these items.  
Please contact me with any questions.

# Firefighter One



Fire, Police & EMS Supplies

26 Gail Court Suite #1 Sparta, NJ 07871  
Phone (973) 940-3061 Fax (973) 860-1388  
www.FF1.com

## ESTIMATE

Estimate #	10-12593
------------	----------

**Bill to Address:**

Jersey City Fire Dept.  
465 Marin Blvd.  
Jersey City, NJ 07302

**Ship to Address:**

Jersey City Fire Dept.  
465 Marin Blvd.  
Jersey City, NJ 07302

ESTIMATE VALID FOR 60 DAYS

Date	9/24/2012	Requested by	Purchasing	Sales Rep.	JVN
------	-----------	--------------	------------	------------	-----

Item	Description	Qty	Rate	Total
XR-HR	ISG ELITE XR-HR TIC Standard Packaging: 100K Super High Resolution Intelligent Focus Hot Spot Tracker 2x/4x Zoom 1-desk charger 2 - 3 Hour Batteries Standard Cardboard Carrying Case Users Manual/CD Quick Start Guide 1 Year Warranty (Can purchase up to 2 years extended warranty)  NEW JERSEY STATE CONTRACT # A80969 / INFRARED SYSTEMS GROUP LLC	17	9,895.50	168,223.50
<b>Total</b>				<b>\$168,223.50</b>

Signature: \_\_\_\_\_

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

Municipal P.O. [ ] Department to pay [ ]

P.O. # \_\_\_\_\_

## Patricia Vega

---

**From:** Kemery, Jacqueline [Jacqueline.Kemery@treas.state.nj.us]  
**Sent:** Thursday, September 27, 2012 7:48 AM  
**To:** Patricia Vega  
**Subject:** RE: SC 80969 - Authorized Distributor?

Patricia,

Yes they are an authorized distributor.

Thanks,

### Jackie Kemery

Procurement Supervisor - Homeland Security & General Services  
State of New Jersey | Division of Purchase and Property | Procurement Bureau  
33 West State Street | PO Box 230 | Trenton, NJ 08625  
609.984.6239 (office) | 609.984-2575 (fax)  
[mailto: jackie.kemery@treas.state.nj.us](mailto:jackie.kemery@treas.state.nj.us)

---

**From:** Patricia Vega [<mailto:VegaP@icnj.org>]  
**Sent:** Wednesday, September 26, 2012 4:14 PM  
**To:** Kemery, Jacqueline  
**Subject:** SC 80969 - Authorized Distributor?  
**Importance:** High

Good Afternoon,

I would like to confirm if Skylands Area Fire Equipment & Training LLC (Safe-T) is an authorized distributor under 80969. Although there is a PDF document, it does not specify if the distributors list is up to date.

We are in the process of purchasing thermal imaging cameras for our Fire Department.

Thank you!

Patricia M Vega  
Principal Buyer, RPPS  
Division of Purchasing  
1 Journal Square Plaza 2nd Fl.  
Jersey City, NJ 07306

[VegaP@icnj.org](mailto:VegaP@icnj.org)  
Direct: 201.547.4278 Fax: 6585

[www.cityofjerseycity.com](http://www.cityofjerseycity.com)

DISTRIBUTORS FOR FIRE FIGHTING PROTECTION CLOTHING AND EQUIPMENT (12-X-22281) - T0790

<u>Contractor/Contract #</u>	<u>Distributors</u>	<u>Contact Person</u>	<u>Phone</u>	<u>Fax</u>	<u>eMail Address</u>
Fire Dex LLC (A80946)	Mid-Atlantic Fire and Air Co.	Jim Yoder	610-372-5077	610-372-9553	jim.yoder@midatlanticfireandair.com
	Nat Alexander Company	Lee Tamburrino	856-783-0720	856-782-8978	Lee.Tamburrino@midatlanticfireandair.com
Globe Manufacturing Co. LLC (A80945)	AAA Emergency Supply	Kenneith J. Kiel	914-949-0512	914-949-8344	mattm@aaaemergency.com
	Approved Fire Protection Co. Inc.	Glen Zehner	908-755-2222	908-769-1424	gzehner@afpni.com
	Continental Fire & Safety	Gregory Gore	609-588-0096	609-584-0405	contfire1@aol.com
	Firefighters Equipment Co.	John Yawger	973-366-4466	973-366-7341	nancy@ffecnj.com
	General Fire Sales & Service Inc.	Craig Ickes	610-307-4655	856-456-4655	generalfiressnj@aol.com
	Murphy Fire & Safety	Tom Murphy	201-998-8310	201-998-0669	tjmurphy58@aol.com
	New Jersey Fire Equipment Co.	George Fosdick	732-968-2121	973-968-4724	info@njfe.com
	State Line Fire & Safety Inc.	Frederick Kendall	201-391-3290	201-391-6487	statelinefire@optonline.net
	MES - PA	Colleen Gallagher	610-363-2270	610-363-6067	cmiller@mesfire.com
	Tasc Fire Apparatus	Cindy Cestone	732-431-1515	N/A	tascfire@verizon.net
	Firefighters Equipment Co.	John Yawger	973-366-4466	973-366-7341	nancy@ffecnj.com
	Mid-Atlantic Fire and Air Co.	Jim Yoder	610-372-5077	610-372-9553	jim.yoder@midatlanticfireandair.com
	Infrared Systems Group LLC (A80969)	Firefighter One LLC	Jason Van Norman	973-940-3061	973-860-1388
Public Safety Outfitters		Joseph Loverdi	856-589-2997	856-589-6333	j@psonline.com
Safe-T (Skylands Area Fire Equipment & Training LLC)		Justine Grivalsky	973-579-3473	973-859-0904	sales@SAFE-Tonline.com
Safeware Inc.		Darryl Halterman	215-354-1404 ext. 1	215-354-1408	dhalterman@safewareinc.com
Turnout Fire & Safety Inc.		Joseph Chiusolo	201-963-9312	201-963-9314	joeturnoutuniforms.com
Lion Apparel (A80947)	Witmer Public Safety Group Inc.	James Witmer	800-852-6088 ext. 1153	888-335-9800	jtreggo@thefirestore.com
	Absolute Fire Protection	Tony Amorose	908-757-3600 ext. 22	908-757-3616	tonyv@absolutefire.com
Majestic Fire Apparel Inc. (A80955)	Breathe Safe Fire & Safety Equip. Co.	Ben Grove	215-343-4911	215-343-2726	bgrove@breathesafenow.com
	Firefighter One LLC	Jason Van Norman	973-940-3061	973-860-1388	sales@ffi.com
	Global Protection	Tom Grasso	856-768-2911	856-768-2922	Tom@apready.com
	Guard Line Fire & Safety	Wayne Dora	201-475-6600 ext. 147	201-703-8180	wdora@guardlinefire.com
	MES - PA	Colleen Gallagher	610-363-2270	610-363-6067	cmiller@mesfire.com



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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### TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0790 12-x-22281	FIREFIGHTER PROTECTIVE CLOTHING AND EQUIPMENT	INFRARED SYSTEMS GROUP LLC	80969

[TOP](#)

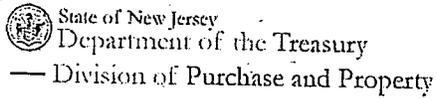


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**Notice of Award  
 Term Contract(s)**

**T-0790  
 FIREFIGHTER PROTECTIVE CLOTHING AND  
 EQUIPMENT**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JACKIE KEMERY

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

Download All Documents

- [Subcontractor List Adobe PDF \(123 kb\)](#)
- [NOA Price Lists Link](#)

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

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NOAs By Number

NOAs By Title

Search NOAs

<b>Index #:</b>	T-0790
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 04/01/12 TO: 03/31/15
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22281
<b>Bid Open Date:</b>	12/19/11
<b>CID #:</b>	1039827

<b>Contract#:</b>	80968
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	5% 9 NET 10
<b>Delivery:</b>	6 WEEKS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	INFRARED SYSTEMS GROUP LLC 305 PETTY ROAD LAWRENCEVILLE, GA 30043-4844
<b>Contact Person:</b>	PATRICIA C MORRIS
<b>Contact Phone:</b>	678-442-1234
<b>Order Fax:</b>	678-442-1295
<b>Contract#:</b>	80969
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	INTERNATIONAL SAFETY INSTRUMENTS 922 HURRICANE SHOALS RD LAWRENCEVILLE, GA 30043
<b>Contact Person:</b>	JASON TALUTO
<b>Contact Phone:</b>	678-495-3725
<b>Order Fax:</b>	678-495-3875
<b>Contract#:</b>	80973
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	LION APPAREL 7200 POE AVENUE DAYTON, OH 45414
<b>Contact Person:</b>	PEGGY CURTIS
<b>Contact Phone:</b>	800-421-2926
<b>Order Fax:</b>	877-803-1032
<b>Contract#:</b>	80947
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	60 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	SKYLANDS AREA FIRE EQUIPMENT & TRAINING, L.L.C.
<b>Trade Name:</b>	SAFE-T
<b>Address:</b>	23 HAMBURG TPK UNIT A RIVERDALE, NJ 07457-1162
<b>Certificate Number:</b>	1182180
<b>Effective Date:</b>	September 29, 2005
<b>Date of Issuance:</b>	September 27, 2012

**For Office Use Only:**  
20120927095026317

# PROPOSAL



23 Hamburg Turnpike  
 Suite A  
 Riverdale, NJ 07467  
 973 678 3473

TO: Jersey City Fire Department  
 465 Marin Blvd

DATE: 9/18/2012

REP: Dhollywood@Safe-Tonline.com

TEL: 973 418 2887

EMAIL:

ATTN: DC Joe Glancaspro

VALID UNTIL: 11/1/2012

TITLE: \_\_\_\_\_ F.O.B.:

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

TERMS: Net 30

#	QTY.	Part No.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	17	Elite XR/HR	ISG Elite XR/HR Thermal Imaging Package	\$8,500.00	\$144,500.00
2					
3					
4			STATE CONTRACT # 80989	\$0.00	
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
<b>TOTAL</b>					<b>\$144,500.00</b>

Thank you for the opportunity to quote these items.  
 Please contact me with any questions.

# Firefighter One



Fire, Police & EMS Supplies

26 Gail Court Suite #1 Sparta, NJ 07871  
 Phone (973) 940-3061 Fax (973) 860-1388  
 www.FF1.com

## ESTIMATE

Estimate #	10-12593
------------	----------

**Bill to Address:**

Jersey City Fire Dept.  
 465 Marin Blvd.  
 Jersey City, NJ 07302

**Ship to Address:**

Jersey City Fire Dept.  
 465 Marin Blvd.  
 Jersey City, NJ 07302

**ESTIMATE VALID FOR 60 DAYS**

Date	9/24/2012	Requested by	Purchasing	Sales Rep	JVN
------	-----------	--------------	------------	-----------	-----

Item	Description	Qty	Rate	Total
XR-HR	ISG ELITE XR-HR TIC Standard Packaging: 100K Super High Resolution Intelligent Focus Hot Spot Tracker 2x/4x Zoom 1-desk charger 2 - 3 Hour Batteries Standard Cardboard Carrying Case Users Manual/CD Quick Start Guide 1 Year Warranty (Can purchase up to 2 years extended warranty)  NEW JERSEY STATE CONTRACT # A80969 / INFRARED SYSTEMS GROUP LLC	17	9,895.50	168,223.50
<b>Total</b>				<b>\$168,223.50</b>

Signature: \_\_\_\_\_

Municipal P.O. [ ] Department to pay [ ]

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

P.O. # \_\_\_\_\_

**Patricia Vega**

---

**From:** Peter Folgado  
**Sent:** Thursday, September 20, 2012 12:31 PM  
**To:** Patricia Vega  
**Cc:** Patrice Lambert  
**Subject:** FW: Thermal Imaging Cameras/State Contract  
**Attachments:** 20120920121146027.pdf

Pat, Lets verify first that items are covered by said State Contract, secondly, if practicable, can we obtain a second quote ???

Thank you.

-----Original Message-----

**From:** Janis Feuchack [<mailto:JFeuchack@NJJCPS.ORG>]  
**Sent:** Thursday, September 20, 2012 12:26 PM  
**To:** Peter Folgado; Patricia Vega; Patricia Vega  
**Cc:** Jerome Cala  
**Subject:** FW: Thermal Imaging Cameras/State Contract

Attached please find two requisitions for thermal imaging cameras 0159592 for \$144,000 (Grant Acct 02 213 40 208 314) and R0159594 for \$500 (operating account 01 201 25 265 210). The new vendor info is attached along w a proposal. If you have questions or need clarification, please call. Thank you.

Janis Feuchack  
Fire Headquarters  
465 Marin Blvd.  
JCNJ 07302  
Phone: 201-547-4898  
Fax: 201-547-5298

-----Original Message-----

**From:** [FD-DO-Staff@njjcps.org](mailto:FD-DO-Staff@njjcps.org) [<mailto:FD-DO-Staff@njjcps.org>]  
**Sent:** Thursday, September 20, 2012 12:12 PM  
**To:** Janis Feuchack  
**Subject:**

This E-mail was sent from "RNP0E4BE1" (Aficio MP 2851).

Scan Date: 09.20.2012 12:11:45 (-0400)

**DISTRIBUTORS FOR FIRE FIGHTING PROTECTION CLOTHING AND EQUIPMENT (12-x-22281) - T0790**

Contract #	Distributors	Contact Person	Phone	Fax	eMail Address
946)	Mid-Atlantic Fire and Air Co.	Jim Yoder	610-372-5077	610-372-9553	jim.yoder@midatlanticfirear
	Nat Alexander Company	Lee Tamburrino	856-783-0720	856-782-8978	Lee.Tamburrino@midatlanti
Co. LLC	AAA Emergency Supply	Kenneith J. Kiel	914-949-0512	914-949-8344	mattm@aaaemergency.com
	Approved Fire Protection Co. Inc.	Glen Zehner	908-755-2222	908-769-1424	gzehner@afpnj.com
	Continental Fire & Safety	Gregory Gore	609-588-0096	609-584-0405	contfire1@aol.com
	Firefighters Equipment Co.	John Yawger	973-366-4466	973-366-7341	nancy@ffecni.com
	General Fire Sales & Service Inc.	Craig Ickes	610-307-4655	856-456-4655	generalfiressnj@aol.com
	Murphy Fire & Safety	Tom Murphy	201-998-8310	201-998-0669	tjmurphy58@aol.com
	New Jersey Fire Equipment Co.	George Fosdick	732-968-2121	973-968-4724	info@njfe.com
	State Line Fire & Safety Inc.	Frederick Kendall	201-391-3290	201-391-6487	statelinefire@optonline.net
	MES - PA	Colleen Gallagher	610-363-2270	610-363-6067	cmiller@mesfire.com
	Tasc Fire Apparatus	Cindy Cestone	732-431-1515	N/A	tascfire@verizon.net
a Inc.	Firefighters Equipment Co.	John Yawger	973-366-4466	973-366-7341	nancy@ffecni.com
	Mid-Atlantic Fire and Air Co.	Jim Yoder	610-372-5077	610-372-9553	jim.yoder@midatlanticfirear
up LLC	Firefighter One LLC	Jason Van Norman	973-940-3061	973-860-1388	sales@ff1.com
	Public Safety Outfitters	Joseph Loverdi	856-589-2997	856-589-6333	il@psonline.com
	Safe-T (Skylands Area Fire Equipment & Training LLC)	Justine Grivalsky	973-579-3473	973-859-0904	sales@SAFE-Tonline.com
47)	Safeware Inc.	Darryl Halterman	215-354-1404 ext. 1	215-354-1408	dhalterman@safewareinc.co
	Turnout Fire & Safety Inc.	Joseph Chiusolo	201-963-9312	201-963-9314	joe@turnoutuniforms.com
	Witmer Public Safety Group Inc.	James Witmer	800-852-6088 ext. 1153	888-335-9800	jtrego@thefirestore.com
d Inc.	Absolute Fire Protection	Tony Amorose	908-757-3600 ext. 22	908-757-3616	tony@absolutefire.com
	Breathe Safe Fire & Safety Equip. Co.	Ben Grove	215-343-4911	215-343-2726	bgrove@breathesafenow.co
	Firefighter One LLC	Jason Van Norman	973-940-3061	973-860-1388	sales@ff1.com
	Global Protection	Tom Grasso	856-768-2911	856-768-2922	Tom@gpready.com
	Guard Line Fire & Safety	Wayne Dora	201-475-6600 ext. 147	201-703-8180	wdora@guardlinefire.com
	MES - PA	Colleen Gallagher	610-363-2270	610-363-6067	cmiller@mesfire.com



State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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### TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0790 12-x-22281	FIREFIGHTER PROTECTIVE CLOTHING AND EQUIPMENT	INFRARED SYSTEMS GROUP LLC	80969

TOP

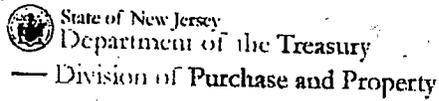


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**Notice of Award  
 Term Contract(s)**

**T-0790  
 FIREFIGHTER PROTECTIVE CLOTHING AND  
 EQUIPMENT**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JACKIE KEMERY

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

Download All Documents

- [Subcontractor List Adobe PDF \(123 kb\)](#)
- [NOA Price Lists Link](#)

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

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NOAs By Number

NOAs By Title

Search NOAs

<b>Index #:</b>	T-0790
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 04/01/12 TO: 03/31/15
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22281
<b>Bid Open Date:</b>	12/19/11
<b>CID #:</b>	1039827

<b>Contract#:</b>	80968
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	5% 9 NET 10
<b>Delivery:</b>	6 WEEKS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	INFRARED SYSTEMS GROUP LLC 305 PETTY ROAD LAWRENCEVILLE, GA 30043-4844
<b>Contact Person:</b>	PATRICIA C MORRIS
<b>Contact Phone:</b>	678-442-1234
<b>Order Fax:</b>	678-442-1295
<b>Contract#:</b>	80969
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	INTERNATIONAL SAFETY INSTRUMENTS 922 HURRICANE SHOALS RD LAWRENCEVILLE, GA 30043
<b>Contact Person:</b>	JASON TALUTO
<b>Contact Phone:</b>	678-495-3725
<b>Order Fax:</b>	678-495-3875
<b>Contract#:</b>	80973
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	LION APPAREL 7200 POE AVENUE DAYTON, OH 45414
<b>Contact Person:</b>	PEGGY CURTIS
<b>Contact Phone:</b>	800-421-2926
<b>Order Fax:</b>	877-803-1032
<b>Contract#:</b>	80947
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	60 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

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

City Clerk File No. Res. 12-779

Agenda No. 10.U

Approved: OCT 24 2012

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO SMITH-SONDY ASPHALT., FOR RESURFACING OF VARIOUS STREETS, PROJECT NO. 12-004 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

### 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 **Resurfacing of Various Streets, Project No. 12-004** to the City of Jersey City for the Department of Public Works/Division of Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Eight (8) Bids**, the lowest responsible bid being that from **Smith-Sondy Asphalt.**, 150 Anderson Avenue, Wallington New Jersey 07057, in the total bid amount of **Five Million, Eight Hundred Seventy Four Thousand, One Hundred Eighty Six (\$5,874,186.25) Dollars and Twenty Five Cents**; and

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

**WHEREAS**, the sum of **Five Millions Eight Hundred Seventy Four Thousand, One Hundred Eighty Six (\$5,874,186.25) Dollars and Twenty Five Cents**, is available in the 2012 temporary and permanent budget; and

**WHEREAS**, the sum of **Five Million Five Hundred Thirty Thousand (5,530,000.00) Dollars**, is available in **Capital Funds Account No. 04-215-55-903-990**, the sum of **Two Hundred Seventy Five Thousand (\$275,000.00) Dollars** is available in the **CDBG -FY2013 Account No. 54-200-56-851-632**, the sum of **Sixty Nine Thousand, One Hundred Eighty Six (\$69,186.25) Dollars and Twenty Five Cents** is available in the **Capital Funds Account No. 04-215-55-842-990** and the sum of **Three Hundred Thousand (\$300,000.00) Dollars** is available in the **Capital Funds Account No. 04-215-55-842-990**; and

Dept. of Public Works/Div. Of Engineering/Traffic & Transportation			
Acct. No.	P.O. #		Amount
04-215-55-903-990	108044	Capital Funds	\$5,530,000.00
54-200-56-851-632	108045	CDBG -FY2013	\$275,000.00
04-215-55-842-990	108046	2008 Capital Funds	\$69,186.25
		<b>Total Contract</b>	<b>\$5,874,186.25</b>
04-215-55-842-990	108047	2008 Capital Funds	\$300,000.00
		Conting. 5%	

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

**WHEREAS**, if funds are not available for the contract in the 2012 permanent budgets, the contract will be terminated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Smith-Sondy Asphalt**, 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

(Continued on page 2)

City Clerk File No. Res. 12-779

Agenda No. 10.U OCT 24 2012

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO SMITH-SONDY ASPHALT., FOR RESURFACING OF VARIOUS STREETS, PROJECT NO. 12-004 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

**RESOLVED**, this contract 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. 53-200-56-851-520

Dept. of Public Works/Div. Of Engineering/Traffic & Transportation			
Acct. No.	P.O. #		Amount
04-215-55-903-990	108044	Capital Funds	\$5,530,000.00
54-200-56-851-632	108045	CDBG -FY2013	\$275,000.00
04-215-55-842-990	108046	2008 Capital Funds	\$69,186.25
		<b>Total Contract</b>	<b>\$5,874,186.25</b>
04-215-55-842-990	108047	2008 Capital Funds	\$300,000.00
		<del>Conting. 5%</del>	

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

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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 SMITH-SONDY ASPHALT., FOR RESURFACING OF VARIOUS STREETS, PROJECT NO. 12-004 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Eight (8)

**DATE BIDS WERE PUBLICLY RECEIVED:**

October 14, 2012

**NUMBERS OF BIDS RECEIVED:**

Eight (8)

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

Resurfacing of Various Streets, Project No. 12-004 for Jersey City Department of Public Works/Division of Engineering, Traffic & Transportation

**BIDDER'S INFORMATION:**

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

	Grand Total Bid Price
1) Smith-Sondy Asphalt 150 Anderson Avenue, Wallington, NJ 07057	\$5,874,186.25
2) Tilcon New York, Inc 325 MT. Hope Road Wharton NJ 07885	\$6,037,158.35
3) AJM Contractros, Inc 300 Kuller Road Clifton, NJ 07011	\$6,043,925.00
4) J.A Alexander 130-158 JFK Dr North Bloomfield, NJ 07003	\$6,136,184.08
5) Green Construction, Inc 26 Elizabeth Street P.O Box 550 South River, NJ 08882	\$6,397,449.00

- |    |  |                |
|----|--|----------------|
| 6) | English Paving Company Inc<br>650 Route 46 West<br>Clifton, NJ 07013   | \$6,701,294.55 |
| 7) | Black Rock Enterprises<br>1316 English Road<br>Old Bridge, NJ 08857    | \$7,261,251.95 |
| 8) | Top Line Construction Corp.<br>22 Fifth Street<br>Somerville, NJ 08876 | \$7,411,491.23 |

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

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

Date

10/17/14

Peter Folgado, Director of Purchasing, RPPO, QPA

Taxpayer Identification# 221-453-733/000

03/16/10

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-6242.

Wishing you continued success in your business endeavors.

Sincerely,  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 250  
TRENTON, NJ 08646-0250

TAXPAYER NAME  
SMITH-SONDY ASPHALT CONSTRUCTION CO.

TRADE NAME  
SEQUENCE NUMBER  
0103922

ADDRESS  
150 ANDERSON AVE  
WALLINGTON, NJ 07057-1112

ISSUANCE DATE  
03/16/10

EFFECTIVE DATE  
04/20/48

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



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0103922 FOR SMITH-SONDY ASPHALT CONSTRUCTION CO. IS  
VALID.

VERIFIED  
PC

Certificate Number  
613971

Registration Date: 04/03/2011  
Expiration Date: 04/02/2013



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Smith-Sondy Asphalt Construction Co.

Responsible Representative(s):  
Joseph C. Smith, President  
Nicola P. Genchi, Vice-President

Responsible Representative(s):

A handwritten signature in cursive script, appearing to read "Harold J. Wirths".

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

This certificate may not be transferred or assigned  
and may be revoked.



ITEM NO. 6 CONSTRUCTION IDENTIFICATION SIGN (48" x 48") \$ 1,200.00

3 Units @ \$ 400.00 per Unit

Four hundred dollars and zero cents  
(Write Unit Price)

ITEM NO. 7 TEMPORARY PAVEMENT MARKERS \$ 1,200.00

400 Units @ \$ 3.00 per Unit

Three dollars and zero cents  
(Write Unit Price)

ITEM NO. 8 TEMPORARY TRAFFIC STRIPES, 4" WIDE \$ 9,559.00

7,900 L.F. @ \$ 1.21 per Linear Feet

One dollar and twenty-one cents  
(Write Unit Price)

ITEM NO. 9 HMA PATCH \$ 12,000.00

200 Tons @ \$ 60.00 per Ton

Sixty dollars and zero cents  
(Write Unit Price)

ITEM NO. 10 TRAFFIC DIRECTOR, FLAGGER. \$ 24,570.00

450 Hours @ \$ 54.60 per Hour

Fifty-four dollars and sixty cents  
(Write Unit Price)

ITEM NO. 11      **TRAFFIC DIRECTOR, JERSEY CITY POLICE**      \$ 360,000.00

9,000 Hours @ \$ 40.00 per Hour

Forty Dollars and No Cents

(Write Unit Price)

ITEM NO. 12      **TRAFFIC DIRECTOR, JERSEY CITY POLICE**      \$ 34,500.00  
( O.T.RATE, 7:00AM TO 4:00PM )

600 Hours @ \$ 57.50 per Hour

Fifty Seven Dollars and Fifty Cents

(Write Unit Price)

ITEM NO. 13      **TRAFFIC DIRECTOR, JERSEY CITY POLICE**      \$ 20,250.00  
( O.T.RATE + NIGHT DIFFERENTIAL 4:00PM TO 6:00AM )

300 Hour @ \$ 67.50 per Hour

Sixty Seven Dollars and Fifty Cents

(Write Unit Price)

ITEM NO. 14      **TRAFFIC DIRECTOR, NIGHT TIME**      \$ 18,500.00  
JC POLICE (NIGHT DIFFERENTIAL 4:00PM TO 6:00AM )

370 Hour @ \$ 50.00 per Hour

Fifty Dollars and No Cents

(Write Unit Price)

ITEM NO. 15      **TRAFFIC DIRECTOR, SUPERVISOR, JC POLICE**      \$ 38,000.00

760 Hours @ \$ 50.00 per Hour

Fifty Dollars and No Cents

(Write Unit Price)

<b>ITEM NO. 16</b>	<b>TRAFFIC DIRECTOR, SUPERVISOR, JC POLICE</b> <b>( O.T. RATE AFTER 8 HOURS )</b>  80 Hour @ \$ <u>72.50</u> per Hour  Seventy Two Dollars and Fifty Cents <hr/> (Write Unit Price)	\$ <u>5,800.00</u>
<b>ITEM NO. 17</b>	<b>TRAFFIC DIRECTOR, SUPERVISOR, JC POLICE</b> <b>( O.T.RATE + NIGHT DIFFERENTIAL 4:00PM TO 6:00AM.)</b>  40 Hour @ \$ <u>82.50</u> per Hour  Eighty Two Dollars and Fifty Cents <hr/> (Write Unit Price)	\$ <u>3,300.00</u>
<b>ITEM NO. 18</b>	<b>TRAFFIC DIRECTOR, NIGHT TIME SUPERVISOR</b> <b>(4:00PM TO 6:00AM ) JERSEY CITY POLICE</b>  40 Hour @ \$ <u>60.00</u> per Hour  Sixty Dollars and No Cents <hr/> (Write Unit Price)	\$ <u>2,400.00</u>
<b>ITEM NO. 19</b>	<b>POLICE VEHICLE AND FUEL.</b>  120 Hours @ \$ <u>10</u> per Hour  Ten Dollars and No Cents <hr/> (Write Unit Price)	\$ <u>1,200.00</u>
<b>ITEM NO. 20</b>	<b>ASPHALT ADJUSTMENT PRICE</b>  Lump Sum Twenty Five Thousand & No Cents <hr/> (Write Unit Price)	\$ <u>25,000.00</u>

ITEM NO. 21	SAW CUTTING, 10" OR LESS	\$ <u>8,970.00</u>
	7,800 L.F. @ \$ <u>1.15</u> per Linear Foot	
	<u>One dollar and fifteen cents</u> (Write Unit Price)	
ITEM NO. 22	H.M.A MILLING, 3" OR LESS	\$ <u>706,350.00</u>
	277,000 S.Y. @ \$ <u>2.55</u> per Square Yard	
	<u>Two dollars and fifty-five cents</u> (Write Unit Price)	
ITEM NO. 23	HMA PAVEMENT REPAIR.	\$ <u>55,986.00</u>
	700 Tons @ \$ <u>79.98</u> per Ton	
	<u>Seventy-nine dollars and ninety-eight cents</u> (Write Unit Price)	
ITEM NO. 24	HMA, 19H64 BASE COURSE	\$ <u>9,000.00</u>
	150 Tons @ \$ <u>60.00</u> per Ton	
	<u>Sixty dollars and zero cents</u> (Write Unit Price)	
ITEM NO. 25	HMA, 12.5H64 SURFACE COURSE	\$ <u>2,821,540.00</u>
	35,500 Tons @ \$ <u>79.48</u> per Ton	
	<u>Seventy-nine dollars and forty-eight cents</u> (Write Unit Price)	

ITEM NO. 26	HMA, 12.5H76 SURFACE COURSE	\$ <u>118,950.00</u>
	1,300 Tons @ \$ <u>91.50</u> per Ton	
	<u>Ninety-one dollars and fifty cents</u> (Write Unit Price)	
ITEM NO. 27	NEW CATCH BASIN, TYPE A	\$ <u>4,540.00</u>
	2 Units @ \$ <u>2,270.00</u> per Unit	
	<u>Two thousand, two hundred seventy dollars and</u> (Write Unit Price) <u>zero cents</u>	
ITEM NO. 28	NEW CATCH BASIN, TYPE B	\$ <u>200,930.00</u>
	71 Units @ \$ <u>2,830.00</u> per Unit	
	<u>Two thousand, eight hundred thirty dollars</u> (Write Unit Price) <u>and zero cents</u>	
ITEM NO. 29	NEW CATCH BASIN, TYPE E	\$ <u>14,500.00</u>
	5 Units @ \$ <u>2,900.00</u> per Unit	
	<u>Two thousand, nine hundred dollars and zero</u> (Write Unit Price) <u>cents</u>	
ITEM NO. 30	RECONSTRUCTED CB, TYPE B. USING EXISTING CASTING	\$ <u>1,375.00</u>
	5 Units @ \$ <u>275.00</u> per Unit	
	<u>Two hundred seventy-five dollars and zero</u> (Write Unit Price) <u>cents</u>	

ITEM NO. 31 RECONSTRUCTED CB,TYPE B \$ 4,850.00  
USING NEW CASTING

5 Units @ \$ 970.00 per Unit

Nine hundred seventy dollars and zero cents  
(Write Unit Price)

ITEM NO. 32 REPAIRED CATCH BASIN WALL \$ 10,905.00

250 S.F. @ \$ 43.70 per Square Foot

Forty-three dollars and seventy cents  
(Write Unit Price)

ITEM NO. 33 CATCH BASIN CASTING,TYPE B \$ 43,250.00

50 Units @ \$ 865.00 per Unit

Eight hundred sixty-five dollars and zero cents  
(Write Unit Price)

ITEM NO. 34 CATCH BASIN CASTING,TYPE E \$ 4,700.00

5 Units @ \$ 940.00 per Unit

Nine hundred forty dollars and zero cents  
(Write Unit Price)

ITEM NO. 35 CAST IRON CURB PIECE TYPE N, 4" HIGH \$ 8,120.00

28 Units @ \$ 290.00 per Unit

Two hundred ninety dollars and zero cents  
(Write Unit Price)

ITEM NO. 36 CAST IRON CURB PIECE TYPE N, 6" HIGH \$ 5,720.00

18 Units @ \$ 290.00 per Unit

Two hundred ninety dollars and zero cents  
(Write Unit Price)

ITEM NO. 37 CAST IRON CURB PIECE TYPE N, 8" HIGH \$ 14,500.00

50 Units @ \$ 290.00 per Unit

Two hundred ninety dollars and zero cents  
(Write Unit Price)

ITEM NO. 38 BICYCLE SAFE GRATE, 21 $\frac{1}{4}$ " x 47 $\frac{1}{4}$ " \$ 7,592.00

26 Units @ \$ 292.00 per Unit

Two hundred ninety-two dollars and zero cents  
(Write Unit Price)

ITEM NO. 39 DRIVEWAY ACCESS BACK PLATE \$ 2,375.00

5 Units @ \$ 475.00 per Unit

Four hundred seventy-five dollars and zero cents  
(Write Unit Price)

ITEM NO. 40 CATCH BASIN TRAP \$ 39,500.00

50 Units @ \$ 790.00 per Unit

Seven hundred ninety dollars and zero cents  
(Write Unit Price)

ITEM NO. 41      CATCH BASIN WALL PLATE      \$ 50.00  
50 Units @ \$ 1.00 per Unit  
One dollar and zero cents  
(Write Unit Price)

ITEM NO. 42      RESET EXISTING CASTINGS      \$ 96,600.00  
300 Units @ \$ 322.00 per Unit  
Three hundred twenty-two dollars and  
(Write Unit Price)      zero cents

ITEM NO. 43      RESET JUNCTION BOX CASTING      \$ 4,950.00  
15 Units @ \$ 330.00 per Unit  
Three hundred thirty dollars and zero cents  
(Write Unit Price)

ITEM NO. 44      RELOCATE JUNCTION BOX      \$ 14,000.00  
10 Units @ \$ 1,400.00 per Unit  
One thousand four hundred dollars and  
(Write Unit Price)      zero cents

ITEM NO. 45      MANHOLE CASTING, CATLOG NO:1007D      \$ 151,704.00  
252 Units @ \$ 602.00 per Unit  
Six hundred two dollars and zero cents  
(Write Unit Price)

ITEM NO. 46 MAHOLE CASTING, CATLOG NO:1012B \$ 30,660.00  
WITH 4428 COVER

21 Units @ \$ 1,460.00 per Unit

One thousand four hundred sixty dollars and zero cents  
(Write Unit Price)

ITEM NO. 47 DENSE GRADED AGGREGATE BACKFILL \$ 2,200.00

100 Tons @ \$ 22.00 per Ton

Twenty-two dollars and zero cents  
(Write Unit Price)

ITEM NO. 48 12" DIP CLASS 52 (IF AND WHERE WERE DIRECTED) \$ 2,001.00

60 L.F. @ \$ 33.35 per Linear Foot

Thirty-three dollars and thirty-five cents  
(Write Unit Price)

ITEM NO. 49 16" DIP CLASS 52 (IF AND WHERE WERE DIRECTED) \$ 2,670.00

60 L.F. @ \$ 44.50 per Linear Foot

Forty-four dollars and fifty cents  
(Write Unit Price)

ITEM NO. 50 CONCRETE SIDEWALK, 4" THICK \$ 415,250.00

7,550 S.Y. @ \$ 55.00 per Square Yard

Fifty-five dollars and zero cents  
(Write Unit Price)

ITEM NO. 51 GRAY CONCRETE SIDEWALK, 4" THICK \$ 23,557.50

270 S.Y. @ \$ 87.25 per Square Yard

Eighty-seven dollars and twenty-five cents  
(Write Unit Price)

ITEM NO. 52 CONCRETE DRIVEWAY, REINFORCED, 6" TH. \$ 4,672.00

80 S.Y. @ \$ 58.40 per Square Yard

Fifty-eight dollars and forty cents  
(Write Unit Price)

ITEM NO. 53 CONCRETE DRIVEWAY, REINFORCED, 8" TH. \$ 4,200.00

50 S.Y. @ \$ 84.00 per Square Yard

Eighty-four dollars and zero cents  
(Write Unit Price)

ITEM NO. 54 CAST IN PLACE DETECTABLE WARNING SURFACE \$ 43,862.95

277 S.Y. @ \$ 158.35 per Square yard

One hundred fifty-eight dollars and thirty-five cents  
(Write Unit Price)

ITEM NO. 55 9" X 20" CONCRETE VERTICAL CURB \$ 183,000.00

7,500 L.F. @ \$ 24.40 per Linear Foot

Twenty-four dollars and forty cents  
(Write Unit Price)

ITEM NO. 56      9" X 20" GRAY CONCRETE VERTICAL CURB      \$ 9,945.00

300 L.F. @ \$ 33.15 per Linear Foot

Thirty-three dollars and fifteen cents  
(Write Unit Price)

ITEM NO. 57      TRAFFIC MARKINGS, LINES, LONG LIFE      \$ 53,000.00  
THERMOPLASTIC, 4" WIDE

100,000 L.F. @ \$ 0.53 per Linear Foot

Zero dollars and fifty three cents  
(Write Unit Price)

ITEM NO. 58      TRAFFIC MARKINGS, SYMBOLS, LONG LIFE      \$ 13,200.00  
THERMOPLASTIC

2,400 S.F. @ \$ 5.50 per Square Foot

Five dollars and fifty cents  
(Write Unit Price)

ITEM NO. 59      RESET WATER VALVE BOX      \$ 16,500.00  
(RAISE/LOWER ENTIRE BOX)

50 Units @ \$ 330.00 per Unit

Three hundred thirty dollars and zero cents  
(Write Unit Price)

ITEM NO. 60      RESET WATER VALVE BOX      \$ 2,720.00  
(WITH RISER)

80 Units @ \$ 34.00 per Unit

Thirty-four dollars and zero cents  
(Write Unit Price)

ITEM NO. 61 NEW WATER VALVE BOX \$ 34,125.00  
(ENTIRE ASSEMBLY)

50 Units @ \$ 682.50 per Unit

Six hundred eighty-two dollars and fifty cents  
(Write Unit Price)

ITEM NO. 62 NEW WATER VALVE BOX \$ 36,000.00  
(UPPER ASSEMBLY)

75 Units @ \$ 480.00 per Unit

Four hundred eighty dollars and zero cents  
(Write Unit Price)

ITEM NO. 63 LOOP DETECTOR \$ 28,689.00

1460 L.F. @ \$ 19.65 per Linear Foot

Nineteen dollars and sixty-five cents  
(Write Unit Price)

ITEM NO. 64 REGULATORY AND WARNING TRAFFIC SIGN \$ 7,200.00  
WITH STEEL U POST

200 S.F. @ \$ 36.00 per Square Foot

Thirty-six dollars and zero cents  
(Write Unit Price)

ITEM NO. 65 RELOCATE EXISTING TRAFFIC SIGN ON \$ 1,638.00  
NEW STEEL U POST

12 Units @ \$ 136.50 per Unit

One hundred thirty six dollars and fifty cents  
(Write Unit Price)

ITEM NO. 66

RELOCATE OR REMOVE EXISTING  
TRAFFIC SIGN

\$ 1,638.00

12 Units @ \$ 136.50 per Unit

One hundred thirty-six dollars and fifty cents  
(Write Unit Price)

ITEM NO. 67

REFLECTIVE SIGN POST WRAP

\$ 42,000.00

200 Units @ \$ 210.00 per Unit

Two hundred ten dollars and zero cents  
(Write Unit Price)

**TOTAL BID PRICE**

\$ 5,874,186.25 <sup>(u)</sup>

(In figures)

\$ Five million, eight hundred seventy-four thousand, one hundred eighty-six

(Price in Words, Dollars and Cents) dollars and twenty-five cents



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

City Clerk File No. Res. 12-780

Agenda No. 10.V

Approved: OCT 24 2012

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FAIGON ELECTRICAL CONTRACTORS. FOR THREE TRAFFIC SIGNALS, (GARFIELD AVE. & STEGMAN ST, GREENE ST. & MORGAN ST, WEST SIDE AVE & CLAREMONT AVE) PROJECT NO. 11-003 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**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 **Three Traffic Signals, Project No. 11-003** for the Department of Public Works/Division of Engineering, Traffic and Transportation pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, the lowest bid being that from **Faigon Electrical Contractors, 140 Eleventh Street, Piscataway, New Jersey 08854**, in the total bid amount of **Five Hundred Nine Eight Thousand, Five Hundred Twenty Seven (\$598,527.00) Dollars**; and

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

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

**WHEREAS**, the sum of **Five Hundred Thirty Eight Thousand, Five Hundred Twenty Seven (538,527.00) Dollars**, is available in **NJDOT FY 11 Grant Account No. 02-213-41-186-314**, the sum of **Sixty Thousand (60,00.00) Dollars** is available in the **General Capital Account No. 04-215-55-913-990** and the sum of **Fifty Three Thousand, Eight Hundred, Fifty Two (\$53,852.70) Dollars and Seventy Cents** is available in **General Account No. 04-215-55-913-990**; and

**Department of Public Works/Div. of Engineering, Traffic & Transportation**

<b>Account Number:</b>	<b>P.o. No.</b>		<b>Amount</b>
02-213-41-186-314	108038	NJDOT FY 11 Grant	\$538,527.00
04-215-55-913-990	108039	Police Hours	<u>\$60,000.00</u>
			\$598,527.00
04-215-55-913-990	108040	Conting. 10%	<u>\$53,852.70</u>
		<b>Total Encumbrance</b>	<b>\$652,379.70</b>

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

TITLE:

(continued Page 2)

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FAIGON ELECTRICAL CONTRACTORS FOR THREE TRAFFIC SIGNALS, (GARFIELD AVE. & STEGMAN ST, GREENE ST. & MORGAN ST, WEST SIDE AVE & CLAREMONT AVE) PROJECT NO. 11-003 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

**Department of Public Works/Div. of Engineering, Traffic & Transportation**

Account Number:	P.O No.		Amount
02-213-41-186-314	108038	NJDOT FY 11 Grant	\$538,527.00
04-215-55-913-990	108039	Police Hours	\$60,000.00
			\$598,527.00
04-215-55-913-990	108040	Conting. 10%	\$53,852.70
		<b>Total Encumbrance</b>	<b>\$652,379.70</b>

Approved by Peter Folgado, Purchasing Director, RPPO, QPA

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

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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 FAIGON ELECTRICAL CONTRACTORS FOR THREE TRAFFIC SIGNALS (GARFIELD AVE. & STEGMAN STREET, GREENE STREET. & MORGAN STREET, WEST SIDE AVENUE & CLAREMONT AVENUE) PROJECT NO. 11-003 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Seven (7)

**DATE BIDS WERE PUBLICLY RECEIVED:**

September 13, 2012

**NUMBERS OF BIDS RECEIVED:**

Three (3)

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

Three Traffic Signals, ( Garfield Ave & Stegman St, Greene St & Morgan St, West Side Ave & Claremont Ave) Project No 11-003 for the Department of Public Works/Division of Building & Street Maintenance

**BIDDER'S INFORMATION:**

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

	Grand Total Bid Price
1) Faigon Electrical Contractors 140 Eleventh Street Piscataway, NJ08854	\$598,527.00
2) Tiffany Electric 3 Edison Place Fairfield, NJ 07004	\$641,072.50
3) Kevco Electric Inc P.O Box 2360 Bloomfield, NJ 07003	\$768,692.25

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

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

Date

10/17/12

Peter Folgado, Director of Purchasing, RPPO,QPA

New Jersey Department of Transportation  
 Division of Local Aid And Economic Development  
 Summary of Bids - State Aid

Project Three Traffic Signals - Project No. 11-003

at Garfield/Carteret and Garfield/Stegman

Municipality Jersey City

County Hudson

Item #	Description	Quantity	Unit	Unit Price	Amount	Contractor Name		Unit Price	Amount	Unit Price	Amount
						Contractor Name	Street Address				
1	Construction Layout	1	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$13,000.00	\$13,000.00	\$12,350.00	\$12,350.00
2	Construction Signs	200	SF	\$50.00	\$10,000.00	\$10.00	\$2,000.00	\$8.50	\$1,700.00	\$1.00	\$200.00
3	Drum	25	EA	\$75.00	\$1,875.00	\$1.00	\$25.00	\$10.00	\$250.00	\$1.00	\$25.00
4	Traffic Cone	100	EA	\$20.00	\$2,000.00	\$10.00	\$1,000.00	\$1.00	\$100.00	\$1.00	\$100.00
5	NO ITEM				\$0.00		\$0.00		\$0.00		\$0.00
6	Clearing Site	1	LS		\$0.00	\$26,500.00	\$26,500.00	\$15,000.00	\$15,000.00	\$56,630.00	\$56,630.00
7	Excavation, Unclassified	50	CY	\$35.00	\$1,750.00	\$35.00	\$2,750.00	\$50.00	\$2,500.00	\$75.00	\$3,750.00
8	1 1/2" Reinforced Concrete Pipe	25	LF	\$100.00	\$2,500.00	\$100.00	\$2,500.00	\$105.00	\$2,625.00	\$70.00	\$1,750.00
9	Catchbasin, Type A	2	EA	\$2,000.00	\$4,000.00	\$2,450.00	\$4,900.00	\$1,900.00	\$3,800.00	\$3,900.00	\$7,800.00
10	Reset Existing Castings	4	EA	\$400.00	\$1,600.00	\$450.00	\$1,800.00	\$315.00	\$1,260.00	\$270.00	\$1,080.00
11	Bicycle Safe Gate, 21 3/4" x 47 3/4"	4	EA	\$400.00	\$1,600.00	\$350.00	\$1,400.00	\$315.00	\$1,260.00	\$370.00	\$1,480.00
12	Cast Iron Curb Piece, Type N, 6" High	5	EA	\$400.00	\$2,000.00	\$410.00	\$2,050.00	\$420.00	\$2,100.00	\$400.00	\$2,000.00
13	Concrete Sidewalk, 4" Thick	800	SY	\$50.00	\$40,000.00	\$52.00	\$41,600.00	\$63.00	\$50,400.00	\$104.50	\$83,600.00
14	Concrete Driveway, 6" Thick	50	SY	\$55.00	\$2,750.00	\$75.00	\$3,750.00	\$74.00	\$3,700.00	\$84.00	\$4,200.00
15	Cast In Place Detectable Warning Surface	14.4	LF	\$300.00	\$4,320.00	\$165.00	\$2,376.00	\$250.00	\$3,600.00	\$230.00	\$3,312.00
16	9" x 20" Concrete Vertical Curb	1000	LF	\$35.00	\$35,000.00	\$30.00	\$30,000.00	\$36.00	\$36,000.00	\$47.00	\$47,000.00
17	Traffic Markings Lines, LL, Thermoplastic, 4" Wide	650	LF	\$1.00	\$650.00	\$1.10	\$715.00	\$1.25	\$812.50	\$1.25	\$812.50
18	Traffic Markings, Symbols, LL, Thermoplastic	1800	SF	\$5.00	\$9,000.00	\$4.50	\$8,100.00	\$5.00	\$9,000.00	\$5.00	\$9,000.00
19	Regulatory and Warning Sign with Steel U-Post	275	SF	\$50.00	\$13,750.00	\$40.00	\$11,000.00	\$40.00	\$11,000.00	\$45.00	\$12,375.00
20	Removal of Traffic Markings	600	SF	\$1.00	\$600.00	\$2.25	\$1,350.00	\$2.50	\$1,500.00	\$2.50	\$1,500.00
21	2" Rigid Metallic Conduit	440	LF	\$40.00	\$17,600.00	\$23.00	\$10,120.00	\$21.00	\$9,240.00	\$33.00	\$14,520.00
22	3" Rigid Metallic Conduit	1400	LF	\$60.00	\$84,000.00	\$42.00	\$58,800.00	\$40.00	\$56,000.00	\$55.00	\$77,000.00
23	18" x 36" Junction Box	20	EA	\$2,000.00	\$40,000.00	\$1,665.00	\$33,300.00	\$2,000.00	\$40,000.00	\$1,830.00	\$36,600.00
25	Foundation, Type SPF	1	EA	\$1,000.00	\$1,000.00	\$860.00	\$860.00	\$950.00	\$950.00	\$740.00	\$740.00
26	Foundation, Type SFK	2	EA	\$2,000.00	\$4,000.00	\$1,575.00	\$3,150.00	\$1,900.00	\$3,800.00	\$1,260.00	\$2,520.00
27	Foundation, Type P-MC	3	EA	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$2,100.00	\$6,300.00	\$1,820.00	\$5,460.00
28	Meter Cabinet, Type T	3	EA	3000	\$9,000.00	\$1,795.00	\$5,385.00	1825	\$5,475.00	\$1,770.00	\$5,310.00

I hereby certify that this is a true copy of the bids received on \_\_\_\_\_

(Engineer)

**New Jersey Department of Transportation  
Division of Local Aid And Economic Development  
Summary of Bids - State Aid**

**Project** Three Traffic Signals - Project No. 11-003

**Municipality** at Garfield/Carteret and Garfield/Stegman  
Jersey City

**County** Hudson

Item #	Description	Quantity	Unit	Unit Price	Amount	Contractor Name		Contractor Name		Contractor Name					
						Engineer's Estimate	Contractor Name	Street Address	City/State/Zip	Contractor Name	Street Address	City/State/Zip	Contractor Name	Street Address	City/State/Zip
29	Foundation, Type STR	1	EA	4500	\$4,500.00	\$3,650.00	Falgon Electrical Contractors	140 Eleventh St	Piscataway, NJ 08854	Tiffany Electric	3 Edison Pl	Fairfield, NJ 07004	Keveco Electric, Inc	PO Box 2360	Bloomfield, NJ 07003
30	Service Wire, No. 6 AWG	250	LF	6.5	\$1,625.00	\$4.40									
31	Ground Wire, No. 8 AWG	1860	LF	5	\$9,300.00	\$2.10									
32	Controller, 8 Phase 2/Battery Backup System	3	EA	45000	\$132,000.00	\$16,425.00									
33	Traffic Signal Standard, Aluminum	16	EA	2000	\$32,000.00	\$2,130.00									
34	Traffic Signal Standard, Steel	1	EA	5500	\$5,500.00	\$5,100.00									
35	Pedestrian Signal Standard	1	EA	1000	\$1,000.00	\$710.00									
36	Traffic Signal Mast Arm, Aluminum	14	EA	2500	\$35,000.00	\$1,675.00									
37	Traffic Signal Mast Arm, Steel	1	EA	5000	\$5,000.00	\$4,770.00									
38	Traffic Signal Cable, 2 Conductor	700	LF	5	\$3,500.00	\$1.95									
39	Traffic Signal Cable, 5 Conductor	1850	LF	5	\$9,250.00	\$2.40									
40	Traffic Signal Cable, 10 Conductor	3225	LF	10	\$32,250.00	\$3.00									
41	Traffic Signal Head	23	EA	1400	\$32,200.00	\$895.00									
42	Pedestrian Signal Head	16	EA	1200	\$19,200.00	\$790.00									
43	Accessible Pedestrian Push Button Station	6	EA	1100	\$6,600.00	\$320.00									
44	Video Image Detector, Type 1, 2 Camera System	2	EA	8500	\$17,000.00	\$8,795.00									
45	Video Image Detector, Type 1, 3 Camera System	1	EA	8500	\$8,500.00	\$14,950.00									
46	Controller Turn-On	3	EA	2500	\$7,500.00	\$2,700.00									
47	APS Central Control Unit	3	EA	5000	\$15,000.00	\$250.00									
48	Trimming Existing Tree, Over 6" to 12" Dia	8	EA	450	\$3,600.00	\$500.00									
49	Tree Removal, Over 24" to 36" Dia	2	EA	1000	\$2,000.00	\$2,200.00									
50	Reflective Sign Post Wrap	24	EA	125	\$3,000.00	\$115.00									
51	Traffic Director, JC Police	650	HR	40	\$26,000.00	\$40.00									
52	Traffic Director, JC Police (Overtime Rate)	80	HR	57.5	\$4,600.00	\$57.50									
53	Traffic Director, Night-Time, JC Pol (Night Differential)	110	HR	50	\$5,500.00	\$50.00									
54	Traffic Director, JC Police (Overtime Rate + Night DJ)	80	HR	67.5	\$5,400.00	\$67.50									
55	Traffic Director, Supervisor, JC Police	120	HR	50	\$6,000.00	\$50.00									

I hereby certify that this is a true copy of the bids received on \_\_\_\_\_

(Engineer)

New Jersey Department of Transportation  
Division of Local Aid And Economic Development  
Summary of Bids - State Aid

Project Three Traffic Signals - Project No. 11-003  
at Garfield/Carteret and Garfield/Stegman  
Municipality Jersey City  
County Hudson

Item #	Description	Quantity	Unit	Unit Price	Amount	Engineer's Estimate			Contractor Name				
						Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
56	Traffic Director, Night-Time Supervisor, JC Police	30	HR	60	\$1,800.00	\$60.00	\$1,800.00	60	\$1,800.00	\$60.00	\$1,800.00		
57	Police Vehicle and Fuel	1070	HR	10	\$10,700.00	\$10.00	\$10,700.00	10	\$10,700.00	\$10.00	\$10,700.00		
58	Interconnect Cable	3000	LF	5	\$15,000.00	\$7.00	\$21,000.00	10	\$30,000.00	\$4.25	\$12,750.00		
59	Suspension Strand	3000	LF	10	\$30,000.00	\$1.35	\$4,050.00	8	\$24,000.00	\$4.25	\$12,750.00		
<b>TOTAL</b>							<b>\$816,020.00</b>		<b>\$598,577.00</b>		<b>\$641,072.50</b>		<b>\$768,692.25</b>

I hereby certify that this is a true copy of the bids received on \_\_\_\_\_ (Engineer)

copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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

**EXHIBIT B.**

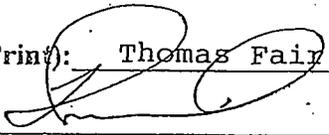
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**Construction Contracts**

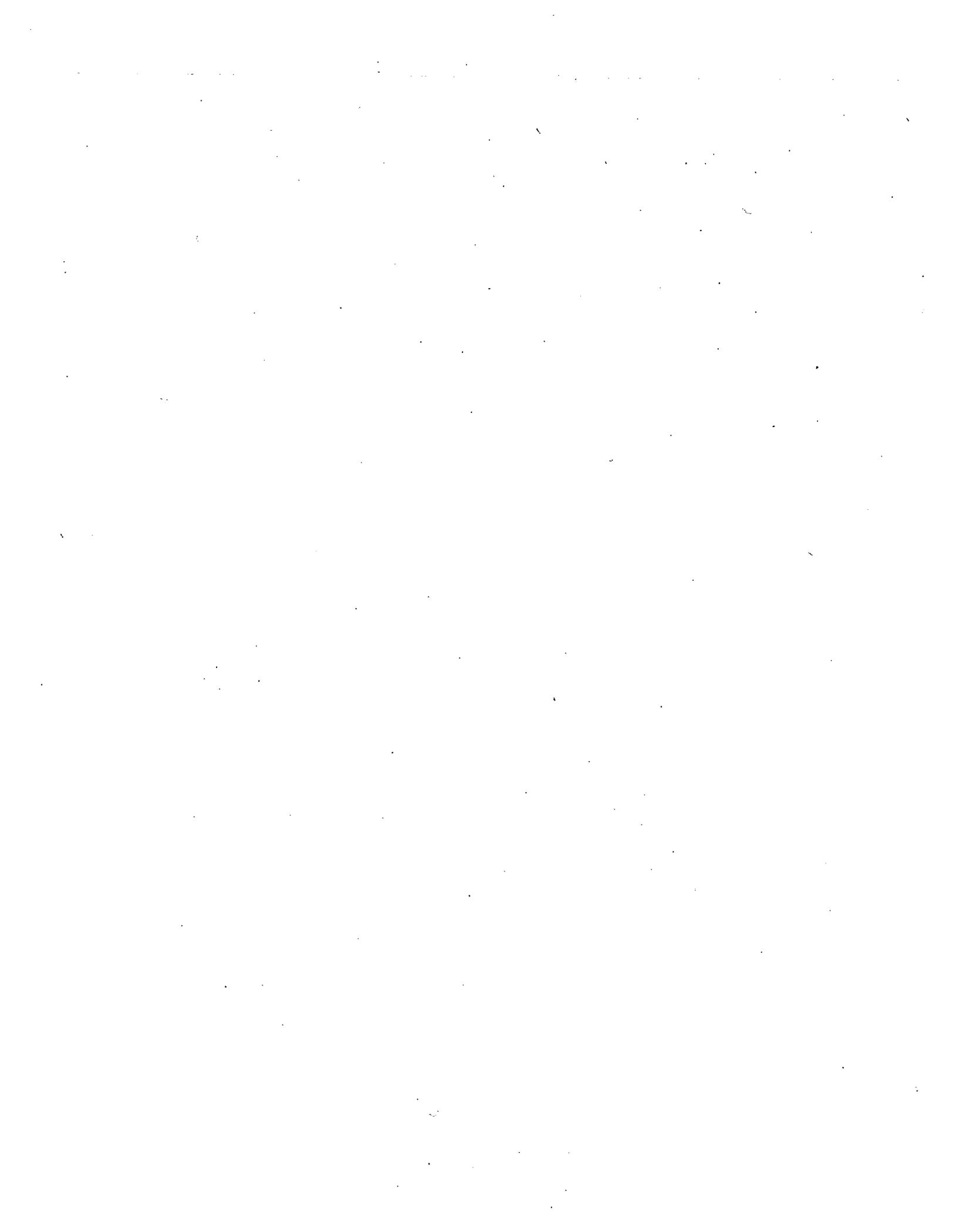
The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Thomas Fair, Pres.

Representative's Signature: 

Name of Company: FAI-GON Electric Inc.

Tel. No.: 732-968-9400 Date: 9/12/12



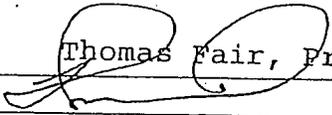
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

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 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): Thomas Fair, Pres.  
Representative's Signature:   
Name of Company: FAI-GON Electric Inc.  
Tel. No.: 732-968-9400 Date: 9/12/12



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 : FAI-GON Electric  
Address : 140 11th St. Piscataway, NJ 08854  
Telephone No. : 732-968-9400  
Contact Name : Thomas Fair

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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



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

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

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

Business Name : FAI-GON Electric Inc.  
Address : 140 11th St. Piscataway, NJ 08854  
Telephone No. : 732-968-9400  
Contact Name : Thomas Fair

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

**Woman Business Enterprise**

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

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

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

Project: 3 Intersection Impvts. #                     

Contractor: FAI-GON Electric Bid Amt. \$                     

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-in	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
<del>FAI-GON Will make every effort to award the proper percentage of work to be subcontracted if available to Minority or Women Owned Business.</del>				

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

CONTINUED ON NEXT PAGE

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

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

Project: 3 Intersection Improvements #                     

Contractor: FAI-GON Electric Inc. Bid Amt. \$                     

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	Minority	Woman	Neither	
FAI-GON will make every effort to award the proper				
percentage of work to be subcontracted if available				
to Minority or Women Owned Business				

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

CONTINUED ON NEXT PAGE

MWB3 page 2 - Project 3 Inetrsection Improvements

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

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

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

To provide the opportunity for any subcontracts to be  
let to MBE/WBE contractors at all times

Name of Contractor FAI-GON Electric Inc.

by: Signature \_\_\_\_\_

Type or print name/title: Thomas Fair, Pres.

Tel: No. 732-968-9400 Date: 9/12/12

For City use:

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

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

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

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

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

To provide the opportunity for any subcontracts to be

let to MBE/WBE contractors at all times

Name of Contractor FAI-GON Electric Inc.

by: Signature 

Type or print name/title: Thomas Fair, Pres.

Tel: No. 732-968-9400 Date: 9/12/12

.....  
For City use:

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

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



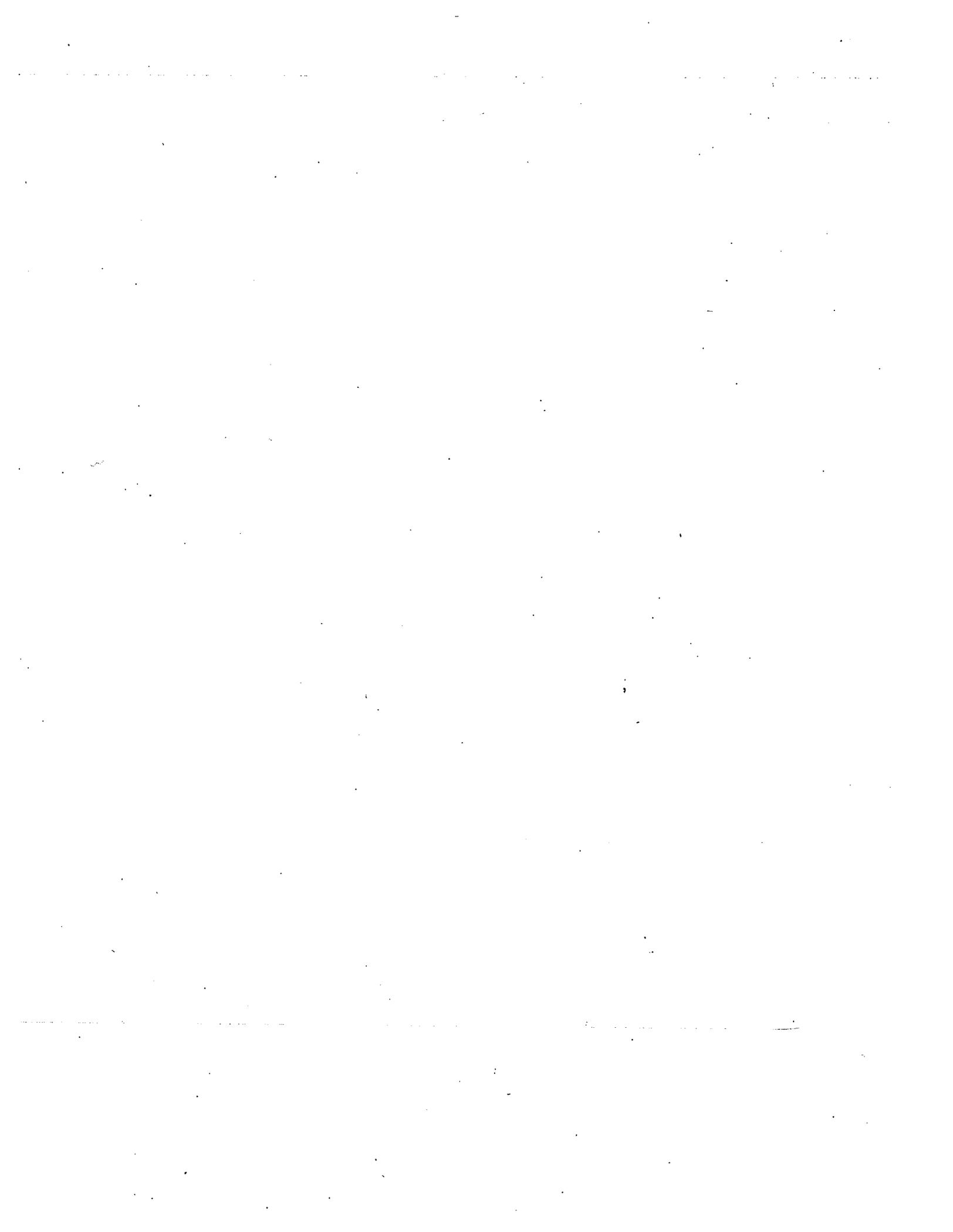


## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** FAIGON ELECTRIC, INC.  
**Trade Name:**  
**Address:** 140 11TH STREET  
PISCATAWAY, NJ 08854  
**Certificate Number:** 0097565  
**Effective Date:** April 14, 1986  
**Date of Issuance:** March 04, 2010

**For Office Use Only:**

20100304155121442





## New Jersey Division of Revenue

Revenue

NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0097565 FOR FAIGON ELECTRIC, INC. IS VALID.

VERIFIED  
PC



Certificate Number  
588834

Registration Date: 03/28/2012  
Expiration Date: 03/27/2014



# State of New Jersey

Department of Labor and Workforce Development  
Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):

Thomas Fair, President

Frank Gonnella, Vice-President



Responsible Representative(s):

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

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



**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

Certification 11371

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

FAI-GON ELECTRIC INC.  
140 11TH STREET  
PISCATAWAY

NT 0885



*Bradley Adelin*  
State Treasurer



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

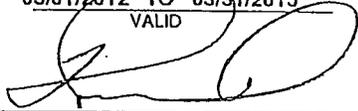
THIS IS TO CERTIFY THAT THE  
Board of Exam. of Electrical Contractors

HAS LICENSED

FAIGON ELECT INC  
THOMAS M FAIR  
140 11TH STREET  
PISCATAWAY NJ 08854-1952

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

03/01/2012 TO 03/31/2015  
VALID



Signature of Licensee/Registrant/Certificate Holder

34EB00839300

LICENSE/REGISTRATION/CERTIFICATION #



DIRECTOR

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

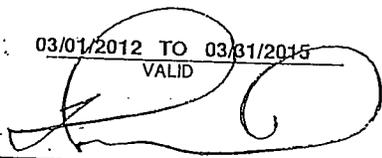
THIS IS TO CERTIFY THAT THE  
Board of Exam. of Electrical Contractors

HAS LICENSED

THOMAS M. FAIR  
140 11th St.  
Piscataway, NJ 08854

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

03/01/2012 TO 03/31/2015  
VALID



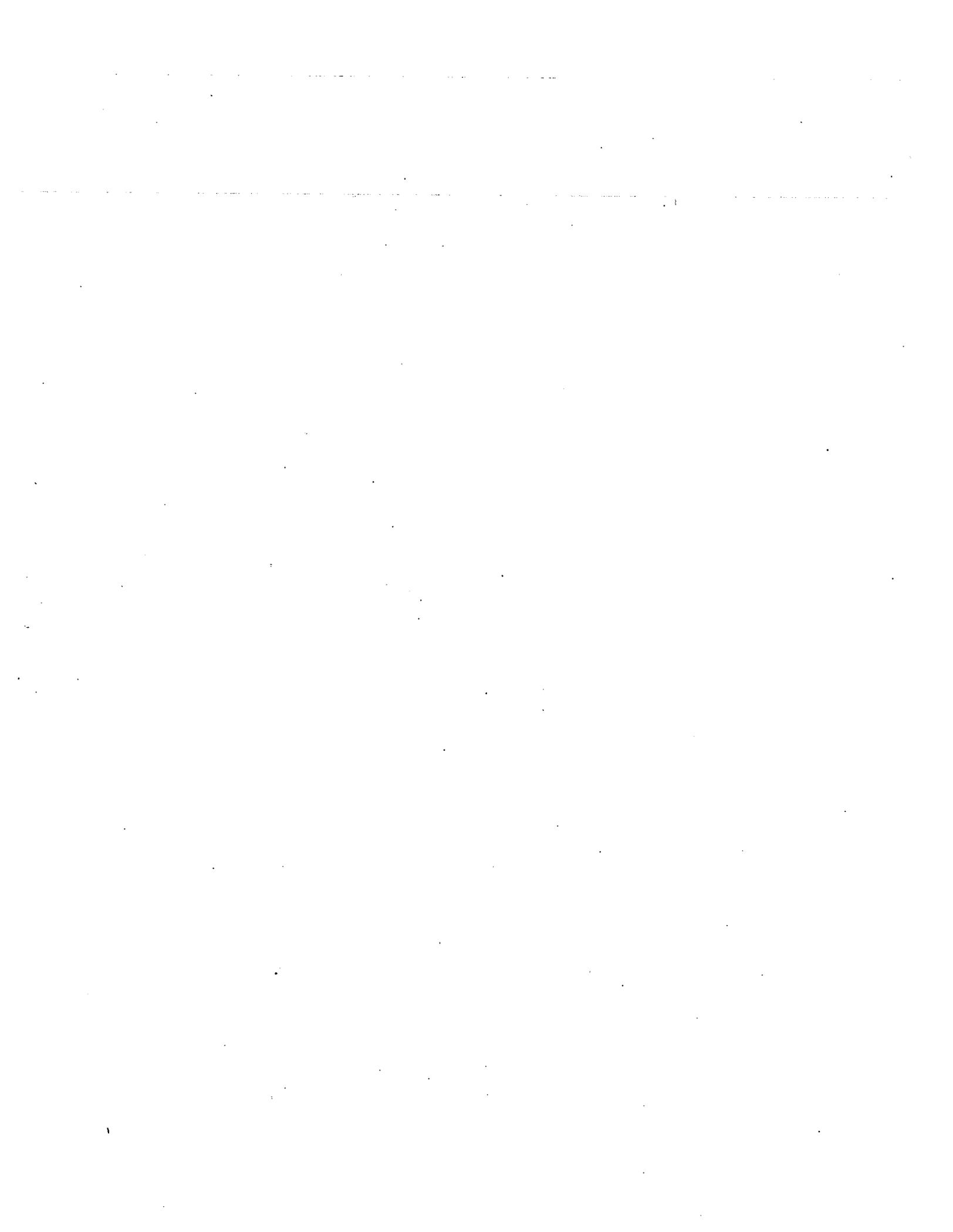
Signature of Licensee/Registrant/Certificate Holder

34E100839300

LICENSE/REGISTRATION/CERTIFICATION #



DIRECTOR



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

City Clerk File No. Res. 12-781

Agenda No. 10.W

Approved: OCT 24 2012

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC. FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE FOR NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 10-676, approved on September 29, 2010, awarded a contract in the amount of \$152,500.00 to Starlite Electric for sports lighting and scoreboards maintenance for the City of Jersey City (City), Department of Public Works / Parks Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

**WHEREAS**, Resolution No. 11-765, approved on November 09, 2011, exercised the first option to renew the contract for the amount of \$158,295.00; and

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

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of **September 30, 2012 and ending on September 29, 2013**; and

**WHEREAS**, the total cost of the contract renewal is **\$160,352.84**; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in **Parks Maintenance Operating Account No. 12-01-201-28-375-312**.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Starlite Electric for sports lighting and scoreboards maintenance for the City of Jersey City (City), Department of Public Works / Parks Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of September 30, 2012, and the total cost of the contract shall not exceed **\$160,352.84**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2012 calendar year permanent budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year temporary and permanent budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 12-781

Agenda No. 10.W OCT 24 2012

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC. FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE FOR NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Parks Maintenance Operating Account No. 12-01-201-28-375-312 for payment of the above resolution.

Requisition # 0159827

Purchase Order # 108041

Temp. Encumbrancy \$ 10,000.00

RWH/sb  
October 9, 2012

APPROVED: Silvino Baynouth  
RWH Rodney W. Hadley, Director, Department of Public Works

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

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

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

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC. FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE FOR NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE.

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

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

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

For sports lighting and scoreboards maintenance.

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

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC. FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE FOR NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE.

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

For sports lighting and scoreboards maintenance at numerous ball fields.

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

The cost of this contract renewal is one hundred and sixty thousand three hundred and fifty two dollars and eighty four cents (\$160,352.84).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

September 29, 2013.

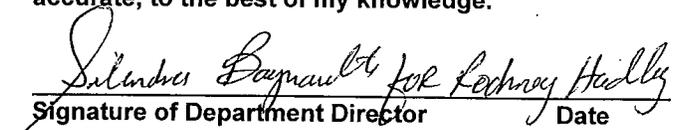
**9. Person responsible for coordinating proposed program, project, etc.:**

Rodney Hadley, Director, Division of Parks Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Public Works.

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

  
Signature of Department Director      Date 10/16/12

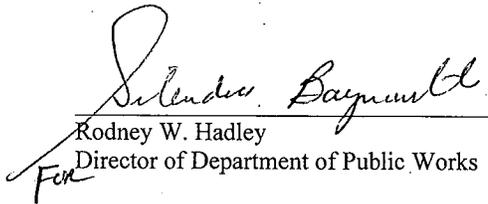
**CERTIFICATION OF RODNEY W. HADLEY**

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

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC. FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE FOR NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS / PARKS MAINTENANCE.**
3. The total funds requested for this renewal is \$160,352.84 with a temporary encumbrancy of \$10,000.00.
4. The funds are available in **Parks Maintenance Operating Account No. 01-201-28-375-312.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

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

10/10/12

  
\_\_\_\_\_  
Rodney W. Hadley

Director of Department of Public Works

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor  
RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

October 17, 2012

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

**RE: Contract Renewal (Starlite Electric for Sports Lighting and Scoreboards)**

Dear Council President and Members of the Municipal Council:

The purpose of this letter is to explain the above subject matter. Resolution No. 10-676, approved on September 29, 2010, awarded a contract in the amount of \$152,500.00 to Starlite Electric for sports lighting and scoreboards maintenance for the City of Jersey City. The bid specifications provided the City with the option to renew the contract for two additional one-year periods. Resolution No. 11-765, approved on November 09, 2011, exercised the first option to renew the contract for the amount of \$158,295.00. The contractor has been performing the services in an effective and efficient manner. The City desires to exercise the final option and renew the contract for an additional one-year period effective as of **September 30, 2012 and ending on September 29, 2013.** The total cost of the contract renewal is **\$160,352.84.** Funds are available in **Parks Maintenance Operating Account No. 12-01-201-28-375-312.**

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Rodney W. Hadley for". The signature is written over a horizontal dashed line.

Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

**BID PROPOSAL CONTINUE**

**LIST OF PRICES:**

**Item No. 1 - Seasonal Start-Up Service**

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

<u>Site</u>	<u>Address</u>	<u>Bid Price for Seasonal Start-Up</u>
A. Pershing Field	Central & Manhattan Ave	\$ <u>4,200<sup>00</sup></u>
B. Mary Benson	Mersles Ave. & Newark Ave	\$ <u>300<sup>00</sup></u> (Lights Only)
C. Country Village Park Little League	Sycamore Rd. & Columbia Dr.	\$ <u>2,000<sup>00</sup></u>
D. Caven Point Recreational Fac.	Caven Point Rd. & Chapel Ave	\$ <u>11,900<sup>00</sup></u>
E. Roberto Clemente	6th St. & Manila Avenue	\$ <u>325<sup>00</sup></u>
F. Montgomery Gateway Recreational Complex	Mercedes & Grand Streets	\$ <u>6,205<sup>00</sup></u> (Lights Only)
G. Enos Jones Field	8th St. & Brunswick Ave.	\$ <u>400<sup>00</sup></u>
H. Westside Little League	Westside & Pavonia Avenues	\$ <u>200<sup>00</sup></u>
I. Bayside Park Fields	480 Garfield Avenue	\$ <u>400<sup>00</sup></u>
J. Lincoln Park West Fields	Lincoln Park West of Routes 1 & 9	\$ <u>18,400<sup>00</sup></u>
K. Metro Field	Westside Avenue	\$ <u>3,700<sup>00</sup></u>
L. Initial sets of material (three (3) sets of lamps and ballasts). Total cost including mark up.		\$ <u>2,500<sup>00</sup></u>
<b>TOTAL BID PRICE ITEM #1</b>	<i>Fifty two thousand two hundred &amp; Fifty dollars.</i> (In Writing)	\$ <u>52,250<sup>00</sup></u> (In Figures)

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

BID PROPOSAL - Continued

**Item No. 2 - Year Round Service**

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

250 Hours Times \$ 250<sup>00</sup> /Hour = \$ 62,500<sup>00</sup>  
Unit Cost Electrician Total Cost

175 Hours Times \$ 130<sup>00</sup> /Hour = \$ 22,750<sup>00</sup>  
Unit Cost Helper Total Cost

TOTAL BID PRICE ITEM #2 Eighty five thousand  
Two hundred & Fifty dollars \$ 85,250<sup>00</sup>  
(In Writing) (In Figures)

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

**Item No. 3 - Parts Allowance**

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

Fifteen Thousand Dollars \$ 15,000.00  
(In Writing) (In Figures)

BID PROPOSAL - Continued

**GRAND TOTAL PRICE ITEMS 1 THROUGH 3**

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

**INCLUSIVE**

One hundred + fifty two thousand  
five hundred dollars.

In Writing)

\$ 152,500<sup>00</sup>  
(In Figures)

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

\* Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises it's option to renew the contract, the vendor must accept the contract renewal. The renewal contract price will be the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the month of renewal. Renewal of the contract shall be subject to the availability and appropriation of sufficient funds in the fiscal year budgets of the renewal year.

BID PROPOSAL DOCUMENTS

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PARK MAINTENANCE  
Date \_\_\_\_\_

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE ON BOTH SIDES WITH THE PROJECT TITLE. ALSO SUBMIT SEPARATE COPY OF COMPLETED BID PROPOSAL WITHIN BID PACKAGE.

Proposal of \_\_\_\_\_ (hereinafter called "Bidder" organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_)\*

Gentlemen:

The Bidder, in compliance with your invitation for bids for the:

**SPECIFICATION MAINTENANCE CONTRACT FOR SPORTS LIGHTING AND SCOREBOARDS  
AT NUMEROUS BALLFIELDS**

having examined the plans and specifications, with related documents and being familiar with all of the conditions involving the proposed contract including the availability of materials, and labor hereby proposed contract including the availability of materials, hereby proposes to furnish all materials, and supplies in accordance with the Contract Documents for the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed from the City and to fully complete the project within 365 consecutive calendar days thereafter as stipulated in the specifications.

The contract shall terminate 365 consecutive days thereafter. (Note: The City reserves the right to renew the contract for two (2) additional one (1) year terms.) If the City exercises the option to renew the contract, the contract prices will be increased based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment and extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United State Department of Commerce, Bureau of Economic Analysis.

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

\*Insert "a corporation", "a partnership", or "an individual" as applicable.

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

City Clerk File No. Res. 10-676

Agenda No. 10.Z.11

Approved: SEP 29 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE FOR NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/PARKS MAINTENANCE**

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## COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City Acting Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for a Maintenance Contract for Sports Lighting and Scoreboards at Numerous Ballfields for the Department of Public Works/Parks Maintenance pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received One (1) Bid, the sole bid being that from Starlite Electric, LLC, 260 Main Street, Keansburg, New Jersey 07734 in the total bid amount of, One Hundred Fifty Two Thousand, Five Hundred (\$152,500.00) Dollars; and

WHEREAS, the contract is for one year and the City reserves the right to extend the contract for two (2) additional one (1) year terms pursuant to specifications and bids thereon; and

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

WHEREAS, the sum of Fifteen Thousand (\$15,000.00) Dollars will be available in the 2011 temporary budget in Account #01-201-28-375-312, Department of Public Works/Parks Maintenance; and

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

Dept. of Public Works /Parks Maintenance

Acct. No. 01-201-28-375-312

P.O. NO. 100653

Amount: \$15,000.00

WHEREAS, the remaining contract funds of One Hundred Thirty Seven Thousand, Five Hundred Dollars (\$137,500.00) will be made available in the 2011 and 2012 temporary and permanent budgets; and

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

(Continued on page 2)

**TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE FOR NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/PARKS MAINTENANCE**

WHEREAS, if funds are not available for the contract in the 2011 and 2012 temporary and permanent budgets, this award will be null and void.

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

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

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account No. 01-201-28-375-312.

Dept. of Public Works/Parks Maintenance  
 Acct. No. 01-201-28-375-312 P.O. NO. 100653 Amount: \$15,000.00

APPROVED Peter Folgado  
 Peter Folgado, Director of Purchasing

APPROVED: \_\_\_\_\_  
 APPROVED: J. Fulano  
 Business Administrator

APPROVED AS TO LEGAL FORM  
Paul Raloff  
 Assoc. Corporate Counsel

Certification Required   
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/29/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
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.

1-7/6

City Clerk File No. Res. 11-765  
Agenda No. 10.5  
Approved: NOV 09 2011



TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE FOR NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE**

COUNCIL OFFERED AND MOVED ADOPTION OF  
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 10-676, approved on September 29, 2010, awarded a one-year contract in the amount of \$152,500.00 to Starlite Electric for sports lighting and scoreboards maintenance for the City of Jersey City (City), Department of Public Works / Division of Parks Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of August 2010 to August 2011; and

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

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first of two options and renew the contract for an additional one-year period effective as of September 30, 2011 and ending September 29, 2012; and

WHEREAS, the total cost of the contract renewal is \$158,295.00; and

WHEREAS, funds in the amount of \$30,000.00 are available in Parks Maintenance Operating Account No. 11-01-201-28-375-312.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Starlite Electric for sports lighting and scoreboards maintenance for the Department of Public Works/Division of Parks Maintenance;
- 2) The renewal contract is for a one-year period effective as of September 30, 2011, and the total cost of the contract shall not exceed \$158,295.00;
- 3) Pursuant to N.J.A.C. 5:30-5.5(n), the continuation of the contract after the expenditure of funds encumbered in the 2011 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2011 calendar year permanent budget and in the subsequent calendar year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

*J.A.*  
*10/6/11*

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH STARLITE ELECTRIC LLC FOR SPORTS LIGHTING AND SCOREBOARDS MAINTENANCE FOR NUMEROUS BALLFIELDS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARKS MAINTENANCE**

I, Rosanna Mauer Rosanna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Parks Maintenance Operating Account No. 11-01-201-28-375-312 for payment of the above resolution.

Requisition # 0155781

Purchase Order # 104401

Temp. Encumbrance \$30,000.00

RWH/sb  
September 28, 2011

APPROVED: [Signature] 9/28/11 APPROVED AS TO LEGAL FORM  
Robert W. Hadley, Director, Department of Public Works

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE OR FINAL PASSAGE											
				11/9/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
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. Bronnan, President of Council

[Signature]  
Robert Byrne, City Clerk

# ★ STARLITE ELECTRIC, LLC

260 Main Street, Suite #1, Keansburg, NJ 07734

Phone: 732/495-7600 \*\*\* Fax: 732/495-7688

NJ LIC #10606

October 4, 2012

Jersey City Department of Parks and Forestry  
575 Route 400  
Jersey City, N.J. 07305  
Attn: Rodney Hadley

**Re: Sports Lighting and Scoreboard Maintenance  
Contract Final Renewal Confirmation**

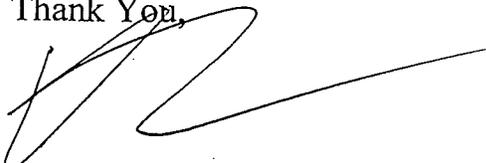
Dear Rodney:

Please accept this correspondence as confirmation that Starlite Electric shall accept the above referenced contract renewal for the 2013 contract year, as per the terms spelled out in your August 31, 2012 correspondence.

RECEIVED

2012 OCT 10 AM 10:03

Thank You,



Dennis Lucas  
Starlite Electric

# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## CONSTRUCTION CONTRACTS

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

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

EXHIBIT B

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

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing worker provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

## EXHIBIT B (Cont)

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below, and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

EXHIBIT B (Cont)

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

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual, at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

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

EXHIBIT B (Cont)

in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

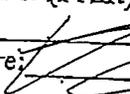
The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

EXHIBIT B  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Construction Contracts  
(Mandatory Affirmative Action Language)

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

Starlite Electric, LLC  
Representative's Name/Title (Print) Dennis Lucas  
Representative's Signature:  Sole Member  
Name of Company: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Date: Starlite Electric, LLC  
10/4/12 260 Main Street, Ste. #1  
Keansburg, NJ 07734  
P: 732/495-7600  
F: 732/495-7688

Revised April 6, 2010

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

I Policy

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

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

II Purpose

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

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

III Suggested participation level for minority and women owned subcontractors:

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

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

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

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work.

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

V. Bidders will submit with bid proposal:

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

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

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

C. MWBE review will include

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

D. Findings/Recommendations as to compliance

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

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

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

## II Awarding of contract

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

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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 law or otherwise at law.

Starlite Electric, LLC

Dennis Lucas  
Sole Member

Representative's Name/Title (Print):  
Representative's Signature:  
Name of Company:  
Tel No.:

Starlite Electric, LLC  
260 Main Street, Ste. #1  
Keansburg, NJ 07734  
P: 732/495-7600  
F: 732/495-7688

Date: 10/4/12

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : Starlite Electric, LLC  
Address : 260 Main Street, Ste. #1  
Keansburg, NJ 07734  
Telephone No. : P: 732/495-7600  
F: 732/495-7688  
Contact Name : Dennis Lucas

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : Starlite Electric, LLC  
Address : 260 Main Street, Ste. #1  
Keansburg, NJ 07734  
Telephone No. : P: 732/495-7600  
F: 732/495-7688  
Contact Name : Dennis Lucas

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned Business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

Woman Business Enterprise

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

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

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

Project: Sports Ltg. & Scoreboards Maintenance for Bellfield  
 Contractor: Starlite Electric, LLC Bid Amt. \$ \_\_\_\_\_

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column.		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
None				

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

CONTINUED ON NEXT PAGE

PURCHASING COPY

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

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

Project: Sports Ltg. & Scoreboards Maintenance for Ballfields #                       
 Contractor: Starlite Electric LLC Bid Amt. \$                     

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

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
<u>None</u>				

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

CONTINUED ON NEXT PAGE

Sports Ltg. & Scoreboard Maintenance @ Ball Fields

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					
None					

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

None

Name of Contractor: Starlite Electric, LLC  
 By: Signature: [Signature]  
 Type or print name/title: Dennis Lucas Sole Member

Starlite Electric, LLC  
 260 Main Street, Ste #1  
 Keansburg, NJ 07734  
 P: 732/495-7600  
 F: 732/495-7688

Tel. No. \_\_\_\_\_ Date: 10/4/12

For City Use:

Acceptable M/W business participation levels for this project: None

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

MWB3 page 2 - Project Sports Ltg. & Scoreboard Maintenance @ Ballfields

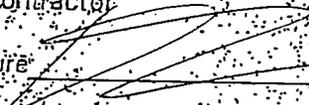
2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

Trade	Contractor name & address	Approx. \$ value	To minority or woman Business? check appropriate column.		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					
None					

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

None

Name of Contractor Starlite Electric, LLC

by: Signature  Dennis Lucas  
Sole Member

Type or print name/title: \_\_\_\_\_

Tel: No. \_\_\_\_\_

Date: 10/4/12

Starlite Electric, LLC  
260 Main Street, Ste. #1  
Keansburg, NJ 07734  
P: 732/495-7600  
F: 732/495-7688

For City use: \_\_\_\_\_

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

by \_\_\_\_\_

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

# STATE OF NEW JERSEY

DIVISION OF CONTRACT COMPLIANCE  
EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

FORM AA-201

Revised 10/03

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

**Official Use Only**

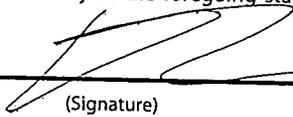
Assignment

Code

**For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)**

<b>1. FID NUMBER</b> 34-1998379		<b>2. CONTRACTOR ID NUMBER</b>		<b>5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT</b> Name: City Of Jersey City Address: 575 Route 440, Jersey City, NJ 07305											
<b>3. NAME AND ADDRESS OF PRIME CONTRACTOR</b> Starlite Electric, LLC (Name) 260 Main Street, Suite 1 (Street Address) Keansburg NJ 07734 (City) (State) (Zip Code)				<b>CONTRACT NUMBER</b>		<b>DATE OF AWARD</b>		<b>DOLLAR AMOUNT OF AWARD</b>							
<b>4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]</b>				<b>6. NAME AND ADDRESS OF PROJECT</b> Name: City Of Jersey City Address: Various Ballfields		<b>7. PROJECT NUMBER</b>									
<b>9. TRADE OR CRAFT</b>				<b>PROJECTED TOTAL EMPLOYEES</b>				<b>PROJECTED MINORITY EMPLOYEES</b>				<b>8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES NO</b>			
				<b>MALE</b>				<b>FEMALE</b>				<b>PROJECTED PHASE - IN DATE</b>		<b>PROJECTED COMPLETION DATE</b>	
				<b>J</b>		<b>AP</b>		<b>J</b>		<b>AP</b>		<b>J</b>		<b>AP</b>	
1. ASBESTOS WORKER															
2. BRICKLAYER OR MASON															
3. CARPENTER															
4. ELECTRICIAN				4		5				1					
5. GLAZIER															
6. HVAC MECHANIC															
7. IRONWORKER															
8. OPERATING ENGINEER															
9. PAINTER															
10. PLUMBER															
11. ROOFER															
12. SHEET METAL WORKER															
13. SPRINKLER FITTER															
14. STEAMFITTER															
15. SURVEYOR															
16. TILER															
17. TRUCK DRIVER															
18. LABORER															
19. OTHER															
20. OTHER															

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

  
(Signature)

Dennis Lucas  
(Please Print Your Name)  
732 495-7600  
(Area Code) (Telephone Number) (Ext.)

President  
(Title)

10-4-12  
(Date)





STATE OF NEW JERSEY

# SCHOOLS DEVELOPMENT AUTHORITY

1 WEST STATE STREET  
P.O. BOX 991  
TRENTON, NJ 08625-0991  
609-943-5955

March 24, 2011

Dennis Lucas, Owner  
Starlite Electric, LLC  
260 Main Street, Suite #1  
Keansburg, NJ 07734

Re: Contractor Prequalification Notice  
Federal Tax ID: 34-1998379

Dear Mr. Lucas:

The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that **Starlite Electric, LLC** has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limit(s) as listed below:

<i>Trade(s)</i>	<i>Prequalification Rating</i>
ELECTRICAL	\$450 THOUSAND

Your firm is prequalified by the NJSDA until **February 21, 2013**. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

We look forward to your firm's participation in the Schools Construction Program. Should you have any questions regarding your status, or require assistance of any kind, please contact the Prequalification Unit at 609-943-5955.

Sincerely,

Karon L. Simmonds  
Director,  
Risk Management and Vendor Services

cc: Prequalification File  
M. Tyner

STARLITE ELECTRIC LLC  
260 MAIN STREET STE #1  
KEANSBURG, NJ 07734

*State of New Jersey*



**DEPARTMENT OF THE TREASURY  
DIVISION OF PROPERTY MANAGEMENT AND  
CONSTRUCTION  
20 WEST STATE STREET - P.O. BOX 042  
TRENTON, NEW JERSEY 08625-0042**



**NOTICE OF CLASSIFICATION**

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

<b>Aggregate Amount</b>	<b>Trade(s) &amp; License(s)</b>	<b>Effective Date</b>	<b>Expiration Date</b>
\$450,000	C047 -ELECTRICAL license #: 34EB01060600	02/22/2011	02/21/2013

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <http://www.state.nj.us/treasury/dpmc>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE [DPMC WEB SITE](http://www.state.nj.us/treasury/dpmc).

CHRIS CHRISTIE  
*Governor*

KIM GAUDAGNO  
*Lt. Governor*



ANDREW P. SIDAMON-ERISTOFF  
*Acting State Treasurer*

**State of New Jersey**

DEPARTMENT OF THE TREASURY  
DIVISION OF MINORITY AND WOMEN BUSINESS DEVELOPMENT  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-292-8764

**APPROVED**

*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges STARLITE ELECTRIC LLC as a **Category 2 & 4** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Certification Number: 52255-20

Issued: March 22, 2010

*Nina E. Moseley*  
Nina E. Moseley  
Senior Director

Expiration: March 21, 2013

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

THIS IS TO CERTIFY THAT THE  
Board of Exam. of Electrical Contractors

HAS LICENSED

Starlite Electric LLC  
DENNIS J LUCAS  
260 Main Street  
Suite 1  
Keansburg NJ 07734  
FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

01/26/2012 TO 03/31/2015

VALID

Signature of Licensee, Registrant/Certificate Holder

34EB01060600

LICENSE, REGISTRATION, CERTIFICATION #

DIRECTOR

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

THIS IS TO CERTIFY THAT THE  
Board of Exam. of Electrical Contractors

HAS LICENSED

DENNIS J. LUCAS  
260 Main Street, Suite 1  
Keansburg NJ 07734  
FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

01/26/2012 TO 03/31/2015

VALID

Signature of Licensee, Registrant/Certificate Holder

34EI01060600

LICENSE, REGISTRATION, CERTIFICATION #

DIRECTOR

Certificate Number  
650310

Registration Date: 04/02/2012  
Expiration Date: 04/01/2014



State of New Jersey  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Starline Electric LLC  
2012

Responsible Representative(s):  
Dennis Lucas, President

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

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

STATE OF NEW JERSEY  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N J 08685

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 affected

*Robert K. Thompson*

Director, Division of Taxation

STARLITE ELECTRIC LLC  
29 NATE LANE  
HOWELL NJ 07731

Tax Registration No 341-998-379/000  
Tax Effective Date 11-05-04  
Document Locator No I0000182272  
Date Issued 06-16-04

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:  
STARLITE ELECTRIC LLC

TRADE NAME:

ADDRESS:  
29 NATE LANE  
HOWELL NJ 07731  
EFFECTIVE DATE:  
05/26/04

SEQUENCE NUMBER:  
1069595  
ISSUANCE DATE:  
07/13/05

FORM-BRC(08-01)

Director

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

Certification 40116

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**INITIAL**

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

15-JUN-2007

to 15-JUN-2014

STARLITE ELECTRIC, LLC  
29 NATE LANE  
HOWELL NJ 07731



*[Signature]*  
Acting State Treasurer

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

City Clerk File No. Res. 12-782

Agenda No. 10.X

Approved: OCT 24 2012

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO F&S TIRE CORPORATION INC. FOR THE PURCHASE OF TIRES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE**

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

**WHEREAS**, there exists a need for various Automotive Tires to keep the City of Jersey City's (City) vehicle fleet operational, for the Department of Public Works, Automotive Division; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, F&S Tire, 58 Brunswick Avenue, P.O. Box 1352, Edison, New Jersey 08817 is an authorized dealer and distributor and in possession of State Contract Numbers A82527 and A82528 submitted a proposal for various sized tires; and

**WHEREAS**, funds are available for this contract in the Department of Public Works, Automotive Services Operating Account Fund;

Account	P.O. #	State Contract	Total Contract
01-201-26-315-216	107952	A82527, A82528	\$40,394.31

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned F&S Tire, 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**, 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.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO F&S TIRE CORPORATION INC. FOR THE PURCHASE OF TIRES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE**

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in accounts 01-201-26-315-216.

Account	P.O. #	State Contract	Total Contract
01-201-26-315-216	107952	A82527, A82528	\$40,394.31

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

PF/pv  
10/5/12

APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator  
 Corporation Counsel

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

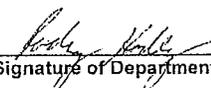
Peter M. Brennan  
Peter M. Brennan, President of Council

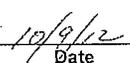
Robert Byrne  
Robert Byrne, City Clerk

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

1. Full title of ordinance/resolution/cooperative agreement: **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO F&S TIRE CORPORATION INC. FOR THE PURCHASE OF TIRES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE.**
2. Name and title of person initiating ordinance/resolution, etc.:  
**Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive.**
3. Concise description of program, project or plan proposed in the ordinance/resolution:  
**Various Automotive tires.**
4. Reasons (need) for the proposed program, project, etc.:  
**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO F&S TIRE CORPORATION INC. FOR THE PURCHASE OF TIRES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE.**
5. Anticipated benefits to the community:  
**Tires for the City's fleet of vehicles.**
6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):  
**The cost of this contract is forty thousand three hundred ninety four dollars and thirty one cents (\$40,394.31).**
7. Date the proposed program, or project will commence:  
**Upon adoption by The Jersey City Municipal Council.**
8. Anticipated completion date:  
**ASAP.**
9. Person responsible for coordinating proposed program, project, etc.:  
**Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.**
10. Additional comments:  
**Resolution proposed at the recommendation of the Director of Automotive Maintenance.**

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

  
Signature of Department Director

  
Date



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

PURCHASE ORDER NUMBER

107952

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

**PURCHASE ORDER & VOUCHER**

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

REQUISITION # 0159036  
 BUYER STATECONT

DATE	VENDOR NO.
10/09/2012	FS220210

**VENDOR INFORMATION**

F&S TIRE CORP., INC.  
 58 BRUNSWICK AVE/POB 1352  
  
 EDISON NJ 08817

**DELIVER TO**

AUTOMOTIVE  
 575 ROUTE 440  
 JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	AUTOMOTIVE TIRES  VARIOUS TIRE SIZES FOR CITY'S AUTOMOTIVE FLEET  BRIDGESTONE, GOODYEAR & FIRESTONE BRANDS  TOTAL: \$40,394.31 UNTIL 12/31/12 ONLY  F&S TIRE IS AN AUTHORIZED DEALER/DISTRIBUTOR OF:  M-8000: TIRES, TUBES & SERVICES  SC CONTRACTS A82527 AND A82528  SC RESO _____, D/D  PARTIAL PAYMENT VOUCHERS	01-201-26-315-216	40,394.3100	40,394.31

TAX EXEMPTION NO. 22-6002013

PO Total 40,394.31

**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

**\*\* Budget Account \*\***

Fund **1** CURRENT FUND  
 G/L **201** CURRENT APPROPRIATIONS  
 Cafr **26** ROAD REPAIR & MAINTENANCE  
 Subsidiary **315** AUTOMOTIVE SERVICES  
 Line Item **216** TIRES AND TUBES  
 Sort Code **40** PUBLIC WORKS DEPT  
 Year/Period **2012 / 10**  
 Chg. Year/Period  /

Budget Amount	180,000.00
Revised Budget	244,000.00
Beginning Balance	244,000.00
Prior YTD Expended	.00
Curr. YTD Expended	203,956.31
Open Encumbered	105.49
Ending Balance	39,938.20

- View in Ascending Order
- View in Descending Order

New Acct. < Previous Next >

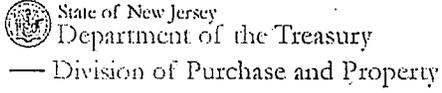
Double-Click On An Item Below To View All Details of Corresponding Transaction

Cd	Per.	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
JE	10	10/01/2012				LINE TRANSFER	.00	39,000.00
VR	10	10/10/2012	105521	F&S TIRE CORP., IN	*	AUTOMOTIVE TIRE	32,058.54	.00
JE	9	9/14/2012				LINE TRANSFER	.00	25,000.00
VR	9	9/12/2012	105521	F&S TIRE CORP., IN	*	AUTOMOTIVE TIRE	21,701.14	.00
VR	8	8/01/2012	105880	F&S TIRE CORP., IN	*	P185/70R14	501.80	.00
VR	8	8/01/2012	105521	F&S TIRE CORP., IN	*	AUTOMOTIVE TIRE	14,142.06	.00
VR	7	7/18/2012	105521	F&S TIRE CORP., IN	*	AUTOMOTIVE TIRE	15,070.84	.00
VR	6	6/13/2012	105521	F&S TIRE CORP., IN	*	AUTOMOTIVE TIRE	36,562.07	.00
VR	4	4/25/2012	105521	F&S TIRE CORP., IN	*	AUTOMOTIVE TIRE	22,093.59	.00
VR	4	4/11/2012	105521	F&S TIRE CORP., IN	*	AUTOMOTIVE TIRE	12,426.57	.00
VR	3	3/14/2012	105521	F&S TIRE CORP., IN	*	AUTOMOTIVE TIRE	19,571.64	.00
VR	3	3/14/2012	105521	F&S TIRE CORP., IN	*	AUTOMOTIVE TIRE	29,268.06	.00
VR	2	2/22/2012	105286	F&S TIRE CORP., IN	319594	TIRES	560.00	.00

Print Account

View Open Enc.

View Lgl. Line



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

**M-8000  
 TIRES, TUBES AND SERVICES**

Vendor Information
Authorized Dealers
By Vendor
By Item
Email to VANCE BEQUER

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

Download All Documents

- [Price List - Bridgestone Tires Adobe PDF \(900 kb\)](#)
- [Price List - Bridgestone Services Adobe PDF \(62 kb\)](#)
- [Price List - Goodyear Tires Adobe PDF \(2 mb\)](#)
- [Price List - Goodyear Services Adobe PDF \(131 kb\)](#)

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](#)

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<b>Index #:</b>	M-8000
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 09/05/12 TO: 03/31/15
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22770
<b>Bid Open Date:</b>	00/00/00

<b>CID #:</b>	
<b>Commodity Code:</b>	-
<b>Set-Aside:</b>	NONE

<b>CONDITIONS AND METHODS OF OPERATION</b>	
Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that	
A. Delivery: All prices F.O.B. Destination	
B. Method of Operation - State Agencies Only:	
<b>Issue an agency purchase order to the appropriate contract vendor(s).</b>	

<b>*IMPORTANT: POLITICAL SUBDIVISION &amp; OTHER COOPERATIVE PURCHASING PARTICIPANTS</b>	
In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.	
Questions, problems or complaints related to Cooperative Purchasing contact:	
Cooperative Purchasing Coordinator PO Box 230 Trenton, NJ 08625 (609) 984-7047	

In the event of an emergency, contact the following in the order listed:		
VANCE BEQUER	PROCUREMENT SPECIALIST	609-943-4816
KRISTI THOMAS	PROCUREMENT SPECIALIST SUPERVISOR	609-984-1327
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206
	<b>PUB DATE:</b>	<b>10/02/12</b>

<b>VENDOR INFORMATION</b>	
<b>Vendor Name &amp; Address:</b>	BRIDGESTONE AMERICAS INC FIRESTONE 280 BROADWAY ELMWOOD PARK, NJ 07407
<b>Contact Person:</b>	JOE HAMLIN
<b>Contact Phone:</b>	201-475-8056
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	82528
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES

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

<b>Vendor Name &amp; Address:</b>	GOODYEAR TIRE & RUBBER CO 1144 E MARKET ST D 709 AKRON, OH 44316
<b>Contact Person:</b>	DEBBIE F FREAR
<b>Contact Phone:</b>	330-796-4603
<b>Order Fax:</b>	000-000-0000
<b>Contract#:</b>	82527
<b>Expiration Date:</b>	03/31/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO

<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

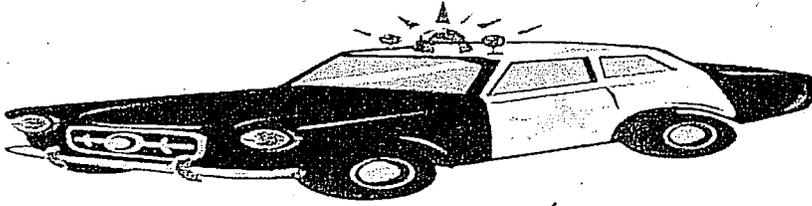
<b>AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS</b>	
<b>Contract#:</b> 82527	<b>Title:</b> TIRES, TUBES AND SERVICES.
<b>Dealer/Distributor Name &amp; Address:</b>	AMERICAN TIRE SERVICE 426B RT 206S HILLSBORO NJ 08844
<b>Contact Person:</b>	J DESTEFANO
<b>Contact Phone:</b>	908-281-7500
<b>Dealer/Distributor Name &amp; Address:</b>	BARNWELL HOUSE OF TIRES 1260 N WELLWOOD AVE WEST BABYLON NY 11704
<b>Contact Person:</b>	RICHARD DEPUY
<b>Contact Phone:</b>	631-420-4114
<b>Dealer/Distributor Name &amp; Address:</b>	BITTONE EQUIPMENT SERVICES LLC 474 CENTER ST PHILLISBURG NJ 08865
<b>Contact Person:</b>	MARIALAINA BITTONE
<b>Contact Phone:</b>	908-213-9900
<b>Dealer/Distributor Name &amp; Address:</b>	BRADLEY TIRE SERVICE INC 523 WASHINGTON AVE BELLEVILLE NJ 07109
<b>Contact Person:</b>	BOB DESANCTIS
<b>Contact Phone:</b>	973-759-1000
<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM BANDAG 1151 PATTERSON PLANK RD SECAUCUS NJ 07094
<b>Contact Person:</b>	F DEJESUS
<b>Contact Phone:</b>	201-617-9400
<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM BANDAG ACH ELECTRONIC PAYMENT 350 PINE STREET ELIZABETH NJ 07206
<b>Contact Person:</b>	F DEJESUS
<b>Contact Phone:</b>	908-353-8300
<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM BANDAG 457 AMBOY AVE KEYPORT NJ 07735
<b>Contact Person:</b>	F DEJESUS
<b>Contact Phone:</b>	908-586-0092
<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM BANDAG 504 ESSEX STREET HARRISON NJ 08690
<b>Contact Person:</b>	F DEJESUS
<b>Contact Phone:</b>	201-482-2220
<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM BANDAG INC 401 E LINDEN AVE LINDEN NJ 07036
<b>Contact Person:</b>	MARGARETH DE JESUS
<b>Contact Phone:</b>	908-862-2400
<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM BANDAG INC 161 MONMOUTH ST HIGHTSTOWN NJ 08520
<b>Contact Person:</b>	FRED DEJESUS
<b>Contact Phone:</b>	908-862-2400
<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM BANDAG INC 36 MEADOW AVE WHARTON NJ 07885
<b>Contact Person:</b>	JOHN ANDERSON
<b>Contact Phone:</b>	201-366-6000

<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM BANDAG INC 1745 ROUTE 37 W. MANCHESTER NJ 08759
<b>Contact Person:</b>	KIRT ZORZI
<b>Contact Phone:</b>	732-504-2020
<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM BANDAG INC 5 GILCREST DRIVE SWEDESBORO NJ 08085
<b>Contact Person:</b>	JOE PINHO
<b>Contact Phone:</b>	856-832-0035
<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM BANDAG INC 578 ROUTE 1 ELIZABETH NJ 07201
<b>Contact Person:</b>	FRED DEJESUS
<b>Contact Phone:</b>	908-527-8777
<b>Dealer/Distributor Name &amp; Address:</b>	CUSTOM BANDAG INC 8181 RT 130 PENNSAUKEN NJ 08110
<b>Contact Person:</b>	FRED DEJESUS
<b>Contact Phone:</b>	856-861-1113
<b>Dealer/Distributor Name &amp; Address:</b>	EDWARDS TIRE CO INC PO BOX 704 FARMINGDALE NJ 07727
<b>Contact Person:</b>	CHARLES WIBLE
<b>Contact Phone:</b>	908-938-6767
<b>Dealer/Distributor Name &amp; Address:</b>	F & S TIRE CORP INC 1161 WOODBRIDGE ROAD RAHWAY NJ 07065
<b>Contact Person:</b>	TONY SIMOES
<b>Contact Phone:</b>	732-382-8900
<b>Dealer/Distributor Name &amp; Address:</b>	F & S TIRE CORP INC 2510 WOODBRIDGE AVE EDISON NJ 08817
<b>Contact Person:</b>	D SIMOES
<b>Contact Phone:</b>	908-985-8935
<b>Dealer/Distributor Name &amp; Address:</b>	F & S TIRE CORP INC 58 BRUNSWICK AVE EDISON NJ 08817
<b>Contact Person:</b>	BERNARDINO SIMOES
<b>Contact Phone:</b>	908-287-8877
<b>Dealer/Distributor Name &amp; Address:</b>	GOOD YEAR 911-F OAK TREE ROAD S PLAINFIELD NJ 07080
<b>Contact Person:</b>	
<b>Contact Phone:</b>	000-000-0000
<b>Dealer/Distributor Name &amp; Address:</b>	GOODYEAR CERTIFIED TIRE & AUTO SVC INC 328 HADDONFIELD RD CHERRY HILL NJ 08002
<b>Contact Person:</b>	JOHN FASANO
<b>Contact Phone:</b>	609-665-5133
<b>Dealer/Distributor Name &amp; Address:</b>	GOODYEAR AUTO SERV CTR 1108 EAST MARLTON PIKE CHERRY HILL NJ 08034
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	609-795-2550
<b>Dealer/Distributor Name &amp; Address:</b>	GOODYEAR AUTO SERVICE CENTER 273-281 W BALTIMORE PIKE CLIFTON HTS PA 19018
<b>Contact Person:</b>	MICHAEL EVANCHECK
<b>Contact Phone:</b>	610-626-2881
<b>Dealer/Distributor Name &amp; Address:</b>	GOODYEAR AUTO SERVICE CENTER 1010 BLACK HORSE PIKE PLEASANTVILLE NJ 08232
<b>Contact Person:</b>	BOB STRAWDER
<b>Contact Phone:</b>	609-641-7694
<b>Dealer/Distributor Name &amp;</b>	GOODYEAR AUTO SERVICE CTR

<b>Address:</b>	3114 MT EPHRAIM AVE W COLLINGSWOOD NJ 08108
<b>Contact Person:</b>	HAROLD MASER
<b>Contact Phone:</b>	609-768-1888
<b>Dealer/Distributor Name &amp; Address:</b>	TWIN AUTOMOTIVE INC APOLLO TIRE CENTER 44 RIGHTER AVE DENVERVILLE NJ 07834-2114
<b>Contact Person:</b>	BRUCE SCHWARTZ
<b>Contact Phone:</b>	973-625-0213
<b>Dealer/Distributor Name &amp; Address:</b>	WINGFOOT COM TIRE SYSTEMS LLC 210 KEYSTONE RD CHESTER PA 19013
<b>Contact Person:</b>	MIKE DEELY
<b>Contact Phone:</b>	610-494-2160
<b>Dealer/Distributor Name &amp; Address:</b>	WINGFOOT COMMERCIAL TIRE SYSTEM 1002 ROUTE 315 TOWNSHIP WILKES BARRE PA 18705
<b>Contact Person:</b>	RANDEE PARASCHAK
<b>Contact Phone:</b>	570-829-1955
<b>Dealer/Distributor Name &amp; Address:</b>	WINGFOOT COMMERCIAL TIRE SYSTEMS LLC ACH ELECTRONIC PAYMENT 10 RUNWAY DR STE A LEVITTOWN PA 19057-4734
<b>Contact Person:</b>	
<b>Contact Phone:</b>	000-000-0000
<b>Contract#:</b> 82528	<b>Title:</b> TIRES, TUBES AND SERVICES
<b>Dealer/Distributor Name &amp; Address:</b>	AMERICAN TIRE & AUTO CARE 3275 QUAKER BRIDGE RD MERCERVILLE NJ 08619
<b>Contact Person:</b>	GEORGE WALTON
<b>Contact Phone:</b>	609-588-5555
<b>Dealer/Distributor Name &amp; Address:</b>	APOLLO AUTOMOTIVE CENTER B/A 44 RIGHTER AVE RT 46 WEST DENVERVILLE NJ 07834-2114
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	201-625-0213
<b>Dealer/Distributor Name &amp; Address:</b>	ASSOCIATED WHOLESALE TIRE 295 CHANGE BRIDGE PINE BROOK NJ 07058
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	000-000-0000
<b>Dealer/Distributor Name &amp; Address:</b>	BRADLEY TIRE SERVICE INC 523 WASHINGTON AVE BELLEVILLE NJ 07109
<b>Contact Person:</b>	BOB DESANCTIS
<b>Contact Phone:</b>	973-759-1000
<b>Dealer/Distributor Name &amp; Address:</b>	BRIDGESTONE AMERICAS INC FIRESTONE 280 BROADWAY ELMWOOD PARK NJ 07407
<b>Contact Person:</b>	JOE HAMLIN
<b>Contact Phone:</b>	201-475-8056
<b>Dealer/Distributor Name &amp; Address:</b>	BRIDGESTONE FIRESTONE DBA FIRESTONE BLDG PRODUCTS CO 280 BROADWAY ELMWOOD PARK NJ 07407
<b>Contact Person:</b>	JOE HAMLIN
<b>Contact Phone:</b>	201-475-8056
<b>Dealer/Distributor Name &amp; Address:</b>	BRIDGESTONE/FIRESTONE INC STORE # 14F5 WOODBIDGE CENTER RD WOODBIDGE NJ 07095
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	000-000-0000

<b>Address:</b>	672 BLOOMFIELD BLOOMFIELD NJ 07003
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	000-000-0000
<b>Dealer/Distributor Name &amp; Address:</b>	EDWARDS TIRE CO INC PO BOX 704 FARMINGDALE NJ 07727
<b>Contact Person:</b>	CHARLES WIBLE
<b>Contact Phone:</b>	908-938-6767
<b>Dealer/Distributor Name &amp; Address:</b>	ENGLEWOOD TIRE DISTRIBUTION INC 757 PAGE AVE P.O. BOX 665 LYNDHURST NJ 07071-0665
<b>Contact Person:</b>	
<b>Contact Phone:</b>	000-000-0000
<b>Dealer/Distributor Name &amp; Address:</b>	F & S TIRE CORP INC 2510 WOODBRIDGE AVE EDISON NJ 08817
<b>Contact Person:</b>	D SIMOES
<b>Contact Phone:</b>	908-985-8935
<b>Dealer/Distributor Name &amp; Address:</b>	F & S TIRE CORP INC 58 BRUNSWICK AVE EDISON NJ 08817
<b>Contact Person:</b>	BERNARDINO SIMOES
<b>Contact Phone:</b>	908-287-8877
<b>Dealer/Distributor Name &amp; Address:</b>	FIRESTONE STORE 14JE RT 70 & OLD MARLTON PIKE MARLTON NJ 08053
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	000-000-0000
<b>Dealer/Distributor Name &amp; Address:</b>	FIRESTONE COMPLETE AUTOCARE 3161 LANCASTER AVE PHILADELPHIA PA 19104
<b>Contact Person:</b>	FRAN
<b>Contact Phone:</b>	215-222-6821
<b>Dealer/Distributor Name &amp; Address:</b>	FIRESTONE COMPLETE AUTO CARE 4037 ROUTE 130 DELRAN NJ 08075
<b>Contact Person:</b>	VICKY DUNBAR
<b>Contact Phone:</b>	856-764-6970
<b>Dealer/Distributor Name &amp; Address:</b>	FIRESTONE STORE 41 SOUTH BROAD ST ELIZABETH NJ 07202
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	908-355-1150-9083
<b>Dealer/Distributor Name &amp; Address:</b>	FIRESTONE STORE 70 PARSONAGE RD EDISON NJ 08817
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	908-238-4050
<b>Dealer/Distributor Name &amp; Address:</b>	FIRESTONE STORE STATE HWY #18 E RUES LANE E BRUNSWICK NJ 08816
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	908-238-4050
<b>Dealer/Distributor Name &amp; Address:</b>	FIRESTONE STORE 180 RONTE 46 WEST DENVER NJ 07834
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	201-586-0859
<b>Dealer/Distributor Name &amp; Address:</b>	FIRESTONE STORE 1375 BLACKWOOD-CLEMENTON CLEMENTON NJ 08021
<b>Contact Person:</b>	UNKNOWN
<b>Contact Phone:</b>	609-782-1558
<b>Dealer/Distributor Name &amp;</b>	FIRESTONE STORE

# AUTOMOTIVE MAINTENANCE



TIRE SIZES	QUANTITY
1. 225/60/16	100
2. 235/55/17	100
3. 235/70/16	100
4. 215/60/16	100
5. 245/70/16	100
6. 205/60/16	100
7. 215/65/16	100
8. 245/65/17	100
9. 235/60/17	100
10. 185/70/14	100
11. 265/60/17	50
12. 235/60/16	100
13. 11/22.5 REARS	100
14. 11/22.5 FRONTS	100
15. 385/22.5 REARS	100
16. 385/22.5 FRONTS	100
17. 225/65/16	75
18. 315/80/22.5	50
19. 205/65/16	75
20. 235/75/15	50
21. 245/75/16	50
22. 215/60/15	100
23. 235/70/15	50
24. 215/70/15	50
25. 195/65/15	25
26. 235/70/16	50
27. 255/65/16	25
28. 265/75/16	50
29. 1200/22.5 REARS	50
30. 1200/22.5 FRONTS	50
31. 215/60/17	50

## Louis Strikowsky

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From: Bob Fstire [bob@fstire.com]  
Sent: Tuesday, October 09, 2012 1:34 PM  
To: Louis Strikowsky  
Subject: Re: price quote

On Tue, Oct 9, 2012 at 9:43 AM, Bob Fstire <bob@fstire.com> wrote:

> On Tue, Oct 9, 2012 at 9:34 AM, Louis Strikowsky <StrikowskyL@icnj.org> wrote:

>> Under this quote can you provide the state contract material # for  
>> these sizes

>>  
>> 235/70r/16 - Goodyear Wrg. SR-A - #183407418 - \$110.43

>>  
>> 215/60r16 - Firestone FR710 - #112-345 - \$86.67

>>  
>> 245/65r17 - Goodyear Wrg. SR-A - #183284418 - \$120.22

>>  
>> 11r22.5r - Firestone FD663 - #281-042 - \$356.89

>>  
>> 11r22.5f - Firestone FS560 - #156-531 - \$316.96

>>  
>> 385/65r22.5 r - Firestone T839 - #294-586 - \$518.71

>>  
>> 385/65r22.5 f - Firestone T839 - #294-586 - \$518.71

>>  
>> Louis, these are the most cost effective prices comparing Goodyear and Firestone state contracts.

Bob  
>>  
>>  
>> thanks

>  
>  
>  
> --  
> Bob Poulson  
> F & S Tire Corp.  
> (p) 732-287-8877  
> (f) 732-287-5286

--  
Bob Poulson  
F & S Tire Corp.  
(p) 732-287-8877  
(f) 732-287-5286

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# F & S TIRE CORP. INC.

**Mailing Address: P.O. Box 1352 • Edison, NJ 08818**

Main Office 58 Brunswick Avenue • Edison, NJ 08817 • Tel. (732) 287-8877 • Fax (732) 287-5286

September 12, 2012

*SC yes*

City of Jersey City  
Division of Purchasing  
Attn: Louis Strikowsky, Buyer

**RE: Request for Quotation.**

Following are the new contract prices on the list of tires you provided us. Our prices are based on the new state contracts that went into effect on August 20, 2012 and are valid thru March 31, 2013.

ITEM	SIZE	PRICE	MFG.	Article #
1.	225/60R16	\$94.21EA	Firestone	067-911 ✓ <i>82528</i>
2.	235/55R17	\$107.54EA	Firestone	077-325 ✓ <i>82528</i>
3.	235/70R16	\$110.43EA	Goodyear	183407418 <i>82527</i>
4.	215/60R16	\$86.67EA	Firestone	112-345 ✓ <i>82527</i>
5.	245/70R16	\$113.85EA	Goodyear	183293436 <i>82527</i>
6.	205/60R16	\$83.93EA	Firestone	124-653
7.	215/65R16	\$83.21EA	Firestone	048-136
8.	245/65R17	\$120.22EA	Goodyear	183184418
9.	235/60R17	\$105.21EA	Firestone	079-042
10.	185/70R14	\$53.20EA	Goodyear	402102477
11.	265/60R17	\$115.06EA	Firestone	023-189
12.	235/60R16	\$90.58EA	Goodyear	402464155
13.	11R22.5 R	\$356.89EA	Firestone	281-042 ✓ <i>82528</i>
14.	11R22.5 F	\$316.96EA	Firestone	156-531 ✓
15.	385/65R22.5 R	\$518.71EA	Firestone	294-586 ✓ <i>either R or F</i>
16.	385/65R22.5 F	\$518.71EA	Firestone	294-586 ✓
17.	225/65R16	\$83.14EA	Goodyear	706482163
18.	315/80R22.5	\$509.23EA	Firestone	240-623
19.	205/65R16	\$77.22EA	Firestone	131-657
20.	235/75R15	\$91.10EA	Goodyear	183406418
21.	245/75R16	\$107.95EA	Firestone	189-769
22.	215/60R15	\$71.40EA	Firestone	138-032
23.	235/70R15	\$89.54EA	Goodyear	183408418
24.	215/70R15	\$61.10EA	Goodyear	402282047
25.	195/65R15	\$69.86EA	Firestone	085-893
26.	235/70R16	DUP. #3		

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27.	-	255/65R16	-	\$140.17EA	Goodyear	706011140
28.	-	265/75R16	-	\$128.78EA	Firestone	147-050
29.	-	12R22.5 R	-	\$451.32EA	Firestone	157-341
30.	-	12R22.5 F	-	\$451.32EA	Firestone	157-351
31.	-	215/60R17	-	\$107.75EA	Firestone	043-716

If you have any questions, regarding the above pricing, please feel free to contact me.

Again, Thank You for the opportunity to provide pricing for your tire requirements.

Regards;

**Bob Poulson**  
**F&S Tire Corp. Inc.**

# 2012 WSCA PRICING

4/1/2012-3/31/2013

Material Number	BRAND	TIRE TYPE	DESCRIPTION	SIZE	PLY	LOAD INDEX	FET	2012 Government Catalog	%	Net Price
077359	FIRESTONE	POLICE PURSUIT WINTER	FIREHAWK PVS	P235/55R17		98V	\$0.00	\$140.60	20%	\$112.48
077376	FIRESTONE	POLICE PURSUIT WINTER	FIREHAWK PVS	P225/60R18		99V	\$0.00	\$290.97	NET	\$119.40
098388	FIRESTONE	POLICE PURSUIT WINTER	FIREHAWK PVS	P225/60R16		97V	\$0.00	\$122.75	20%	\$98.99
005254	FIRESTONE	POLICE PURSUIT	FIREHAWK GT V PURSUIT	P225/60R18		99W	\$0.00	\$257.63	20%	\$109.09
067911	FIRESTONE	POLICE PURSUIT	FIREHAWK GT V PURSUIT	P225/60R17		108V	\$0.00	\$263.42	NET	\$115.06
023189	FIRESTONE	POLICE PURSUIT	FIREHAWK PV41	P225/60R16		97V	\$0.00	\$117.76	20%	\$94.21
077925	FIRESTONE	POLICE PURSUIT	FIREHAWK GT V PURSUIT	P235/55R17		98W	\$0.00	\$134.43	20%	\$107.54
149558	FIRESTONE	POLICE PURSUIT	FIREHAWK PVS	P265/60R17		100H	\$0.00	\$254.13	NET	\$112.65
017885	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P245/65R17		105T	\$0.00	\$225.50	20%	\$180.40
017919	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P265/75R16		114T	\$0.00	\$200.63	20%	\$160.50
026495	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P205/75R15		97S	\$0.00	\$142.76	20%	\$114.21
026512	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P215/75R15		100S	\$0.00	\$148.35	20%	\$118.68
026546	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P225/75R15		102S	\$0.00	\$160.41	20%	\$128.33
026580	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P235/75R15		105S	\$0.00	\$168.85	20%	\$135.09
026614	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P245/75R16		108S	\$0.00	\$172.19	20%	\$137.75
026648	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P265/75R16		109S	\$0.00	\$185.56	20%	\$148.46
026682	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P265/75R16		114S	\$0.00	\$200.61	20%	\$160.50
026699	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P225/70R14		98S	\$0.00	\$156.97	20%	\$125.58
026716	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P225/70R15		100S	\$0.00	\$168.99	20%	\$135.20
026767	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P235/70R15		102S	\$0.00	\$172.89	20%	\$138.32
026784	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P235/70R16		104S	\$0.00	\$177.40	20%	\$141.93
026869	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P265/70R17		113S	\$0.00	\$227.06	20%	\$181.66
027379	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P255/70R16		109S	\$0.00	\$196.84	20%	\$157.48
027430	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P235/75R16		106S	\$0.00	\$176.03	20%	\$140.63
027481	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P245/70R16		106S	\$0.00	\$185.74	20%	\$148.60
030439	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P265/70R16		111S	\$0.00	\$208.54	20%	\$166.84
040843	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P215/70R15		97S	\$0.00	\$138.61	20%	\$110.99
040860	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P245/65R17		105S	\$0.00	\$225.49	20%	\$180.40
040911	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P225/75R16		106S	\$0.00	\$157.72	20%	\$126.18
040945	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P255/65R16		106S	\$0.00	\$202.50	20%	\$162.00
040928	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P235/65R17		103T	\$0.00	\$192.19	20%	\$153.76
040945	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P245/65R17		105S	\$0.00	\$209.12	20%	\$167.30
054239	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P275/60R17		110S	\$0.00	\$229.15	20%	\$183.33
054273	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P235/75R17		108S	\$0.00	\$204.40	20%	\$163.52
054290	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P245/70R17		108S	\$0.00	\$207.63	20%	\$166.11
054307	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P255/65R17		110S	\$0.00	\$214.72	20%	\$171.78
054324	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P255/65R17		108S	\$0.00	\$240.40	20%	\$192.33
054341	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P275/65R18		114T	\$0.00	\$271.15	20%	\$216.93
054358	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P265/75R15		112S	\$0.00	\$172.01	20%	\$137.61
054375	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P235/75R16		109S	\$0.00	\$168.59	20%	\$134.88
054392	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P235/70R16		107S	\$0.00	\$169.87	20%	\$135.90
054409	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P285/65R17		110T	\$0.00	\$223.98	20%	\$179.19
065068	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P265/60R18		109T	\$0.00	\$247.53	20%	\$198.03
066139	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P235/65R16		101S	\$0.00	\$172.97	20%	\$138.38
066156	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P285/70R17		117T	\$0.00	\$240.87	20%	\$192.70
066173	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION AT	P265/65R17		110T	\$0.00	\$248.64	20%	\$198.92
074810	FIRESTONE	P-METRIC LIGHT TRUCK	DESTINATION LE	P265/70R18		114S	\$0.00	\$236.37	20%	\$189.10
			WILDERNESS LE	P265/70R16		111S	\$0.00	\$144.74	20%	\$115.80

# 2012 WSCA PRICING

4/1/2012-3/31/2013

Material Number	BRAND	TIRE TYPE	DESCRIPTION	SIZE	PLY	LOAD INDEX	FET	2012 Government Catalog	%	Net Price
084890	FIRESTONE	PASSENGER	FR710	P235/55R17		98H	\$0.00	\$172.29	20%	\$137.89
085808	FIRESTONE	PASSENGER	FR710	P175/65R14		81T	\$0.00	\$81.55	20%	\$65.24
085825	FIRESTONE	PASSENGER	FR710	P185/65R14		85T	\$0.00	\$84.06	20%	\$67.25
085842	FIRESTONE	PASSENGER	FR710	P185/65R15		86T	\$0.00	\$84.62	20%	\$67.70
085859	FIRESTONE	PASSENGER	FR710	P225/60R16		97T	\$0.00	\$111.46	20%	\$89.17
085876	FIRESTONE	PASSENGER	FR710	P205/55R16		89T	\$0.00	\$114.38	20%	\$91.50
085893	FIRESTONE	PASSENGER	FR710	P195/65R15		89T	\$0.00	\$87.32	20%	\$69.86
085910	FIRESTONE	PASSENGER	FR710	P205/65R15		92T	\$0.00	\$90.98	20%	\$72.78
085927	FIRESTONE	PASSENGER	FR710	P215/65R15		95T	\$0.00	\$95.46	20%	\$76.37
085961	FIRESTONE	PASSENGER	FR710	P215/60R16		94T	\$0.00	\$108.34	20%	\$86.67
100054	FIRESTONE	PASSENGER	FIREHAWK GT Z	245/45R20		99W	\$0.00	\$256.59	20%	\$205.27
112345	FIRESTONE	PASSENGER	FR710	P215/60R16		94S	\$0.00	\$108.34	20%	\$86.67
117615	FIRESTONE	PASSENGER	AFFINITY TOURING	P185/65R14		85T	\$0.00	\$74.38	20%	\$59.50
117632	FIRESTONE	PASSENGER	AFFINITY TOURING	P195/65R15		87T	\$0.00	\$77.98	20%	\$62.39
117649	FIRESTONE	PASSENGER	AFFINITY TOURING	P195/65R15		89T	\$0.00	\$78.00	20%	\$62.40
117666	FIRESTONE	PASSENGER	AFFINITY TOURING	P205/60R15		90T	\$0.00	\$83.18	20%	\$66.55
117683	FIRESTONE	PASSENGER	AFFINITY TOURING	P205/65R15		92T	\$0.00	\$81.41	20%	\$65.12
117700	FIRESTONE	PASSENGER	AFFINITY TOURING	P205/70R15		95S	\$0.00	\$75.32	20%	\$60.26
117717	FIRESTONE	PASSENGER	AFFINITY TOURING	P215/60R15		93T	\$0.00	\$88.02	20%	\$70.41
117734	FIRESTONE	PASSENGER	AFFINITY TOURING	P215/70R15		97S	\$0.00	\$79.40	20%	\$63.52
117751	FIRESTONE	PASSENGER	AFFINITY TOURING	P205/55R16		89T	\$0.00	\$103.46	20%	\$82.76
117768	FIRESTONE	PASSENGER	AFFINITY TOURING	P215/60R16		94T	\$0.00	\$96.95	20%	\$77.56
117785	FIRESTONE	PASSENGER	AFFINITY TOURING	215/65R16		98T	\$0.00	\$92.44	20%	\$73.95
117802	FIRESTONE	PASSENGER	AFFINITY TOURING	P225/55R17		95T	\$0.00	\$140.25	20%	\$112.20
117819	FIRESTONE	PASSENGER	AFFINITY TOURING	P225/60R17		98H	\$0.00	\$122.23	20%	\$97.78
117836	FIRESTONE	PASSENGER	AFFINITY TOURING	P235/55R17		98H	\$0.00	\$154.71	20%	\$123.76
117853	FIRESTONE	PASSENGER	AFFINITY TOURING	P225/60R16		97T	\$0.00	\$100.35	20%	\$80.28
118125	FIRESTONE	PASSENGER	FIREHAWK INDY 500	P275/60R15		107S	\$0.00	\$146.35	20%	\$117.08
118133	FIRESTONE	PASSENGER	FIREHAWK INDY 500	P215/65R15		95S	\$0.00	\$123.20	20%	\$98.56
118648	FIRESTONE	PASSENGER	FIREHAWK INDY 500	P255/70R15		108S	\$0.00	\$135.30	20%	\$108.24
118656	FIRESTONE	PASSENGER	FIREHAWK INDY 500	P235/70R15		102S	\$0.00	\$124.03	20%	\$99.22
118664	FIRESTONE	PASSENGER	FIREHAWK INDY 500	P225/70R14		96S	\$0.00	\$117.24	20%	\$93.79
119620	FIRESTONE	PASSENGER	FIREHAWK INDY 500	P215/70R14		96S	\$0.00	\$114.22	20%	\$91.37
119660	FIRESTONE	PASSENGER	FIREHAWK INDY 500	P215/70R15		97S	\$0.00	\$115.98	20%	\$92.78
119679	FIRESTONE	PASSENGER	FIREHAWK INDY 500	P225/70R15		100S	\$0.00	\$120.24	20%	\$96.20
119741	FIRESTONE	PASSENGER	FIREHAWK INDY 500	P235/60R15		98S	\$0.00	\$130.38	20%	\$104.30
119768	FIRESTONE	PASSENGER	FIREHAWK INDY 500	P255/60R15		102S	\$0.00	\$138.19	20%	\$110.55
122528	FIRESTONE	PASSENGER	AFFINITY TOURING	P205/60R16		91H	\$0.00	\$95.44	20%	\$76.35
122545	FIRESTONE	PASSENGER	AFFINITY TOURING	215/55R16		94H	\$0.00	\$105.49	20%	\$84.39
124653	FIRESTONE	PASSENGER	FR710	P205/60R16		91H	\$0.00	\$104.91	20%	\$83.93
124670	FIRESTONE	PASSENGER	FR710	P195/60R15		87H	\$0.00	\$96.11	20%	\$76.69
124687	FIRESTONE	PASSENGER	FR710	235/65R16		103T	\$0.00	\$115.95	20%	\$92.76
124721	FIRESTONE	PASSENGER	FR710	P215/60R17		95T	\$0.00	\$126.68	20%	\$101.35
124738	FIRESTONE	PASSENGER	FR710	P205/50R16		86H	\$0.00	\$115.85	20%	\$92.68
124755	FIRESTONE	PASSENGER	FR710	P225/60R17		93T	\$0.00	\$146.85	20%	\$117.48
125197	FIRESTONE	PASSENGER	AFFINITY TOURING S4 FF	P195/65R15		89H	\$0.00	\$83.18	20%	\$66.55
131657	FIRESTONE	PASSENGER	AFFINITY TOURING S4 FF	P205/65R16		94S	\$0.00	\$96.52	20%	\$77.22
134037	FIRESTONE	PASSENGER	FR710	P225/60R18		99T	\$0.00	\$143.67	20%	\$114.93

# 2012 WSCA PRICING

4/1/2012-3/31/2013

Material Number	BRAND	TIRE TYPE	DESCRIPTION	SIZE	PLY	LOAD INDEX	FET	2012 Government Catalog	%	Net Price
429243	FIRESTONE	OFF THE ROAD	SUPER GROUND GRIP LD	17.5-25	20		\$0.00	\$1,507.76	20%	\$1,206.21
429770	FIRESTONE	OFF THE ROAD	DURAFORCE MH	370/75-28	14	G	\$0.00	\$1,381.80	20%	\$1,105.44
430246	FIRESTONE	OFF THE ROAD	HALF TREAD LDR DZR L5/L5S	65/35-33	42		\$0.00	\$15,634.08	20%	\$12,507.26
430484	FIRESTONE	OFF THE ROAD	PLAIN TREAD LDR DZR UMS	29.5-25	34		\$0.00	\$9,273.10	20%	\$7,418.48
430518	FIRESTONE	OFF THE ROAD	PLAIN TREAD LOADER DOZER	26.5-25	26		\$0.00	\$11,708.64	20%	\$9,366.91
431232	FIRESTONE	OFF THE ROAD	PLAIN TREAD LOADER DOZER	29.5-25	28		\$0.00	\$12,674.96	20%	\$10,139.97
431266	FIRESTONE	OFF THE ROAD	PLAIN TREAD LDR DZR IDU	18.00-25	40		\$0.00	\$5,847.53	20%	\$4,518.02
431317	FIRESTONE	OFF THE ROAD	PLAIN TREAD LOADER DOZER	18.00-25	40		\$0.00	\$7,167.50	20%	\$5,734.00
431351	FIRESTONE	OFF THE ROAD	DURAWASTE	65/35-33	30		\$0.00	\$17,913.58	20%	\$14,330.86
431453	FIRESTONE	OFF THE ROAD	DURAFORCE MH	400/75-28	16	H	\$0.00	\$1,489.90	20%	\$1,191.92
431487	FIRESTONE	OFF THE ROAD	PLAIN TREAD LOADER DOZER	18.00-25	40		\$0.00	\$7,321.66	20%	\$5,857.33
431608	FIRESTONE	OFF THE ROAD	DURALOAD SDT	45/65-45	58		\$0.00	\$36,301.86	20%	\$29,041.49
431657	FIRESTONE	OFF THE ROAD	DURALOAD SDT	35/65-33	42		\$0.00	\$9,957.43	20%	\$7,965.94
431674	FIRESTONE	OFF THE ROAD	DURALOAD SDT	45/65-45	58		\$0.00	\$33,398.20	20%	\$26,718.56
431691	FIRESTONE	OFF THE ROAD	DURALOAD DT	45/65-45	58		\$0.00	\$28,722.64	20%	\$22,978.11
431708	FIRESTONE	OFF THE ROAD	DURALOAD DT	45/65-45	58		\$0.00	\$31,020.00	20%	\$24,816.00
431776	FIRESTONE	OFF THE ROAD	PLAIN TREAD LDR DZR UMS	29.5-29	34		\$0.00	\$12,823.48	20%	\$10,258.78
480136	FIRESTONE	OFF THE ROAD	SUPER ROCK GRIP E3/L3	26.5-25	44		\$0.00	\$6,279.20	20%	\$5,023.36
800560	FIRESTONE	OFF THE ROAD	SUPER ROCK GRIP DT	33.5-33	50		\$0.00	\$12,332.80	20%	\$9,866.24
800770	FIRESTONE	OFF THE ROAD	SUPER ROCK GRIP LD	33.5-33	44		\$0.00	\$10,944.42	20%	\$8,755.54
800773	FIRESTONE	OFF THE ROAD	PLAIN TREAD LOADER DOZER	33.25-35	44		\$0.00	\$14,773.04	20%	\$11,818.43
151009	FIRESTONE	MEDIUM TIRE	FD663	12R22.5	16	H	\$36.76	\$807.12	NET	\$464.16
156523	FIRESTONE	MEDIUM TIRE	FS560 PLUS	11R22.5	16	H	\$36.76	\$760.98	NET	\$418.09
156531	FIRESTONE	MEDIUM TIRE	FS560 PLUS	11R22.5	14	G	\$25.23	\$599.40	NET	\$316.96
156558	FIRESTONE	MEDIUM TIRE	FS560 PLUS	11R22.5	16	H	\$29.39	\$627.94	NET	\$346.04
156566	FIRESTONE	MEDIUM TIRE	FS560 PLUS	29.5/75R22.5	14	G	\$25.23	\$592.46	NET	\$314.24
156574	FIRESTONE	MEDIUM TIRE	FS560 PLUS	11R24.5	14	G	\$29.39	\$644.27	NET	\$339.70
156582	FIRESTONE	MEDIUM TIRE	FS560 PLUS	11R24.5	16	H	\$34.59	\$664.38	NET	\$367.00
156590	FIRESTONE	MEDIUM TIRE	FS560 PLUS	28.5/75R24.5	14	G	\$25.23	\$628.15	NET	\$332.63
157147	FIRESTONE	MEDIUM TIRE	T819	315/80R22.5	20	L	\$52.83	\$951.16	NET	\$510.30
157341	FIRESTONE	MEDIUM TIRE	T819	12R22.5	16	H	\$36.76	\$831.74	NET	\$451.32
157368	FIRESTONE	MEDIUM TIRE	T819	12R24.5	16	H	\$40.92	\$873.11	NET	\$476.14
158678	FIRESTONE	MEDIUM TIRE	FD690 PLUS	11R22.5	14	G	\$25.23	\$674.79	NET	\$383.48
159067	FIRESTONE	MEDIUM TIRE	FD690 PLUS	29.5/75R22.5	14	G	\$25.23	\$673.50	NET	\$383.48
159084	FIRESTONE	MEDIUM TIRE	FD690 PLUS	28.5/75R24.5	14	G	\$25.23	\$711.37	NET	\$398.76
159135	FIRESTONE	MEDIUM TIRE	FD690 PLUS	11R24.5	14	G	\$29.39	\$715.98	NET	\$398.76
160716	FIRESTONE	MEDIUM TIRE	FS560 PLUS	22.5/70R19.5	12	F	\$1.32	\$462.93	NET	\$256.46
169964	FIRESTONE	MEDIUM TIRE	FS560 PLUS	24.5/70R19.5	14	G	\$9.83	\$516.54	NET	\$286.14
169981	FIRESTONE	MEDIUM TIRE	FS560 PLUS	24.5/70R19.5	12	F	\$5.48	\$500.96	NET	\$278.75
183734	FIRESTONE	MEDIUM TIRE	T831	11R24.5	16	H	\$34.59	\$741.05	NET	\$391.25
186673	FIRESTONE	MEDIUM TIRE	FD690 PLUS	22.5/70R19.5	12	F	\$1.32	\$476.72	NET	\$268.81
186692	FIRESTONE	MEDIUM TIRE	FD690 PLUS	24.5/70R19.5	14	G	\$9.83	\$533.52	NET	\$300.82
192982	FIRESTONE	MEDIUM TIRE	FS560	25.5/70R22.5	16	HL	\$18.99	\$535.10	NET	\$288.71
192999	FIRESTONE	MEDIUM TIRE	FS560 PLUS	27.5/70R22.5	16	H	\$33.08	\$545.65	NET	\$308.29
193016	FIRESTONE	MEDIUM TIRE	FS560 PLUS	9R22.5	12	F	\$9.83	\$429.27	NET	\$271.75
193050	FIRESTONE	MEDIUM TIRE	FS560	10R22.5	14	G	\$20.51	\$559.33	NET	\$341.65
208660	FIRESTONE	MEDIUM TIRE	FS560 PLUS	21.5/75R17.5	16	H	\$12.29	\$448.68	NET	\$227.16
208945	FIRESTONE	MEDIUM TIRE	FD835	11R24.5	16	H	\$34.59	\$809.18	NET	\$453.55

**2012 WSCA PRICING**  
4/1/2012-3/31/2013

Material Number	Brand	Tire Type	Description	Size	Ply	Load Index	FET	2012 Government Catalog	%	Net Price
211206	FIRESTONE	MEDIUM TIRE	FD663	11R22.5	16	HL	\$29.39	\$674.37	NET	\$385.04
211274	FIRESTONE	MEDIUM TIRE	FS560	10R22.5	12	F	\$16.07	\$527.20	NET	\$331.98
227057	FIRESTONE	MEDIUM TIRE	FS560 PLUS	225/70R19.5	14	G	\$4.44	\$476.99	NET	\$266.82
227074	FIRESTONE	MEDIUM TIRE	FD690 PLUS	225/70R19.5	14	G	\$4.44	\$491.68	NET	\$279.95
235319	FIRESTONE	MEDIUM TIRE	FT455 PLUS	295/75R22.5	14	GL	\$25.23	\$545.36	NET	\$302.18
235336	FIRESTONE	MEDIUM TIRE	FT455 PLUS	285/75R24.5	14	GL	\$25.23	\$578.36	NET	\$316.74
235353	FIRESTONE	MEDIUM TIRE	FT455 PLUS	11R22.5	14	GL	\$25.23	\$546.29	NET	\$302.18
235370	FIRESTONE	MEDIUM TIRE	FT455 PLUS	11R24.5	14	GL	\$29.39	\$584.41	NET	\$316.74
235387	FIRESTONE	MEDIUM TIRE	FT455 PLUS	255/70R22.5	16	HL	\$18.99	\$493.57	NET	\$287.61
238209	FIRESTONE	MEDIUM TIRE	FD695 PLUS	295/75R22.5	14	GL	\$25.23	\$707.18	NET	\$383.48
238226	FIRESTONE	MEDIUM TIRE	FD695 PLUS	285/75R24.5	14	G	\$25.23	\$674.10	30%	\$471.87
238243	FIRESTONE	MEDIUM TIRE	FD695 PLUS	11R22.5	14	G	\$25.23	\$631.41	NET	\$383.48
240623	FIRESTONE	MEDIUM TIRE	FS400	315/80R22.5	20	L	\$52.83	\$776.94	NET	\$509.23
244031	FIRESTONE	MEDIUM TIRE	FS507 PLUS	295/75R22.5	14	GL	\$25.23	\$655.71	NET	\$336.10
244108	FIRESTONE	MEDIUM TIRE	FS507 PLUS	295/75R22.5	16	HL	\$34.59	\$682.43	NET	\$349.80
244125	FIRESTONE	MEDIUM TIRE	FS507 PLUS	285/75R24.5	14	GL	\$25.23	\$685.24	NET	\$363.48
244142	FIRESTONE	MEDIUM TIRE	FS507 PLUS	11R22.5	14	GL	\$25.23	\$633.40	NET	\$336.10
244159	FIRESTONE	MEDIUM TIRE	FS507 PLUS	11R22.5	16	HL	\$29.39	\$655.67	NET	\$349.80
244176	FIRESTONE	MEDIUM TIRE	FS507 PLUS	11R24.5	14	GL	\$29.39	\$680.98	NET	\$363.48
244193	FIRESTONE	MEDIUM TIRE	FS507 PLUS	11R24.5	16	L	\$34.59	\$720.59	NET	\$380.59
252727	FIRESTONE	MEDIUM TIRE	XR4	10R17.5HC	14	G	\$12.29	\$432.71	NET	\$287.09
281034	FIRESTONE	MEDIUM TIRE	FD663	10R22.5	12	F	\$16.07	\$561.93	NET	\$342.43
281042	FIRESTONE	MEDIUM TIRE	FD663	11R22.5	14	G	\$25.23	\$509.84	30%	\$356.89
281050	FIRESTONE	MEDIUM TIRE	FD663	295/75R22.5	14	G	\$25.23	\$647.58	NET	\$364.17
281069	FIRESTONE	MEDIUM TIRE	FD663	11R24.5	14	G	\$29.39	\$535.09	30%	\$374.56
281077	FIRESTONE	MEDIUM TIRE	FD663	285/75R24.5	14	G	\$25.23	\$689.72	NET	\$382.21
281557	FIRESTONE	MEDIUM TIRE	T831	11R22.5	16	H	\$29.39	\$722.90	NET	\$408.01
281573	FIRESTONE	MEDIUM TIRE	T831	11R24.5	16	H	\$36.76	\$813.01	NET	\$446.41
281581	FIRESTONE	MEDIUM TIRE	T831	11.00R20	16	H	\$36.76	\$889.14	NET	\$470.98
293733	FIRESTONE	MEDIUM TIRE	FD663	12R22.5	16	H	\$34.59	\$704.54	NET	\$405.66
294535	FIRESTONE	MEDIUM TIRE	FD663	11R22.5	16	H	\$29.39	\$542.73	30%	\$379.91
294543	FIRESTONE	MEDIUM TIRE	T819	11R24.5	16	H	\$34.59	\$577.55	30%	\$404.29
294586	FIRESTONE	MEDIUM TIRE	T839	385/65R22.5	18	J	\$27.74	\$976.27	NET	\$518.71
294594	FIRESTONE	MEDIUM TIRE	T839	425/65R22.5	20	L	\$37.33	\$1,087.31	NET	\$578.34
294608	FIRESTONE	MEDIUM TIRE	T839	445/65R22.5	20	L	\$41.58	\$1,243.08	NET	\$661.36
296902	FIRESTONE	MEDIUM TIRE	FS590 PLUS	11R22.5	14	G	\$25.23	\$679.24	NET	\$342.87
296910	FIRESTONE	MEDIUM TIRE	FS590 PLUS	11R24.5	14	G	\$29.39	\$714.56	NET	\$362.28
296929	FIRESTONE	MEDIUM TIRE	FS590 PLUS	295/75R22.5	14	G	\$25.23	\$675.98	NET	\$342.87
296937	FIRESTONE	MEDIUM TIRE	FS590 PLUS	285/75R24.5	14	G	\$25.23	\$718.54	NET	\$362.28
135470	FIRESTONE	LIGHT TRUCK RECREATIONAL	DESTINATION M/T	LT235/75R15	C	104Q	\$0.00	\$170.12	20%	\$136.09
155543	FIRESTONE	LIGHT TRUCK RECREATIONAL	DESTINATION M/T	LT245/75R16	E	120Q	\$0.00	\$219.54	20%	\$175.62
155586	FIRESTONE	LIGHT TRUCK RECREATIONAL	DESTINATION M/T	LT235/85R16	E	120Q	\$0.00	\$202.99	20%	\$162.39
155594	FIRESTONE	LIGHT TRUCK RECREATIONAL	DESTINATION M/T	30X9.50R15LT	C	104Q	\$0.00	\$174.19	20%	\$139.35
155608	FIRESTONE	LIGHT TRUCK RECREATIONAL	DESTINATION M/T	31X10.50R15LT	C	109Q	\$0.00	\$193.07	20%	\$154.45
155616	FIRESTONE	LIGHT TRUCK RECREATIONAL	DESTINATION M/T	33X12.50R15LT	C	108Q	\$0.00	\$234.03	20%	\$187.22
158404	FIRESTONE	LIGHT TRUCK RECREATIONAL	DESTINATION LE	31X10.50R15LT	C	109R	\$0.00	\$186.87	20%	\$149.50
158438	FIRESTONE	LIGHT TRUCK RECREATIONAL	DESTINATION LE	LT235/75R15	C	104S	\$0.00	\$164.67	20%	\$131.74

WSCA (Western States Contracting Alliance)							
Effective 04/01/2012, Expires 03/31/2013							Schedule
The Goodyear Tire & Rubber Company						9/1/2011	9/1/2011
Product Code	Description	Item Status	Group Code	Base Price	Calculated Net Price		
179136418	LT235/80R17 120/117R E WRL SR-A OWLTL	Discontinued	7941	\$ 287.02	\$ 149.25		
179136436	LT235/80R17 120/117R E WRL SR-A VSBTL	Available	7941	\$ 285.63	\$ 148.53		
179469492	LT245/70R17 119/116R E WRL SR-A OWLTL	Available	7941	\$ 274.75	\$ 142.87		
179510492	31-1050R15LT 109R C WRANGLER SR-A OWLTL	Available	7941	\$ 212.19	\$ 110.34		
179535492	LT265/70R17 121/118R E WRL SR-A OWLTL	Available	7941	\$ 299.38	\$ 155.68		
179585492	LT285/75R16 126/123R E WRL SR-A OWL TL	Available	7941	\$ 296.75	\$ 154.31		
179636492	LT245/75R17 121/118R E WRL SR-A OWLTL	Available	7941	\$ 288.88	\$ 150.22		
179646492	LT275/70R18 125/122R E WRL SR-A OWL TL	Available	7941	\$ 325.00	\$ 169.00		
179696217	LT265/70R17 121/118S E WRL SR-A BSLTL	Available	7941	\$ 296.31	\$ 154.08		
179745217	LT235/85R16 120/116R E WRL SR-A BSL TL	Available	7941	\$ 242.56	\$ 126.13		
179746492	LT265/75R16 123/120R E WRL SR-A OWL TL	Available	7941	\$ 273.88	\$ 142.42		
179747217	LT245/75R16 120/116R E WRL SR-A BSL TL	Available	7941	\$ 250.87	\$ 130.45		
179747492	LT245/75R16 120/116R E WRL SR-A OWL TL	Available	7941	\$ 256.88	\$ 133.58		
179748217	LT225/75R16 115/112R E WRL SR-A BSL TL	Available	7941	\$ 232.94	\$ 121.13		
179751217	LT215/85R16 115/112P E WRL SR-A BSL TL	Available	7941	\$ 232.63	\$ 120.97		
183001436	P245/60R18 105T SL WRL SR-A VSB TL	Available	7941	\$ 245.87	\$ 127.85		
183017418	P225/75R16 104S SL WRL SR-A OWL TL	Available	7941	\$ 204.44	\$ 106.31		
183021436	P215/70R16 100S SL WRL SR-A VSB TL	Available	7941	\$ 190.75	\$ 99.19		
183025418	P215/75R15 100S S2 WRL SR-A OWL TL	Available	7941	\$ 162.31	\$ 84.40		
183050418	P265/70R15 110S S2 WRL SR-A OWL TL	Available	7941	\$ 200.44	\$ 104.23		
183054418	P225/70R16 103T SL WRL SR-A OWL TL	Available	7941	\$ 199.06	\$ 103.51		
183055418	P265/65R18 112S SL WRL SR-A OWL TL	Available	7941	\$ 272.25	\$ 141.57		
183064418	P225/75R15 102S S2 WRL SR-A OWL TL	Available	7941	\$ 166.75	\$ 86.71		
183105418	P235/65R17 103S S2 WRL SR-A OWL TL	Available	7941	\$ 238.06	\$ 123.79		
183106418	P265/70R17 113R S2 WRL SR-A OWL TL	Available	7941	\$ 252.69	\$ 131.40		
183106436	P265/70R17 113R S2 WRL SR-A VSB TL	Available	7941	\$ 250.38	\$ 130.20		
183107418	P255/75R17 113S S2 WRL SR-A OWL TL	Available	7941	\$ 219.62	\$ 114.20		
183114470	P245/70R17 108S S2 WRL SR-A C VSB TL	Available	7941	\$ 240.50	\$ 125.06		
183212418	P265/70R16 111S S2 WRL SR-A OWL TL	Available	7941	\$ 218.62	\$ 113.68		
183217418	P245/75R16 109S S2 WRL SR-A OWL TL	Available	7941	\$ 214.87	\$ 111.73		
183217436	P245/75R16 109S S2 WRL SR-A VSB TL	Available	7941	\$ 208.50	\$ 108.42		
183284418	P245/65R17 105S S2 WRL SR-A OWL TL	Available	7941	\$ 231.19	\$ 120.22		
183293436	P245/70R16 106S S2 WRL SR-A VSB TL	Available	7941	\$ 218.94	\$ 113.85		
183332418	P235/75R15 108S S2 WRL SR-A OWL TL	Discontinued	7941	\$ 183.49	\$ 95.41		
183406418	P235/75R15 105S S2 WRL SR-A OWL TL	Available	7941	\$ 175.19	\$ 91.10		
183407418	P235/70R16 104S S2 WRL SR-A OWL TL	Available	7941	\$ 212.37	\$ 110.43		
183408418	P235/70R15 102S S2 WRL SR-A OWL TL	Available	7941	\$ 172.19	\$ 89.54		
183482418	P225/70R15 100S S2 WRL SR-A OWL TL	Available	7941	\$ 167.06	\$ 86.87		
183487418	P265/70R18 114S S2 WRL SR-A OWL TL	Available	7941	\$ 264.06	\$ 137.31		
183519436	P265/60R18 109S S2 WRL SR-A VSB TL	Discontinued	7941	\$ 224.43	\$ 116.70		
183519492	P265/60R18 109S S2 WRL SR-A OWL TL	Discontinued	7941	\$ 214.04	\$ 111.30		
183538418	P275/65R18 114T SL WRL SR-A OWL TL	Available	7941	\$ 311.88	\$ 162.18		
183539418	P235/75R17 108S SL WRL SR-A OWL TL	Available	7941	\$ 216.88	\$ 112.78		
183540418	P255/70R17 110S SL WRL SR-A OWL TL	Available	7941	\$ 263.25	\$ 136.89		
183558418	P265/60R18 109T S2 WRL SR-A OWL TL	Discontinued	7941	\$ 257.78	\$ 134.05		
183558436	P265/60R18 109T S2 WRL SR-A VSB TL	Available	7941	\$ 253.13	\$ 131.63		
183579418	P255/65R17 108S SL WRL SR-A OWL TL	Available	7941	\$ 250.94	\$ 130.49		
183597418	P245/70R16 106S S2 WRL SR-A OWL TL	Available	7941	\$ 220.69	\$ 114.76		
183601418	P255/70R16 109S S2 WRL SR-A OWL TL	Available	7941	\$ 216.94	\$ 112.81		
183602436	P265/65R17 110S S2 WRL SR-A VSB TL	Available	7941	\$ 249.44	\$ 129.71		
183612418	P255/70R18 112T SL WRL SR-A OWL TL	Available	7941	\$ 259.50	\$ 134.94		
183650470	P275/55R20 111H SL WRL SR-A SL VSB TL	Available	7941	\$ 284.25	\$ 147.81		

QUOTATION ANALYSIS SHEET

DATE	10/9/2012	VENDOR NAME		f/s					
REQ. NO.				tire					
DIV/DEPT	auto								
ITEM #	tires	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	p235/55/17	75	EA	\$107.54	\$8,065.50		\$0.00		\$0.00
2	p215/60r/16	50	EA	\$86.67	\$4,333.50		\$0.00		\$0.00
3	p235/70r/16	10	EA	\$110.43	\$1,104.30		\$0.00		\$0.00
4	11r-22.5 r	35	EA	\$356.89	\$12,491.15		\$0.00		\$0.00
5	11r-22.5 f	20	EA	\$316.96	\$6,339.20		\$0.00		\$0.00
6	385-r22.5	10	EA	\$518.71	\$5,187.10		\$0.00		\$0.00
7	p245/70r/17	12	EA	\$113.85	\$1,366.20		\$0.00		\$0.00
8	p225/60r/16	16	EA	\$94.21	\$1,507.36		\$0.00		\$0.00
9			dz		\$0.00		\$0.00		\$0.00
10			dz		\$0.00		\$0.00		\$0.00
11			EA		\$0.00		\$0.00		\$0.00
12			EA		\$0.00		\$0.00		\$0.00
13			EA		\$0.00		\$0.00		\$0.00
14			EA		\$0.00		\$0.00		\$0.00
15			EA		\$0.00		\$0.00		\$0.00
SUB-TOTAL					\$40,394.31		\$0.00		\$0.00
SHIPPING/HANDLING					\$0.00		\$0.00		\$0.00
TOTAL					\$40,394.31		\$0.00		\$0.00

**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 F & S Tire Corp. 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 F & S Tire Corp. 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: F & S Tire Corp. Inc.

Signed [Signature] Title: Director of Purchasing

Print Name: Robert J. Poulson Date: 10/12/12

Subscribed and sworn before me  
this 12 day of October, 2012.

My Commission expires:  
Vitalina A Valerio  
Notary Public

State of New Jersey  
My commission Expires 4/9/17

[Signature]

ROBERT POULSON  
(Affiant)  
PURCHASING DIRECTOR  
(Print name & title of affiant) (Corporate Seal)

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

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

**Part I – Vendor Affirmation**

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

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Michele Massey
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: \_\_\_\_\_

Signed: Robert J. Poulson

Title: Director of Purchasing

Print Name: Robert J. Poulson

Date: 10/17/12

Subscribed and sworn before me this 12 day of October, 2012

My Commission expires: \_\_\_\_\_  
 Vitalina A Valerio  
 Notary Public  
 State of New Jersey  
 My Commission Expires 4/9/17

Robert Poulson  
 (Affiant)  
PURCHASING DIRECTOR  
 (Print name & title of affiant) (Corporate Seal)







## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	F & S TIRE CORP., INC.
<b>Trade Name:</b>	GLASCO TIRE SERVICE
<b>Address:</b>	1161 WOODBRIDGE ROAD RAHWAY, NJ 07065-5516
<b>Certificate Number:</b>	0064824
<b>Effective Date:</b>	July 15, 1970
<b>Date of Issuance:</b>	October 09, 2012

**For Office Use Only:**

20121009105015775

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

City Clerk File No. Res. 12-783  
 Agenda No. 10.Y  
 Approved: OCT 24 2012



TITLE: **RESOLUTION AUTHORIZING A CHANGE ORDER FOR A CONTRACT WITH GREEN CONSTRUCTION, INC. FOR THE BAYSIDE PARK - RENOVATION PROJECT NO. 2005-020 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

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

**WHEREAS**, the Municipal Council of the City of Jersey City at its July 15, 2009, meeting authorized the award of a Contract between the City of Jersey City and Green Construction, Inc. for a total bid price of \$3,888,000.00 with a 10% contingency of \$388,800.00; and

**WHEREAS**, on September 27, 2011 the Municipal Council did approved a Change Order in the amount of \$309,418.52 (Res. 11-685) for a new retaining wall to replace the one that was failing at Bayside Terrace; and

**WHEREAS**, it has become necessary to amend the aforementioned contract because of additional work that could not be effectuated under a separate contract and items of work, all explicitly excluded from the contractor's contract and outlined in the attached Memorandum dated October 12, 2012 to the Municipal Council from Brian F. Weller, L.L.A. Chief Landscape Architect; and

**WHEREAS**, the additional amount to be encumbered for this Change Order shall not exceed NINETEEN THOUSAND SIX HUNDRED TWENTY-EIGHT AND 25/100 DOLLARS (\$19,628.25) representing an overall increase of 19% over the original amount; and

**WHEREAS**, these funds are available for this expenditure in General Parks Account No.:

04-215-55-826-990                      104271                                      \$19,628.25

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

1. A change order in the amount of \$19,628.25 increasing the contract amount with Green Construction Inc. from \$4,586,218.52 contract amount to \$4,605,846.77 is hereby approved;
2. All other terms and conditions of the agreement shall remain in effect; and
3. Notice of this change order will be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account 04-215-55-826-990 (Capital Parks) for payment of the above resolution.

ab  
 October 12, 2012

APPROVED: John M. Sheeth for Recording      APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10.24.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
 Robert Byrne, City Clerk

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : October 12, 2012

TO : Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Chief Landscape Architect 

SUBJECT : Bayside Park Renovation  
Project No. 2005-020  
Re: Change Order - Concrete and Additional Fencing

It has become necessary to amend the Bayside Park - Renovation contract between the City and Green Construction for a second time due to additional unforeseeable work that could not be effectuated under a separate contract and items of work, all explicitly excluded from the contractor's contract. With the attached resolution, we are requesting an additional 1% (\$19,628.25) contingency bringing the total contingency to 19% (\$717,846.77).

The Park was renovated with the installation of a new retaining wall (Change Order Res. 11-685), new site lighting, sports court lighting, tennis courts, basketball courts, playground, spray-ground, security infrastructure and overall site circulation improvements together with general public safety improvements and landscaping included in this phase all help contribute to a desirable destination.

After the Grand Opening of the park for public use, it was noted that there were several issues that needed to be addressed. City officials met with the contractor Green Construction at the site and it was agreed to handle them in the form change orders. Below are Change Orders No. 5 and 6 which were processed.

<i>Change Order</i>	<i>Reason For Changes</i>	<i>Amount</i>	<i>Days Added</i>
#5	A. JCMUA solid cover on E Inlet	\$2,296.92	(0)
	B. JCMUA grit chamber	\$13,291.33	(0)
	<b>Credit **</b> A. Stamped Concrete	(\$18,000.00)	
#6	A. Installation of Concrete in landscape area	\$35,000.00	(0)
	B. Additional Fencing behind field house	\$2,940.00	(0)
	<b>Credit**</b> A. 800 Amp Service	(\$14,000.00)	
	B. Landscaping not replaced	(\$1,900.00)	
		<b>\$ 19,628.25</b>	

	Change Order 1 - 4 (Res. 11-685)	<i>\$698,218.52</i>	
	Total Change Orders 1 - 6	<i>\$717,846.77</i>	

Please note that with the summer season and school closing this work needed to be completed without delay to protect the park patrons. It would have been impractical at that time to seek proposals for the additional work.

ab  
attachments

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

City Clerk File No. Res. 11-685

Agenda No. 10.Z.6

Approved: SEP 27 2011



**TITLE:** RESOLUTION AUTHORIZING A CHANGE ORDER FOR A CONTRACT WITH GREEN CONSTRUCTION, INC. FOR THE BAYSIDE PARK - RENOVATION PROJECT NO. 2005-020 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City at its July 15, 2009, meeting authorized the award of a Contract between the City of Jersey City and Green Construction, Inc. for a total bid price of \$3,888,000.00 with a 10% contingency of \$388,800.00; and

WHEREAS, it has become necessary to amend the aforementioned contract because of additional work that could not be effectuated under a separate contract and items of work, all explicitly excluded from the contractor's contract and outlined in the attached Memorandum dated September 19, 2011 to the Municipal Council from Brian F. Weller, L.L.A. Chief Landscape Architect; and

WHEREAS, the additional amount to be encumbered for this Change Order shall not exceed THREE HUNDRED NINE THOUSAND FOUR HUNDRED EIGHTEEN AND 52/100 DOLLARS (\$309,418.52) representing an overall increase of 18% over the original amount; and

WHEREAS, these funds are available for this expenditure in:

Account	P. O. No.	Amount
04-226-55-000-034	104270	\$226,418.49
04-215-55-826-990	104271	\$ 83,000.03
		\$309,418.52

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

1. A change order in the amount of \$309,418.52 increasing the contract amount with Green Construction Inc. from \$3,888,000.00 to \$4,207,418.52 plus the contingency of \$388,800.00 bringing the total contract amount to \$4,586,218.52 is hereby approved;
2. All other terms and conditions of the agreement shall remain in effect; and
3. Notice of this change order will be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account 04-226-55-000-034 (PPG Grant) and 04-215-55-826-990 (Capital Parks) for payment of the above resolution.

ab  
September 22, 2011

APPROVED: [Signature] 9/22/11 APPROVED AS TO LEGAL FORM  
APPROVED: [Signature] Corporation Counsel  
Business Administrator

Certification Required   
Not Required

APPROVED 9-0

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

✓ Indicates Voto N.V.-Not Voting (Absent)

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

COPY



# CITY OF JERSEY CITY

DIVISION OF PURCHASING

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

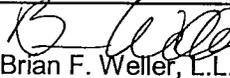
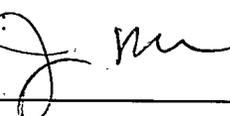
TEL. NO. (201) 547-5155

FAX NO. (201) 547-6586

St  
10/12/12

## REQUEST FOR CHANGE ORDER OR CANCELLATION

### C.O. NO.

FROM:  Brian F. Weller, L.L.A., Director	PURCHASE ORDER NO. 104271
APPROVED: 	REQUISITION NO. R0155071
	ORIGINAL AMOUNT \$83,000.03
DEPT./DIV. Public Works/Architecture	BUD. YEAR: 12 FUND: 04 G/L NO: 215
DATE: October 12, 2012	CAFR: 55 SUB LDGR: 826 OBJ: 990
VENDOR NAME Green Construction, Inc.	VENDOR NO. GR244820

PLEASE  CHANGE  CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

- AMOUNT IS WRONG \$ 83,000.03  INCREASE BY \$ 19,628.25
- IT SHOULD BE \$ 102,628.28  DECREASE BY \$ \_\_\_\_\_
- BUD. YR. \_\_\_\_\_  FUND: \_\_\_\_\_  G/L NO.: \_\_\_\_\_ IS WRONG  
IT SHOULD BE BUD. YR. \_\_\_\_\_  FUND \_\_\_\_\_ G/L NO. \_\_\_\_\_
- CAFR: \_\_\_\_\_  SUB LDGR: \_\_\_\_\_  OBJ: \_\_\_\_\_ IS WRONG  
IT SHOULD BE CAFR: \_\_\_\_\_ SUB LDGR: \_\_\_\_\_ OBJ: \_\_\_\_\_
- VENDOR NUMBER IS WRONG: \_\_\_\_\_  
IT SHOULD BE \_\_\_\_\_
- VENDOR NAME IS WRONG: \_\_\_\_\_  
IT SHOULD BE \_\_\_\_\_
- VENDOR ADDRESS IS WRONG: \_\_\_\_\_  
IT SHOULD BE \_\_\_\_\_
- SHIPPING CHARGE IS WRONG: \$ \_\_\_\_\_ IT SHOULD BE \$ \_\_\_\_\_

LGFS BATCH NO.

### DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

Bayside Park - Renovation - Project No. 2005-020. Change to the original scope of work by City via Change Order No. 5 requesting additional concrete work in place of landscaping area and the installation fencing around the field house for safety reasons.. This will be the final change needed to this contract.

BUYER: \_\_\_\_\_  
REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PETER FOLGADO**  
**PURCHASING DIRECTOR**

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



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

PURCHASE ORDER NUMBER  
 104271

**PURCHASE ORDER & VOUCHER**

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

REQUISITION # 0155071  
 BUYER PUBLICBID

09/20/2011 GR244820

**VENDOR INFORMATION**

GREEN CONSTRUCTION, INC.  
 P.O. BOX 550  
 BROWNS & ELIZABETH ST.  
 SOUTH RIVER NJ 08862

**DELIVER TO**

ARCHITECTURE  
 575 ROUTE 440  
 JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	1	BAYSIDE PARK BAYSIDE PARK - RENOVATION  PROJECT NO. 2005-020  RESOLUTION AUTHORIZING A CHANGE ORDER FOR A CONTRACT WITH GREEN CONSTRUCTION, INC, FOR THE BAYSIDE PARK - RENOVATION, PROJECT NO. 2005-020 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE	04-215-55-826-990	83,000.0300	83,000.03

RECEIVED  
 2011 SEP 29 PM 1:42  
 DIVISION OF ARCHITECTURE

TAX EXEMPTION NO. 22-6002013

PO Total 83,000.03

**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 *[Signature]*  
 VENDOR SIGN HERE

*Pat Nammal*  
 OFFICIAL POSITION DATE 9/20/11

**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.

*Division Bill Wells* 10-5-11  
 TITLE OR POSITION DATE

*Raquel Jassado for Peter Jalgado* 9/20/11  
 APPROVED BY THE PURCHASING AGENT DATE

APPROVED BY ACCOUNTS & CONTROL DATE

**COPY**

Original Copy

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

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

City Clerk File No. Res. 12-784  
Agenda No. 10.7  
Approved: OCT 24 2012  
TITLE: \_\_\_\_\_



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH FINCH FUEL OIL CO. FOR FURNISHING AND DELIVERING UNLEADED MID GRADE GASOLINE AND DIESEL FUEL TO VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 11-790, approved on November 22, 2011, awarded a contract in the amount of \$1,204,560.00 for gasoline and \$509,115.00 for diesel fuel respectively to Finch Fuel for furnishing and delivering unleaded mid grade gasoline and diesel fuel for the City of Jersey City (City), Department of Public Works / Administrative Services; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

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

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of October 1, 2012 and ending on September 30, 2013; and

**WHEREAS**, the total cost of the contract renewal is \$1,204,560.00 for gasoline and \$509,115.00 for diesel fuel for a total amount of \$1,713,675.00; and

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

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Finch Fuel for furnishing and delivering unleaded mid grade gasoline and diesel fuel for the City of Jersey City (City), Department of Public Works / Administrative Services;
- 2) The renewal contract is for twelve (12) months effective as of October 1, 2012, and the total cost of the contract shall not exceed \$1,713,675.00;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2012 calendar year permanent budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year temporary and permanent budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH FINCH FUEL OIL CO. FOR FURNISHING AND DELIVERING UNLEADED MID GRADE GASOLINE AND DIESEL FUEL TO VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Operating Account No. 01-201-31-434-208 for payment of the above resolution.

**GASOLINE**

Requisition # 0159735, Purchase Order # 108005, Temp. Encumbrancy: \$120,000.00

**DIESEL**

Requisition # 0159736, Purchase Order # 108006, Temp. Encumbrancy: \$60,000.00

RWH/sb  
October 2, 2012

APPROVED: Rodney W. Hadley APPROVED AS TO LEGAL FORM  
*Rodney W. Hadley, Director, Department of Public Works*

APPROVED: Jim Kelly \_\_\_\_\_  
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

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

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH FINCH FUEL OIL CO. FOR FURNISHING AND DELIVERING UNLEADED MID GRADE GASOLINE AND DIESEL FUEL TO VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES.

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

Rodney W. Hadley, Director of the Department of Public Works for Administrative Services.

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

For furnishing and delivering unleaded mid grade gasoline and diesel fuel.

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

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH FINCH FUEL OIL CO. FOR FURNISHING AND DELIVERING UNLEADED MID GRADE GASOLINE AND DIESEL FUEL TO VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS / ADMINISTRATIVE SERVICES.

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

For furnishing and delivering unleaded mid grade gasoline and diesel fuel.

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

The cost of this renewal is \$1,204,560.00 for gasoline and \$509,115.00 for diesel fuel for a total contract amount of \$( 1,713,675.00).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

September 30, 2013.

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

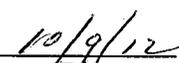
Steve Miller, Confidential Assistant, Administrative Services.

**10. Additional comments:**

Resolution proposed at the recommendation of Steve Miller.

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

  
Signature of Department Director

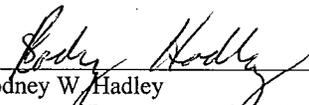
  
Date

**CERTIFICATION OF RODNEY W. HADLEY**

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

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH FINCH FUEL OIL CO. FOR FURNISHING AND DELIVERING UNLEADED MID GRADE GASOLINE AND DIESEL FUEL TO VARIOUS LOCATIONS.**
3. The total funds requested for this renewal is one million seven hundred and thirteen thousand six hundred and seventy five dollars.
4. The funds are available in Administrative Services Unclassified Operating Account No. 12-01-201-31-434-208.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 10/9/12

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

## Silendra Bajnauth

---

**From:** Raymond Reddington  
**Sent:** Wednesday, October 03, 2012 9:23 AM  
**To:** Silendra Bajnauth  
**Cc:** Rodney Hadley; Steve Miller  
**Subject:** RE: Finch Fuel reso

Looks okay.

NOTICE: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any review, use, transmission, conversion to hard copy, dissemination, distribution, or copying of this message, or any attachments, is strictly prohibited. If you have received this message in error, please notify the original sender by email or telephone (201) 547-5229 and immediately delete this message, along with any attachments, from your computer. Thank you.

---

**From:** Silendra Bajnauth  
**Sent:** Wednesday, October 03, 2012 8:30 AM  
**To:** Raymond Reddington  
**Cc:** Rodney Hadley; Steve Miller  
**Subject:** RE: Finch Fuel reso

Good Morning Sir,  
Please see attached for revised resolution.

Thanks

Silendra Bajnauth  
Fiscal Officer  
City of Jersey City / Department of Public Works  
575 Route 440  
Jersey City, NJ 07305

[bajnauths@jcnj.org](mailto:bajnauths@jcnj.org)  
T : (201)547-4405  
F : (201)547-5264

---

**From:** Raymond Reddington  
**Sent:** Tuesday, October 02, 2012 4:47 PM  
**To:** Silendra Bajnauth  
**Cc:** Rodney Hadley; Steve Miller  
**Subject:** RE: Finch Fuel reso

Please see attached copy of draft no. 1 of resolution for changes.

NOTICE: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any review, use, transmission, conversion to hard copy, dissemination, distribution, or copying of this message, or any attachments, is strictly prohibited. If you have received this message in error, please notify the original sender by email or telephone (201) 547-5229 and

# CITY OF JERSEY CITY

Requisition #

0159735

Assigned PO #

108005

## Requisition

Vendor  
FINCH FUEL OIL CO.  
648 SCHUYLER AVE.  
KEARNY NJ 07032

Dept. Bill To  
ADMINISTRATIVE SERVICES  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

Dept. Ship To  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

FI208805

### Contact Info

STEVE  
0000004904

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SRV	GASOLINE	01-201-31-434-208	120,000.00	120,000.00

GASOLINE

CONTRACT AMOUNT \$ 1,204,560.00

OCT. 1,2012 THROUGH SEPT. 30,2013

TEMPORARY AMOUNT \$ 120,000.00

OCT. 1,2012 THROUGH DEC. 31,2012

A NEW PO WILL BE ISSUED IN CY 13 FOR REMAINDER OF  
CONTRACT

INITIAL RESO : 11-790, APPROVED 11/22/11

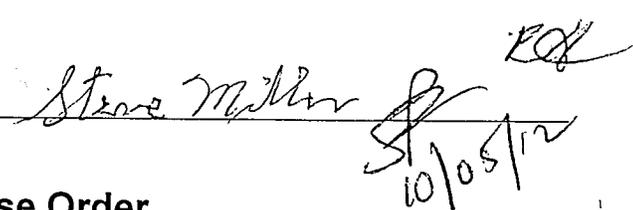
PARTIAL PAYMENT VOUCHERS

Requisition Total 120,000.00

Req. Date: 10/04/2012

Requested By: STEVE

Buyer Id:

Approved By: 

This Is Not A Purchase Order

# CITY OF JERSEY CITY

Requisition #  
0159736

Assigned PO #  
108006

## Requisition

Vendor  
FINCH FUEL OIL CO.  
648 SCHUYLER AVE.  
KEARNY NJ 07032

Dept. Bill To  
ADMINISTRATIVE SERVICES  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

Dept. Ship To  
575 ROUTE 440  
2ND FLOOR  
JERSEY CITY NJ 07305

FI208805

### Contact Info

STEVE  
0000004904

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SRV	DIESEL FUEL	01-201-31-434-208	60,000.00	60,000.00
		DIESEL FUEL CONTRACT AMOUNT \$ 509,115.00 OCT. 1,2012 THROUGH SEPT. 30,2013 TEMPORARY AMOUNT \$ 60,000.00 OCT. 1,2012 THROUGH DEC. 31,2012 A NEW PO WILL BE ISSUED IN CY 13 FOR REMAINDER OF CONTRACT  INITIAL RESO : 11-790 , APPROVED 11/22/11  PARTIAL PAYMENT VOUCHERS			

Requisition Total 60,000.00

Req. Date: 10/04/2012

Requested By: STEVE

Buyer Id:

Approved By:

*Steve Miller*

*SP*  
10/05/12

**This Is Not A Purchase Order**

# 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. Encumbrance \$120,000.00  
Acct. No. 01-201-31-434-208(Diesel) P.O. No. 104776 Temp. Encumbrance \$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)

City Clerk File No. Res. 11-790

Agenda No. 10.L 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**

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 Mauzer, Donna Mauzer, 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

*pf*  
APPROVED Peter Folgado  
Peter Folgado, Purchasing Director

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

APPROVED AS TO LEGAL FORM  
Robert Byrne  
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	✓			LAVARINO	✓		
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:**

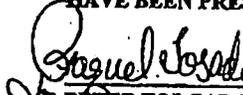
- (A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- (B) BID RESULTS (DESCRIPTION OF BID ITEMS - INCLUDING QUANTITY OF ITEMS BID UPON, UNIT PRICES, EXTENDED PRICES, AND ANY OTHER PERTINENT INFORMATION RELEVANT TO THE BID RECEPTION) :

	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-Michelo'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 <sup>nd</sup> st., Summerville, NJ 08876	\$1,239,177 (Gasoline), \$538,950 (Diesel)
8. Petroleum Traders 7120 Points 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**

11/15/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
PETER FOLGADO, DIRECTOR  
DIVISION OF PURCHASING

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

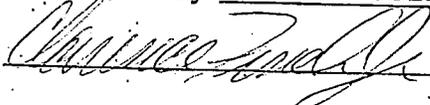
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that FINCH FUEL OIL CO., 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 FINCH FUEL OIL CO., 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: FINCH FUEL OIL CO., INC.

Signed  Title: PRESIDENT

Print Name CLARENCE FINCH, JR. Date: 9/26/12

Subscribed and sworn before me  
this 26 day of Sept, 2012.  
My Commission expires:

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

  
THOMAS ANTONELLI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 18, ~~2012~~ 2017

\*\*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 **FINCH FUEL OIL CO., INC.** 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	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Michele Massey
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
CLARENCE FINCH, JR.	7 LINDEN AVENUE, KEARNY, NJ 07032

**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: FINCH FUEL OIL CO., INC.

Signature of Affiant: *Clarence Finch, Jr.* Title: PRESIDENT

Printed Name of Affiant : CLARENCE FINCH, JR. Date: 8/27/12

Subscribed and sworn before me this 26 day of

Sept, 2012

My Commission expires:

*Thomas Antonelli*  
 THOMAS ANTONELLI

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires June 18, ~~2012~~ 2017

\_\_\_\_\_  
 (Witnessed or attested by)

\_\_\_\_\_  
 (Seal)





STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Table with 3 rows and 2 columns for Name and Home Address. Row 1: Name: Clarence Finch Jr., Home Address: 7 Linden Avenue, Kearny, NJ 07032. Rows 2 and 3 are empty.

Subscribed and sworn before me this 26 day of Sept, 2012. (Notary Public) THOMAS ANTONELLI, NOTARY PUBLIC OF NEW JERSEY. My Commission expires June 18, 2017. Clarence Finch Jr. - President (Print name & title of affiant) (Corporate Seal)

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)

*J.P. & 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-2012** to **15-MAY-2019**

**FINCH FUEL OIL COMPANY, INC.  
648 SCHUYLER AVE.  
KEARNY**

**NJ 07034**



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

**Andrew P. Sidamon-Eristoff  
State Treasurer**

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

City Clerk File No. Res. 12-785  
Agenda No. 10.Z.1  
Approved: OCT 24 2012  
TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMBER AIR INC., FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC BUILDINGS, PROJECT NO. 2012-033 FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF BUILDING AND STREET MAINTENANCE**

**COUNCIL**

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

**WHEREAS**, the City Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for providing **HVAC & Boiler Maintenance Contract for Various Buildings** for the Department of Public Works/Div. Building and Street Maintenance pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Two (2) Bids**, the lowest responsible bid being that from **Amber Air Inc., 702 Rahway Avenue, Union New Jersey 07083** in the total bid amount of **One Hundred Thirty Eight Thousand, Nine Hundred Thirty Two (\$138,932.00) Dollars**; and

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

**WHEREAS**, the temporary sum of **Nine Thousand (\$9,000.00) Dollars** is available in the 2012 permanent budget **Account No. 01-201-26-291-310**; and

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

**Department of Public Works/Div of Building and Street Maintenance**

<b>Acct #</b>	<b>P.O #</b>		<b>Amount</b>
<b>01-201-26-291-310</b>	<b>108035</b>	<b>Temp. Encumb.</b>	<b>\$9,000.00</b>
		<b>Total Contract</b>	<b>\$138,932.00</b>

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

**WHEREAS**, the remaining contract funds will be made available in the 2012 thru 2015 temporary and permanent budgets; and

**WHEREAS**, this award of contract is contingent upon sufficient funding being appropriated in the 2012 permanent budget and in the subsequent 2013, 2014 and 2015 fiscal year budgets; and

**WHEREAS**, if funds are not available for the contract in the 2012 thru 2015 temporary and permanent budgets, the contract will be terminated

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

(Continued on page 2)

Agenda No. RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AMBER AIR INC.,  
 TITLE: FOR HVAC AND BOILER MAINTENANCE CONTRACT FOR VARIOUS PUBLIC  
BUILDINGS, PROJECT NO. 2012-033 FOR THE DEPARTMENT OF PUBLIC WORKS  
/DIVISION OF BUILDING AND STREET MAINTENANCE

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

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account shown below

**Department of Public Works/Div of Building and Street Maintenance**

Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-291-310	108035		\$9,000.00
<b>Total Contract</b>			<b>\$138,932.00</b>

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

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

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10.24.12						10.24.12					
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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 AMBER AIR INC FOR HVAC AND BOILER MAINTENANCE CONTRACTS FOR VARIOUS PUBLIC BUILDINGS, PROJECT NO. 2012-033 FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF BUILDING AND STREET MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Ten (10)

**DATE BIDS WERE PUBLICLY RECEIVED:**

September 18, 2012

**NUMBERS OF BIDS RECEIVED:**

Two (2)

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

HVAC & Boiler Maintenance contract for various buildings for the Department of Public Works/Division of Building & Street Maintenance

**BIDDER'S INFORMATION:**

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

	Grand Total Bid Price
1) Amber Air Inc 702 Rahway Avenue Union, NJ 07083	\$138,932.00
2) Inline Air Conditioning 85 East 21 <sup>st</sup> Street Bayonne, NJ 07002	\$155,457.00

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

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

Date

*10/16/12*

**Peter Folgado, Director of Purchasing, RPPO, QPA**

LIST OF PRICES:

Item No. 1 - Preventative Maintenance Service - Part A

The Bidder agrees to provide all labor, materials as outlined in the specifications, equipment and services required to perform the preventative maintenance as described in the specifications for the lump sum bid price of (broken down for each building):

<u>Building</u>	<u>Address</u>	<u>Bid Price for Preventative Maintenance to be Performed by 5/15</u>	<u>Bid Price for Preventative Maintenance to be Performed by 9/15</u>
Apple Tree House	298 Academy Street	\$ 70 <sup>00</sup>	\$
Caven Point Building A	Caven Point Rd. and Chapel Avenue	\$ 320 <sup>00</sup>	\$ 199 <sup>00</sup>
Caven Point Building B	Caven Point Rd. and Chapel Avenue	\$ 148 <sup>00</sup>	\$
City Hall	280 Grove Street Jersey City, NJ	\$ 148 <sup>00</sup>	\$ 199 <sup>00</sup>
Consolidated Fire House	555 Newark Avenue Jersey City, NJ	\$ 148 <sup>00</sup>	\$ 199 <sup>00</sup>
Country Village Field House	Sycamore Rd. Jersey City, NJ	\$ 148 <sup>00</sup>	\$
Department of Public Works	575 Route 440 Jersey City, NJ	\$ 380 <sup>00</sup>	\$ 226 <sup>00</sup>
Engine Co. No. 10	283 Halladay St. Jersey City, NJ	\$	\$ 135 <sup>00</sup>
Engine Co. No. 11	153 Lincoln Street Jersey City, NJ	\$	\$ 135 <sup>00</sup>
Engine Co. No. 13	153 Linden Ave Jersey City, NJ	\$	\$ 135 <sup>00</sup>
Engine Co. No. 15	200 Sip Avenue Jersey City, NJ	\$	\$ 135 <sup>00</sup>

**BID PROPOSAL**  
**(Continued)**  
**Project No. 2012-033**

Engine Co. No. 19	2 Bergen Avenue Jersey City, NJ	\$ _____	\$ 135 <sup>00</sup> —
Engine Co. No. 2	160 Grand Street Jersey City, NJ	\$ _____	\$ 135 <sup>00</sup> —
Rescue No. 1	585 Communipaw Ave. Jersey City, NJ	\$ _____	\$ _____
Engine Co. No. 22	468 Ocean Avenue Jersey City, NJ	\$ _____	\$ 135 <sup>00</sup> —
Engine Co. No. 8	25 Ege Avenue Jersey City, NJ	\$ _____	\$ 135 <sup>00</sup> —
Engine Co. No. 9	697 Bergen Avenue Jersey City, NJ	\$ 148 <sup>00</sup> —	\$ 135 <sup>00</sup> —
Fire Union	139 South Street Jersey City, NJ	\$ _____	\$ 135 <sup>00</sup> —
Fire Headquarters and Station	465 Marin Blvd. Jersey City, NJ	\$ 300 <sup>00</sup> —	\$ 156 <sup>00</sup> —
Gong Club	244 Bay Street Jersey City, NJ	\$ _____	\$ 135 <sup>00</sup> —
Hudson City Community Center	Summit Ave. (Pershing Field) Jersey City, NJ	\$ 186 <sup>00</sup> —	\$ 99 <sup>00</sup> —
Kearny Fire House Jersey City, NJ	255 Kearny Ave	\$ 148 <sup>00</sup> —	\$ 199 <sup>00</sup> —
Motorcycle Squad	140 Cornelison Avenue Jersey City, NJ	\$ 70 <sup>00</sup> —	\$ _____

**BID PROPOSAL**  
**(Continued)**  
**Project No. 2012-033**

Municipal Justice Complex	365 Summit Avenue Jersey City, NJ	\$ <u>714<sup>00</sup></u>	\$ <u>364<sup>00</sup></u>
Pavonia Pool	Westside Avenue and Pavonia Avenue	\$ _____	\$ <u>199<sup>00</sup></u>
Pershing Field Pool	201 Central Avenue Jersey City, NJ	\$ <u>186<sup>00</sup></u>	\$ <u>199<sup>00</sup></u>
Pershing Field Ice Rink	201 Central Avenue Jersey City, NJ	\$ <u>600<sup>00</sup></u>	\$ <u>400<sup>00</sup></u>
Police District - East	205 - 207 7 <sup>th</sup> Street Jersey City, NJ	\$ _____	\$ <u>199<sup>00</sup></u>
Police District - North	282 - 284 Central Ave. Jersey City, NJ	\$ <u>97<sup>00</sup></u>	\$ <u>199<sup>00</sup></u>
Police District - South	191 Bergen Avenue Jersey City, NJ	\$ _____	\$ <u>199<sup>00</sup></u>
Police District - West	576 Communipaw Ave. Jersey City, NJ	\$ _____	\$ <u>199<sup>00</sup></u>
Public Safety Center	Bishop Street. Jersey City, NJ	\$ <u>545<sup>00</sup></u>	\$ <u>437<sup>00</sup></u>
Reservoir Fire Station	715 Summit Avenue Jersey City, NJ	\$ <u>240<sup>00</sup></u>	\$ <u>240<sup>00</sup></u>
Roberto Clemente Field House	6 <sup>th</sup> Street Jersey City, NJ	\$ <u>67<sup>00</sup></u>	\$ _____
Senior Citizen Building	28 Patterson Street Jersey City, NJ	\$ _____	\$ <u>164<sup>00</sup></u>
Senior Citizen Center	335 Bergen Avenue	\$ <u>260<sup>00</sup></u>	\$ <u>299<sup>00</sup></u>

**BID PROPOSAL**  
**(Continued)**  
**Project No. 2012-033**

Mary McLeod Bethune Life Center	140 Martin Luther King Drive	\$ <u>320<sup>00</sup></u>	\$ <u>221<sup>00</sup></u>
Palisade Avenue Fire House	595 Palisade Avenue	\$ <u>67<sup>00</sup></u>	\$ <u>99<sup>00</sup></u>
<b>TOTAL BID PRICE FOR PREVENTATIVE MAINTENANCE</b>		\$ <u>5310<sup>00</sup></u> (In Figures)	\$ <u>6180<sup>00</sup></u> (In Figures)

**TOTAL ITEM NO. 1 COMBINED 5/15 COLUMN AND 9/15 COLUMN**

Eleven thousand four hundred and ninety (In Writing) and 00/100 DOLLARS 11490<sup>00</sup> (In Figures)

**Item No. 2 - Monthly Service**

The bidder agrees to provide monthly service as outlined in the specifications, for a period of one full year, for all equipment listed under all buildings requiring this service. The price shall include all material, labor and equipment to perform the described work.

Lump Sum Amount for all facilities:

Twenty six thousand two hundred and twelve (In Writing) twelve and 00/100 26212<sup>00</sup> (In Figures)

**Item No. 3 - Year Round Service**

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

1000 Hours 71<sup>23</sup> /Hour 71230<sup>00</sup>  
 Estimated Quantity Unit Cost Mechanic Total Cost

**BID PROPOSAL**  
**(Continued)**  
**Project No. 2012-033**

**Item No. 4 - Parts Allowance**

Included in the total bid amount will be the sum of Thirty Thousand (\$30,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

<u>Thirty Thousand 00/100 Dollars</u>	<u>\$ 30,000.00</u>
(In Writing)	(In Figures)

**GRAND TOTAL - ITEMS 1, 2, 3, AND 4**

<del>One Hundred Thirty Thousand</del>	<del>130,000.00</del>
(In Writing) <del>None</del>	(In Figures) <u>138,932.00</u>

The contract will be awarded based on the grand total amount for Item Nos. 1, 2 and 3 above. However, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time and/ or material needed; therefore, the actual Contract price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

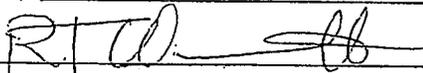
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

**Construction Contracts**

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

Representative's Name/Title (Print): RT WARNETT GM

Representative's Signature: 

Name of Company: AMBER AIR INC

Tel. No.: 908-681-2646 Date: 10/1/12

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

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: RT W. Lawton, GM  
Representative's Signature: [Signature]  
Name of Company: Amber Air Inc  
Tel. No.: 908-686-2146 Date: 10-1-12

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 : Amber Air Inc  
Address : 702 Rahway Ave Union NJ 07083  
Telephone No. : 908-686-2646  
Contact Name : Paul Cornell

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

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

Project: HVAC MAINT # 2012-033  
 Contractor: AMBER AIR, INC Bid Amt. \$ 138932

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

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

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

CONTINUED ON NEXT PAGE

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

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

Project: HVAC MAINT # 2012-033  
 Contractor: AMBER AIR INC Bid Amt. \$ 138932

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

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

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

CONTINUED ON NEXT PAGE

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : Amber Air Inc  
Address : 702 PLUMMER AVE UNION NJ 07083  
Telephone No. : 908-686-2646  
Contact Name : Paul Connell

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.

MWBS page 2 - Project HVAC MAINT 2012-033

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XX					
N/A					
HVAC MAINT CONTRACT					

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

try to use whenever possible

Name of Contractor

by: Signature RTW

Type or print name/title: RT WARNE

Tel: No. 908-686-2646 Date: 10/1/12

For City use:

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

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

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

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XX					
N/A					
HVAC Maint	Contract				

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

try to use whenever possible

Name of Contractor

by: Signature RTW

Type or print name/title: R. W. Bennett

Tel: No. 908-686-2696 Date: 10/1/12

For City use:

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

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

Certificate Number  
607008

Registration Date: 06/07/2012  
Expiration Date: 06/06/2014



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):

Paul Connell, Vice-President  
Richard Warnett, General Manager

Responsible Representative(s):

2012  
Amber Air, Inc.

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AMBER AIR, INC.  
Trade Name:  
Address: 702 RAHWAY AVE  
UNION, NJ 07083-6634  
Certificate Number: 0617859  
Date of Issuance: November 01, 2005

For Office Use Only:  
20051101181035671



## New Jersey Division of Revenue

Revenue | NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0617859 FOR AMBER AIR, INC. IS VALID.

VERIFIED  
PC

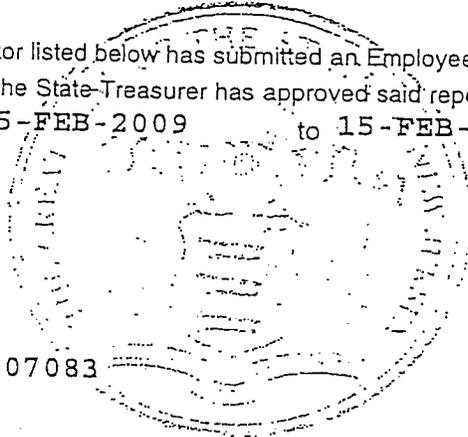
Certification 6619

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2009 to 15-FEB-2016

AMBER AIR, INC.  
702 RAHWAY AVENUE  
UNION

NJ 07083



A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be "D. J. ...".

State Treasurer

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

City Clerk File No. Res. 12-786

Agenda No. 10.Z.2

Approved: OCT 24 2012

TITLE:



## RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND FORT DEARBORN LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR MANAGEMENT EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

COUNCIL  
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

**WHEREAS**, the City of Jersey City must provide Life Insurance pursuant to City Ordinance C-104 to all management employees; and

**WHEREAS**, the contract with SunLife Assurance Company expires October 31, 2012 and it is necessary to continue to provide life insurance for management employees; and

**WHEREAS**, the City of Jersey City broker has solicited and received quotes from several life insurance providers; and

**WHEREAS**, Fort Dearborn is a life insurance provider; and

**WHEREAS**, the City of Jersey City desires to enter into an agreement, with the Fort Dearborn Life Insurance Company for a period of two years commencing November 1, 2012 and expiring October 31, 2014 with an option to renew for one additional year at the same rates; and

**WHEREAS**, the City of Jersey City may enter into a contract for life insurance pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unspecifiable Service ("EUS"); and

**WHEREAS**, John Kelly, the City Business Administrator, has certified that this meets the statutes and regulations governing the award of said contract, and

**WHEREAS**, the total amount of the two (2) year contract is ONE HUNDRED NINETY FIVE THOUSAND (\$195,000.00) DOLLARS; and

**WHEREAS**, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) to cover cost increases resulting from the hiring of new City management employees, or from increased salaries of existing City management employees; and

**WHEREAS**, the award of a contract for insurance is not subject to the Pay to Play Law, N.J.S.A. 19:44A-20.4, et. seq., and

**WHEREAS**, funds in the amount of TWENTY THOUSAND (\$20,000.00) DOLLARS are available in the 2012 calendar year budget in account number 01-201-23-220-809; and

**WHEREAS**, the continuation of this is agreement is contingent upon the availability and appropriation annually of sufficient funds in the 2012 calendar year budget.

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

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement with Fort Dearborn Life Insurance Company to provide life insurance for management employees for a term of 24 months beginning November 1, 2012 and expiring on October 31, 2014.

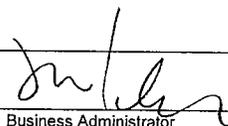
TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND FORT DEARBORN LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR MANAGEMENT EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE**

2. The contract is authorized as an EUS pursuant to N.J.S.A 40A:11-5(1)(m) and pursuant to the EUS certification attached hereto.
3. The total contract amount for two years is ONE HUNDRED NINETY FIVE THOUSAND (\$195,000.00) DOLLARS.
4. The contract shall contain a clause making the continuation of the contract after the expenditure of funds encumbered in the 2012 calendar year budget subject to the appropriation of sufficient funds in subsequent fiscal year budgets.
5. Upon certification by an official or employee of the city authorized to attest that Fort Dearborn Life Insurance Company has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.
7. This award of this contract shall be subject to the condition that Fort Dearborn Life Insurance Company provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer, Chief Financial Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

  
Donna Mauer  
Chief Financial Officer

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


APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

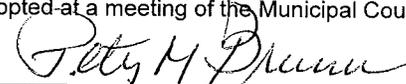
APPROVED 9-0

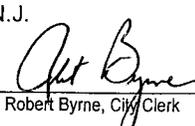
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ 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

EXTRAORDINARY UNSPECIFIABLE SERVICE CERTIFICATION

DATE: October 17, 2012  
TO: Municipal Council  
FROM: John Kelly, Business Administrator  
RE: Contract to provide life insurance for Management Employees

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Fort Dearborn Life Insurance Company  
Cost: \$195,000.00  
Period: November 1, 2012 TO October 31, 2014  
Purpose: To provide a life insurance policy for Management employees of the City of Jersey City

This is to request an award of a contract without the receipt of formal bids as an Extraordinary, Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. Provide a clear description of the nature of the work to be done.

Fort Dearborn will provide a life insurance policy for all management employees.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The contract is for providing life insurance coverage for City management employees. N.J.S.A. 40A:11-5(m) states that contracts for insurance may be awarded in accordance with the regulations applicable to extraordinary, unspecifiable service contracts.

3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

The services provided change on a daily basis with deletions and additions of employees.

4. Describe the informal solicitation of quotations:

The City Broker of Record quotes from six (6) Insurance Companies as follows.

<u>COMPANY</u>	<u>LIFE RATE</u>	<u>AD &amp; D RATE</u>	<u>APPROXIMATE YEARLY PREMIUM</u>
Fort Dearborn Life	.177	.02	\$100,182*
Mutual of Omaha	.21	.025	\$119,507
Unum	.22	.01	\$116,964*
SunLife	.238	.02	\$131,203
The Standard	.25	.02	\$137,306
Prudential	.279	.016	\$150,019

\*Indicates guaranteed premium rate for three year period.

12-786  
OCT 24 2012

5. I have reviewed the rules of the Division of Local Department Services as contained in N.J.A.C. 5:34-2.1 et. seq. and certify that the proposed contact may be considered as an extraordinary, unspecifiable service in accordance with the requirements thereof.

Respectfully submitted,

John Kelly  
Business Administrator

# CITY OF JERSEY CITY

<b>Requisition #</b>
<b>0159838</b>

<b>Assigned PO #</b>

**Vendor**  
FORT DEARBORN LIFE INS. CO.  
36788 EAGLE WAY  
CHICAGO IL 60678

FO213700

## Requisition

**Dept. Bill To**  
HEALTH BENEFITS  
CITY HALL  
280 GROVE ST. ROOM 107  
JERSEY CITY NJ 07302

**Dept. Ship To**

**Contact Info**  
MICHALINE YURCIK  
0000005515

<u>Quantity</u>	<u>UOM</u>	<u>Description</u>	<u>Account</u>	<u>Unit Price</u>	<u>Total</u>
1.00	1	MANAGEMENT LIFE INS	0120123220809	20,000.00	20,000.00
MANAGEMENT LIFE INSURANCE FOR ALL ELIGIBLE EMPLOYEES FOR THE CONTRACT PERIOD: NOVEMBER 1, 2012 THRU OCTOBER 31, 2014 AMOUNT TO BE ENCUMBERED: \$20,000.00 TOTAL CONTRACT AMOUNT: \$195,000.00					

**Requisition Total      20,000.00**

Req. Date: 10/17/2012

Requested By: MICHALNE

Buyer Id:

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

**This Is Not A Purchase Order**

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

City Clerk File No. Res. 12-787

Agenda No. 10.Z.3

Approved: OCT 24 2012

TITLE:



## RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STACK, COOLAHAN & STACK, LLC TO PERFORM REAL ESTATE APPRAISAL SERVICES WITHOUT PUBLIC BIDDING

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

**WHEREAS**, the City has the need for an appraisal documenting a professional opinion of market value for the fee simple interest of a City owned-lot, (Block 15801, Lot 4) and contiguous parcel (Block 15801, Lot 5) as of a current date; and

**WHEREAS**, N.J.S.A. 40A:11-5 et seq authorizes the City to award a contract without public advertising for bids if the contract is for professional services rendered or performed by a person authorized by law to practice a recognized profession; and

**WHEREAS**, the City has a need to acquire these services pursuant to the statutorily permitted provisions of N.J.S.A. 19:44A-20.5 et seq; and

**WHEREAS**, the City of Jersey City received a proposal from Stack, Coolahan & Stack, LLC; and

**WHEREAS**, the proposal submitted by Stack, Coolahan & Stack, LLC was judged to meet the City's needs; and

**WHEREAS**, Stack, Coolahan & Stack, LLC has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

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

**WHEREAS**, this award of contract is contingent upon sufficient funds being appropriated in the FY2012 permanent budget in the following account:

Department/Division	
Acct NO. 12-01-201-20-100-312	\$8,000.00

**WHEREAS**, pursuant to N.J.S.A. 19:44A-20.4 et seq., Stack, Coolahan & Stack, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Stack, Coolahan & Stack, LLC has not made any reportable contributions to a political or candidate committee in the City of Jersey City in the previous one year, and that the contract will prohibit Stack, Coolahan & Stack, LLC from making any reportable contributions through the term of the contract; and

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

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STACK, COOLAHAN & STACK, LLC TO PERFORM REAL ESTATE APPRAISAL SERVICES WITHOUT PUBLIC BIDDING**

**WHEREAS**, Stack, Coolahan & Stack, LLC has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Stack, Coolahan & Stack, LLC be accepted and that a contract be awarded to said company not to exceed \$8,000.00, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

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

**RESOLVED**, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 (1); and be it further

**RESOLVED**, this contract is awarded pursuant to the statutorily permitted provisions of N.J.S.A. 19:44A-20.4 et seq (the "Pay to Play" law).

I, Donna Mauer Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$8,000.00 are available in Account No. 12-01-201-20-100-312 PO 108060

PO number: 108060

APPROVED: \_\_\_\_\_  
APPROVED: [Signature]  
Business Administrator

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

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

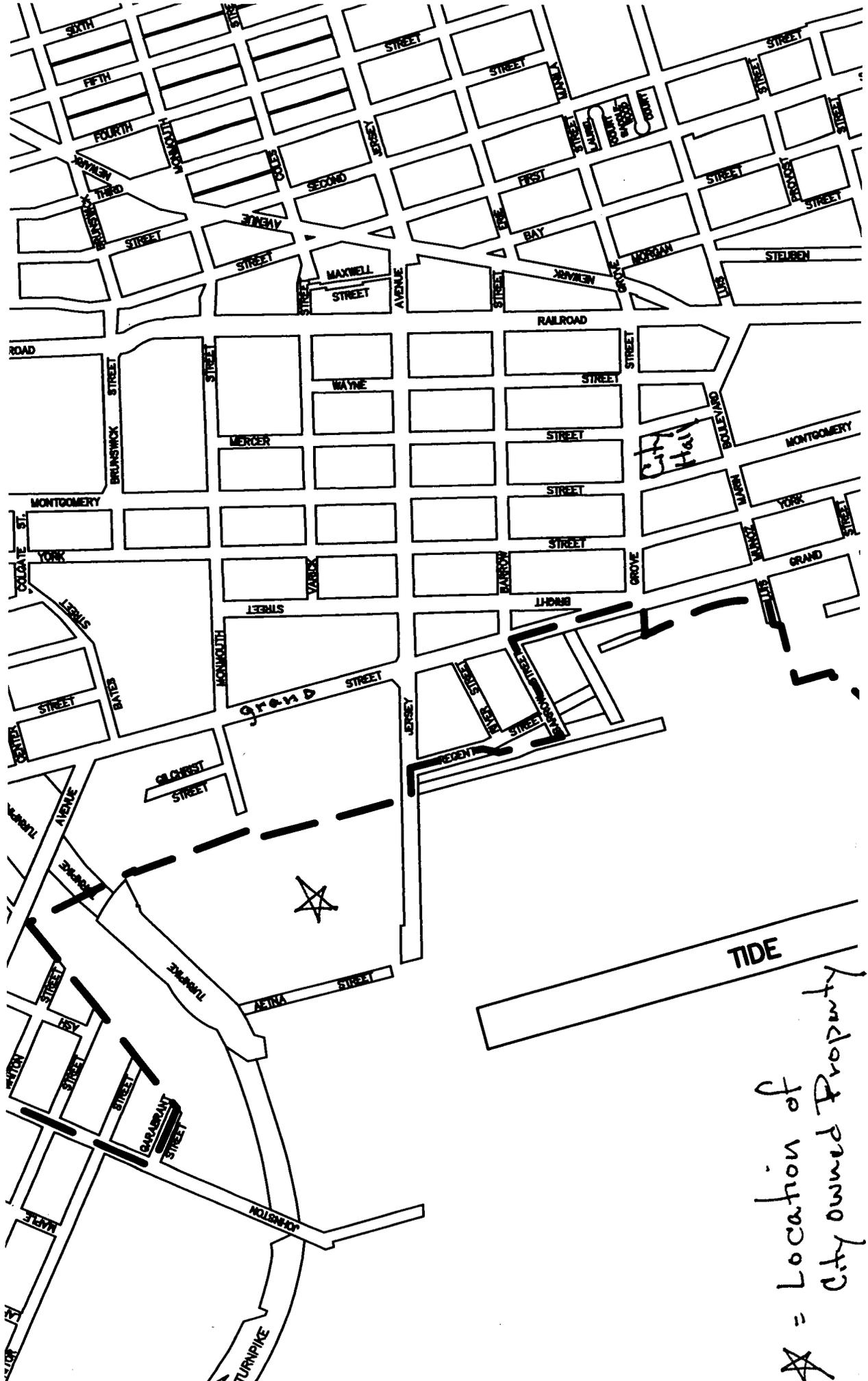
N.V.-Not Voting (Abstain)

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





*\* = Location of City owned Property*

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

City Clerk File No. Res. 12-788

Agenda No. 10.Z.4

Approved: OCT 24 2012

TITLE:



## RESOLUTION HONORING Rafael de J. Cordero School Public School #37

**WHEREAS**, Public School #37, located at 158 Erie Street in Jersey City, opened its doors in 1923. In 1972, the school was renamed in honor of one of the most renowned Puerto Ricans of African ancestry, Rafael de J. Cordero (1790-1868). This was the first school in the State of New Jersey to be named after a Puerto Rican; and

**WHEREAS**, Rafael de J. Cordero, known as the "Father of Public Education in Puerto Rico," was a self-educated African at a time when African slavery was still being practiced on the island. He was rejected by the local school because of the color of his skin. Cordero went on to establish and maintain an educational center for 58 years in San Juan, Puerto Rico where he provided free schooling to children regardless of their race or social standing; and

**WHEREAS**, Marvin A. Strynar, a visionary in the educational community, was appointed Principal of Rafael Cordero School on August 26, 1970. Principal Strynar has instituted many programs at the Cordero School that have been adopted by the entire school system. His effective leadership has catapulted the school's status. Cordero received the New Jersey Department of Education "More Effective Demonstration School" Grant in 1986. In 1990, Cordero received a Dodge Foundation Grant to create a Parallel Block Schedule for Grades 1-5; and

**WHEREAS**, Marvin A. Strynar is recognized and credited for the development of a "School-Within-A-School." In 1993, Cordero Middle School was accredited with the Middle School National Association. This created the concept of the Middle Schools in the Jersey City School District. The school also created a Cordero Community Learning Center (Grades 6-8) an evening homework helping program; and

**WHEREAS**, Cordero created the Children's After School Program for Education and Recreation (C.A.S.P.E.R.). Cordero's Pre-K and Kindergarten program are accredited with the National Association for the Education of Young Children to promote excellence in Early Childhood Education. Cordero discontinued the traditional graduation ceremony and instituted the "Moving On Ceremony." Cordero was also the first school to establish an 8th Grade Ring Ceremony and created the first Back to School Night in the district which is now district-wide; and

**WHEREAS**, Cordero changed the traditional Parent Council to Parent-Teacher-Partnership (PTP). PTP was responsible for establishing the Cordero school uniform. In 1998, Cordero was the first uniform school in the district and the Jersey City Board of Education later adopted the uniform program for the entire school system. Cordero also established the School Council Leadership (SCL) which plans and implements ways to increase the school's effectiveness; and

**WHEREAS**, On Wednesday, October 24, 2012, Rafael de J. Cordero School, P.S. #37 will celebrate Rafael de J. Cordero's birthday and the 40th Anniversary of the renaming of the school.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City proudly joins in the birthday celebration of Rafael de J. Cordero and the 40th Anniversary of the renaming of Rafael de J. Cordero School, #37. We applaud the efforts of Principal Marvin A. Strynar, Assistant Principal Sergio Cabrera and all of the students, faculty and administrators who work hard to achieve such great success.

G:\WPDOCS\TOLONDA\RESOS\SCHOOLS\Cordero 40th.docx

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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. 12-789

Agenda No. 10.Z.5

Approved: OCT 24 2012

TITLE:



## RESOLUTION HONORING

*Dr. Gloria Boseman, Ph.D., R.N.*

**WHEREAS**, Dr. Gloria Boseman is a graduate of Howard University in Washington, DC, where she received a Bachelor of Science degree in Nursing(Outstanding Alumna) , University of Maryland in Baltimore completing a Master's of Science in Adult Nursing and Nursing Education and post-graduate work in Administration and Higher Education at Seton Hall University, New Jersey. She received her PhD in Nursing Research from Rutgers, the State University of New Jersey (Outstanding Alumna); and

**WHEREAS**, Dr. Boseman has a long tenure with New Jersey City University Nursing. A member of the NJCU faculty since 1978, Dr. Boseman has also served the University as chair of the Department of Nursing, interim dean of professional studies and education and graduate coordinator. She currently teaches both entry level and senior level courses in Nursing, but lends herself to the Women and Gender Studies Department as well; and

**WHEREAS**, Dr. Boseman is a frequent speaker for local, state, and national organizations. She is a health professional who has delivered care to underserved and underrepresented urban communities for more than 30 years. Her work has focused on urban health and lifestyle behaviors and the need to make health care professionals aware of the dynamics of inner city by examining culture and its correlates; and

**WHEREAS**, Dr. Boseman is the recipient of numerous awards, honors, and commendation including most recently being honored by the New Jersey League for Nursing as an Outstanding Nurse (2009) and the Chi Eta Phi National nursing sorority invitation as an "Honorary Member." She is a charter member of the Kappa Eta Chapter of Sigma Theta Tau International Nursing Honor Society; and

**WHEREAS**, Dr. Boseman has been honored by Howard University, the Young Women's Christian Association of Essex and West Hudson, The National Council of Negro Women, New Jersey City University, the National Society of Leadership and Success, the NAACP, Rutgers University and the State University of New Jersey; and

**WHEREAS**, Dr. Boseman was named one of the 100 "Most Influential Persons" impacting the health of New Jersey's African- American community by *City News*. She serves on many Boards, including a former Governor's appointment New Jersey' Collaborative Center for Nursing, and currently the Essex Valley/East Orange General Hospital Board of Trustees; and

**WHEREAS**, Dr. Boseman will be honored on October 24, 2012 at the 2012 "Diva & Don Gala" of the Institute for Nursing, the charitable affiliate of the New Jersey State Nurses Association. The "Diva & Don Gala" honors men and women in nursing leadership across New Jersey who set high standards of excellence and make a notable difference in many lives.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City deems it fitting and most appropriate to honor Dr. Gloria Boseman for her outstanding accomplishments and community service. We extend our best wishes and makes public the appreciation and esteem she so richly deserves.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Dr. Gloria Boseman.docx

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 10.24.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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. 12-790

Agenda No. 10.Z.6

Approved: OCT 24 2012

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), HERBERT PLACE; LIBERTY AVENUE FROM NEWARK AVENUE TO VAN WINKLE AVENUE AND NEWARK AVENUE FROM KENNEDY BOULEVARD TO TONNELE AVENUE BEGINNING 3:00 P.M. SATURDAY, NOVEMBER 3, 2012 AND ENDING 2:00 A.M. SUNDAY, NOVEMBER 4, 2012 AT THE REQUEST OF THE NEWARK AVENUE JERSEY CITY CHAMBER OF COMMERCE FOR THE PURPOSE OF THE DIWALI MELA - INDIAN NEW YEAR**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Newark Avenue Jersey City Chamber of Commerce to close Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 3:00 p.m. Saturday, November 3, 2012 and ending 2:00 a.m. Sunday, November 4, 2012 for the purpose of the Diwali Mela - Indian New Year; and

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

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

**WHEREAS**, the request to close Herbert Place; Liberty Avenue and Newark Avenue does not meet one or more of the requirements set forth in Section 296-71, 296-72(2) and 296-73(D) and Section 122-8(C) as the closing exceeds one block and the end times are outside the permitted limits; and

**WHEREAS**, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 and Section 122-8 be waived.

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 3:00 p.m. Saturday, November 3, 2012 and ending 2:00 a.m. Sunday, November 4, 2012.

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

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Asst. Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**  
**10.24.12**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE				RECORD OF COUNCIL VOTE ON FINAL PASSAGE				RECORD OF COUNCIL VOTE ON FINAL PASSAGE			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

**FACTSHEET**

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

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

A resolution authorizing the closing of a municipal street(s), Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 3:00 p.m. Saturday, November 3, 2012 and ending 2:00 a.m. Sunday, November 4, 2012 at the request of the Newark Avenue Jersey City Chamber of Commerce for the purpose of the Diwali Mela – Indian New Year

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Dave Bhavesh on behalf of the Newark Avenue Jersey City Chamber of Commerce, 778 Newark Av., JCNJ 848.565.5282

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

Authorize the closing of Herbert Place; Liberty Avenue from Newark Avenue to Van Winkle Avenue and Newark Avenue from Kennedy Boulevard to Tonnele Avenue beginning 3:00 p.m. Saturday, November 3, 2012 and ending 2:00 a.m. Sunday, November 4, 2012

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

Diwali Mela – Indian New Year

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

Community Affair

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

No cost to the City.

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

3:00 p.m. Saturday, November 3, 2012

**8. Anticipated completion date:**

2:00 a.m. Sunday, November 4, 2012

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

Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4470

**10. Additional comments:**

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## RECREATIONAL EVENT STREET CLOSURE

**BLOCKS:** HERBERT PL  
LIBERTY AV from NEWARK AV to VAN WINKLE AV  
NEWARK AV from KENNEDY BLVD to TONNELE AV

**PURPOSE OF EVENT:** Diwali Mela - Indian New Year

**BEGINS:** 3PM Saturday, November 3

**ENDS:** 2AM Sunday, November 4, 2012

**APPLICANT:** Dave Bhavesh

**ORGANIZATION :** Newark Av Jersey City Chamber of Commerce

**ADDRESS:** 778 Newark Av

**CITY, STATE, ZIP:** Jersey City NJ 07306

**PHONE #:** 848.565.5282

**BEING WAIVED:** . end time, more than one block at a time closed



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

City Clerk File No. Res 12-791

Agenda No. 10.Z.7

Approved: OCT 24 2012

TITLE:



## RESOLUTION PROCLAIMING OCTOBER 27, 2012 AS **MAKE A DIFFERENCE DAY**

**WHEREAS**, Since 1992, USA WEEKEND Magazine, in partnership with Points of Light, has issued a national call to action challenging Americans to "make a difference" in their community. Points of Light is the nation's leading volunteer organization, with more than 20 years of history and a bipartisan presidential legacy; and

**WHEREAS**, MAKE A DIFFERENCE DAY is an annual event that takes place on the fourth Saturday of every October. Nonprofit organizations, schools, corporations, houses of worship, families, neighborhoods and friends serve together on Make A Difference Day; and

**WHEREAS**, MAKE A DIFFERENCE DAY is the largest day of volunteer action in America, with more than three million people impacting the lives of 30 million people each year. It is a celebration of neighbors helping neighbors to make a difference through community volunteerism; and

**WHEREAS**, MAKE A DIFFERENCE DAY is a great opportunity for individuals, businesses and civic organizations to participate with our community and others throughout the world by volunteering time, talent and resources; and

**WHEREAS**, the City of Jersey City and the Municipal Council is proud to support MAKE A DIFFERENCE DAY, which will be celebrated nationally on Saturday, October 27, 2012.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby proclaim October 27, 2012 as MAKE A DIFFERENCE DAY. We urge all citizens to participate in volunteer projects as we work together to meet the needs of our neighbors.

G:\WPDOCS\TOLONDA\RESOS\DAY\Make A Difference Day - 2012.docx

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] \_\_\_\_\_  
 Business Administrator Assn. Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
10.24.12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

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

City Clerk File No. Res.12-792

Agenda No. 10.Z.8

Approved: OCT 24 2012

TITLE:



## RESOLUTION CHANGING THE TIME OF THE NOVEMBER 14, 2012 REGULAR MEETING OF THE MUNICIPAL COUNCIL FROM 6:00 P.M. TO 10:00 A.M.

WHEREAS, the Regular Meeting of the Municipal Council of the City of Jersey City is scheduled for Wednesday, November 14, 2012 at 6:00 P.M. on; and

WHEREAS, the Municipal Council wishes to change the time of the Regular Meeting time from 6:00 P.M. to 10:00 A.M. on that date; and

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that a Special Meeting of the Municipal Council of the City of Jersey City will be held on Wednesday, November 14, 2012 at 10:00 A.M.

BE IT FURTHER RESOLVED, that the City Clerk shall give due and timely notice to the public and to all officials concerned that the Special Meeting of the Municipal Council of the City of Jersey City will be held on November 14, 2012 at 10:00 A.M. in accordance with the "Open Public Meetings Act," N.J.S.A. 10:4-6 et. seq.

G:\WPDOCS\TOLONDA\RESOS\MISC\Regular Meeting Time Change - 11-14-12.wpd

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

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				I0.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES		✓	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-793

Agenda No. 10. Z. 9

Approved: OCT 24 2012



TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING AN EXTENSION OF THE CONTRACT WITH LIBERTY HUMANE  
SOCIETY, INC. TO PROVIDE ANIMAL SHELTER MANAGEMENT SERVICES FOR  
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF  
HEALTH**

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

**WHEREAS**, there exists a need to provide animal shelter management services for the Department of Health & Human Services; and

**WHEREAS**, on July 18, 2012, the City of Jersey City (City) approved Resolution No.12-559 awarding a contract to Liberty Humane Society, Inc. (LHS) in the amount of \$95,876 to provide animal shelter management services for the Department of Health & Human Services for a period of three months effective July 1, 2012 through September 30, 2012; and

**WHEREAS**, pursuant to N.J.S.A. 40:48-5.1, the City desires to extend its contract with LHS, while they undergo negotiations of new contract award terms, for an additional three months effective **October 1, 2012 through December 31, 2012** and the total contract amount shall not exceed of **\$95,876**; and

**WHEREAS**, funds in the amount of \$5,000.00 are available in DHHS Health Division Operating Current Fund Contractual Account No. 1-201-27-331-314 and the remaining balance of \$90,876 will be made available in the City's 2012 Calendar year permanent budget.

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

1. The Mayor or Business Administrator is authorized to execute an agreement with LHS, in substantially the form attached, to provide animal shelter management services to the City;
2. The contract shall be for a three month term effective as of October 1, 2012 through December 31, 2012 and the total contract amount shall not exceed \$95,876;
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered shall be subject to the availability and appropriation of sufficient funds in the 2012 calendar year permanent budget; and
4. The award of this contract shall be subject to the condition that LHS provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. 10-7-9

Agenda No. OCT 24 2012

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN EXTENSION OF THE CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. TO PROVIDE ANIMAL SHELTER MANAGEMENT SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby, certify that there are sufficient funds in the amount of \$5,000.00 in DHHS Health Division Operating Current Fund Contractual Account No. 1-201-27-331-314; P.O. # 108098.

APPROVED: Harry Mendez (R)

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Asst. Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				10.24.12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

## 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 EXTENSION OF CONTRACT WITH LIBERTY HUMANE SOCIETY, INC.  
TO PROVIDE ANIMAL SHELTER MANAGEMENT SERVICES FOR THE DEPARTMENT  
OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH

**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:**

Liberty Humane Society will provide animal shelter management services for the Department  
of Health & Human Services Health Division Animal Control Program.

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

Pursuant to N.J.S.A. 40:48-5.1 to comply with City's statutory obligation to provide shelter for  
stray animals.

**5. ANTICIPATED BENEFITS TO THE COMMUNITY:**

It will provide a variety of animal control services for the well-being of animals and residents  
of Jersey City which includes picking up stray or abandoned animals, responding to animal  
nuisance and/or cruelty complaints and picking up and disposing of dead animals.

**6. COST OF PROPOSED PROGRAM, ETC. (INDICATE THE DOLLAR AMOUNT OF  
CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND  
IN-KIND CONTRIBUTIONS):**

City Current Fund Account \$95,876

**7. DATE PROPOSED OR PROJECT WILL COMMENCE:**

October 1, 2012

**8. ANTICIPATED COMPLETION DATE:**

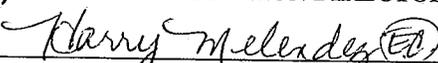
December 31, 2012

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

Nilda Guivas (201) 547-4743

**10. Additional Comments:**

**I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.**

 _____ SIGNATURE OF DIVISION DIRECTOR	<u>10/24/12</u> DATE
 _____ SIGNATURE OF DEPARTMENT DIRECTOR	<u>10/24/12</u> DATE

## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2012 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City") and LIBERTY HUMANE SOCIETY, INC., a non-profit corporation of the State of New Jersey ("Contractor" or "LHS"), P.O. Box 3766, Jersey City, New Jersey

**WHEREAS**, Liberty Humane Society, Inc. (LHS) provided the City of Jersey City (City) with animal shelter management services under a five year contract which ran from November 1, 2004 through October 31, 2009 and on a yearly basis thereafter; and

**WHEREAS**, LHS has provided the services in an effective and efficient manner; and

**WHEREAS**, N.J.S.A. 40:48-5.1 authorizes a municipality to negotiate and award a contract without public bidding to a nonprofit humane society which has continuously maintained a pound for at least one year; and

**WHEREAS**, LHS satisfies the requirements of N.J.S.A. 40:48-5.1; and

**WHEREAS**, Resolution \_\_\_\_\_ approved on \_\_\_\_\_, 2012 authorized this Agreement between the City and LHS; and

**WHEREAS**, LHS will manage the operations of the Jersey City animal shelter for a term of three months effective as of **October 1, 2012 through December 31, 2012**; and

**WHEREAS**, the City agrees to pay LHS a fee of **\$95,876.00** for a term of three months.

**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 Contractor to provide animal shelter management services as described in the City's Request for Proposals and in the Contractor's response dated May 10, 2004.

### ARTICLE II

#### Scope of Services

1. Contractor shall perform for the City all the services as described in the City's Request for Proposals (RFP), Contractor's Proposal dated May 10, 2004, and Contractor's Proposal Clarification letter dated July 6, 2004. The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In

the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents and the provisions of the City's RFP shall govern over the Contractor's Proposal dated May 10, 2004 and Contractor's Proposal Clarification letter dated July 6, 2004.

2. The contract term is for three months effective as of **October 1, 2012 through December 31, 2012**.
3. It shall be the Contractor's responsibility to provide and pay for veterinary services for all animals that become sick while under the Contractor's care at the shelter. It shall be the Contractor's responsibility to transport to the veterinarian animals that become sick at the shelter.
4. Contractor agrees that it will admit to the pound all animals brought by the City.
5. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

### ARTICLE III Contractual Relationship

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

Contractor 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 and services are correct and appropriate for the purposes intended.

### ARTICLE IV Compensation and Payment

In consideration for providing animal shelter management services, the City shall pay the Contractor a total fee of **\$95,876.00**.

The Contractor shall invoice the City at the end of each month for *one third* of the total fee. The invoice shall include a summary of the performance of the shelter's operations for the month being billed. This invoice is in addition to the reporting as described in the RFP and the Contractor's Proposal. The Contractor shall provide documentation to support the amount billed. Documentation shall include but not be limited to paid invoices for services or materials purchased by the Contractor, payroll registers, and canceled checks.

## ARTICLE V

### Insurance

Contractor shall purchase and maintain the following insurance during the terms of this Contract:

- A. \$1,000,000.00 per incident in personal/general liability insurance and \$50,000.00 in property damage liability insurance. Insurance certificate must name the City of Jersey City as an additional insured.
- B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Contractor in the sum of one hundred thousand dollars (\$100,000) (Statutory).

Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided by 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 performance of the management services, Contractor shall furnish the City certificates of insurance.

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

All coverage should remain in effect for the term of the contract.

## ARTICLE VI

### Termination for Cause

In the event the performance by the Contractor of the services provided for under this Agreement is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice given, the City shall at its sole option be entitled to terminate this Agreement immediately upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed within such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory performance or condition within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Contractor was first notified thereof. Contractor is not entitled to any compensation subsequent to receiving notice of termination from the City.

ARTICLE VII  
Arbitration

Any disputes or claims arising out of this Agreement or breach thereof, with the exception of disputes or claims involving non-payment of fees by the City or a decision by the City to terminate this Agreement, shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

ARTICLE VIII  
Indemnity

Notwithstanding the imposition of joint or concurrent liability upon the City by statute, ordinance, rule, regulation, or order, the LHS shall indemnify, defend and hold the City harmless, except for negligence or willful act of City's employees, contractors or agents, against and from any and all liability, fines, suits, claims demands and action, and costs and expenses of any kind or nature during the time of this Agreement that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by LHS, its agents, servants, invitees, and/or employees that result in any loss of life or property or in any injury or damage to persons or property. If the LHS shall be required to defend any action or proceeding pursuant to this paragraph to which action or proceeding which the City is made a party, the City shall be entitled to appeal, defend or otherwise take part in the matter involved, at its election, by counsel of its own choosing, providing such action by the City does not limit or make void any liability of any insurer of the City or the LHS hereunder in respect to the claim or matter in question; and further providing that such action by the City is at the City's sole cost and expense if such action or proceeding involves a claim which is less than the insurance coverage provided by the LHS therefore. Notwithstanding anything to the contrary herein, the LHS shall have no obligation to indemnify, defend or hold the City harmless pursuant to this Section for any liability, property damage, loss, or personal injury (I) that are caused by the acts or omissions of the City, or any of its employees, contractors or agents; (ii) that occurred prior to the commencement of the term of this Agreement; or (iii) violations of Legal Requirements which exist at the commencement of this Agreement . LHS's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

ARTICLE IX  
Entire Agreement

This Agreement constitutes the entire management agreement between City and Contractor. 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.

This Agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE X  
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XI  
Notice

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

**Nilda Guivas**  
**Health Officer**  
**City of Jersey City**  
**I Journal Square Plaza, 2<sup>nd</sup> Fl**  
**Jersey City, NJ 07306**

**Andrew Siegel**  
**President**  
**Liberty Humane Society, Inc.**  
**P.O. Box 3766**  
**Jersey City, NJ 07303**

ARTICLE XII  
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

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

\_\_\_\_\_  
John Kelly, Business Administrator

Attest:

Liberty Humane Society, Inc.

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

Title:

\_\_\_\_\_  
Andrew Siegel, President

# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## Goods, Professional Services and General Service Contract

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

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

## EXHIBIT A

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

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

EXHIBIT A (Cont.)

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee information report
- Employee information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

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

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

The undersigned vendor further agrees to furnish 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): 11/11/12  
Barnard/ Director  
Representative's Signature: [Signature]  
Name of Company: Liberty Humane  
Society  
Tel. No.: 201 547 4147 Date: 5/3/12

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

The contractor and the Director of Liberty Humane Society (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

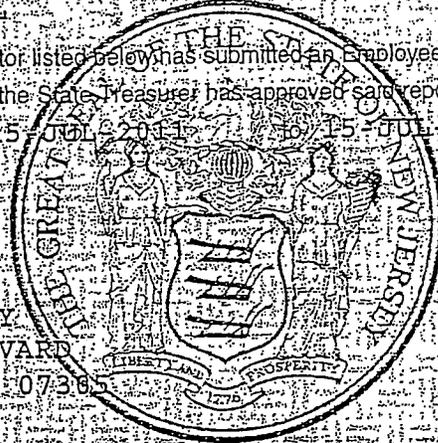
Representative's Name/Title Print: Irene Barngraeber / Director  
Representative's Signature: Irene Barngraeber  
Name of Company: Liberty Humane Society  
Tel. No.: 201 547 4447 Date: 6/3/12

Certification: 35686

# 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-2017 to 15-JUL-2018



LIBERTY HUMANE SOCIETY  
235 JERSEY CITY BOULEVARD  
JERSEY CITY NJ 07310



Andrew P. Sidamon-Enstorf  
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: Liberty Humane Society

Address: 235 Jersey City Blvd. Jersey 07305

Telephone No.: 201 547 4147

Contact Name: Irene Borngräber

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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: Liberty Humane Society

Address: 235 Jersey City Blvd, Jersey City, NJ 07305

Telephone No.: 201-547-4147

Contact Name: Irene Boongraebor

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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Woman Business Enterprise

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



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0992108 FOR LIBERTY HUMANE SOCIETY INC IS VALID.