

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

City Clerk File No. Res. 12-345
 Agenda No. 10.A
 Approved: MAY 09 2012
 TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2012 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2012 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2012 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$324,732,468**.

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

1. An emergency temporary appropriation is hereby created for:

	FROM	TO
INSURANCE ALL-DEPTS.	3,400,000	4,400,000
PRIOR YEAR BILLS	18,723	18,761
POLICE & FIRE RETIREMENT	33,208,042	33,343,616
EMERGENCY AUTHORIZATION	0	4,390,000
PANYNJ-PORT SECURITY GRANT	0	956,403
TOTAL		6,482,015

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2012 Municipal Budget.

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											
5/9/12											
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. 12-346
 Agenda No. 10.B
 Approved: MAY 09 2012



TITLE:
RESOLUTION CONFIRMING THE SALE OF CITY OWNED PROPERTY NOT NEEDED FOR PUBLIC USE, HELD ON April 18, 2012.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on March 28, 2012, the Municipal Council of the City of Jersey City passed and adopted a resolution authorizing the sale of certain public lands not needed for public use, by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13; and

WHEREAS, notice of said sale was duly published as required by Law; and

WHEREAS, in pursuance to said resolution such public sale was held in the Real Estate Office, City Hall, 280 Grove Street, Jersey City, New Jersey on Wednesday, April 18, 2012 at ten o'clock in the forenoon, local time; and

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said sale of the following property is ratified, subject to any conditions or terms effecting the sale or reversionary deed, as the case may be,

BE IT FURTHER RESOLVED, that the said contract of sale, and deed may be executed by the authorized officials of the City of Jersey City.

<u>BLOCK</u>	<u>LOT (S)</u>	<u>LOCATION</u>	<u>PURCHASER</u>	<u>PRICE</u>
383	41	369 First Street	Hok Yu Chan 363 First Street Jersey City, N.J. 07302	\$40,000.00

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

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

Certification Required

Not Required

0 2 n 1 2 0 6 8

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/9/12											
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. 12-347

Agenda No. 10.C

Approved: MAY 09 2012

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO COMPLETE THE CONDITIONS OF SALE AFFECTING BLOCK 733 LOT A.2 LOCATION 325 PALISADE AVENUE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on August 16, 2006, the Municipal Council of the City of Jersey City adopted a Resolution authorizing the sale of certain public lands not needed for public use, by public sale, to the highest bidder in accordance with N.J.S.A. 40A:12-13; and,

WHEREAS, notice of said sale was duly published as required by law; and,

WHEREAS, the public sale was held on September 12, 2006; and

WHEREAS, Block 733 Lot A.2 Location 325 Palisade Avenue was sold to: Due Vecchio, 195 Fairfield Avenue Suite 2A, West Caldwell, New Jersey; and,

WHEREAS, the Municipal Council of the City of Jersey City adopted the Confirmation of Sale on April 11, 2007; and,

WHEREAS, on April 11, 2007 the Municipal Council authorized the assignment of the contract of sale for the property known as 325 Palisade Avenue from Due Vecchio, LLC to Hudson Palisade LLC; and,

WHEREAS, on September 13, 2007, the Deed was released to: Hudson Palisades, LLC, 46 Broadway, Jersey City, New Jersey c/o David DePierro; and

WHEREAS, the deed stipulates that the buyer will obtain a Certificate of Occupancy within 18 months of the deed and will not sell, convey or otherwise transfer the property until the buyer has obtained a Certificate of Occupancy and comply with the terms and conditions of sale contained in the resolution authorizing the sale; and,

WHEREAS, as per the attached letter from David DePierro, the buyer for good cause explains why he was unable to comply with the terms and therefore requests an extension until July 1, 2012 to obtain the Certificate of Occupancy,

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that said request for an extension until July 1, 2012 to obtain a Certificate of Occupancy and comply with the terms and conditions of sale contained in the resolution authorizing the sale on Block 733 Lot A.2 Location 325 Palisade Avenue the Tax Map of Jersey City, New Jersey is hereby approved.

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

APPROVED: [Signature] Corporation Counsel
Business Administrator

Certification Required

Not Required

0 2 0 1 2 0 6 8

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/9/12							
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

April 24, 2012

Hudson Palisades Urban Renewal Corp. LLC
46 Broadway
Jersey City, NJ 07306
David De Pierro
201-988-3233

City Of Jersey City
Real Estate Office
288 Grove St.
Jersey City, NJ 07306
Anne Marie Miller
201-547-5711

Re: 325 Palisade Ave. Jersey City, NJ

Dear Ms. Miller:

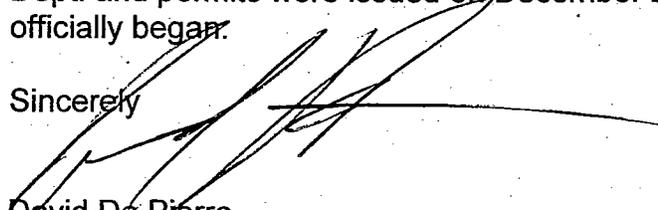
As per your instructions, I am requesting an extension to complete the conditions of sale for the above referenced property until July 1, 2012

As of the date of this letter the project is 100% complete and all final inspections have been performed. We are presently in the process of applying for final site plan approval with the office of city planning after which we can formally apply for certificate of occupancy.

In response to your inquiry as to the extended delay; the property was purchased from the City of Jersey City in September 2007, at which time we began the process of preliminary site plan approval with the office of city planning. The resolution approving preliminary major site plans was drafted on August 20, 2008. Hudson Palisades Urban Renewal Corp then applied for a long term tax abatement which was ultimately granted by the City of Jersey City, however, we were not aware that construction could not commence, according to the municipal ordinance, until the abatement application was officially approved in June of 2009.

On September 18, 2009, applications were submitted with the Jersey City Building Dept. and permits were issued on December 28, 2009 shortly after which construction officially began.

Sincerely



David De Pierro
Managing Member

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

City Clerk File No. Res. 12-348
 Agenda No. 10.D
 Approved: MAY 09 2012



TITLE: RESOLUTION REJECTING BID RECEIVED BY THE CITY OF JERSEY CITY ON MARCH 1, 2012 FOR A CONTRACT KNOWN AS NEW EXTERIOR DOORS FOR LOEW'S JERSEY THEATER, PROJECT NO. 2009-034

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract known as New Exterior Doors for Loew's Jersey Theater, Project No. 2009-034 (Project); and

WHEREAS, on March 1, 2012, the City of Jersey City (City) received four (4) bid which was:

Frankoski Construction Co.	\$391,530.00
Shah Electric	\$494,244.00
Merrell & Garaguso, Inc.	\$497,800.00
William Kohl Construction Corp.	\$659,730.00

WHEREAS, this bid substantially exceeds the Division of Architecture's (Division) pre-bid estimate for this Project of \$166,000.00; and

WHEREAS, based on the scope of the work, better bid results are likely by combining this work with other work at the Loew's Theater Improvements at a later date, once additional grant funding is put in place; and

WHEREAS, the City's Director of Architecture recommends that all bids be rejected; and

WHEREAS, N.J.S.A. 40A:11-13.2 (a) and (b) authorize the rejection of all bids when bids substantially exceed the pre-bid estimate and appropriation for the goods or services.

NOW THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that because of the reasons stated above which are incorporated herein, bid received by the City on March 1, 2012 for a contract known as New Exterior Doors for Loew's Jersey Theater, Project No. 2009-034 is rejected.

ab
 April 19, 2012

APPROVED: *Ledney Boddy* 4/20/12 APPROVED AS TO LEGAL FORM
 APPROVED: *[Signature]* Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/9/12							
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 : April 19, 2012

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

FROM : Brian F. Weller, LLA, ASLA, Director 

SUBJECT : **Loew's Theater - New Exterior Doors**
Project No. 2009-034

Attached for your consideration is a Resolution rejecting bids received on March 1, 2012 for the Loew's Theater - New Exterior Doors project. The bids substantially exceeded the pre-bid estimate of \$166,000.00. Since this was the second bid and based on the scope of work for this project, we will incorporate these improvements with upcoming improvements slated for the Loew's Theater once additional grant funds become available.

Thank you for your consideration in this matter.

ab
Attachments

c: Rodney Hadley, Director, Department of Public Works

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

City Clerk File No. Res. 12-349

Agenda No. 10.E

Approved: MAY 09 2012

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDS UNDER THE FY 2012 VIOLENT GANG AND GUN CRIME REDUCTION PROGRAM (PROJECT SAFE NEIGHBORHOODS)

COUNCIL
of the following resolution.

Offered and moved adoption

WHEREAS, the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) issued a notice of grant funding for the FY 12 Violent Gang and Gun Crime Reduction Grant Program (PSN), Project Safe Neighborhoods; and

WHEREAS, the Preventing and Reducing Violent Gang and Gun Crimes funds provide municipalities the resources needed to enforce gun laws, prosecute offenders, prevent and deter gun crimes; and

WHEREAS, the Jersey City Police Department has documented violence, gang, gun, and drug activity within various Jersey City neighborhoods; and

WHEREAS, the Jersey City Police Department desires to form a Violent Gang and Gun Crime Reduction Task Force with the collaboration of the U.S. Attorney's Office, local Prosecutors Office, and other Local and State law enforcement agencies where we will be focusing on violent gang and gun crimes citywide; and

WHEREAS, the Jersey City Police Department desires to submit an application to the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) for the FY 12 Violent Gang and Gun Crime Reduction Grant Program (PSN), Project Safe Neighborhoods

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

1. The City of Jersey City authorizes the submission of the grant for funding; and
2. These funds will be used by the Jersey City Police Department to conduct undercover overtime tactical operations conducted by the Jersey City Police Departments Street Crimes Unit, launch informational media campaigns broadcasting firearm enforcement and prosecution, and updating the work unit's technology.

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

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

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/9/12											
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

ORDINANCE/RESOLUTION FACT SHEET

Date Submitted to BA. _____

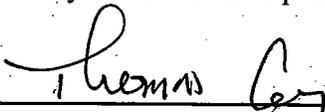
This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets shall be returned with the resolution or ordinance. The department, division, or agency responsible for the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

Full Title of Ordinance/Resolution/Cooperation Agreement:

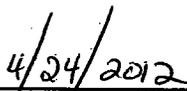
RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDS UNDER THE FY 2012 VIOLENT GANG AND GUN CRIME REDUCTION PROGRAM (PROJECT SAFE NEIGHBORHOODS)

- 1. Names and Title of Person Initiating Ordinance/Resolution:**
Thomas Comey, Police Director
- 2. Concise Description of the Program, Program Project or Plan Proposed in the Ordinance/Resolution**
Authorization to apply for funds under the FY 12 Violent Gang and Gun Crime Reduction Program.
- 3. Reasons (Need) for the Proposed Program, Project etc:**
To address violent gang and gun through vigorously enforcing gun laws, prosecuting offenders, and preventing and deterring gun crimes.
- 4. Anticipated Benefits to the Community:**
Assigned task force that will significantly help to deter gang and gun violence.
- 5. Cost of Proposed Program Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**
No matching requirement Award amount \$500,000
- 6. Date Proposed Program or Project will Commence:**
To be announced
- 7. Anticipated Completion:**
To be announced
- 8. Person Responsible for Coordinating Proposed Program/Project:**
Thomas Comey, Director of Police

I certify that all the facts presented herein are accurate.



Department Director Signature



DATE

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

City Clerk File No. Res. 12-350
Agenda No. 10.F
Approved: MAY 09 2012
TITLE: _____



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012

COUNCIL _____ offered and moved adoption
of the following resolution:

WHEREAS, the New Jersey Department of Community Affairs (DCA) has awarded the City of Jersey City, an initial grant in the amount of \$705,387.00, under the Community Services Block Grant No. 2012-05235-0321-00; and

WHEREAS, this initial allocation of \$705,387.00 represents a portion of the overall anticipated allocation of approximately \$926,536.00; and

WHEREAS, upon receiving a commitment from the Department of Community Affairs for the balance of the funding anticipated, the Division of Community Development will increase these contracts to reflect the full funding identified on the following page; and

WHEREAS, the operation of the activities proposed in the City of Jersey City's application requires that we subcontract with the agencies listed on the attached page; and

WHEREAS, the City of Jersey City has solicited competitive proposals for the provision of these services; and

WHEREAS, the Department of Community Affairs has approved services proposed by the subgrantees listed on the attached page; and

WHEREAS, this grant will be effective for the period of October 1, 2011 through September 30, 2012.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to enter into contracts under the Community Services Block Grant Program and to execute amendments and modifications to agreements during the year.

BE IT FURTHER RESOLVED that upon receipt of full funding from the New Jersey Department of Community Affairs, the Mayor or Business Administrator, through its Division of Community Development, may increase contracts to reflect the full funding identified on the following page.

City Clerk File No. Res. 12-350

Agenda No. 10.F MAY 09 2012

TITLE:

AGENCY	INITIAL	SECOND	FUNDING LEVEL	P.O. NUMBER	OBJECT CODE
Administration	23,728.00	101,922.00	125,650.00		101
Boys & Girls Club of Hudson County	15,000.00	5,000.00	20,000.00	106478	906
Building an Empire, Inc. (A New and Complete Approach)	30,100.00	0.00	30,100.00	106480	847
Building an Empire, Inc. (S.O.S. Employment Readiness)	47,000.00	0.00	47,000.00	106479	554
City Hope Center, Inc.	12,000.00	4,000.00	16,000.00	106481	983
Educational Arts Team	45,000.00	15,000.00	60,000.00	106483	978
Grace Van Vorst Community Services (Breakfast Plus)	20,000.00	0.00	20,000.00	106484	816
Grace Van Vorst Community Services (Senior Center)	16,500.00	5,500.00	22,000.00	106485	817
Hogar Crea	40,000.00	0.00	40,000.00	106486	815
Hudson Community Enterprises	15,000.00	5,000.00	20,000.00	106487	961
Jersey City Dept. of Health & Human Services	90,000.00	0.00	90,000.00	106482	905
Garden State Episcopal Community Development Corporation	18,750.00	6,250.00	25,000.00	106488	986
JC Public Library (Literacy Program)	41,250.00	13,750.00	55,000.00	106489	604
Jersey City Medical Center	26,250.00	8,750.00	35,000.00	106490	544
Let's Celebrate, Inc.	90,600.00		90,600.00	106491	979
New City Kids	29,209.00	0.00	29,209.00	106492	506
Salvation Army Jersey City Corps Community Center	37,500.00	12,500.00	50,000.00	106494	981
P.A.C.O. (Multi-Service Center)	37,500.00	12,500.00	50,000.00	106493	980
Suits for Success, Inc.	45,000.00	0.00	45,000.00	106528	512
WomenRising, Inc. (Strong Foundations Program)	25,000.00	0.00	25,000.00	106495	924
Unallocated		30,980.00	30,980.00		
TOTAL	705,387.00	221,152.00	926,539.00		

I hereby certify that funds in the amount of \$705,387.00 are available in Account No. 02-213-40-202 for this allocation.

Donna Mauer

Donna Mauer, Chief Financial Officer

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											
5/9/12											
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. 12-351
 Agenda No. 10.6
 Approved: MAY 09 2012
 TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
 AUTHORIZING THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION TO
 ALLOCATE URBAN ENTERPRISE ZONE FUNDS FOR THE MAINTENANCE OF THE
 CCTV CAMERA SYSTEM

Council offered and moved adoption of the following resolution:

WHEREAS, the Jersey City Economic Development Corporation (JCEDC) has had the responsibility of the installation and maintenance of the CCTV camera system and the operations of the CCTV control room: and

WHEREAS, the JCEDC will be turning the system over to the Police Department at the completion of the installation of the CCTV Camera Project Phase 3A-3B; and

WHEREAS, until such time the JCEDC is requesting Urban Enterprise Zone funds for the maintenance of the CCTV Camera Systems:

<u>Project</u>	<u>Additional Funds</u>
CCTV Maintenance	\$115,000.00

WHEREAS, the amount of funds requested for these services will cover the maintenance of the CCTV Camera System.

WHEREAS, funds are available for this project from monies deposited in the Urban Enterprise Zone Project Account, and shall be utilized in accordance with the State of New Jersey FY12 Budget Language and General Provisions regarding the Urban Enterprise Zone Program.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby authorizes the funding of the Jersey City Economic Development Corporation from Urban Enterprise Zone Funds to be utilized in accordance with the State of New Jersey FY 12 budget language and general provisions regarding the Urban Enterprise Zone Program.

APPROVED: *Paul Caprio* APPROVED AS TO LEGAL FORM
 BUSINESS ADMINISTRATOR

APPROVED: *[Signature]* CORPORATION COUNSEL

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/9/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			MASSEY	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

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

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

City Clerk File No. Res. 12-352

Agenda No. 10.H

Approved: MAY 09 2012

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL AUTHORIZING THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION TO ALLOCATE URBAN ENTERPRISE ZONE FUNDS FOR THE GATEWAY BEAUTIFICATION MAINTENANCE PROJECT

WHEREAS, the City of Jersey City and the Economic Development Corporation (JCEDC) seek to encumber Urban Enterprise Zone Funds for the maintenance of the Jersey City Gateways; and

WHEREAS, said requested funds are to be expended within the designated enterprise zone in the City of Jersey City, for the following project, a copy of the project description is attached to be administered by the Department of Public Works:

<u>Project</u>	<u>Amount Requested</u>
Gateway Beautification Maintenance Project	\$75,000.00

WHEREAS, funds are available for this project from monies deposited in the Urban Enterprise Zone Project Account, and shall be utilized in accordance with the State of New Jersey FY12 Budget Language and General Provisions regarding the Urban Enterprise Zone Program.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby authorizes the funding of the Jersey City Economic Development Corporation from Urban Enterprise Zone Funds to be utilized in accordance with the State of New Jersey FY 12 budget language and general provisions regarding the Urban Enterprise Zone Program.

APPROVED: *Carl Capicchio* APPROVED AS TO LEGAL FORM
 APPROVED: *John Kelly* Corporation Counsel
Business Administrator

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/9/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			MASSEY	✓		
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

Date Submitted to B.A. _____

RESOLUTION FACT SHEET

1. Full Title of Resolution:

RESOLUTION OF THE MUNICIPAL COUNCIL AUTHORIZING THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION TO ALLOCATE \$75,000.00 OF URBAN ENTERPRISE ZONE FUNDS FUNDING THE GATEWAY BEAUTIFICATION MAINTENANCE PROJECT

2. Name and Title of Person Initiating the Resolution:

Roberta Farber, Urban Enterprise Zone Director
201-333-7797

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

This program will be for the maintenance and replacement of banners at the gateways to Jersey City within the Urban Enterprise Zone:

440 & Communipaw Avenue	Center Street & Christopher Columbus Drive
Broadway & Monument Traffic Island	Newark Avenue at Monmouth & Second Street
Summit Avenue & Hague Street	Secaucus Avenue East of Tonnelle Avenue
Morris Pesin Drive	Kennedy Boulevard at City Line
Garfield Avenue on Bayonne Border	Kennedy Boulevard South of Secaucus Avenue
Danforth Avenue & Route 440	Route 7 at 1&9 Truck Route
Rt. 440 Northbound at City Line	Paterson Plank Road at Central Avenue
Marin Boulevard North of 18 th Street	Paterson Plank Road South of 14 th St. Viaduct

4. Reasons for the Proposed Project:

To maintain the existing work that has already been done at the entrances to the City.

5. Anticipated Benefits to the Community:

Beautification adds to the attractiveness of the City.

6. Cost of Proposed Program, Project, etc.:

\$ 75,000.00

7. Date proposed Program of Project will commence:

June 1, 2012

8. Anticipated Completion Date:

May 31, 2013

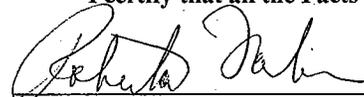
9. Person Responsible for Coordinating Proposed Program, Project, etc.:

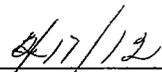
Rodney Hadley, Director of Public Works

Additional Comments:

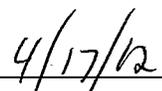
None

I certify that all the Facts Presented Herein are Accurate.


Urban Enterprise Zone Director


Date


HEDC Department Director


Date

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

City Clerk File No. Res. 12-353

Agenda No. 10.I

DEFEATED MAY 09 2012

TITLE:



RESOLUTION APPOINTING THOMAS J. COMEY AS THE DIRECTOR OF THE JERSEY CITY POLICE DEPARTMENT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 40:69A-43 provides that each municipal department shall be headed by a Director who shall be appointed by the Mayor with the advice and consent of Council and shall serve during the term of office of the Mayor appointing him or her; and

WHEREAS, Mayor Jerramiah T. Healy has reviewed the qualifications of Thomas J. Comey and recommends his appointment as the Director of the Jersey City Police Department; and

WHEREAS, the Council has reviewed the qualifications of Thomas J. Comey and considers him well qualified to serve as the Director of the Jersey City Police Department.

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

The appointment of Thomas J. Comey as the Director of the Jersey City Police Department is hereby consented to and confirmed pursuant to N.J.S.A. 40:69A-43. Thomas J. Comey has generously agreed to serve in this capacity for no additional compensation.

JM/he
5/09/12

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: *J. M. Healy* Business Administrator *Robert Byrne* Corporation Counsel

Certification Required

Not Required

0 2 0 1 2 0 7 5

DEFEATED 4-5

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/9/12											
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)

DEFEATED 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

JERRAMIAH T. HEALY
MAYOR



CITY HALL
JERSEY CITY, NJ 07302
TEL: (201) 547-5200
FAX: (201) 547-4288

May 9, 2012

Council President and
Members of the Municipal Council
280 Grove Street
Jersey City, N.J. 07302

RE: Appointment of Thomas J. Comey as Director of Police

Dear Council President and Members:

I have this day appointed Chief Thomas J. Comey as the Director of the Police Department of the City of Jersey City. He has generously agreed to serve for no additional compensation.

In accordance with N.J.S.A. 40:69A:43, I respectfully request the advice and consent of the Municipal Council to this appointment.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J Healy', is written over the printed name.

JERRAMIAH T. HEALY
Mayor

JTH/he
cc: Robert Byrne, City Clerk

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

City Clerk File No. Res. 12-354
 Agenda No. 10.J
 Approved: MAY 09 2012
 TITLE:



RESOLUTION APPOINTING AURELIO VINCITORE AS A MEMBER OF THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated April 27, 2012, that he has appointed **Aurelio Vincitore**, of 227 Christopher Columbus Drive, Unit 114 B, Jersey City, New Jersey, as a member of the **Rockaway Valley Regional Sewerage Authority**, for a term to commence immediately upon adoption of this resolution and expire on January 31, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Aurelio Vincitore** as a member of the **Rockaway Valley Regional Sewerage Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

G:\WPDOCS\BOARDS\ROCKAWAY\Aurelio Vincitore - Reso.wpd

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: _____
 Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/9/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	ABSTAIN			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

JERRAMIAH T. HEALY, MAYOR

April 27, 2012

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear President and Members,

Kindly be advised that I have appointed **Aurelio Vincitore**, of 227 Christopher Columbus Drive, Unit 114 B, Jersey City, New Jersey to serve as a member of the **Rockaway Valley Regional Sewerage Authority**. Mr. Vincitore is replacing Neil Schulman, whose term has expired. Mr. Vincitore's term will commence immediately upon the adoption of a resolution and will expire January 31, 2017.

I respectfully request your advise and consent on this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Healy", written over a faint, larger version of the signature.

Jerramiah T. Healy
Mayor

c: William Matsikoudis, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Daniel Becht, Executive Director, JCMUA
Rosemary McFadden, Chief of Staff
Kevin Lyons, Mayor's Office
Aurelio Vincitore

OFFICE OF THE MAYOR

Aurelio Vincitore, Esq.

227 Christopher Columbus Drive, Unit 114 B, Jersey City, NJ 07302

Phone: (732) 239-4660

Email: aureliovincitore@yahoo.com

EXPERIENCE:

Law Department, City of Jersey City Jersey City, NJ
Assistant Corporation Counsel March 2008-present

Worked with Corporation Counsel on a variety of matters including:

- Environmental litigation to compel PPG to clean up a large tract of chromium contaminated land in the City.
- Complex real estate transactions, leading to the acquisition of a former Superfund site, which will be converted into a new park along the Hackensack River; and the acquisition of a large tract of land for construction of new municipal service complex.
- Researched and assisted in drafting legislation aimed at making Jersey City greener and more sustainable, amended the City's Business Curfew Ordinance, Itinerant Catering Ordinance, amended RFQ's, and amended bid packages.
- Lead trial counsel in defense of N.J.S.A. Title 59 tort claim action against the City.
- Historic Preservation Commission, ABC Board, and Environmental Commission Board Attorney

Law Offices of Aurelio Vincitore Bayonne, NJ
Sole Practitioner January 2007-present

- Litigated personal injury and contract disputes.
- Handled residential real estate closings and reviewed/finalized commercial leases.
- Planned and drafted wills and estates.

Law Offices of Rhinold L. Ponder Princeton, NJ
Independent Contractor-Associate November 2005-December 2006

- Participated in arbitration hearings and attended depositions.
- Prepared pleadings, complaints, orders to show cause, counterclaims, cross claims, motions for summary judgment, and interrogatories.

Department of Law and Public Safety Trenton, NJ
Criminal Division, Intern June-August 2004

- Researched Title 2C and helped revise Model Charging Manual.
- Drafted memoranda on NJ Open Public Records Act.
- Wrote memoranda on bias crime towards illegal immigrants.

EDUCATION:

Seton Hall University School of Law Newark, NJ
Juris Doctor December 2004

Honors: Centennial Scholarship; Clyde Ferguson Scholarship; Monmouth County Bar Foundation Scholarship
Activities: VITA Pro Bono Tax Clinic; Rodino Society member; *Res Ipsa* Newspaper Issues Research Analyst; Study Abroad Program in Italy

Rutgers University New Brunswick, NJ
Bachelor of Arts in Political Science May 2001

Honors: Dean's List Spring 2001, Livingston College EOF Honor Society, Gamma Sigma Alpha National Honor Society
Activities: Livingston College Governing Association Representative; Rutgers University Pre-Law Society

BAR MEMBERSHIP: New Jersey: Admitted, May 2005; Pennsylvania: Admitted, May 2005; U.S. District Court 2010

PROFESSIONAL ASSOCIATIONS: New Jersey State Bar Associations
Hudson County Bar Association, Hudson County Inns of Court
New Jersey Institute of Local Government Attorneys
Team Captain Hoboken Relay For Life

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

City Clerk File No. Res. 12-355
 Agenda No. 10.K
 Approved: MAY 09 2012
 TITLE:



RESOLUTION REAPPOINTING WILLIAM A. MACCHI AS A MEMBER OF THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated March 29, 2012, that he has reappointed **William A. Macchi**, 72 Sterling Avenue, Jersey City, New Jersey as a member of the **Jersey City Municipal Utilities Authority**, for a term to commence immediately upon adoption of this resolution and expire on January 31, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **William A. Macchi** as a member of the **Jersey City Municipal Utilities Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB: sjg

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											
5/9/12											
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

JERRAMIAH T. HEALY, MAYOR

March 29, 2012

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear President and Members:

Kindly be advised that I have reappointed **William A. Macchi**, of 72 Sterling Avenue, Jersey City, New Jersey, to serve as a regular member of the **Jersey City Municipal Utilities Authority**, for a term to commence upon the adoption of a resolution and expire January 31, 2017.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Healy", written in a cursive style.

Jerramiah T. Healy
Mayor

c: William Matsikoudis, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Daniel Becht, Esq., Executive Director, M.U.A.
Rosemary McFadden, Chief of Staff, Mayor's Office
Kevin Lyons, Mayor's Office
William A. Macchi

OFFICE OF THE MAYOR

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

City Clerk File No. Res. 12-356

Agenda No. 10.L

Approved: MAY 09 2012

TITLE:



RESOLUTION REAPPOINTING NICHOLAOS I. ECONOMOU AS A MEMBER OF THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated March 29, 2012, that he has reappointed **Nicholaos I. Economou** of 15 Lincoln Street, Jersey City, New Jersey as **Alternate Member #1** of the **Jersey City Municipal Utilities Authority**, for a term to commence immediately upon adoption of this resolution and expire on January 31, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Nicholaos I. Economou** as **Alternate Member #1** of the **Jersey City Municipal Utilities Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB: sjg

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											
5/9/12											
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

JERRAMIAH T. HEALY, MAYOR

March 29, 2012

President and Members of the Municipal Council
City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302

Dear President and Members:

Kindly be advised that I have reappointed **Nicholaos I. Economou**, of 15 Lincoln Street, Jersey City, New Jersey, to serve as **Alternate Member #1** of the **Jersey City Municipal Utilities Authority**. Mr. Economou's term will commence upon the adoption of a resolution and will expire January 31, 2017.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Healy", written over a horizontal line.

Jerramiah T. Healy
Mayor

- c: William Matsikoudis, Corporation Counsel
John Kelly, Business Administrator
Robert Byrne, City Clerk
Daniel Becht, Executive Director, M.U.A.
Rosemary McFadden, Chief of Staff, Mayor's Office
Kevin Lyons, Mayor's Office
Nicholaos I. Economou

OFFICE OF THE MAYOR

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

City Clerk File No. Res. 12-357

Agenda No. 10.M

Approved: MAY 09 2012

TITLE:



RESOLUTION AWARDING A CONTRACT TO GOLD TYPE BUSINESS MACHINE TO PROVIDE ANTIVIRUS PROTECTION SOFTWARE FOR THE DEPARTMENT OF POLICE, SUPPORT SERVICES/COMPUTER UNIT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City is in need of antivirus and anti-malware software that is used to protect all of the Public Safety (Police and Fire) servers and workstations for the Police Department, Support Services/Computer Unit; and

WHEREAS, the software is required to prevent the introduction and spread of viruses or malware throughout the Public Safety network. A virus or malware infection would jeopardize the proper function and security of all of our systems and could compromise all of our vital data. Without license, support and maintenance renewal, no new virus or malware definitions would be available, no new software updates or patches would be provided, and support would cease in the event that problems arise with the proper function of the software system. The total cost for software is \$20,219.99; and

WHEREAS, Gold Type Business Machines, 351 Paterson Avenue, East Rutherford, New Jersey 07073 is certified to sell the items for a total contract amount not to exceed **\$20,219.99**; and

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

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

WHEREAS, funds in the amount of \$20,219.99 are available in Police Department's Maintenance & Repair Operating Account, 01-201-25-240-310; and

WHEREAS, the resolution authorizing the award of this contract itself must be available for public inspection.

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

1. The Mayor or Business Administrator is authorized to execute a contract, in substantially the form of the attached, with Gold Type Business Machines for providing anti virus protection software for a total contract amount not to exceed **\$20,219.99**.
2. This contract is awarded without competitive bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. 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 the resolution;

Continued on page 2

TITLE:

RESOLUTION AWARDING A CONTRACT TO GOLD TYPE BUSINESS MACHINE TO PROVIDE ANTIVIRUS PROTECTION SOFTWARE FOR THE DEPARTMENT OF POLICE, SUPPORT SERVICES/COMPUTER UNIT

- 4. The award of this contract shall be subject to the condition that Gold Type Business Machines 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
- 5. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$20,219.99 are available in Police Department's Maintenance & Repair Operating Fund Account, 01-201-25-240-310 for payment of this resolution.

Account Number	PO #	Amount
01-201-25-240-310	106333	\$20,219.99

Donna Mauer
Donna Mauer, Chief Financial Officer

PF/pv
4/19/12

APPROVED: _____ APPROVED AS TO LEGAL FORM _____

APPROVED: [Signature] _____
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/9/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			MASSEY	✓		
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

CERTIFICATION OF THOMAS COMEY

I, Thomas Comey, of full age, hereby certify the following:

1. I am the Chief and Acting Director of the Jersey City Police Department.
2. Resolution authorizing a contract to Gold Type Business Machines for anti virus protection software used to protect all Public Safety (Police & Fire) servers and workstations.
3. The total funds requested for this purpose is \$20,219.99
4. The funds are available in JCPD Maintenance & Repair Operating Account No. **01-201-125-240-310.**
5. 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

Thomas Comey, Chief and Acting Director
JC Police Department



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES, INC.
Trade Name:
Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073-1365
Certificate Number: 0067515
Effective Date: February 22, 1977
Date of Issuance: April 19, 2012

For Office Use Only:
20120419121932258



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

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

April 4, 2012
Jersey City Police Department
Att: John Tkaczyk

Qty	Part#	Description	MSRP	State Disc	Price	Extended
1	CF-ICOPMSC	SYMANTEC ANTIVIRUS & ENDPOINT PROTECTON/BACKUP SOFTWARE (SUITE LICENSING)	\$20,219.99		\$20,219.99	\$20,219.99

TERMS AND CONDITION OF SALE

1. **ACCEPTANCE:** This offer may only be accepted on the exact terms set forth herein. No additional terms or modifications in the acceptance shall be agreed to unless such agreement is in writing signed by an authorized representative of High Point Solutions, Inc.
2. **QUOTATIONS AND CANCELLATION:** Quotations are valid and firm for fifteen (15) days unless otherwise stated. Buyer may not, under any circumstances or for any reason, cancel its order or any part thereof unless Seller has received written notice of the cancellation more than thirty (30) days prior to the shipping date last agreed upon by Seller for the order or the portion thereof being canceled. In the event of any such cancellation or change of order by Buyer, Buyer shall reimburse Seller for all costs and expenditures made or committed to be made by Seller up to the date of receipt of Seller of written notice of the change or cancellation, including reasonable overhead and profits lost on the portion canceled.
3. **PRICES - TAXES - FREIGHT:** All prices are exclusive of taxes and duties. All shipments are F.O.B. ship point unless specifically agreed to in writing prior to invoicing. F.O.B. ship point freight charges will be prepaid by Seller, with all charges billed back to the Buyer, including insurance. If State Sales Taxes are collected, Seller will only collect Sales Tax for the states of New Jersey and Florida. Buyer is responsible for the payment of all taxes, sales tax or other, related to invoices/services provided by High Point Solutions, Inc.
4. **TERMS OF PAYMENT:**
 - a) Subject to any special terms in writing between the Seller and the Buyer. The Seller shall be entitled to invoice the Buyer for the price of the goods or services on or at any time after shipment of the goods, or performance of the services.
 - b) Payment for the goods or services must be made in accordance with the terms on the Seller's invoice ("the due date").
 - c) If the Buyer fails to make payments in full on the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: i) Cancel the contract or suspend any further deliveries to the Buyer (whether ordered under the same contract as that under which the Seller was made or not); ii) Appropriate any payment made by the Buyer to such of the goods (or the goods supplied under any other contract between the seller and the Buyer) that the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and iii) Change the Buyer interest (both before and after judgment) on the amount unpaid at the rate of 2.0% per month, from the due date until payment is made in full, a part of a month being treated as a full month for the purpose of calculating interest).
 - d) In the event of legal action being taken by the Seller against the Buyer, the Buyer shall be responsible for all legal costs and Disbursements of the Seller.
 - e) Return of product may only be made with the Seller's approval and must be accompanied with an approved RMA and is subject to a 10% restocking fee.
5. **TITLE, RISK OF LOSS, SECURITY INTEREST, REMEDIES OF DEFAULT:** Title and ownership to each item of equipment sold pursuant to this Agreement shall remain in the Seller until payment is made in full, including any additional charges provided for herein, and Buyer expressly agrees to keep in full force fire, theft, and accident insurance for the benefit of both parties at their interest may appear from the date of shipment until payment in full is received by the Seller. Risk of loss shall pass to Buyer upon delivery to a common carrier. Seller reserves a security interest in the equipment sold hereunder as security for performance of the Buyer's obligations. Should the Buyer fail to perform any of its obligations pursuant to this Agreement, or default in payment of any charges hereunder when due, Seller may at its option do any or all of the following: (i) terminate this Agreement upon notice to the Buyer (ii) whether or not this Agreement is terminated, take possession of any or all of the equipment listed on the Equipment Schedule.
6. **WARRANTIES:** The Seller represents and warrants, at the time each item of Equipment is delivered, the Seller will be the lawful owner of such Equipment, free and clear of any liens and encumbrances (other than those which may arise from the agreement) and will have full rights, power, and authority to sell the Equipment to the Buyer. Furthermore, Seller hereby assigns to Buyer any manufacturers warranty relating to the Equipment, which is assignable. Buyer shall notify Seller of any dissatisfaction with the Equipment within ten days of the Equipment delivery. Failure of Seller within the ten (10) day period shall constitute acceptance of the Equipment by Buyer. If Seller is notified of dissatisfaction with the Equipment at any time during the warranty period, Seller may, at Seller's sole option, require the return of the Equipment and refund the purchase price, or repair or replace the defective Equipment at Seller's option and expense.
7. **FORCE MAJEURE:** Seller shall not be liable for any failure or delay in furnishing the Equipment, materials or labor resulting from fire, explosion, flood, storm, act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, machinery breakdown, transportation contingencies, difficulty in obtaining parts, supplies, shipping facilities, delay circumstances, or at Seller's option to rescind this agreement, upon ten days' written notice to Buyer.
8. **DISCLAIMER:** THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY. SELLER DISCLAIMS ANY WARRANTIES OR FITNESS FOR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT. SELLER SHALL NOT BE LIABLE FOR DAMAGES INCLUDING SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OF THE EQUIPMENT, OR ITS USE BY BUYER. SELLER'S LIABILITY IN ALL EVENTS IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY EQUIPMENT WHICH MAY BE DEFECTIVE.
9. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the Seller and the Buyer, with respect to the purchase of the Equipment, superseding all prior correspondence between the parties (including, without limitation, any quotes, purchase orders submitted by Buyer or Seller). No provision of the Agreement shall be deemed waived, amended, or modified by either party unless such a waiver, amendment, or modification be in writing signed by the party against whom enforcement is sought.
10. **NON-ASSIGNMENT:** The benefits and obligations of the contract shall not be assigned by the Buyer without prior written consent from the Seller, benefits and obligations of the contract may however be assigned by the Seller.
11. **WAIVER:** No waiver by the Seller or any breach of the contract by the Buyer shall be considered as a waiver of any subsequent breach of same or any other provision.
12. **DISPUTE RESOLUTION:** All disputes, claims or questions arising out of or in any way connected with this Contract of Sale will be subject to and submitted to binding arbitration under the rules of the American Arbitration Association. The arbitration shall be the sole method of resolving any material disagreements. Both parties agree that they shall accept the findings of the arbitrator and shall be bound thereby.
13. **LEGAL CONSTRUCTION:** The contract shall be governed by the laws of the State of New Jersey.

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

City Clerk File No. Res. 12-358

Agenda No. 10.N

Approved: MAY 09 2012

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CELEBRITY OF MORRISTOWN D/B/A BEYER CJDR FOR THE DELIVERY AND SUPPLY OF SEVEN (7) 2013 FORD EXPLORERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF FIRE/HEADQUARTERS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for vehicles for the Department of Fire Headquarters; and

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

WHEREAS, Celebrity of Morristown D/B/A Beyer CJDR, 200 Ridgedale Avenue, Morristown, NJ 07962 being in possession of State Contract A78762, will deliver and supply seven (7) 2013 Ford Explorers in the total amount of One hundred eighty three, three hundred sixteen (\$183,316.00) dollars; and

WHEREAS, these funds are available in the Trust Reserve Dedicated Account shown below

Acct No.	P.O #	State Contract	Amount
17-289-56-000-002	106443	A78762	\$183,316.00

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

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

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

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

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

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

City Clerk File No. Res. 12-358

Agenda No. 10.N

Approved: MAY 09 2012



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CELEBRITY OF MORRISTOWN D/B/A BEYER CJDR FOR THE DELIVERY AND SUPPLY OF SEVEN (7) 2013 FORD EXPLORERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF FIRE/HEADQUARTERS

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 17-289-56-000-002.

Acct No.	P.O #	State Contract	Amount
17-289-56-000-002	106443	A78762	\$183,316.00

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

PF/pv
4/30/12

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 5/9/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			MASSEY	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk



CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER

106443

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

PURCHASE ORDER & VOUCHER

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

REQUISITION # 0157474

BUYER STATECONT



DATE: 04/30/2012 VENDOR NO: CE101130

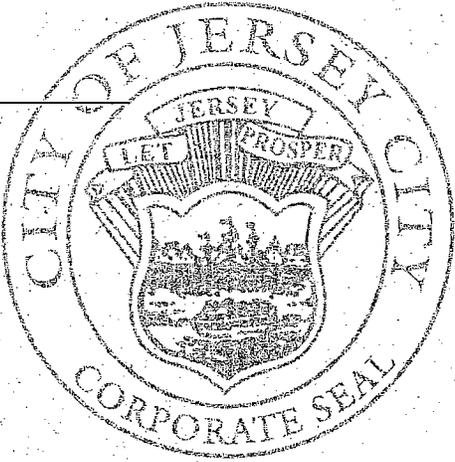
VENDOR INFORMATION

CELEBRITY OF MORRISTOWN, LLC
D/B/A: BEYER CJDR
200 RIDGEDALE AVENUE
MORRISTOWN NJ 07962

DELIVER TO

FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
7.00	EA	FORD EXPLORERS 2013 T-2753: PASSENGER VEHICLES (INCL. HYBRID & ELECTRIC): AUTOMOBILES, VANS & SUVS SC A78762 RESO _____ D/D _____	17-289-56-000-002	26,188.0000	183,316.00



TAX EXEMPTION NO. 22-6002013

PO Total 183,316.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

4/30/12

APPROVED BY ACCOUNTS & CONTROL

DATE

Original Copy

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

4/25/2012

Options for Explorer

Class III Trailer Towing Prep Package	\$	570.00
Splash Guards	\$	185.00
All Weather Mats	\$	75.00
Rust Proof and Undercoat	\$	390.00
Dome Light	\$	158.00
EDH 1900 - Installer Series Wiring Harness	\$	440.00
PS-G6-A Power Distribution Panel w/Master Cut-Off Switch	\$	290.00
2" Ball and Pintle	\$	385.00
Vinyl Rear Seat	\$	450.00

Option Total \$ **2,943.00**

Budget Total \$ **26,188.00**



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

AMENDMENT #6
T-2753

SOLICITATION #21574

April 17, 2012

TO: All Using Agencies and
Cooperative Purchasing Participants

FROM: Kristi Thomas
Procurement Lead, Fleet Engineering Unit

SUBJECT: Passenger Vehicles (Including Hybrid): Automobiles, Vans and Sport Utility
Vehicles – Contract Assignment

CONTRACT PERIOD: March 23, 2011 to November 22, 2012

Please be advised that Contract A78762, awarded to Warnock Automotive d/b/a Warnock Ford, has been assigned to Celebrity Ford d/b/a Beyer Ford. All pricing, terms, conditions and specifications of the original contract remain in effect.

New assignment information is as follows:

Celebrity Ford d/b/a Beyer Ford
170 Ridgedale Avenue
Morristown, NJ 07962
Phone: 973-644-3200
FEIN # 275234130

Please attach this amendment to your current Notice of Award.

BEYER-WARNOCK FLEET

2013 FORD EXPLORER 4WD BASE STATE OF NEW JERSEY CONTRACT # A78762

- 3.5L Ti-VCT V6 engine -inc: 3.39 axle ratio
- 6-speed SelectShift automatic transmission w/OD
- 4-wheel drive
- 58-amp/hr maintenance-free battery
- 175-amp alternator
- Trailer sway control
- Front recovery hooks
- Independent front/rear suspension
- Pwr steering
- Dual chrome exhaust tips
- P245/65R17 all-season BSW tires
- 17" steel wheels
- Mini spare tire
- Black roof rack side rails w/black end caps
- Body-color spoiler
- Upper body color/lower black front/rear bumpers
- Black wheel lip molding
- Black lower bodyside cladding
- Foundry grey painted grille
- Bi-functional projector beam headlamps
- LED tail lamps
- Black folding pwr mirrors
- 2nd/3rd row privacy glass
- Black door handles
- Front speed sensitive wipers
- Rear 2-speed intermittent wiper
- Easy fuel capless fuel filler
- AM/FM stereo w/CD/MP3 player
- (6) audio speakers
- Roof mounted antenna
- Safety Canopy
 - SOS Post Crash Alert System
 - Seat belts
 - Belt-Minder feature
 - Rear door child safety locks
 - LATCH system on rear outboard seat locations
- Cloth front bucket seats
- 60/40 split-folding 2nd row bench seat
- 50/50 split-folding 3rd row seat
- Floor console w/armrest & storage
- Front/rear color-keyed carpeted floor mats
- Tilt/telescoping steering wheel w/audio & cruise controls
- Pwr windows w/1-touch driver down
- Pwr door locks
- Remote keyless entry w/(2) key fobs
- Cruise control
- SecuriLock passive anti-theft system
- Manual climate control w/auxiliary air cond
- Air filtration system
- Rear window defogger
- Overhead console w/lights & sunglass holder
- Color-keyed cloth sunvisors -inc: covered vanity mirrors
- 2nd/3rd seat rear map light
- 12V pwr points -inc: (2) front, (1) second row, (1) cargo area
- Dark Galvano appliques
- Front/rear scuff plates
- Grab handles -inc: (1) at passenger seat, (2) in 2nd row
- Illuminated entry
- Load floor tie-down hooks
- Cargo area hooks
- Hill start assist
- 4-wheel antilock disc brakes
- Traction control
- AdvanceTrac w/Roll Stability Control (RSC)
- Hill descent control
- Terrain management system
- 2nd generation dual front airbags
- 2nd generation dual front side seat airbags
- Front passenger sensing system
- Tire pressure monitoring system

Base Price. \$ 23,245.00

Rodney Hadley, Director
Dept. of Public Works

CITY OF JERSEY CITY
Dept of Public Works
Div. of Automotive Maintenance
575 Route 440
Jersey City, New Jersey 07305

Hector Ortiz Dir Automotive
Dept. of Public Works

**2012 Ford Explorer 4x4 w/ listed Options
Under N.J State contract # A78762
or approved equal**

INFORMATION TO BIDDERS

Each bidder represents that their proposal is based upon the specifications described in the bidding documents.

Where items are prescribed by a trade name or manufacture's model or catalog number, the named product shall be construed to read "or equivalent". If a bidder substitutes any item other than that named in these specifications, such item shall be the responsibility of the vendor. All information necessary to prove equivalency of the substituted item must be included with the proposal submitted at the bid reception. Failure to include this information with proposal will result in an automatic disqualification of the bid at the time of the bid reception. Proposed substitutions shall satisfy all design conditions including performance and physical properties which will be reviewed prior to approving the substitute.

If after review of all submitted materials, the substitution is deemed "not an equivalent" the bid will be rejected.

TECHNICAL SPECIFICATION

Mechanical

1. V6 Engine
2. 4 Door SUV
3. 4-Wheel Drive
4. 136-AMP Alternator min
5. Over drive lock button
6. 3500 -5000, GVWR min
7. Heavy Duty Suspension
8. Front & Rear Stabilizer Bar
9. On and Off Road BSW Tires
10. Full Size Spare
11. Steel Wheels
12. Power Rack and Pinion Steering
13. Power 4-Wheel Disc Brakes
14. 4-Wheel Anti-Lock Brakes
15. 15 Gallon Capacity Fuel Tank min

Exterior

1. Power Mirrors
2. Light Tinted Windshield and Front Door Glass
3. Deep Tinted Sunscreen Glass (on all windows rearward of "B" pillar)
4. Variable Intermittent Front and Rear Wipers
5. Vinyl floor mats

Interior

1. Cloth High Back Front Bucket Seats
2. 2nd Row Folding Split Bench Seat
3. Tilt Steering
4. Black Instrument Panel Bezel
5. Power Windows with 1 Touch Up/Down for front window
6. Power Door Locks
7. Remote Keyless Entry
8. Air Conditioning
9. Rear Window Defroster
10. Front and Rear 12-Volt Power Outlet
11. Driver / Passenger Assist Handles
12. Illuminated Entry

Safety

1. Driver and Passenger Multistage Front / Side Airbags
2. Supplemental Side Curtain airbags for all seating
3. Electronic Stability Program
4. Dual Note Horn

Delivery

1. As per nj state contract

III. BID INFORMATION & PRICE SHEET

Manufacturers standardized maintenance / repair manuals supplied YES _____ NO _____

Make, model & year of vehicle(s) bid: _____

Best delivery date of vehicle(s) to City: _____

Notes to Bidder

1. The Extended Cost for each item shall be the Unit Cost multiplied by the Quantity for that item.

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications the items listed herein: 2012 FORD EXPLORER SUV 4X4 or approved equal.				
Prices to be quoted as total amount all units				
Item	Quantity	Description	Unit Cost	Total
1.			\$	\$

Total bid amount in words.

All quotations must be typewritten or written in ink. Pencil quotations will automatically render the bid invalid. This bid must be accompanied by a bond or certified check for ten percent (10%) of the total amount of the bid. Bond must be from some surety company authorized to do business in the State of New Jersey.	
COMPANY NAME	NAME
ADDRESS	ADDRESS
DATE	



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CELEBRITY CHRYSLER JEEP MORRISTOWN
Trade Name: BEYER CHRYSLER JEEP DODGE RAM
Address: 200 RIDGEDALE AVE
MORRISTOWN, NJ 07960-4089
Certificate Number: 1648976
Effective Date: June 28, 2011
Date of Issuance: April 30, 2012

For Office Use Only:
20120430125112011

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 there with, 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)

**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 BEVER FORD (name of business entity) has not made any reportable contributions in the **one-year period preceding 4/25/12 (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 BEVER FORD (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: BEVER FORD

Signed: [Signature] Title: Bus. OR Man.

Print Name: PAUL YACIMCAK Date: 4/25/12

Subscribed and sworn before me
this 25 day of April, 2012.

My Commission expires:

1/17/17

[Signature]
(Affiant)
PAUL YACIMCAK - BOM
(Print name & title of affiant) (Corporate Seal)

NATHANIEL SEELY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JANUARY 17, 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.

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/lfnr/lfnmenu.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. 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, if 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-3 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 a share 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(e): "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.63 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
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 e: 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 official> 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 Sotolano	
EFO David P. Donnelly J.C. Council 2010	Heavy 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
BARBARA BEYER	DEMARKEST, NJ
BRIDGET TAPKAS	KINNELON, NJ
MICHAEL BEYER	CLOSTER, NJ
EMIL BEYER	TEANECK, NJ

Part 3 - Signature and Attestation:

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

Name of Business Entity: BEYER FUND
 Signed: [Signature] Title: Bus. Dir. Man
 Print Name: Paul Vaccarella Date: 4/25/12

Subscribed and sworn before me this 25 day of April, 2012.
 My Commission expires: 1-17-12

[Signature]
 (Affiant)
Paul Vaccarella - R.O.M
 (Print name & title of affiant) (Corporate Seal)

NATHANIEL SEELY
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES JANUARY 17, 2017

Rodney Hadley, Director
Dept. of Public Works

CITY OF JERSEY CITY
Dept of Public Works
Div. of Automotive Maintenance
575 Route 440
Jersey City, New Jersey 07303

Hector Ortiz Dir Automotive
Dept. of Public Works

**2012 Ford Escape 4x4 w/ listed Options
or approved equal
Under State Contract #A78760**

INFORMATION TO BIDDERS

Each bidder represents that their proposal is based upon the specifications described in the bidding documents.

Where items are prescribed by a trade name or manufacturer's model or catalog number, the named product shall be construed to read "or equivalent". If a bidder substitutes any item other than that named in these specifications, such item shall be the responsibility of the vendor. All information necessary to prove equivalency of the substituted item must be included with the proposal submitted at the bid reception. Failure to include this information will result in an automatic disqualification of the bid at the time of the bid reception. Proposed substitutions shall satisfy all design conditions including performance and physical properties which will be reviewed prior to approving the substitute.

If after review of all submitted materials, the substitution is deemed "not an equivalent" the bid will be rejected.

TECHNICAL SPECIFICATION**Mechanical**

1. V6 Engine 3.0 liter FFV
2. 4 Door XLT
3. 4-Wheel Drive
4. 130-AMP Alternator min
5. Over drive lock button
6. Towing capacity 1,500 lb
7. Heavy Duty Suspension
8. Front & Rear Stabilizer Bar
9. 235/70R/16 Tires
10. Full Size Spare
11. Aluminum Standard Wheels
12. Power Rack and Pinion Steering
13. Power 4-Wheel Disc Brakes
14. 4-Wheel Anti-Lock Brakes
15. 17.6 Gallon Capacity Fuel Tank min

Exterior

1. Power Mirrors
2. Light Tinted Windshield and Front Door Glass
3. Deep Tinted Sunscreen Glass (on all windows rearward of "B" pillar)
4. Variable Intermittent Front and Rear Wipers
5. Standard floor mats

Interior

1. Cloth High Back Front Bucket Seats
2. 2nd Row Folding Split Bench Seat
3. Tilt Steering
4. Black Instrument Panel Bezel
5. Power Windows with 1 Touch Up/Down for front window
6. Power Door Locks
7. Remote Keyless Entry
8. Air Conditioning
9. Rear Window Defroster
10. Front and Rear 12-Volt Power Outlet
11. Driver / Passenger Assist Handles

Safety

1. Driver and Passenger Multistage Front / Side Airbags
2. Supplemental Side Curtain airbags for all seating
3. Electronic Stability Program
4. Dual Note Horn

Color

1. Exterior - To be determine

III. BID INFORMATION & PRICE SHEET

Manufacturers standardized maintenance / repair manuals supplied YES _____ NO _____

Make, model & year of vehicle(s) bid: _____

Best delivery date of vehicle(s) to City: _____

Notes to Bidder

1. The Extended Cost for each item shall be the Unit Cost multiplied by the Quantity for that item.

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications the items listed herein: **2012 FORD ESCAPE XLT 4X4** or approved equal.

Prices to be quoted as total amount all-units

Item	Quantity	Description	Unit Cost	Total
1.			\$	\$

Total bid amount in words.

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

COMPANY NAME	NAME
ADDRESS	ADDRESS
DATE	

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

City Clerk File No. Res. 12-359

Agenda No. 10.0

Approved: MAY 09 2012

TITLE:



RESOLUTION AWARDING A CONTRACT TO DENNIS MCSWEENEY TO PROVIDE K-9 TRAINING RE-EVALUATION SERVICES FOR THE DEPARTMENT OF POLICE, K-9 UNIT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) is in need of K-9 dog training and re-evaluations for the Police Department, K-9 Unit; and

WHEREAS, the purpose for the K-9 training is for public safety/patrol in detecting bomb and narcotics, for a total cost of \$19,200.00; and

WHEREAS, Dennis McSweeney, 272 Seminole Avenue, Absecon, New Jersey 08201 is certified to provide these services for a total contract amount not to exceed \$19,200.00; and

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

WHEREAS, the contract shall be for CY 2012 period, January 1, 2012 through December 31, 2012; and

WHEREAS, Dennis McSweeney 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 \$19,200.00 are available in Police Department's Public Safety, Professional Services/Specialized Services Operating Account, 01-201-25-240-312; and

Account	PO #	Total Contract	Temp Encumbrance
01-201-25-240-312	106417	\$19,200.00	\$9,000.00

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

WHEREAS, if funds are not available for the contract in the 2012 temporary and permanent budget, the contract will be null and void; and

WHEREAS, the resolution authorizing the award of this contract itself must be available for public inspection.

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

1. The Mayor or Business Administrator is authorized to execute a contract, in substantially the form of the attached, with Dennis McSweeney for providing K-9 dog training for a total contract amount not to exceed \$19,200.00.
2. This contract is awarded without competitive bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

(Continued on page 2)

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

City Clerk File No. Res. 12-359

Agenda No. 10.0

Approved: MAY 09 2012



TITLE:

RESOLUTION AWARDING A CONTRACT TO DENNIS MCSWEENEY TO PROVIDE K-9 DOG TRAINING RE-EVALUATIONS FOR THE DEPARTMENT OF POLICE, K-9 UNIT

3. 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 the resolution;
4. The award of this contract shall be subject to the condition that Dennis McSweeney 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
5. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$19,200.00 are available in Police Department's Public Safety, Professional Consultant/Specialized Services Operating Fund Account, 01-201-25-240-312 for payment of this resolution.

Account Number	PO #	Total Contract	Temp Encumbrance
01-201-25-240-312	106417	\$19,200.00	\$9,000.00

Donna Mauer
Donna Mauer, Chief Financial Officer

PF/pv
5/1/12

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 5/9/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			MASSEY	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk



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

PURCHASE ORDER NUMBER
106417

THIS NUMBER MUST APPEAR ON ALL INVOICES
AND CORRESPONDENCE, SHIPPING PAPERS AND
ALL OTHER DOCUMENTS RELATING TO THIS ORDER.

PURCHASE ORDER & VOUCHER

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

REQUISITION # 0157092
BUYER P2PRESO

DATE 04/27/2012 **VENDOR NO.** DE342880

VENDOR INFORMATION

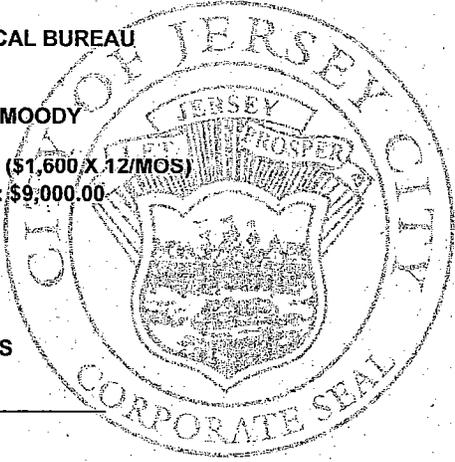
DENNIS MCSWEENY K-9 TR. CONSULT
272 SEMINOLE AVENUE

ABSECON NJ 08201

DELIVER TO

POLICE DEPARTMENT
8 ERIE STREET
JERSEY CITY NJ 07302

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	JCPD K9 DOG TRAINING K9 TEAM IN-SERVICE TRAINING & REEVALUATIONS CY 2012 PERIOD: 1/1/12 - 12/31/12 FOR: JCPD/K-9 UNIT C/O JERSEY CITY POLICE FISCAL BUREAU 8 ERIE STREET 1ST FLOOR PHONE# 201-547-5169 CONTACT PERSON: TAWANA MOODY TOTAL CONTRACT: \$19,200.00 (\$1,600 X 12/MOS) TEMPORARY ENCUMBRANCE: \$9,000.00 PARTIAL PAYMENT VOUCHERS RESO _____ D/D _____	01-201-25-240-312	9,000.0000	9,000.00



TAX EXEMPTION NO. 22-6002013 **PO Total** 9,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X _____
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 5/1/12

APPROVED BY ACCOUNTS & CONTROL _____ DATE _____

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

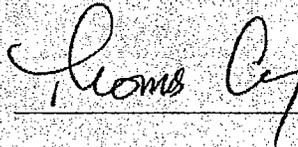
CERTIFICATION OF THOMAS COMEY

I, Thomas Comey, of full age, hereby certify the following:

1. I am the Chief and Acting Director of the Jersey City Police Department.
2. Resolution authorizing a contract to Dennis McSweeney for the annual K-9 dog training & re-evaluations of the JCPD K-9 Unit.
3. The total funds requested for this purpose is \$19,200.00 with a temporary encumbrance of \$9,000.00
4. The funds are available in JCPD Public Safety/Professional Consultant & Specialized Services Operating Account No. 01-201-25-240-312.
5. 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.

04/30/2012

Date



Thomas Comey, Chief/Acting Director
JC Police Department

P.O. NO.		VENDOR NAME		DENNIS MCSWEENEY			ROSA'S K-9 TRAINING		
REQ. NO.	157092	K-9 TRAINER/CONSULT		UNIT	COST	AMT	EXT	AMT	EXT
DIV/DEPT	JCPD/K-9 UNIT	QTY	DESCRIPTION	UNIT	COST	AMT	EXT	AMT	EXT
1	TRAINING: INCLUDES BOMB	12		EA	\$ 1,600.00	\$ 19,200.00			
2	& NARCOTICS DETECTION				\$ -	\$ -			
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
				SUB-TOTAL		\$ 19,200.00		\$ -	
				SHIPPING/HANDLING		\$ -		\$ -	
				TOTAL		\$ 19,200.00		\$ -	

ROSA'S K-9 TRAINING DOES NOT OFFER BOMB & NARCOTICS DETECTION TRAINING.
 ONLY TRACKING, OBEDIENCE AND PROTECTION.

Dennis J. Mc Sweeny
272 Seminole Avenue
Absecon, New Jersey 08201
(609) 641-1423

DATE: Commencing January 1, 2012 Ending December 31, 2012

Jersey City Fiscal Office
Attention: Pat Vega
8 Erie St.
Jersey City, NJ 07302

Re: Monthly K9 Team In-Service Training and Reevaluations of JCPD K9 Teams.

I propose to perform monthly in-service training and evaluations for the Jersey City Police Department's K9 teams.

Currently there are _____ teams, _____ of which are dual purpose. Each dog and handler will be evaluated and trained once per month in two phases each: patrol and specialty:

<u>Day 1; Session 1 – Patrol Dogs:</u> ___ Patrol dogs and handlers	<u>Day 2; Session 1 – Patrol Dogs:</u> ___ Patrol dogs and handlers
<u>Day 1; Session 2 – Specialty Dogs:</u> ___ Explosive Detector dogs and handlers ___ Narcotic Detector dogs and handlers	<u>Day 2; Session 2 – Specialty Dogs:</u> ___ Explosive Detector dogs and handlers ___ Narcotic Detector dogs and handlers

The purpose of each session of training will be to ensure all JCPD K9 Teams maintain the New Jersey Attorney General's Standards. Additionally, I will be available via telephone to the handlers for questions and answers during each month. Any specific problems brought to my attention by a handler will be corrected at the in-service training session.

Each training session will be documented by the individual handlers, and I will sign off on each report. Evaluations and training will be in accordance with the New Jersey Attorney General's Standards for: "k-9 Training Standards and Qualification Requirements for New Jersey Law Enforcement issued: December 1992, Revised July 1995, Revised July 2002," as detailed below.

The cost for each session is \$400.00 (\$800.00 per day; \$1,600.00 per month)

Respectfully,
Dennis Mc Sweeny

Dennis J. McSweeny

Attachments: Excerpts from *k-9 Training Standards and Qualification Requirements for New Jersey Law Enforcement issued: December 1992, Revised July 1995, Revised July 2002*
Curriculum Vitae

- Home
- About Us
- Schutzhund Training
- Training Programs
- Dog Sales
- Testimonials
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- Testimonials Page 3
- Testimonials Page 4
- Testimonials Page 5
- Testimonials Page 6
- Contact Us

ROSA'S K-9 TRAINING

Home Page

ESTABLISHED IN 1991, ROSA'S K-9 TRAINING SPECIALIZES IN:

- OBEDIENCE & BEHAVIOR PROBLEMS ...
- PROTECTION TRAINING
- SCHUTZHUND TRAINING
- PUPPY IMPRINTING
- AGGRESSION PROBLEMS
- STUDENT COURSES
- SEMINARS
- BOARDING & DOG SALES

We train any breed of dog from Maltese to Mastiff. No dog is too old to be trained. We can help you to solve any problems you are experiencing with your dog.

In addition to our dog-training programs we offer hands-on student courses for those seeking to become dog trainers.

I am an experienced and accomplished dog trainer. I will put my expertise and highly effective training methods to work for you. A well-trained dog is a more pleasurable companion to own.

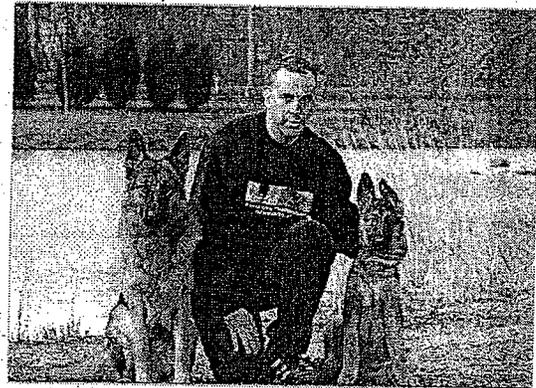
Have your dog trained today and start enjoying a more peaceful living environment. Whatever type training you choose, we will train your precious pet to his or her full potential.

We guarantee all of our training. Our training includes free follow-up training for the life of the dog. Customer satisfaction is our number one priority.

For More Information Contact Us Today
 Wilson Rosa--National Champion Dog Trainer
 Phone: (201) 240-5241
 (201) 216-0863



Wilson and Azzaro heeling at the 2006 National Championships in West Virginia



wilson@rosask9training.com

K-9 TRAINING
K-9 Training Standards and Qualification Requirements for New Jersey Law Enforcement
 Issued December 1992
 Revised July 1995
 Revised July 2002

Basic Training for K-9 Patrol Teams in New Jersey Law Enforcement
(Performance Objectives)

Goal: The police officer handler and police dog will demonstrate proper operational skill in law enforcement related work and techniques.

Description: Police K-9 training encompasses police dog obedience, agility, scent work, criminal apprehension and handler protection, and socialization. Police handler training encompasses report writing, record keeping, issues dealing with policy and procedure, legal issues, field procedures and proper care and handling of the police dog.

1. POLICE OFFICER HANDLER TRAINING

1.1 THE ROLE AND USE OF THE POLICE PATROL DOG

Goal: The police officer handler will be knowledgeable about the use of the police patrol dog in law enforcement in the present and the past.

1.1.1 The police officer handler will demonstrate familiarity with the historical use of canines in law enforcement.

1.1.2 The police officer handler will demonstrate knowledge concerning the current uses of police patrol dogs and dogs in law enforcement in general.

1.2 TECHNIQUES AND FIELD PROCEDURES

Goal: The police officer handler will be familiar with the commands, skills and procedures used for K-9 training and operations.

1.2.1 The police officer handler will identify the basic obedience commands and skills and their proper use.

1.2.2 The police officer handler will demonstrate familiarity with the major phases of obedience training (heel work, distance control and walking control) and the significance of these phases of training. K-9 Training Standards and Qualification Requirements

1.2.3 The police officer handler will identify procedures and commands used in police dog socialization.

1.2.4 The police officer handler will identify the five types of scent work (article searches; searches involving boxes, tents or other similar objects; field/open area, wooded area, or marsh/swamp searches; building searches; and searches involving tracking).

1.2.5 The police officer handler will demonstrate familiarity with the procedures and commands to be used for various types of scent work and searches utilizing a police patrol dog.

1.2.6 The police officer handler will demonstrate familiarity with the procedures and commands used during agility exercises.

1.2.7 The police officer handler will demonstrate knowledge of the major phases of criminal apprehension training, including false start, recall, straight apprehension and pat down through both standing and moving crowd, both with and without simulated assault to the handler.

1.2.8 The police officer handler will demonstrate knowledge of the procedures and commands to be used before and during criminal apprehensions utilizing a police dog.

1.2.9 The police officer handler will demonstrate knowledge of the major phases of handler protection training.

Dennis J. McSweeney

JCPD In-Service and Consultation Proposal

Page 3 of 8

1.2.10 The police officer handler will demonstrate knowledge of the procedures and commands used during handler protection with a police patrol dog.

1.2.11 The police officer handler will identify acceptable indication signs or signals given by the police patrol dog.

1.3 POLICY, PROCEDURES AND LEGAL ISSUES

Goal: The police officer handler will be familiar with legal issues and concerns involving the use of a police dog, in particular, the use of a police patrol dog as a force option as well as issues dealing with policy and procedure and the need for clear policy regarding the use of a police patrol dog.

1.3.1 The police officer handler will list sanctions a law enforcement officer may face as a result of the improper use of a police dog, including departmental liability, criminal liability, and civil liability. 1.3.2 The police officer handler will demonstrate knowledge of when it is proper to use a police dog, including identifying the conditions that must be met before using a police dog to conduct searches and criminal apprehensions.

1.3.3 The police officer handler will demonstrate knowledge of the proper use of the police patrol dog as a force option.

1.3.4 The police officer handler will identify the significance and purpose of K-9 policy and procedure.

1.3.5 The police officer handler will identify the general types of information to be included in a departmental K-9 policy, including:

- the circumstances or conditions under which K-9 teams may and may not be utilized;
- the deployment and use of K-9 teams and services;
- the role and responsibilities of the police officer handler, supervisory personnel and other officers;
- reporting requirements and record keeping;
- the training, qualification and re-evaluation of K-9 teams; and
- the care, handling and maintenance of police dogs.

1.3.6 The police officer handler will demonstrate familiarity with agency policy and procedures pertaining to the use of police dogs.

1.4 REPORT WRITING

Goal: The police officer handler trainee will have the knowledge to properly complete a police report for any given situation requiring the use of a police dog.

1.4.1 The police officer handler will list the qualities of a good police report for situations which required the use of a police dog.

K-9 Training Standards and Qualification Requirements

1.4.2 The police officer handler will list the types of information to be included in an incident report, offense report or use of force report dealing with the use of a police dog.

1.4.3 The police officer handler will be familiar with individual agency requirements for reports and records pertaining to operations or activities involving police dogs.

1.5 RECORD KEEPING

Goal: The police officer handler will be familiar with all record keeping requirements and informational needs concerning K-9 operations.

1.5.1 The police officer handler will identify the types of records that must be kept regarding the use of police dogs, including training records, incident reports and health reports.

1.5.2 The police officer handler will identify the information items to be included in records or reports which pertain to K-9 operations or activities.

1.6 THE CARE AND HANDLING OF THE POLICE DOG

Goal: The police officer handler will have the knowledge necessary to properly care and handle the police patrol dog under routine conditions and emergency care situations.

1.6.1 The police officer handler will demonstrate knowledge of the methods and procedures for selecting, evaluating and preparing police patrol dogs for training.

Dennis J. McSweeney

JCPD In-Service and Consultation Proposal

Page 4 of 8

1.6.2 The police officer handler will demonstrate familiarity with K-9 equipment and the proper use of that equipment.

1.6.3 The police officer handler will list the requirements of proper routine care of a police dog, to include daily health check inspections, routine health care and veterinarian visits, feeding, grooming, and housing.

1.6.4 The police officer handler will identify the proper techniques, procedures and equipment to be used in emergency care situations, including heat stroke, bloating, trauma, poisoning.

2. POLICE OFFICER HANDLER - POLICE PATROL DOG TEAM TRAINING

2.1 OBEDIENCE

Goal: The police patrol dog, on command from the police officer handler, will demonstrate the ability to obey basic and advanced obedience commands.

2.1.1 The police patrol dog, on command from the police officer handler (using verbal commands or hand signals) will demonstrate the ability to respond to basic commands: "sit", "down", "stand", "stay", "heel" and "come".

2.1.2 The police patrol dog, on command from the police officer handler, will demonstrate the ability to walk in a heel position, both on lead and off lead, at a slow, fast and normal pace while completing left, right and about turns (heel work).

2.1.3 The police patrol dog, on command from the police officer handler, will demonstrate the ability to respond to distance control commands, including the following voice commands and hand signals: sit, down, stand, stay and come.

2.1.4 The police patrol dog, on command from the police officer handler, will demonstrate the ability to respond to a heel or come command, either a voice command or hand signal, stopping the dog with a sit, down or stand command.

2.1.5 The police patrol dog, on command from the police officer handler, will demonstrate the ability to take and hold a position until the handler returns and orders the dog to heel.

2.1.6 The police patrol dog, on command from the police officer handler, will demonstrate the ability to maintain a position as the handler moves away, returns to and passes by the dog (walking control).

2.1.7 The police Patrol dog will demonstrate the ability, on and off lead, to move through groups of people in a non-aggressive manner, displaying a tolerance for people (socialization).

2.1.8 The police patrol dog will demonstrate the ability, on and off lead, to remain in a stay position (stand, sit, or down) while people pass by (socialization).

2.1.9 The police patrol dog will demonstrate the ability to properly respond to obedience commands, from the police officer handler, while under gunfire.

2.2 AGILITY

Goal: The police patrol dog will demonstrate agility.

2.2.1 The police patrol dog, on command from the police officer handler, will demonstrate the ability to surmount or overcome a variety of different obstacles which are likely to be confronted in the performance of duty.

2.3 SCENT WORK

Goal: The police patrol dog and police officer handler team will demonstrate the ability to conduct proper searches to locate a "suspect," "subject," or "evidence" within buildings, interior structures and extended, exterior areas of various terrains.

2.3.1 The police patrol dog, on command from the police officer handler, will demonstrate, both on lead and off lead at the discretion of the handler, the ability to properly search, find, and indicate or retrieve a variety of articles with a human scent (such as clothing, a gun, a wallet, or a screwdriver) within a specified area, including buildings and interior structures and extended, exterior areas of various terrains.

2.3.2 The police patrol dog, on command from the police officer handler, will demonstrate the ability, both on lead and off lead at the discretion of the handler, to properly search, find and indicate a "suspect" or "subject" within a specified area.

Such searches shall include, but are not necessarily limited to:

- a. Building or dwelling search.
- b. Box search, tent search or a search involving other similar objects.

Dennis J. McSweeney

JCPD In-Service and Consultation Proposal

Page 5 of 8

c. Field, marsh or wooded area search.

2.3.3 The police officer handler will demonstrate the ability to recognize the alert signs given by the police patrol dog.

2.3.4 The police patrol dog, on command from the police officer handler, will demonstrate the ability to track (follow) a human scent.

2.3.5 The police officer handler will demonstrate the ability to control the police patrol dog during searches.

2.4 CRIMINAL APPREHENSION

Goal: The police patrol dog will demonstrate the ability to apprehend a "suspect" and return to the handler on command.

2.4.1 The police patrol dog, on command from the police officer handler, will demonstrate the ability to physically apprehend (bite and hold) the "suspect" until the "suspect" is taken into custody (and a release command is issued) under the following circumstances:

a. No crowd.

b. Through a standing crowd.

c. Through a moving crowd.

2.4.2 The police patrol dog, on command from the police officer handler or after a gunshot is fired, will demonstrate the ability to physically apprehend the "suspect" until the "suspect" is taken into custody (and a release command is issued).

2.4.3 The police patrol dog, after physically apprehending the "suspect," will demonstrate the ability to release the "suspect" on command from the police officer handler.

2.4.4 The police patrol dog will demonstrate the ability to terminate pursuit prior to physical apprehension when verbally recalled by the officer handler from a reasonable distance (minimum of 10 yards) under the following circumstances:

a. No crowd.

b. Through a standing crowd.

c. Through a moving crowd.

2.4.5 The police patrol dog will demonstrate tolerance to gunfire while performing criminal apprehension exercises.

2.4.6 The police patrol dog, on command from the police officer handler, will demonstrate the ability to remain in a finish position when a "suspect" begins to flee (false start).

2.5 HANDLER PROTECTION

Goal: The police patrol dog will demonstrate the ability to protect the handler when necessary.

2.5.1 The police patrol dog, on command from the police officer handler, will demonstrate the ability to remain in a guard position while the police officer handler searches or questions a "suspect."

2.5.2 When the safety of the police officer handler is threatened, the police patrol dog (without command) will demonstrate the ability to physically apprehend a "suspect" until the "suspect" is taken into custody (and a release command is issued).

2.5.3 When the "suspect" attempts to escape, the police patrol dog (without command) will demonstrate the ability to physically apprehend the "suspect" until the "suspect" is taken into custody (and a release command is issued).

2.5.4 The police patrol dog will demonstrate the ability to terminate pursuit of a "suspect" attempting to escape prior to physically apprehending the "suspect" when verbally recalled by the officer handler.

Basic Training for K-9 Specialty Teams in New Jersey Law Enforcement (Performance Objectives)

Goal: The police officer handler and police specialty dog will demonstrate proper operational skill in law enforcement related work and techniques in the specialty field assigned.

Description: Police K-9 specialty dog training encompasses police dog obedience, agility, socialization and scent work in a particular specialty field. Specialty fields include narcotics detection, explosive detection, arson accelerant investigation, tracking and cadaver detection. Police handler training encompasses report writing, record keeping, issues dealing with policy and procedure, legal issues, field procedures, and proper care and handling of the police specialty dog.

1. POLICE OFFICER HANDLER TRAINING

1.1 THE ROLE AND USE OF THE SPECIALTY POLICE DOG

Goal: The police officer handler will be knowledgeable about the use of the specialty police dog in law enforcement, in particular, that area in which the dog will be utilized (narcotics detection, arson accelerant detection, explosive detection, tracking, or cadaver detection).

1.1.1 The police officer handler will demonstrate familiarity with the historical use of canines, in particular, in that area of law enforcement in which the specialty team will be utilized.

- a. Narcotics detection.
- b. Arson accelerant detection.
- c. Explosive detection.
- d. Tracking.
- e. Cadaver detection.

1.1.2 The police officer handler will demonstrate familiarity with the current use of canines, in particular, in that area of law enforcement in which a police specialty dog team will be utilized.

- a. Narcotics detection.
- b. Arson accelerant detection.
- c. Explosive detection.
- d. Tracking.
- e. Cadaver detection.
- f. Human tracking.

1.2 TECHNIQUES AND FIELD PROCEDURES

Goal: The police officer handler will demonstrate knowledge of the commands, skills and procedures necessary to effectively utilize a police specialty dog in law enforcement.

1.2.1 The police officer handler will identify the basic obedience commands and skills used with specialty detection tracking dogs and the proper use of these commands.

1.2.2 The police officer handler will identify procedures and commands used in police specialty dog socialization.

1.2.3 The police officer handler will identify relevant phases of specialized scent work, detection work, and tracking.

1.2.4 The police officer handler will demonstrate familiarity with the procedures and commands to be used for scent work, tracking or searches utilizing a police specialty dog.

1.2.5 The police officer handler will identify acceptable indication signs or signals given by the police specialty dog.

1.2.6 The police officer handler will demonstrate familiarity with the procedures and commands used during agility exercises for police specialty dogs.

Dennis J. McSweeney

JCPD In-Service and Consultation Proposal

Page 7 of 8

1.3 POLICY, PROCEDURES, AND LEGAL ISSUES

Goal: The police officer handler will be familiar with legal issues and concerns involving the use of a police specialty dog in law enforcement, issues dealing with policy and procedure, and the need for clear policy regarding the use of a police specialty dog.

1.3.1 The police officer handler will list sanctions a law enforcement officer may face as a result of improper use of a police specialty dog, including departmental liability, criminal liability, and civil liability.

1.3.2 The police officer handler will demonstrate knowledge of when it is proper to use a police specialty dog and identify the conditions that must be met before using a police specialty dog for scent work, detection work or tracking.

1.3.3 The police officer handler will identify the types of issues to be addressed by a departmental K-9 policy dealing with police specialty dogs, including when and how to utilize a police specialty dog, the role and responsibilities of the police officer handler, supervisory personnel and other officers, required report and record keeping procedures, and required training and qualification procedures and standards.

1.3.4 The police officer handler will demonstrate familiarity with agency policy and procedures pertaining to the use of police specialty dogs.

1.4 REPORT WRITING

Goal: The police officer handler trainee will have the knowledge to properly complete a police report for any given situation requiring the use of a police specialty dog.

1.4.1 The police officer handler will list the qualities of a good police report for situations which required the use of a police specialty dog.

1.4.2 The police officer handler will list the types of information to be included in an incident report dealing with the use of a police specialty dog.

1.4.3 The police officer handler will be familiar with individual agency requirements for reports and records pertaining to operations and activities involving police specialty dogs.

1.5 RECORD KEEPING

Goal: The police officer handler will be familiar with all record keeping requirements and informational needs concerning police specialty dog operations and activities.

1.5.1 The police officer handler will identify the types of records that must be kept regarding the use of police specialty dogs, including training records, incident reports and health reports.

1.5.2 The police officer handler will identify the information items to be included in records which pertain to operations and activities involving police specialty dogs.

1.6 THE CARE AND HANDLING OF THE POLICE SPECIALTY DOG

GOAL: The police officer handler will have the knowledge necessary to properly care and handle the police specialty dog under routine conditions and emergency care situations.

1.6.1 The police officer handler will demonstrate knowledge of the methods and procedures for selecting, evaluating and preparing police specialty dogs for training.

1.6.2 The police officer handler will demonstrate familiarity with K-9 equipment used with police specialty dogs and the proper use of that equipment.

1.6.3 The police officer handler will list the requirements of proper routine care of a police specialty dog, to include daily health check inspections, routine health care and veterinarian visits, feeding, grooming, and housing.

1.6.4 The police officer handler will identify the proper techniques, procedures and equipment to be used in police specialty dog emergency care situations, to include heat stroke, bloating, trauma, poisoning.

Dennis J. McSweeney

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2. POLICE OFFICER HANDLER - POLICE SPECIALTY DOG TEAM TRAINING

2.1 OBEDIENCE

Goal: The police specialty dog, on command from the police officer handler, will demonstrate the ability to obey basic obedience commands.

2.1.1 The police specialty dog, on command from the police officer handler, will demonstrate the ability to respond appropriately to basic commands: "come", "sit".

2.1.2 The police specialty dog will demonstrate the ability, on and off lead, to move through groups of people in a non-aggressive manner, displaying a tolerance for people (socialization).

2.2 AGILITY

Goal: The police specialty dog will demonstrate agility.

2.2.1 The police specialty dog, on command from the police officer handler, will demonstrate the ability to surmount or overcome different obstacles which are likely to be confronted in the performance of duty.

2.3 SCENT WORK

Goal: The police officer handler and police specialty dog team will demonstrate the ability to conduct proper searches to locate substances within the area of the dog's specialty, including narcotics detection, arson accelerant detection, or explosive detection, tracking or cadaver detection.

2.3.1 The police specialty dog, on command from the police officer handler, will demonstrate, both on and off lead, the ability to properly search, find, and indicate substances associated with a particular specialty as follows:

a. Narcotics detection dogs will demonstrate the ability to search, find, and indicate marijuana, cocaine, heroin, crack cocaine, hashish, methamphetamine or other controlled dangerous substances deemed appropriate.

b. Arson accelerant detection dogs will demonstrate the ability to search, find, and indicate petroleum based products, alcohol based products, naturals (turpentine), and acetone.

c. Explosive detection dogs will demonstrate the ability to search, find, and indicate, in a non-aggressive manner, nitrates contained in explosives.

d. Tracking dogs will demonstrate the ability to track and find or indicate a human scent.

e. Cadaver dogs will demonstrate the ability to search, find and indicate the remains of a human body.

f. Human tracking bloodhounds will demonstrate the ability to track and find or indicate a specific human scent.

2.3.2 The police officer handler will demonstrate the ability to recognize the alert signs given by the police specialty dog.

2.3.3 The police officer handler will demonstrate the ability to properly control the police specialty dog during searches.

Facsimile Cover Sheet

To: Pat Vega

Fax #: 201-547-6585

Date: 2-29-12

Number of Pages (Including Cover): 9

From: Dennis J. McSweeney

Phone #: 609-641-1423

Reply Fax #: _____

Urgent Confidential Confirm Receipt

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. in accordance with P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award set forth 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 Ebrahim H. Ahmad	The Election Fund of Steven Pulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward 8
Friends of Michael Sotolano	Ready for Mayor 2013
EFO David P. Dammelly J.C. Council 2010	
Friends of Nidia R. Lopez	

No contributions - D. M.Y.

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 as 1/c the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Dennis M. Sweeney Training Consultant
 Signed: Dennis M. Sweeney Title: Contract Trainer
 Print Name: DENNIS M. SWEENEY Date: 8-1-2011

Subscribed and sworn before me this <u> 2 </u> day of <u> August </u> , 20 <u> 11 </u>	_____ (Affiant)
My Commission expires: _____	_____ (Print name & title of affiant) (Corporate Seal)

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Dennis M. Sweeney K-9 Trainer (name of business entity) has not made any reportable contributions in the **one-year period preceding No contributions (date City Council Never) 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 Jan 1, 2011 To Dec 30, 2011 (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128. Dennis M. Sweeney Canine Training Consultant

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: Dennis M. Sweeney Canine Training Consultant

Signed Dennis M. Sweeney Title: K-9 Trainer

Print Name: DENNIS MCSWEENEY Date: 8-13-2011

Subscribed and sworn before me
this day of , 2

My Commission expires:

(Affiant)

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

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

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

Part I - Vendor Affirmation

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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. Duncely J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

No Contributions - D. Mc

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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.

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- 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 or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Dennis M. Sweeney/Lanene Training Consultant
Signed: Dennis M. Sweeney Title: Coming Trainer
Print Name: DENNIS M. SWEENEY Date: 8-1-2011

Subscribed and sworn before me this ____ day of _____, 20__	_____ (Affiant)
My Commission expires:	_____ (Print name & title of affiant) (Corporate Seal)

Dennis J. Mc Sweeny
272 Seminole Avenue
Absecon, New Jersey 08201
(609) 641-1423

Curriculum Vitae

March 1, 2009

EMPLOYMENT:

Canine Trainer - Atlantic City Police Department 1975 to 1994

Responsibilities included:

- Basic canine training of 25 to 30 K-9 officers and dogs in the Atlantic City Police Department, as well as many officers from surrounding Police Departments from throughout the Tri-State area.
- Supervision of the Officers & Dogs in the K-9 Unit, as well as the investigation of all apprehensions and utilization involving K-9 deployment.
- Institution of all in-service training programs for refresher training of Police Canine handlers and dogs relating to Narcotic detection, as well as initial training.
- Institution of in-service training programs for refresher training of Police Canine handlers and dogs relating to explosive detection, as well as the initial training.
- Institution of in-service training programs for refresher training of police canine handlers and dogs relating to Arson Accelerant detection, as well as the initial training.
- Institution of in-service training programs for refresher training of police tracking dogs. Training and evaluation of future canine Trainers.
- Overseeing of operation and maintenance of police canine kennels.
- Development of record keeping systems for canine training.
- Evaluation of newly acquired canine dogs for acceptability as police canine dogs.
- Development, evaluation, and implementation of new training ideas and techniques in relation to geographic problems in the area.
- Performance of canine demonstrations to local civic groups.
- Retired Atlantic City Police Department with 31 years service Jun-94
 - o POLICE SERGEANT – Atlantic City Police Department May 1978 to June 1994 Assigned to Patrol Division as street sergeant in supervising patrol officers in various areas of police work in all areas of Atlantic City.
 - o POLICE CANINE PATROLMAN - Atlantic City Police Department 1971 to 1978
 - o Assigned as Police Canine Patrolman and assigned to patrol duties to serve in such functions as street patrol, crowd control, and plain clothes surveillance activities.
 - o PHYSICAL CONDITIONING INSTRUCTOR, Atlantic County Police Academy 1969 TO 1989 Responsible for evaluation and physical conditioning of all new police recruits in basic recruit school.
 - o POLICE PATROLMAN, Atlantic City Police Department 1968 to 1971
 - o Assigned as Patrolman, and performed duties as a district car officer, walking beat officer, and plain clothes officer.

PROFESSIONAL DEVELOPMENT

Worked with US Air Force, Lakeland AFB, TX for K9 Explosive Detection training for New York and New Jersey Port Authority.	1996
U.S.P.C.A. Spring Trainer's Seminar, Baton Rouge, LA	1991
U.S.P.C.A. National Seminar, Mansfield, OH	1991
U.S.P.C.A. Spring Trainer's Seminar, Johnson City, TN	1990
U.S.P.C.A. National Seminar, Dunedin, FL	1990
U.S.P.C.A. Spring Trainer's Seminar, Mansfield, OH	1989
U.S.P.C.A. National Seminar, Denver, CO	1989
U.S.P.C.A. Spring Trainer's Seminar, Thornton, CO	1988
U.S.P.C.A. National Seminar, St. Cloud, MN	1988

U.S.P.C.A. Spring Trainer's Seminar, Mansfield, OH	1987
U.S.P.C.A. National Seminar, Baton Rouge, LA	1987
U.S.P.C.A. Explosive and Narcotic Seminar, Prince George County, MD	1986
U.S.P.C.A. Spring Training Seminar, Saratoga Springs, NY	1986
U.S.P.C.A. National Seminar, Lakeland, FL	1986
U.S.P.C.A. Spring Trainer's Seminar, Newark, OH	1985
U.S.P.C.A. Officer Survival Seminar, Raleigh, NJ	1985
U.S.P.C.A. National Seminar, Detroit, MI	1985
U.S.P.C.A. National Seminar, Allen County, OH	1984
U.S.P.C.A. National Seminar, Lakeland, FL	1983
U.S.P.C.A. National Seminar, Newark, OH	1982
F.B.I. Administrative Seminar, Atlantic City, NJ	1981
U.S.P.C.A. National Seminar, Anoka, MN	1981
Metropolitan Police, District of Columbia, Narcotic and Explosive Canine Training School	1981
New Jersey Police Training Commission; Methods of Instruction (M.O.I.) Training School	1976
F.B.I. Firearms Instructor's School	1976
U.S.P.C.A. National Seminar, St. Paul, MN	1979
U.S.P.C.A. National Seminar, Washington, D.C.	1978
U.S.P.C.A. National Seminar, Peabody, MA	1977
U.S.P.C.A. Regional Seminar, Bridgeton, NJ	1977
University of Delaware Basic Canine Unit Training Seminar, Newark, DE	1977
University of Delaware Explosive and Narcotic Training Seminar, Atlantic City, NJ	1976
U.S.P.C.A. Regional Seminar, Atlantic City, NJ	1976
U.S.P.C.A. Regional Seminar, Norristown, PA	1974
Police Community Relations Seminar, Atlantic City, NJ	1974
Canine Training Seminar, Andrews Air Force Base, Washington, D.C.	1973
U.S.P.C.A. National Seminar, Newburgh, NY (competitor)	1972
U.S.P.C.A. Regional Seminar, Philadelphia, PA	1972
Philadelphia Police Department Canine Trainer's Instructor's School	1971
New Jersey Police Training Commission Basic Police Training School	1968
Atlantic City High School, Atlantic City, New Jersey	1964

PROFESSIONAL APPOINTMENTS, CERTIFICATIONS, & LICENSURES

- Canine Services LLC (50% owner)
- Federal DEA Registration
- NJ State Professional CDS License
- Appointed for review and update committee for New Jersey State Attorney General's Canine Standards; within the State of New Jersey - 1999 - 2001
- New Jersey Licensed Private Detective - 1999
- Judge of Inaugural National Narcotic, Explosive, Arson and Tracking Certification; Shreveport, LA - 1992
- Appointed to New Jersey State Attorney General's Committee on Canine Standards; responsible for the implementation of minimum training standards and requirements for position of canine trainer within the State of New Jersey - 1992
- Appointed U.S.P.C.A. Region #15 Vice President 1991
- Certification by the Atlantic County Prosecutor's Office and the Atlantic County Association of Chiefs' of Police - 1989
- Certified Police Canine Trainer:
 - Appointed U.S.P.C.A. Certified National Trainer Level 3 (This Trainer Certification remains in effect) - 1989
 - Appointed U.S.P.C.A. Certified National Trainer Level 2 - 1988
 - Appointed U.S.P.C.A. Certified National Judge - 1986
 - U.S.P.C.A. Region #15 Vice President - 1981 to 1986

- Appointed U.S.P.C.A. Certified National Trainer - 1981
- U.S.P.C.A. Region #6 Vice President - 1980
- Appointed U.S.P.C.A. Regional Judge - 1977

COMMENDATIONS:

- Received numerous commendations from the Atlantic City Police Department
- Received numerous commendations from outside cities and Police Departments for canine related work.
- Numerous awards and certificates from various civic organizations.
- Atlantic City Council Resolution Award for work relating to the police canine field.
- Awarded Lifetime membership in U.S.P.C.A. in appreciation for the dedication and effort given to this national organization. - 1997

AWARDS AND ACHIEVEMENTS:

- Police Officer of the Year 1984
- Atlantic City Jaycees, William TenBrink Award - 1984
- U.S.P.C.A. Regional Seminar, Top Overall Canine - 1974
- U.S.P.C.A. National Seminar, Proficiency Award - 1973
- U.S.P.C.A. Regional Seminar, Top Overall Canine - 1973
- U.S.P.C.A. Regional Seminar, Top Overall Canine - 1972
- Rookie Police Officer of the Year - 1968

PROFESSIONAL AFFILIATIONS

- Member of the U.S.P.C.A. – Lifetime Membership
- Former member of the North America Work Dog Association
- Member of the South Jersey Investigators Association
- Member ASIS
- Member National Narcotic Detector Dog Association
- Volunteer Obedience Trainer for the Atlantic County S.P.C.A.
- Volunteer consultant for evaluation of different dogs' temperaments for ASPCA

POSITIONS AS INSTRUCTOR AND/OR EXPERT:

- Instruct monthly In-Service Training and refresher training in the areas of Obedience, Agility, Scent work, Criminal Apprehension, Narcotics Detection, Explosive Detection, Arson Detection, Cadaver Detection and man tracking for Holmdel Police Department, Jersey City Police Department, State of New Jersey Arson Unit and Greenville fire Department, New York - January 14, 2009
- U.S.P.C.A. Head Judge for Obedience and Criminal Apprehension for Region #15 PDI Trials – July 31, 2008
- U.S.P.C.A. Chief Judge for Region #15 Arson Dog Trials – November 25, 2008
- U.S.P.C.A. Chief Judge for Region #15 Scent Trial – November 6, 2008
- Guest Speaker for Camden County K-9 Academy Graduation - December 28, 2007
- Guest Speaker for Atlantic City K-9 Academy Graduation for Police dogs - December 7, 2007
- Guest Speaker for Holmdel Police Department and Jersey City Police Department K-9 Graduation - September 25, 2007
- U.S.P.C.A. Head Judge for Obedience and Criminal Apprehension for Region #15 Police Dog Trials – September 22 & 23, 2007
- U.S.P.C.A. Head Judge for Criminal Apprehension for Philadelphia Police Department Region #6 PDI – September 9, 2007
- U.S.P.C.A. Chief Judge for New Jersey State Police Dog Trials – November 20, 2007
- U.S.P.C.A. Chief Judge for Region #15 Scent Trials – December 8, 2007
- U.S.P.C.A. Chief Judge for Region #15 Scent Trial – January 19, 2008

- U.S.P.C.A. Head Judge for Obedience and Criminal Apprehension for Region #15 PDI Trials -- May 16-18, 2008
- U.S.P.C.A. Region #6 Philadelphia Police Dept. Patrol Dog 1 Certification Trials -- Chief Judge - June 3rd & 4th, 2006
- U.S.P.C.A. Region #15 Egg Harbor Township Police Department patrol dog field trials -- Head Judge -- Obedience and Criminal Apprehension sectors - June 3rd, 4th, and 5th, 2005
- U.S.P.C.A. Region #15 Salem Police Department -- Chief Judge -- scent trials for narcotics, explosives, arson, and human remains detection - March 11, 2006
- Consultant for Port Authority of New York and New Jersey Police Department -- instruct six new K-9 team trainers in proper methods for evaluating new dogs and proper documentation of training during the 10 to 12 week narcotics and explosives detection course being taught at the Port Authority's training academy -- February 14th through the 18th, 2005
- Consultant responsible for conducting monthly in-service evaluations and training for NJ State Fire Marshall's Office -- August 2004 to Present
- Consultant responsible for conducting monthly in-service evaluations and training for Holmdel, NJ Police Department K-9 teams trained for patrol, narcotic's detection, and explosives detection -- 2001 to Present
- Instructor of "K-9 Unit Supervision and Interdiction Course" for the Somerset County Police Academy -- November 29, 2004
- Trained 3 Arson Dog and Handler teams for the New Jersey State Fire Marshal's Office -- April 26, 2004 to July 2, 2004
- Consultant - Jersey City Police Department for K-9 training of Patrol Dogs and Narcotic Detection Dogs. -- 1994 to 2004
- Consultant (full time) New Jersey State Police K-9 Academy for Patrol Dog and Urban Search and Rescue -- Class #1. - October 10, 2001 to February 8, 2002
- Trained Patrol Dog team (Officer E. Martinez and K-9 Jerry Lee) for Holmdel, NJ Police Department -- April -- May 2001
- Trained Narcotic Detector Dog team (Detective Joel Frederico and K-9 Shane) for Hammonton, NJ Police Department -- January - April, 1999
- Instructor for criminal apprehension and tracking at USPCA Region 15 3 day seminar in Medford Lakes, NJ -- November 13-15, 2000
- Instructor for K-9 Unit Management Seminar offered by Montclair NJ State University -- December 14-15, 2000
- Consultant - Port Authority of NY/NJ -- K-9 training of Patrol Dogs, Explosive dogs, and Narcotic detection dogs. - 1993 to 1999
- U.S.P.C.A. Region #15 Millville Police Department -- scent trials for narcotics, explosives, arson, and human remains detection -- Chief Judge - June 22, 2005
- U.S.P.C.A. Region #15 Tinton Falls Police Department patrol dog field trials -- Head Judge Obedience and Criminal Apprehension sectors - June 3rd, 4th, and 5th, 2005
- U.S.P.C.A. Region #15 New Jersey Transit Police scent trials for narcotics and explosives detection -- Chief Judge March 19, 2005
- U.S.P.C.A. Region #15 Mount Laurel Twp. Police Dept. Patrol Dog Field Trials -- Judge 2000
- U.S.P.C.A. Region #15 New Jersey State Police, Fort Dix, Patrol Dog Field Trials -- Chief Judge - October 22, 2004
- U.S.P.C.A. Region #15 Gloucester Twp. Police Dept. Narcotic, Explosive, and Cadaver Certification Test -- Chief Judge - August 4, 2004
- U.S.P.C.A. Region #15 Tinton Falls Police Dept. Patrol Dog Field Trials -- Head Judge for Obedience and Criminal Apprehension sectors - April 17th and 18th, 2004
- U.S.P.C.A. Region #6 Philadelphia Police Dept. Narcotic and Explosive Certification Test
- Chief Judge - April 1, 2004
- U.S.P.C.A. Region #15 Tracking Test -- Chief Judge - Nov. 29, 1999
- U.S.P.C.A. Region #15 Narcotics and Explosive Test -- Chief Judge - 6-Dec-99
- U.S.P.C.A. Region #15 Narcotics and Explosive Test -- Chief Judge - 29-Nov-99

Note: Specific past search information, references, and agency names have been omitted for confidentiality purposes.

- U.S.P.C.A. Region #15 Narcotics and Explosive Test – Chief Judge - 14-Jun-99
- U.S.P.C.A. National Patrol Dog Field Trials, Atlantic City, NJ – Judge - 1999
- U.S.P.C.A. Region #15 Vorhees Twp., NJ Police Dept. Patrol Dog Field Trials – Judge - 1999
- U.S.P.C.A. Region #15 Narcotics and Explosive Test – Chief Judge - 1-Dec-98
- U.S.P.C.A. Region #15 Narcotics and Explosive Test – Chief Judge 23-Jun-98
- U.S.P.C.A. Region #6, Philadelphia Police Dept. Patrol Dog Field Trials – Judge - 1998
- U.S.P.C.A. Region #15 Phillipsburg, NJ Police Dept. Patrol Dog Field Trials – Judge - 1998
- U.S.P.C.A. Region #15 Narcotics and Explosive Test – Chief Judge - 3-Mar-98
- U.S.P.C.A. Region #6, Philadelphia Police Dept. Patrol Dog Field Trials – Chief Judge - 1997
- U.S.P.C.A. Region #15, Wall Twp., NJ Police Dept. Patrol Dog Field Trials – Judge - 1997
- U.S.P.C.A. Region #6, Philadelphia Police Dept. Patrol Dog Field Trials – Judge - Sep-97
- U.S.P.C.A. Region #15 Narcotics and Explosive Test – Chief Judge – Jun 30-97
- U.S.P.C.A. Region #6, Washington Twp. Patrol Dog Field Trials – Judge - May 3 & 4, 1997
- U.S.P.C.A. Region #15 Narcotics and Explosive Test – Chief Judge - Mar. 31, 1997
- U.S.P.C.A. Region #15 Narcotics and Explosive Test – Chief Judge - Dec. 17, 1996
- U.S.P.C.A. Region #15 Tracking Test – Chief Judge - Nov. 18, 1996
- U.S.P.C.A. Region #15 Narcotics and Explosive Test – Chief Judge - Oct. 28, 1996
- U.S.P.C.A. Region #15 Narcotics and Explosive Test - Judge - 1995
- U.S.P.C.A. National Police Dog Trials, Moore, OK - Judge - 1995
- INSTRUCTOR - University of Delaware, Criminal Justice Continuing Education Program; accredited college courses in canine management, and Narcotic Detection Training from - 1988 to 1994
- U.S.P.C.A. Region #17 Field Trials and Seminar, Newmarket, Ontario Canada – Chief Judge - 1995
- U.S.P.C.A. National Spring Training Seminar, Cook County, ILL - Instructor Explosive and Arson - 1995
- U.S.P.C.A. Spring Training Seminar, Biloxi, MS, National Training Instructor - 1994
- U.S.P.C.A. Spring Training Seminar, Canton, OH - 1993
- U.S.P.C.A. National Seminar, St. Louis, MO Judge - 1993
- U.S.P.C.A. National Detector Trials, Chief Judge, Punta Gorda, FL - 1993
- U.S.P.C.A. Spring Trainer's Seminar, Del Ray Beach, FL Instructor - 1992
- U.S.P.C.A. National Seminar, Washington, D.C., Chief Judge; National Dog Trials - 1992
- U.S.P.C.A. National Narcotic Test, Shreveport, LA (1st National Narcotic's Test in U.S.A.) Judge - 1992
- U.S.P.C.A. National Seminar, Newport, KY 1980

EXPERT WITNESS SERVICE:

- 1990 to present - provided expert information and reports to numerous different attorneys for TASA (Technical Advisory Service for Attorneys). This information has been in the K9 fields of FLSA, Garcia Decision, Arson, Narcotics, Explosives, Patrol Dog handling, Cadaver, Tracking, Building and Field Searches, and K9 Unit Management.
- February 23, 2006; Willingboro Municipal Court: testified as dog expert in dog bite case
- During tenure as head trainer for the Atlantic City Police Department, from 1971 to 1994, testified as an expert witness in the fields of Patrol Dogs, Narcotic Dogs, Explosive Dogs, Tracking Dogs, and Arson Dogs in numerous courts in Municipal and Superior Courts within Atlantic County.

Served as an expert witness in the following cases:

Case Name Year Court Testified to

NY State Police v. Lowe 1988 Municipal City of Passaic K-9 Expert

Dupuis v. Watertown, Et Al. 1994 US District Court

District of Massachusetts K-9 Home Care

Dewberry v. NY & NJ Port Authority, 1997 NY State Supreme Court, Brooklyn, NY

COMMUNITY AND VOLUNTEER SERVICE:

- Volunteer K-9 training consultant for New Jersey State Police, U.S.P.C.A. Regions 15 and 6, NY/ NJ Port Authority, and numerous different police agencies in New Jersey, Pennsylvania, and New York.
- Presentation to KEYS Program, Upper Twp. CEUT. Drug education; drug dog – August 1999 – p
- demonstration, and dog obedience demonstration – August 1998
- Presentation to KEYS Program, Upper Twp. CEUT. Drug education, drug dog demonstration, and dog obedience demonstration.
- Presented seminar to the entire student body of Mainland Regional High School, Linwood NJ. Seminar was for the purpose of teaching and demonstrating the students the abilities of the dogs in Obedience, Control, and Narcotic Detection.
- Gave many demonstrations of K-9 teams for the purpose of raising money for the funding of local S.P.C.A. and Humane Societies.
- Head trainer for obedience training classes offered by the local S.P.C.A, for the purpose of raising funds for proper treatment and food for the animals.

REFERENCES: Available upon request.

NEW JERSEY FACILITY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT BEO-J REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 139-344406

2. TYPE OF BUSINESS: 1. MFG 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 0

4. COMPANY NAME: Dennis J. McSweeney Canine Training Consultant

5. STREET: 272 Semenclo Ave CITY: Absecon COUNTY: Atlantic STATE: NJ ZIP CODE: 08201

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): None CITY: _____ STATE: _____ ZIP CODE: _____

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

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: _____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THIS CONTRACT: 0

10. PUBLIC AGENCY AWARDED CONTRACT: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

Official Use Only	DATE RECEIVED	ISSUE DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/sex-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

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

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

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

13. DATES OF PAYROLL PERIOD USED
 From: _____ To: _____

14. IS THIS THE FIRST Employee Information Report Submitted?
 1. YES 2. NO

15. IF NO, DATE LAST REPORT SUBMITTED
 MO: _____ DAY: _____ YEAR: _____

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): _____ SIGNATURE: _____ TITLE: _____ DATE: _____

17. ADDRESS NO. & STREET: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____ PHONE (AREA CODE, NO., EXTENSION): _____

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;
 PINK - PUBLIC AGENCY; GOLD - VENDOR

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 : Dennis J Mc Sweeney Canine Training Consultant
Address : 272 Seminalo Ave Obsecan N. J 08201
Telephone No. : 609-641-1423
Contact Name : Dennis J Mc Sweeney

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.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

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

COMPANY: Dennis J McSweeney Canine Training Consultant
SIGNATURE: Dennis J McSweeney DATE: 5-25-11
PRINT NAME: DEWIS J McSWEWY TITLE: Canine Trainer

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

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

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

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

Representative's Name/Title (Print): DERWIS J McSWEENEY CANINE TRAINING CONSULTANT
Representative's Signature: _____
Name of Company: _____

Tel. No.: _____ Date: 5-25-11
609-641-1423

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: DENNIS J. McSWEENEY CARELIFE TRAINING CONSULTANT
Representative's Signature: Dennis J. McSweeney
Name of Company: Dennis J. McSweeney Carelife Training Consultant
Tel. No.: 609-641-1423 Date: 5-25-10



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MCSWEENEY,DENNIS J
Trade Name:
Address: 272 SEMINOLE AVENUE
ABSECON, NJ 08201-1911
Certificate Number: 1102118
Effective Date: October 27, 2004
Date of Issuance: April 27, 2012

For Office Use Only:

20120427112942671

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

City Clerk File No. Res. 12-360

Agenda No. 10.P

Approved: MAY 09 2012

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFOCOP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's existing InfoCop server software application created by G.T.B.M, Inc. is a proprietary system that requires support and maintenance services; and

WHEREAS, this software also includes support for the following interfaces Blackberry Enterprise server, Anteon/ISI silent dispatch and field reporting, CCTV mobile video integration; and

WHEREAS, G.T.B.M, Inc has agreed to provide software maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2012 to Dec 31, 2012) for the sum of Eighty-one thousand One Hundred eighty-seven (\$81,187.50) Dollars; and fifty cent.

WHEREAS, funds in the amount of \$20,500.00 are currently available in the Temporary 2012 budget of Account No.12 -01-201-25-240-310; and source of funding is from operating account.

WHEREAS, the award of this contract shall be subject to the appropriation of sufficient funds in the 2012 current year permanent budget; and

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

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

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

WHEREAS, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M 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 G.T.B.M from making any reportable contributions during the term of the contract; and

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

WHEREAS, G.T.B.M has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

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

City Clerk File No. Res. 12-360
 Agenda No. 10.P
 Approved: MAY 09 2012
 TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFOCOP SERVER SOFTWARE APPLICATION CREATED BY G.T.B.M. WITHOUT PUBLIC BIDDING.

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

1. A one year contract is awarded to G.T.B.M, Inc in the amount of \$81,187.50 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M, Inc provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city 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

Donna Mauer Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No.12- 01-201-25-240-310.

Acct No. 12- 01-201-25-240-310.

P.O.# *106285* Amount \$21,000.00

APPROVED: *[Signature]* 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											
5/9/12											
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

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

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S EXISTING INFO-COP SOFTWARE APPLICATIONS CREATED BY G.T.B.M. INC WITHOUT PUBLIC BIDDING

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

THOMAS COMEY, DIRECTOR, DEPARTMENT OF POLICE

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

PURCHASE OF MAINTENANCE 7 BY 24 FOR THE INFO-COP MOBILE DATA SYSTEM SERVER BASED SOFTWARE WHICH IS USED THROUGHOUT THE POLICE DEPARTMENT.

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

REQUIRED TO MAINTAIN AND SUPPORT OF THE EXISTING PROPRIETARY (G.T.B.M. INC) SOFTWARE.

5. Anticipated Benefits to the Community:

THIS IS REQUIRED SOFTWARE FOR THE DEPARTMENT TO INTERFACE WITH THE STATE POLICE MQ SERIES BASED NCIC/SCIC, CJIS, AND DMV.

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.)

EIGHTY-ONE THOUSAND ONE HUNDRED EIGHTY-SEVEN (\$81,187.50)DOLLARS AND FIFTY CENT.

7. Date Proposed Program or Project will Commence:

JANUARY 1, 2012

8. Anticipated Completion Date:

DECEMBER 31, 201

9. Person Responsible for Coordinating Proposed Program/Project:

DEPUTY RONALD SPROFERA, SUPPORT SERVICES COMMANDER

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

Chief Thomas J. Comey
Signature of Department Director

04/11/12
Date

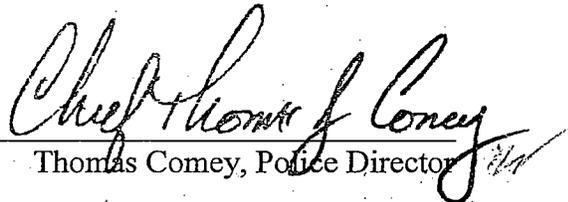
DETERMINATION OF VALUE CERTIFICATION

Thomas Comey, of full age, hereby certifies as follows:

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc to provide the City with Infocop server software system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2012.
4. The amount of the contract is \$81,187.50 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

04/11/12


Thomas Comey, Police Director

CITY OF JERSEY CITY

Requisition #

0157635

Assigned PO #

Requisition

Vendor
GOLD TYPE BUSINESS MACHINE
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073

Dept. Bill To
POLICE DEPARTMENT
8 ERIE STREET
JERSEY CITY NJ 07302

Dept. Ship To
8 ERIE STREET
JERSEY CITY NJ 07302

GT220900

Contact Info
D/C RONALD SPROFERA
2015475308

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RENEWAL OF LICENCE INFORCOP SERVER SOFTWARE LICENSING & SERVICES (2012)	01-201-25-240-310	21,000.00	21,000.00

TOTAL AMOUNT OF CONTRACT: \$81,187.50
TEMPORARY ENCUMBER AMOUNT: \$ 21,000.00

FOR:
JCPD/SUPPORT SERVICE/COMPUTER UNIT
73-85 BISHOP STREET
J.C.NJ 07304
PHONE# 201-547-5997
CONTRACT PERSON: P.O.JOHN TKACZYK

Requisition Total 21,000.00

Req. Date: 03/19/2012

Requested By: FMCIPHERSON

Buyer Id:

Approved By:



03/19/12

This Is Not A Purchase Order



New Jersey State Contract #69834

Exhibit A

USER LICENSE AGREEMENT

between

Jersey City Police Department

and

GTBM INC.

This Agreement ("Agreement") is made this 1st day of Jan, 2012, by and between GTBM Inc. and Jersey City Police Department.

1. **License.** GTBM Inc. ("GTBM") hereby grants to Jersey City Police Department (the "End User"), and the End User hereby accepts, subject to the terms and conditions set forth in this Agreement, a non-transferable, non-exclusive license to use, in object code format only, the INFO-COP Licensed Software specified in Exhibit A, and the accompanying documentation together with any Modifications or Enhancements subscribed for by End User (as said terms are defined in the Maintenance and Support Agreement attached hereto as Exhibit B (the "Software") solely as part of the End User's public safety computer system. This license shall be perpetual, except as otherwise provided in Section 4 hereof. The End User acknowledges that it has no rights in the Software, except as specifically provided in this Agreement.
2. **Uses Not Permitted.** The End User's use of the Software is subject to each of the following restrictions and limitations. The End User agrees that it shall not:
 - Transfer the Software electronically from one central processing unit ("CPU") to another.
 - Modify, adapt, translate or create derivative works.
 - Make copies of the Software except as provided in Section 3, BACKUP COPIES, of this Agreement.
 - Remove or modify any software markings or notices of proprietary rights.
 - Grant sub-licenses, leases or other rights to the Software.
 - Distribute in any fashion the End User's copy of the Software.
 - Reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Software.
3. **Backup Copies.** The End User may make back-up copies strictly for its internal use. All such copies shall be subject to all of the terms and conditions of this Agreement. The End User shall maintain a written record at all times of the location of all back-up copies.



4. Termination. GTBM, Inc may terminate this Agreement and all licenses granted hereunder in the event of the failure by the End User to comply with any term or condition of this Agreement or the Maintenance and Support Agreement. Termination shall be effective on written notice by GTBM to the End User. Upon termination, the End User shall destroy all copies of the Software then in its possession or under its control and certify such destruction within five (5) days following receipt of GTBM's termination notice.

5. Warranties.

- (a) GTBM warrants that the Software shall be free from defects in materials or workmanship and errors and further agrees to furnish, promptly and without additional charge, all labor and parts necessary to remedy any such defect or error called to its attention in writing not later than six (6) months after installation of the Software.
- (b) GTBM's OBLIGATIONS FOR BREACH OF WARRANTY SHALL BE LIMITED TO CORRECTION OR REPLACEMENT OF THAT PORTION OF THE SOFTWARE WHICH FAILS TO CONFORM TO SUCH WARRANTY. IN NO EVENT SHALL GTBM OR ITS LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, OR LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE. GTBM SHALL HAVE NO RESPONSIBILITY TO CORRECT ANY DATABASE ERRORS OR ANY ERRORS OR DAMAGES CAUSED BY OR ARISING OUT OF HARDWARE DEFECTS OR INPUT ERRORS OR USE OF THE SOFTWARE IN WAYS FOR WHICH IT WAS NOT DESIGNED. IN NO EVENT SHALL GTBM BE LIABLE FOR ANY BREACH OF WARRANTY UNLESS WRITTEN NOTICE THEREOF IS GIVEN TO GTBM WITHIN SIX MONTHS AFTER INSTALLATION OF THE SOFTWARE. GTBM's WARRANTY OBLIGATIONS SHALL BE VOID IF: (I) THE END USER MODIFIES THE SOFTWARE WITHOUT THE PRIOR WRITTEN CONSENT OF GTBM OR (II) THE NON CONFORMANCE OF THE SOFTWARE IS DUE TO ITS MISUSE OR NEGLIGENCE OR OTHERWISE CAUSED BY A BREACH OF END USER'S OBLIGATIONS HEREUNDER; OR (III) THE END USER FAILS TO FOLLOW IN ALL MATERIAL RESPECTS WRITTEN INSTRUCTIONS OF GTBM; OR (IV) THE SOFTWARE IS USED WITH OTHER INCOMPATIBLE PRODUCTS OR SERVICES.
- (c) GTBM or its licensors shall defend any claim or proceeding brought against the End User to the extent that it is based on an assertion that the End User's use of the Software under this Agreement constitutes an infringement of any United States patent, copyright, trade secret, trademark, or other property interest rights, and shall indemnify the End User against all costs, damages and expenses finally awarded against the End User which are attributable to such claim, provided that the End User notifies GTBM promptly in writing of any such claim or proceeding and gives GTBM full and complete authority, information and assistance to defend such claim or proceeding and further provided that GTBM shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. In the event that the Software is finally held to be infringing and its use by the End User is enjoined, GTBM or its licensors shall, at its election: (i) procure for the End User the right to continue to use the Software; (ii) modify or replace the Software so that it becomes non-infringing; or (iii) return to the End User the fee paid under this Agreement, less an allowance for use of the Software by the End User, prorating the useful life of the Software over a five (5) year period. GTBM shall have no liability hereunder if the End User modifies the Software in any manner and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the End User uses the Software in a manner contrary to the provisions of this Agreement or in conjunction with unauthorized equipment.



The foregoing states GTBM's and its licensors entire liability, and the End User's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, trademark, or other property interest rights by the Software, any part thereof or the use thereof.

- (d) The warranties contained in this section 5 are in lieu of all other warranties, expressed or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. GTBM's express warranties shall not be enlarged, diminished or affected by, and no obligation or liability shall arise out of, GTBM's rendering of technical or other advice or service in connection with the software.

6. Support Services. GTBM may provide End User with support services related to the Software ("Support Services"). Use of Support Services is governed by the Maintenance and Support Agreement attached hereto as Exhibit B.

7. Miscellaneous. This Agreement shall be governed by the laws of the State of New Jersey. This Agreement and any exhibits thereto constitute the entire agreement between the parties related to the Software and supersede all prior agreements, understandings, negotiations and discussions between the parties in connection therewith, whether oral or written. End User may not assign the Agreement or the license granted by it without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. End User acknowledges and agrees that, due to the unique nature of the Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM or its licensors; therefore, GTBM or its licensors shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM or its licensors might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement.

GTBM, Inc.

END USER

By: _____
Name: Vin Cronen
Title: CFO

By: _____
Name: _____
Title: _____



Exhibit B

**MAINTENANCE AND SUPPORT AGREEMENT BETWEEN
GTBM INC.
and
Jersey City Police Department**

THIS MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made this 1st day of Jan, 2012, by and between **GTBM INC. ("GTBM") AND Jersey City Police Department** (the "Client") for maintenance and support services to the Client in connection with the Licensed Software.

1. DEFINITIONS

- a) The term "System" means the programmable on-line computer system and Licensed Software furnished, delivered and installed by GTBM pursuant to the Agreement between GTBM and the Client specified on Exhibit A attached hereto (the "End User License Agreement").
- b) The term "Licensed Software" means all software licensed to the Client in object code format pursuant to the End User License Agreement.
- c) The term "Confidential Information" means the Licensed Software and any other information, data or oral information subsequently reduced to written form, received by one party from the other and clearly identified by the disclosing party in writing as confidential.
- d) The term "Modifications" means any revisions of the Licensed Software which GTBM may incorporate in the Licensed Software and which do not materially improve or expand the functionality of the Licensed Software.
- e) The term "Enhancements" means revisions of or additions to the Licensed Software that GTBM may incorporate in the Licensed Software and which improves or expands the functionality of the Licensed Software.
- f) The term "Installation" means that GTBM has installed the System and determined that the System is operative.
- g) The term "Maintenance" means GTBM's provision of the support services described in Section 3, commencing after installation or at such other times as is specified herein.

2. CHARGES AND PAYMENTS

- a) The Client agrees to pay to GTBM the fees specified on Exhibit C attached hereto, including the fee specified for the initial term of Maintenance. GTBM shall bill the fee for any subsequent annual term of Maintenance at least thirty (30) days prior to the end of the then current term.
- b) The support services under Section 3(a) will be provided to the Client at no additional charge. Services rendered by GTBM which are not part of the services GTBM has agreed to perform free of additional charge in Section 3(a) will be charged to the Client at GTBM's standard rates set forth in Exhibit C.



- c) In addition to the charges payable pursuant to this Section 2, the Client shall pay any and all import duties, levies or imposts and all sales, use, value-added and other taxes of any nature assessed upon or with respect to such payments under this Agreement, exclusive, however, of taxes based on GTBM's net income. If Client is exempt from the payment of any such taxes, Client shall submit its certificate of exemption to GTBM.
- d) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices (other than for the prepayment of the annual fee for Maintenance) not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance. The failure of the Client to pay the annual fees for Maintenance after written notification shall result in the complete termination of any continuing obligation of GTBM to provide Maintenance to the Client.

3. SYSTEM MAINTENANCE AND ADDITIONAL SUPPORT SERVICES

- a) GTBM will provide the Client with the following maintenance services provided the Client has made all payments due GTBM and has fulfilled all of its requirements under this Agreement and under the End User License Agreement:
 - i) GTBM agrees to provide support and maintenance services to attempt to correct any error or defect reported by the Client and determined by GTBM to be attributable to the Licensed Software. Such services shall be provided during normal business hours, which are 8:30 a.m. through 5:30 p.m., Monday through Friday, except holidays, and in the most expeditious manner reasonably possible and at no additional cost to the Client. In order to expedite such maintenance services, GTBM shall provide 24 hour call-in capability. In no event shall GTBM have any responsibility (1) to correct any data errors or any errors or damage caused by or arising out of input errors or resulting from changes to the Licensed Software made by the Client, or (2) with respect to any data loss or corruption due to any third party software malfunction, hardware problems or failures or any other loss or disruption not caused by GTBM. Upon notifying GTBM of an alleged error in the Licensed Software, the Client shall give GTBM access to its computer equipment, the Licensed Software and all relevant records, and shall assist GTBM in substantiating the existence of the alleged error. Client shall also provide GTBM with a means to remotely connect with the Client's Licensed Software. GTBM shall, at its option, use this remote connection for error detection, analysis, replication or correction.
 - ii) From time to time and at its sole discretion, GTBM may make Modifications and Enhancements available to the Client for purchase at GTBM's then published license fee with respect thereto, provided that the Client is not then in default with respect to any of its obligations to GTBM. The terms on which GTBM will provide Maintenance with respect to the Modification or Enhancement will be set forth in an amendment to this Agreement. The Client is under no obligation to acquire any Modification or Enhancement, with the exception that the Client must allow GTBM to install all Modifications or Enhancements, which are being provided by GTBM at no cost to the Client. The Client will provide GTBM with access to its System to permit installation of each no-cost Modification or Enhancement within 45 days after notification by GTBM of its intention to install the Modification or Enhancement. The failure of the Client to allow GTBM to install any no-cost Modification or Enhancement will relieve GTBM of any further Maintenance obligations with respect to the Licensed Software. All Modifications and Enhancements acquired by the Client, whether for a fee or at no cost, shall become part of the Licensed Software for all purposes of this



Agreement.

- iii) GTBM shall provide up to six (6) hours per month of telephone consultation with respect to the System during GTBM's normal business hours. This technical assistance and consultation is designed to train and help the System manager(s) to operate the System more effectively. These consultation hours, if not used, cannot be carried forward or accumulated month to month.
- iv) GTBM shall only be required to maintain the external communication features of the Software, including access to external databases and communication with other INFO-COP servers, so long as Client continues to purchase support and maintenance services. In particular, GTBM shall have no obligation to provide Client with access to the Central Share database nor to provide Client with the ability to send messages to other external INFO-COP servers if Client discontinues or fails to promptly pay for support and maintenance services.
- b) GTBM will provide consultation and additional training and undertake special programming projects on a time-available basis at GTBM's rates specified in Exhibit C. Any software resulting from a special programming project undertaken by GTBM at the Client's request shall become part of the Licensed Software for all purposes of this Agreement and the End User License Agreement.
- c) In the event that a Modification or Enhancement becomes available for a fee, and Client elects not to purchase it, then Client shall not receive support or maintenance of the Software, as revised, and maintenance and support of the older version of the Software will cease upon forty-five (45) days following release of the Modification or Enhancement.
- d) Maintenance shall be renewed annually at the then prevailing rates, unless Client notifies GTBM of its intent not to renew, not less than 30 days prior to the end of the then current annual term.
- e) The Client shall at all times have at each site at which the System is installed a System manager who is acceptable to GTBM in GTBM's discretion and who has been certified by GTBM as properly trained. All communications by the Client with GTBM must only be made by such System manager or by designated alternates also acceptable to GTBM. The initial System manager is identified on Exhibit D attached hereto. Training for replacement System managers will be provided at GTBM's then applicable rates. The rate during the initial period is listed in Exhibit C; subsequent period rates shall be at GTBM's standard published rates, which will be reflected in a written amendment to be executed by GTBM and the Client.
- f) The Client must at all times while this Agreement remains in effect, provide and maintain in good operating conditions the communication equipment and facilities necessary for GTBM to achieve dial-in access to the System for purposes of remote diagnostics and error correction.
- g) The Client shall perform the routine System maintenance specified on Exhibit E attached hereto for so long as this Agreement remains in effect. GTBM shall be relieved of all of its obligations hereunder in the event that the Client fails to perform such routine maintenance.
- h) GTBM will provide Hardware and maintenance in accordance with the terms and conditions set forth in the attached Exhibit X if applicable. The Client agrees that it will not upgrade, modify, replace or otherwise alter, or attach devices to, the Hardware without the prior written consent of GTBM.



4. PROTECTION OF CONFIDENTIAL INFORMATION

- a) The Client acknowledges that the System constitutes trade secrets and Confidential Information of GTBM or its licensors.
- b) During the course of this Agreement, GTBM and the Client will disclose certain Confidential Information to each other, including without limitation in the case of GTBM,, information specifically relating to the System.
- c) The Client agrees not to sell, assign or distribute the System or any part thereof to any other person, firm or corporation and shall use reasonable efforts to confine knowledge and access to the System only to its employees who require such knowledge and access in the ordinary course and scope of their employment by the Client.
- d) Any information disclosed by one party (disclosing party) to the other (receiving party) which the disclosing party considers confidential shall be: (i) outlined in writing and marked "Confidential" by the disclosing party; (ii) treated as Confidential Information of the disclosing party; (iii) used by the receiving party for no purpose other than as provided in this Agreement; and, (iv) treated in a manner such that the receiving party shall take all reasonable precautions to prevent the disclosure thereof to any third party including such precautions said receiving party takes for protection of its own Confidential Information. The obligations set forth in this Section 4(d) shall not apply, however, to any information which: (i) is already in the possession of the public or becomes available to the public through no breach of this Agreement by the receiving party; (ii) was in the receiving party's possession prior to receipt from the disclosing party, or (iii) is received independently from a third party free to disclose such information to the receiving party.
- e) All Confidential Information furnished by one party to the other shall remain the property of the disclosing party.
- f) Both parties represent that they have the right to disclose the information disclosed under the terms of this Agreement.
- g) This Agreement shall govern all Confidential Information exchanged between the parties including all information exchanged prior to the effective date of this Agreement.
- h) GTBM or its licensors retains the right to seek copyright protection for the Licensed Software or any copyrightable material. The Client shall not remove any copyright or proprietary rights notice included in any materials furnished to the Client in connection with this Agreement or the End User License Agreement.
- i) The Client shall not, unless specifically authorized under this Agreement or except for ordinary and necessary backup for archival or disaster recovery purposes, use, make, or have made any more copies of the Licensed Software or any part thereof than are delivered by GTBM for the Client's use hereunder.

5. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR ANY ACTUAL DAMAGES WHATSOEVER CAUSED



BY THE CLIENT'S FAILURE TO PERFORM ITS RESPONSIBILITIES HEREUNDER OR FOR LOST PROFITS OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. TERMINATION

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Client specifying the Client's failure to make payment when due and the Client fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may terminate this Agreement if the other party fails or defaults in the performance of any of its material obligations under this Agreement (other than failure by the Client to make any payment when due as governed by section 7(a) above) and fails to cure or substantially cure such failure or default within thirty (30) days following receipt of written notice.
- c) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- d) GTBM may terminate this Agreement without cause on sixty (60) days' prior written notice to Client.
- e) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.
- f) Each party's obligation to protect the confidential nature of the System and other Confidential Information under Section 4 shall survive any termination or expiration of this Agreement indefinitely.

7. MISCELLANEOUS

- a) The parties agree that this Agreement and the End User License Agreement, including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the System and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Client may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations,



neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. Client acknowledges and agrees that, due to the unique nature of the Licensed Software there can be no adequate remedy at law for a material breach of the Agreement and that such breach would cause irreparable harm to GTBM or its licensors; therefore, GTBM or its licensors shall be entitled to seek immediate equitable relief, in addition to whatever remedies GTBM or its licensors might have at law or under the Agreement. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

GTBM Inc.

CLIENT

By: _____
Name: Vin Cronen
Title: CFO

By: _____
Name: _____
Title: _____



Exhibit C
Fees

Info-Cop mobile licenses annual renewal \$72,187.50

Info-Cop server license annual renewal \$3,750.00

Info-Cop additional features \$5,250.00 reports renewal.

Training of System Manager \$125.00 per hour

Training of Replacement Manager \$125.00 per hour

Additional training and consultation \$125.00 per hour



Exhibit D
Systems Manager Identification

Jersey City Police Department hereby designates:

Name John Tkaczyk
Title
Address 8 Erie St
Address Jersey City NJ
Phone 201-547-5226
Cell Phone 201-705-4626
Fax
Email jtkaczyk@jcnj.org

as the initial System Manager in regard to the Info-Cop System and remains in this capacity until a successor is appointed. Systems Managers must be trained in proper use and administration of the system.



Exhibit E
Routine System Maintenance

Jersey City Police Department is responsible for routine system maintenance including the following:

- Maintaining wireless service from a reliable provider.
- Maintaining high-speed internet connections. (Including working modem)
- Maintaining effective firewall.
- Maintaining virus defense definition updates.
- Maintaining Microsoft service specification updates.
- Maintaining an annual vacuum dust servicing of server (if applicable)
- Maintaining the uninterrupted power supply service in working order.
- Maintaining the appropriate back up of data, daily. (if applicable)
- Maintaining the users access to the system, as needed.

CITY OF JERSEY CITY

RESOLUTION:

VENDOR: *Gold Type Business Machines Inc*

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EO Review
A. Non-Collusion Affidavit properly notarized	<i>VE</i>	
B. Public Disclosure Statement	<i>VE</i>	
C. Mandatory Affirmative Action Language	<i>VE</i>	
D. Americans with Disabilities Act	<i>VE</i>	
E. Affirmative Action Compliance Notice	<i>VE</i>	
F. MWBE Questionnaire (2 copies)	<i>VE</i>	
G. Form AA302 – Employee Information Report <i>Cert 2-11-84</i>	<i>VE</i>	
H. Business Registration Certificate	N/A	Verified online ✓
I. Original signature(s) on all required forms.	<i>VE</i>	

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

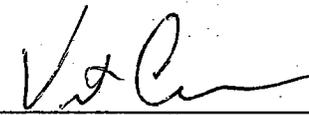
CITY OF JERSEY CITY ss:

I certify that I am Vincent Croner, CFO

Of the firm of Gold Type Business Machines Inc

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

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

(Signature of respondent) 

Print name Vincent Croner

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY December 1, 2011

NOTARY PUBLIC OF Monica K. Lewis

MY COMMISSION EXPIRES: Monica K. Lewis

an Attorney At-Law of the State of New Jersey
authorized to administer this oath pursuant
to NJSA 41:2-1

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 12/1/11 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Gold Type Business Machines Inc

Signed: [Signature] Title: CFO

Print Name: Vincent Crover Date: 10/1/11

Subscribed and sworn before me
this 1 day of December, 2011.
My Commission expires:

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

Monica K. Lewis
Monica K. Lewis
an Attorney-At-Law of the State of New Jersey
authorized to administer this oath pursuant
to NJSA 41:2-1.

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

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).

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. 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 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."

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: *Gold Type Business Machines Inc*

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

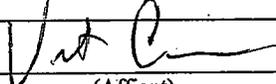
Stockholders:

Name: <i>Richard Piccolli</i>	Name: <i>Patrick Collins</i>
Home Address: <i>71 Ridge Rd Rutherford, NJ 07070</i>	Home Address: <i>750 Apple Ridge Rd Franklin Lakes, NJ 07417</i>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this *1* day of *December* 2011

Monica K. Lewis
 (Notary Public) *Monica K. Lewis*

My Commission expires: *an Attorney-at-law of the State of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1*


 (Affiant)
Vincent Cloper CFO
 (Print name & title of affiant)
 (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

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

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

Part I – Vendor Affirmation

Machinery The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *Gold Type 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 12/1/11 contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *City of Jersey City* ~~entity~~ 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
<i>Richard Picotti</i>	<i>71 Ridge Rd, Rutherford NJ 07070</i>
<i>Patrick Collins</i>	<i>700 Apple Ridge Rd, Franklin Lakes, NJ 07417</i>

Part 3 – Signature and Attestation:

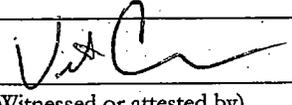
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: *Gold Type Business Machinery Inc*

Signature of Affiant: *Vincent E. Towner* Title: *CFO*

Printed Name of Affiant: *Vincent E. Towner* Date: *12/1/11*

Subscribed and sworn before me this *1* day of *December*, 2011 *Monica K. Lewis*
 My Commission expires: *Monica K. Lewis*
 an Attorney-at-law of the State
 of New Jersey authorized to administer
 this oath pursuant to N.J.S.A. 41:2-1


 (Witnessed or attested by)

 (Seal)

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

City of Jersey City

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)

**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

| Name            | Address                                       | % owned |
|-----------------|-----------------------------------------------|---------|
| Richard Powell  | 71 Ridge Rd, Rutherford NJ 07070              | 82      |
| Patrick Collins | 280 Apple Ridge Rd<br>Franklin Lakes NJ 07417 | 18      |
|                 |                                               |         |
|                 |                                               |         |
|                 |                                               |         |

SIGNATURE :

*Vincent C. Brown*  
Vincent C. Brown

TITLE:

CRE

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

December 1 OF 2011

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20

*Monica K. Lewis*  
Monica K. Lewis

an Attorney-at-law of the  
State of New Jersey authorized  
to administer this oath

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

Pursuant to  
NISA A1-2-1

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): Nirajit Chawla CFO

Representative's Signature: [Handwritten Signature]

Name of Company: Gold Type Business Machines Inc

Tel. No.: 201-935-5090 Date: 12/1/14

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

The contractor and the City of Owensboro, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

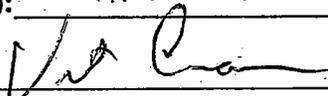
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Vincent Cronin CFO

Representative's Signature: 

Name of Company: Gold Type Business Machines Inc.

Tel. No.: 261 935-5090 Date: 12/1/11

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

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

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Gold Type Business Machines Inc

SIGNATURE: Vincent Crowe DATE: 12/1/11

PRINT NAME: Vincent Crowe TITLE: CFO

**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: Gold Type Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-5090

Contact Name: Vin Cloven

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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

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

Business Name: Gold Type Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-0900

Contact Name: Vin Crown

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

**IMPORTANT:**

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate.

~~If you have a current certificate of employee information report, do not complete this form.~~

**Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

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

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

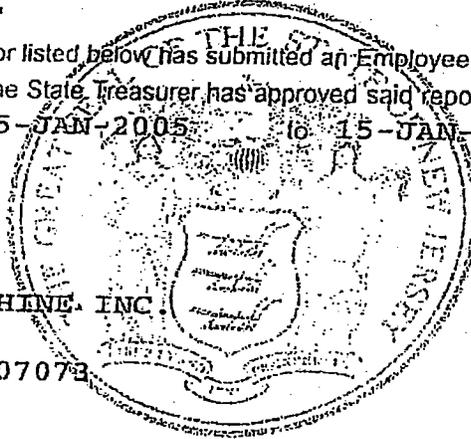
Certification 24180

# 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. 17:27-11 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2005** to **15-JAN-2012**

GOLD TYPE BUSINESS MACHINE, INC  
351 PATERSON AVENUE  
EAST RUTHERFORD NJ 07073



*Bradley Abela*

State Treasurer

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

City Clerk File No. Res. 12-361

Agenda No. 10.Q

Approved: MAY 09 2012

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC  
FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE DATA TERMINAL  
SYSTEM WITHOUT PUBLIC BIDDING**

**COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Police Department's Mobile Data Terminal System and wireless handheld devices operate on a seven day, twenty-four hour basis; and

**WHEREAS**, this equipment utilizes proprietary hardware and software within 350 handheld devices include but not limited to MDTs, Symbols, Xplore tablets, Data 911; and

**WHEREAS**, IP Mobile Net has authorized G.T.B.M. Inc. as the New Jersey service provider for the Department's proprietary software associated with the mobile data terminal system; and

**WHEREAS**, the need for constant and reliable communications for the safety of employees and citizens of Jersey City require immediate resolution of any equipment failures it is essential for the public safety to have an agreement in effect for the services in connection with preventive maintenance, service and repair of the Police Department, Central Communications Bureau, Mobil Data Terminal System and related equipment; and

**WHEREAS**, G.T.B.M. Inc , located at 351 Paterson Avenue, East Rutherford, NJ 07073, possess the skill and expertise to perform the necessary services; and

**WHEREAS**, G.T.B.M. Inc has agreed to perform the necessary services for maintenance and repair of the Jersey City Police Department, Central Communications Bureau, Mobil Data Terminal System at a cost of Four Hundred Fourteen Thousand Nine Hundred Nine Dollars (\$425,251,00) and sixty cents for the term of one year, January 1, 2012 through Dec 31, 2012; and

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

**WHEREAS**, funds in the amount of Two hundred Twelve thousand Six hundred and Twenty five dollars (\$212,625.50) fifty cent are available in the Temporary 2012 budget Account No. 12-01-201-25-240-310; source of funds is from operating account.

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

**WHEREAS**, Thomas Comey, Director of Police, has certified that this meets the statues and regulations governing the award of said contracts; and

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

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

**WHEREAS**, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M 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 G.T.B.M from making any reportable contributions during the term of the contract; and

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

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE DATA TERMINAL SYSTEM WITHOUT PUBLIC BIDDING**

**WHEREAS**, pursuant to Jersey City Ordinance 08-128, GTBM has certified that he 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 GTBM from making any reportable contributions through the term of the contract; and

**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 and/or Business Administrator is authorized to execute an agreement with **G.T.B.M. Inc.** for providing preventive Communications Bureau Mobil Data Terminal System at a total sum not to exceed \$425,25109.60 for the term of one year, January 1 ,2012 through December 31, 2012
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The Purchasing Agent is directed to have the necessary contract documents drawn up and executed.
4. Notice of this action shall be published in the newspaper of general circulation within the municipality within ten (10) days of this award.
5. This agreement shall be subject to the condition that the vendor provide satisfactory evidence of compliance with the **Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.**
6. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to **G.T.B.M. Inc.** shall be made in accordance with the provisions of the **Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.**
7. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

Donna Mauer Donna Mauer as Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct. No. 12-01-201-25-240-310.

**Police Department**  
Acct. No. 12-01-201-25-240-310 *P.O. 106330* Amount \$425,251.00

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

Certification Required

Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 5/9/12        |     |     |      |               |     |     |      |
| 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

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

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

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC  
FOR THE SUPPORT AND MAINTENANCE OF THE IP MOBILE NET MOBILE  
DATA TERMINAL SYSTEM WITHOUT PUBLIC BIDDING**

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

THOMAS COMEY, DIRECTOR, DEPARTMENT OF POLICE

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

MAINTAIN THE JERSEY CITY POLICE DEPARTMENT MOBILE DATA TERMINAL SYSTEM.

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

TO KEEP DEPARTMENT-WIDE EQUIPMENT FUNCTIONAL.

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

INSURANCE AGAINST LOSING THE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT FOR EXTENDED PERIOD OF TIME SHOULD A PROBLEM ARISE.

**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.)**

FOUR HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS (\$425,251.50) FIFTY CENT

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

JANUARY 1, 2012

**8. Anticipated Completion Date:**

DECEMBER 31, 2012

**9. Person Responsible for Coordinating Proposed Program/Project:**

DEPUTY CHIEF RONALD SPROFERA, SUPPORT SERVICES COMMANDER

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

Requisition #

0157820

Assigned PO #

## Requisition

**Vendor**  
GOLD TYPE BUSINESS MACHINE  
351 PATERSON AVENUE  
EAST RUTHERFORD NJ 07073

**Dept. Bill To**  
POLICE DEPARTMENT  
8 ERIE STREET  
JERSEY CITY NJ 07302

**Dept. Ship To**  
8 ERIE STREET  
JERSEY CITY NJ 07302

GT220900

**Contact Info**  
D/C RONALD SPROFERA  
2015475308

| Quantity | UOM | Description                                                                                       | Account           | Unit Price | Total      |
|----------|-----|---------------------------------------------------------------------------------------------------|-------------------|------------|------------|
| 1.00     | EA  | RENEWAL OF CONTRACT                                                                               | 01-201-25-240-310 | 212,625.50 | 212,625.50 |
|          |     | RENEWAL OF MOBILE DATA SYSTEM MAINTNERANCE AND SUPPORT CONTRACT (INCLUDING ALPR SYSTEM & VEHICLES |                   |            |            |

TOTAL AMOUNT: \$ 425,251.00  
ENCUMBER AMOUNT:\$ 212,625.50

FOR:  
JCPD/SUPPORT SERVICES/CONTRACT UNIT  
73-85 BISHOP STREET  
J.C.NJ 07304  
PHONE# 201-547-5997  
CONTRACT PERSON: P.O.JOHN TZACZYK

Requisition Total 212,625.50

Req. Date: 04/04/2012

Requested By: FMCPPERSON

Buyer Id:

Approved By:  4/4/12

**This Is Not A Purchase Order**

# JERSEY CITY POLICE DEPARTMENT

## DEPARTMENT REQUISITION

**Date:** February 27<sup>th</sup>, 2012

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

Computer Unit, JCPSCC, 73-85 Bishop Street

| Item No. | Quantity: | Article:                                                                                                  | Remarks/Price: |
|----------|-----------|-----------------------------------------------------------------------------------------------------------|----------------|
| 1        | 1         | Renewal of Mobile Data System<br>Maintenance and Support Contract<br>(Including ALPR System and vehicles) |                |
|          |           | Total:                                                                                                    | \$425,251.00   |
|          |           | Vendor:                                                                                                   |                |
|          |           | G.T.B.M., Inc.                                                                                            |                |
|          |           | 351 Paterson Avenue                                                                                       |                |
|          |           | East Rutherford, NJ 07073                                                                                 |                |
|          |           | (201) 935-5090                                                                                            |                |
|          |           | State Contract #: A69834                                                                                  |                |
|          |           | Line Item: 00069                                                                                          |                |
|          |           | Commodity Code: 725-1 8-064505                                                                            |                |

**Comments:** Renewal of Mobile Data System Maintenance Contract

(24 x 7 x 365) on all mobile data hardware and software clients and systems

**ANNUAL CONTRACT RENEWAL**

**Requested By:**

**Approved By:**

**Chief of Police:**

**Director of Police:**

*[Handwritten Signature]*  
*[Handwritten Signature]*  
*[Handwritten Signature]*  
 3/19/12



New Jersey state contract #69834

**MOBILE DATA SYSTEMS (MDTS AND VEHICLE) AGREEMENT BETWEEN**

**JERSEY CITY POLICE DEPARTMENT**

**and**

**GOLD TYPE BUSINESS MACHINES**

THIS MDTS SERVICE AGREEMENT ("Agreement") is made this 1<sup>st</sup> day of Jan 2012 by and between the Jersey City Police Department ("Customer") AND GOLD TYPE BUSINESS MACHINES ("GTBM") for service and support of Customer's MDTS and associated hardware, software and communications.

**1. SERVICES AND PROCESS**

- a) GTBM will provide Customer with maintenance and repair service for MDT, Symbol, Xplore, Data911, Panasonic, Blackberry and Push-to Talk devices and the underlying vehicle infrastructure to support communications with the Info-Cop™ system 24/7/365.
- b) GTBM will provide all labor to meet Customer's needs for vehicle equipment swaps and new vehicle installations associated with Mobile Data Systems communications. GTBM will provide any required parts that have a cost of \$100 or less.
- c) GTBM will provide all labor to maintain a BOSS server and to support 5 vehicles and the attached plate readers associated with the server.
- d) Customer shall notify GTBM of all service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. Afterhours support can be received by calling 201-681-0327 or by calling the Service Department and following the auto-attendant prompts.

**2. CHARGES AND PAYMENTS**

- a) Customer agrees to pay an annual fee of \$452,251.00 for the services on a Quarterly basis, in advance, for the period beginning Jan 1, 2012 and ending Dec 31<sup>th</sup>, 2012. Customer further agrees to pay for all parts required for vehicle repair or installation



which are in excess of \$100 which shall be billed to Customer on a quarterly basis.

- b) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance.

### **3. LIMITATION OF LIABILITY**

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE INFO-COP™ SYSTEM, AN IMPAIRED VEHICLE, A COMMUNICATIONS DEVICE DUE TO A FAILURE OF A THIRD PARTY VENDOR OR DISABLED INTERNET CONNECTIVITY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **4. TERMINATION**

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer THEN fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- c) Termination of this Agreement does not relieve either party of obligations to make any



payments or perform any services due prior to the date of termination.

## **5. MISCELLANEOUS**

a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

## **6. ACCEPTANCE OF AGREEMENT**

a) By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.



## **Exhibit A**

### **Agreement Specifications**

**Devices:**

Up to 400 MDT, Symbol, Xplore Data911, Panasonic or Push-to-Talk Mobile Communication Units

**Vehicle:**

Entire Fleet of the Police Department

Plate Readers and BOSS Server coverage;

5 Vehicles and 1 BOSS server

**CITY OF JERSEY CITY**

**RESOLUTION:**

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

**RESPONDENT'S CHECKLIST**

| Item                                                         | Respondent Initials | AAWBO Review      |
|--------------------------------------------------------------|---------------------|-------------------|
| A. Non-Collusion Affidavit properly notarized                | ✓                   |                   |
| B. Public Disclosure Statement                               | ✓                   |                   |
| C. Mandatory Affirmative Action Language                     | ✓                   |                   |
| D. Americans with Disabilities Act                           | ✓                   |                   |
| E. Affirmative Action Compliance Notice                      | ✓                   |                   |
| F. MWBE Questionnaire (2 copies)                             | ✓                   |                   |
| G. Form AA302 – Employee Information Report <i>Cert 2/18</i> | ✓                   |                   |
| H. Business Registration Certificate                         | N/A                 | Verified online ✓ |
| I. Original signature(s) on all required forms.              | ✓                   |                   |

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

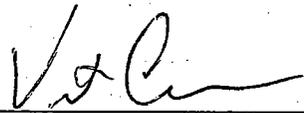
CITY OF JERSEY CITY ss:

I certify that I am Vincent Croner, CFO

Of the firm of Gold Type Business Machines Inc

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

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

(Signature of respondent) 

Print name Vincent Croner

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY December 1, 2011

NOTARY PUBLIC OF Monica K. Lewis

MY COMMISSION EXPIRES: Monica K. Lewis

an Attorney At-Law of the State of New Jersey  
authorized to administer this oath pursuant  
to NJSA 41:2-1

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 12/1/11 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Gold Type Business Machines Inc

Signed: [Signature] Title: CFO

Print Name: Vincent Crover Date: 12/1/11

Subscribed and sworn before me  
this 1 day of December 2011.

My Commission expires:

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

Monica K. Lewis  
Monica K. Lewis  
an Attorney-At-Law of the State of New Jersey  
authorized to administer this oath pursuant  
to NJSA 41:2-1

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

# 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/lfn/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfn/lfnmenu.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 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."



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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

**County:**

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders. First row contains Richard Picalli and Patrick Collins with their addresses.

Subscribed and sworn before me this 1 day of December 2011. Notary Public: Monica K. Lewis. Affiant: Vincent Cropper CFO.

an Attorney-at-Law of the State of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1

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

Required Pursuant To N.J.S.A. 19:44A-20.8  
<NAME OF CONTRACTING AGENCY>

*City of Jersey City*

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the ~~Machine~~ *Gold Type Business* 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 12/1/11 contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *City of Jersey City* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Friends of Peter Brennan Election Fund  | 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

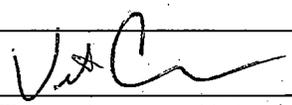
| Name of Stock or Shareholder | Home Address                                        |
|------------------------------|-----------------------------------------------------|
| <i>Richard Picotti</i>       | <i>71 Ridge Rd, Rutherford NJ 07070</i>             |
| <i>Patricia Collins</i>      | <i>780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

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: *Gold Type Business Machines Inc*  
 Signature of Affiant: *Vincent E. Roman* Title: *CFO*  
 Printed Name of Affiant: *Vincent E. Roman* Date: *12/1/11*

Subscribed and sworn before me this 1 day of December, 2011 *Monica K. Lewis*  
 My Commission expires: *Monica K. Lewis*  
 an Attorney-at-law of the State  
 of New Jersey authorized to administer  
 this oath pursuant to NJSA 41:2-1

  
 (Witnessed or attested by)  
 \_\_\_\_\_  
 (Seal)

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

*City of Jersey City*

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)

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned
Richard Powell	71 Ridge Rd, Rutledge NJ 07070	82
Patrick Collins	780 Apple Ridge Rd, Franklin Lakes NJ 07417	18

SIGNATURE :

Vincent Brown
Vincent Brown

TITLE:

CRP

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

December 1 OF 2011

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF MY COMMISSION EXPIRES: 20

Monica K. Lewis
Monica K. Lewis

an Attorney-at-law of the State of New Jersey authorized to administer this oath

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

pursuant to N.J.S.A. 41:21

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

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

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

Representative's Name/Title (Print): Nineast Crowe CFO

Representative's Signature: [Handwritten Signature]

Name of Company: Gold Type Business Machines Inc

Tel. No.: 201-935-5090 Date: 12/1/14

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

The contractor and the City of Osage City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

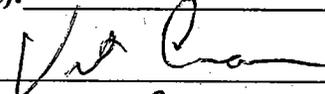
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Vincent Crews CFO

Representative's Signature: 

Name of Company: Gold Type Business Machines Inc.

Tel. No.: 201 935-5050 Date: 12/1/11

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

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

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Gold Type Business Machines Inc

SIGNATURE: Vincent Croner DATE: 12/1/11

PRINT NAME: Vincent Croner TITLE: CFO

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: Gold Type Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-5090

Contact Name: Vin Cloven

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

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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: Gold Type Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201 - 935 - 0090

Contact Name: Vin Crown

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

IMPORTANT:

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate.

~~If you have a current certificate of employee information report, do not complete this form.~~

~~Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.~~

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

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

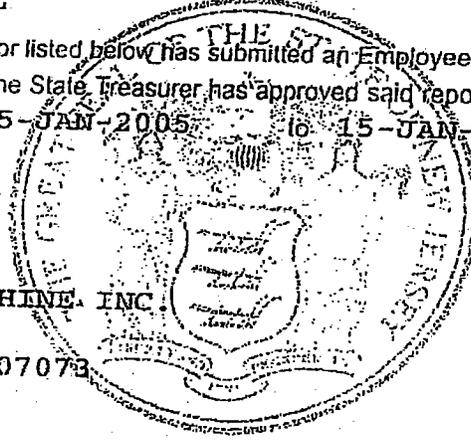
ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

Certification 24180

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

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



GOLD TYPE BUSINESS MACHINE, INC.
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073



Bradley Abela

State Treasurer

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

City Clerk File No. Res. 12-362

Agenda No. 10.R

Approved: MAY 09 2012

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S NCIC 2000 SYSTEM WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Police Department's existing software applications within NCIC 2000 was created by G.T.B.M. Inc. and is a proprietary system that requires support and maintenance services; and

WHEREAS, vendors providing this service must be certified by the New Jersey State Police and must pass the same FBI and State Police security audits as do law enforcement agencies throughout the State of New Jersey; and

WHEREAS, G.T.B.M. Inc is the only vendor in New Jersey to successfully complete all certifications; and

WHEREAS, G.T.B.M. Inc has agreed to provide system maintenance services in the manner specified by the Jersey City Police Department's Computer Services Unit for one year (January 1, 2012 to Dec 31, 2012) for the sum of Two Hundred twenty-two Thousand One Hundred seventy-three (\$222,173.00) Dollars; and

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

WHEREAS, funds in the amount of \$57,858.00 are currently available in the Temporary 2012 budget of Account No. 12- 01-201-25-240-310; and source of funding is from operating account.

WHEREAS, the award of this contract shall be subject to the appropriation of sufficient funds in the 2012 year permanent budget; and

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

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20:5 (Pay-to-Play Law); and

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

WHEREAS, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M n 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 G.T.B.M from making any reportable contributions during the term of the contract; and

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

WHEREAS, G.T.B.M has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S NCIC 2000 SYSTEM WITHOUT PUBLIC BIDDING

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

1. A one year contract is awarded to G.T.B.M. Inc in the amount of **\$222,173.00** and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M. Inc provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No.12- 01-201-25-240-310.

ACCT# 12- 01-201-25-240-310

P.O.# AMT. \$57,858.00

106286

APPROVED: [Signature]

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											
5/9/12											
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

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

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S NCIC 2000 SYSTEM WITHOUT PUBLIC BIDDING

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

THOMAS COMEY, DIRECTOR, DEPARTMENT OF POLICE

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

PURCHASE OF MAINTENANCE ON THE EXISTING COMPUTER SOFTWARE AND THE SUPPORT OF NCIC 2000 SYSTEM THROUGHOUT THE POLICE DEPARTMENT.

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

REQUIRED TO MAINTAIN AND SUPPORT OF THE EXISTING PROPRIETARY SOFTWARE. IF SYSTEM FAILS, THEN THE DEPARTMENT IS UNABLE TO PROCESS PRISONERS OR CONDUCT CRIMINAL WARRANT CHECKS OR INPUT OR RETRIEVE ANY STOLEN VEHICLE/ITEM OR MISSING PERSONS DATA

5. Anticipated Benefits to the Community:

INSURANCE AGAINST LOSING ACCESS TO THE STATE AND NATIONAL DATABASES.

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.)

TWO HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED SEVENTY-THREE (\$222,173.00) DOLLARS

7. Date Proposed Program or Project will Commence:

JANUARY 1, 2012

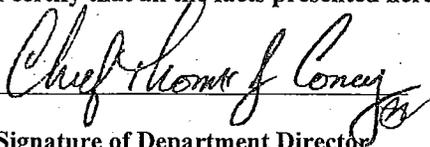
8. Anticipated Completion Date:

DECEMBER 31, 2012

9. Person Responsible for Coordinating Proposed Program/Project:

DEPUTY CHIEF RONALD SPROFERA, SUPPORT SERVICES COMMANDER

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


Signature of Department Director

04/11/12
Date

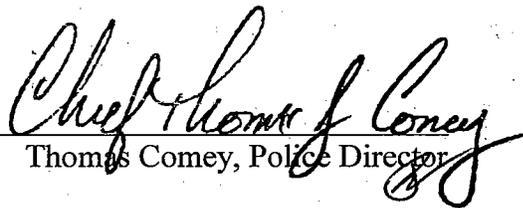
DETERMINATION OF VALUE CERTIFICATION

Thomas Comey, of full age, hereby certifies as follows:

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc to provide the City with NCIC 2000 system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2012.
4. The amount of the contract is \$222,173,.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

04/11/12


Thomas Comey, Police Director

CITY OF JERSEY CITY

Requisition #
0157636

Assigned PO #

Requisition

Vendor
GOLD TYPE BUSINESS MACHINE
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073

Dept. Bill To
POLICE DEPARTMENT
8 ERIE STREET
JERSEY CITY NJ 07302

Dept. Ship To
8 ERIE STREET
JERSEY CITY NJ 07302

GT220900

Contact Info
D/C RONALD SPROFERA
2015475308

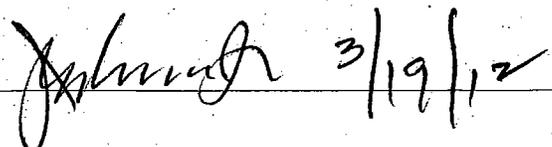
Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RENEWAL OF CONTRACT RENEWAL OF LAN HARDWARE,NCIC 2000, FACIAL RECOGNITION MAINTENANCE & SUPPORT CONTRACT	01-201-25-240-310	57,858.00	57,858.00

TOTAL AMOUNT OF CONTRACT:\$222,173.00
TEMPORARY ENCUMBER: \$57,858.00

FOR:
JCPD/SUPPORT SERVICES / COMPUTER UNIT
73-85 BISHOP STREET
J.C.NJ 07304
PHONE# 201-547-5997
CONTRACT PERSON: .O.JOHN TKACZYK

Requisition Total 57,858.00

Req. Date: 03/19/2012
Requested By: FMCPHERSON
Buyer Id:

Approved By:  3/19/12

This Is Not A Purchase Order

JERSEY CITY POLICE DEPARTMENT

DEPARTMENT REQUISITION

Date: February 27th, 2012

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

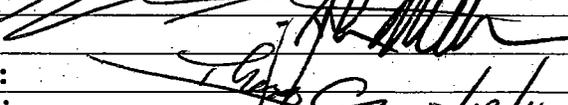
Computer Unit – JCPSCC, 73-85 Bishop Street

Item No.	Quantity:	Article:	Remarks/Price:
1	1	Renewal of LAN Hradware, NCIC 2000, Facial Recognition Maintenance And Support Contract	
		Total:	\$222,173.00
		Vendor:	
		G.T.B.M., Inc.	
		351 Paterson Avenue	
		East Rutherford, NJ 07073	
		(201) 935-5090	

Comments: Maintenance and support contract on Facial Recognition system, All LAN Hardware, and NCIC 2000 systems

ANNUAL CONTRACT RENEWAL

Requested By: 

Approved By: 

Chief of Police:

Director of Police:  3/19/12



New Jersey State Contract #69834

**NCIC 2000/LAN/COMPUTER/PRINTER SERVICE
AGREEMENT BETWEEN**

JERSEY CITY POLICE DEPARTMENT

and

GOLD TYPE BUSINESS MACHINES

THIS SERVICE AGREEMENT ("Agreement") is made this 1st day of Jan 2012 by and between the Jersey City Police Department ("Customer") AND GOLD TYPE BUSINESS MACHINES ("GTBM") for service and support of Customer's NCIC 2000 terminals, Local Area Networks (LANs)/Computers and Printers.

1. SERVICES AND PROCESS

a) GTBM will provide Customer with maintenance and repair service for all terminals, computers, printers and communications devices used by Customer to connect to the New Jersey State Police for NCIC 2000 communication. These services will be provided 24/7/365 with a four (4) hour emergency response.

b) GTBM will provide all labor to meet Customer's needs for all other computer, LAN and printer maintenance and will provide 1 replacement drum and fuser per printer per year for up to 80 printers. GTBM will provide other necessary printer replacement parts that cost \$150 or less. These services will be provided during normal business hours, Monday through Friday from 8:30am to 5pm.

c) GTBM will provide support and maintenance of the ABC Card printer system. This service will be provided during normal business hours, Monday through Friday from 8:30am to 5pm with 24 hour response time.



- d) GTBM will provide support and maintenance of all SIMMS terminals throughout the department during normal business hours, Monday through Friday from 8:30am to 5pm.
- e) GTBM will support and maintain all newly acquired LAN equipment throughout the term of the service agreement.
- f) GTBM will provide maintenance and support for the Facial Recognition and Intercom systems throughout the term of this agreement.
- g) Customer shall notify GTBM of all service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. Afterhours support can be received by calling 201-681-0327 or by calling the Service Department and following the auto-attendant prompts.

2. CHARGES AND PAYMENTS

- a) Customer agrees to pay an annual fee of \$222,173.00 for the services on a Quarterly basis, in advance, for the period beginning Jan 1, 2012 and ending Dec 31th, 2012. Customer further agrees to pay for all parts required for printer repair which are in excess of \$150 which shall be billed to Customer on a quarterly basis.
- b) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance.

3. LIMITATION OF LIABILITY

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR



ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE A TERMINAL, COMPUTER, LAN DEVICE, PRINTER, A COMMUNICATIONS DEVICE DUE TO A FAILURE OF A THIRD PARTY VENDOR OR DISABLED INTERNET CONNECTIVITY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer then fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.

5. MISCELLANEOUS



a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.



6. ACCEPTANCE OF AGREEMENT

a) By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.

Exhibit A

Agreement Specifications

Agreement provides:

Labor for the following devices:

All NCIC 2000 terminals, computers, printers and communications devices

All printers throughout the department

All computers and LAN devices

ABC Card Printer System

SIMMS Terminals

Replacement Parts:

Up to 80 drums and fusers for printers

Any printer parts with that cost \$150 or less.



Maintenance and Support for:

Facial Recognition system

Intercom system

CITY OF JERSEY CITY

RESOLUTION:

VENDOR: *Gold Type Business Machines Inc*

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/TFO Review
A. Non-Collusion Affidavit properly notarized	<i>VC</i>	
B. Public Disclosure Statement	<i>VC</i>	
C. Mandatory Affirmative Action Language	<i>VC</i>	
D. Americans with Disabilities Act	<i>VC</i>	
E. Affirmative Action Compliance Notice	<i>VC</i>	
F. MWBE Questionnaire (2 copies)	<i>VC</i>	
G. Form AA302 – Employee Information Report <i>Cert 2-11-8</i>	<i>VC</i>	
H. Business Registration Certificate	N/A	Verified online ✓
I. Original signature(s) on all required forms.	<i>VC</i>	

NON COLLUSION AFFIDAVIT

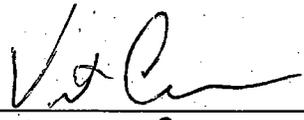
STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am Vincent Croner, CFO
Of the firm of Gold Type Business Machines Inc

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

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

(Signature of respondent) 
Print name Vincent Croner

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY December 1, 2011

NOTARY PUBLIC OF Monica K. Lewis
MY COMMISSION EXPIRES: Monica K. Lewis

an Attorney At-Law of the State of New Jersey
authorized to administer this oath pursuant
to NJSA 41:2-1

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 12/1/11 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Gold Type Business Machines Inc

Signed [Signature] Title: CFO

Print Name Vincent Crowe Date: 12/1/11

Subscribed and sworn before me
this 1 day of December 2011.

My Commission expires:

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

Monica K. Lewis
Monica K. Lewis
an Attorney-At-Law of the State of New Jersey
authorized to administer this oath pursuant
to NJSA 41:2-1

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

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/lfn/menu.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. 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 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."

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders. First row contains Richard Picotti and Patrick Collins.

Subscribed and sworn before me this 1 day of December 2011. Notary Public: Monica K. Lem's. Affiant: Vincent Cropper CFO.

an Attorney-at-law of the State of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

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

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

Part I - Vendor Affirmation

Machinery The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *Gold Type Business* ~~entity~~ *name of business* 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 12/11/11)* contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *City of Jersey City* ~~<name of entity of elected officials>~~ as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
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
<i>Richard Picotti</i>	<i>71 Ridge Rd, Rutherford NJ 07070</i>
<i>Patrick Collins</i>	<i>700 Apple Ridge Rd, Franklin Lakes, NJ 07417</i>

Part 3 - Signature and Attestation:

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

Name of Business Entity: *Gold Type Business Machinery Inc*

Signature of Affiant: *[Signature]* Title: *CFO*

Printed Name of Affiant: *Vincent E. Pomeroy* Date: *12/11/11*

Subscribed and sworn before me this *1* day of *December*, 2011 *Monica K. Lewis*

My Commission expires: *Monica K. Lewis*

an Attorney-at-law of the State

[Signature]
(Witnessed or attested by)

(Seal)

of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1

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

City of Jersey City

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

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

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

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

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

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)

**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

| Name            | Address                                     | % owned |
|-----------------|---------------------------------------------|---------|
| Richard Powell  | 71 Ridge Rd, Rutherford NJ 07070            | 82      |
| Patrick Collins | 280 Apple Ridge Rd, Franklin Lakes NJ 07417 | 18      |
|                 |                                             |         |
|                 |                                             |         |
|                 |                                             |         |

SIGNATURE :

*Vincent Crescenzo*  
Vincent Crescenzo

TITLE:

CRE

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

December 1 OF 2011

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF MY COMMISSION EXPIRES: 20 .

*Monica K. Lewis*  
Monica K. Lewis

an Attorney-at-law of the State of New Jersey authorized to administer this oath

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

pursuant to N.J.S.A. 41:2-1

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

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

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

Representative's Name/Title (Print): Ninnet Crowe CFO

Representative's Signature: [Handwritten Signature]

Name of Company: Gold Type Business Machines Inc

Tel. No.: 201-935-5090 Date: 12/1/14

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

The contractor and the City of Dursey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

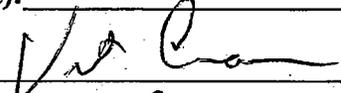
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Vincent Crews CFO

Representative's Signature: 

Name of Company: Gold Type Business Machines Inc.

Tel. No.: 201 935-5090 Date: 12/1/11

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

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

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Gold Type Business Machines Inc

SIGNATURE: Vincent Crowe DATE: 12/1/11

PRINT NAME: Vincent Crowe TITLE: CEO

**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: Gold Type Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-5090

Contact Name: Vin Cloven

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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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: Gold Type Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-0990

Contact Name: Vin Crown

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

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

**IMPORTANT:**

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate.

**If you have a current certificate of employee information report, do not complete this form.**

**Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

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

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

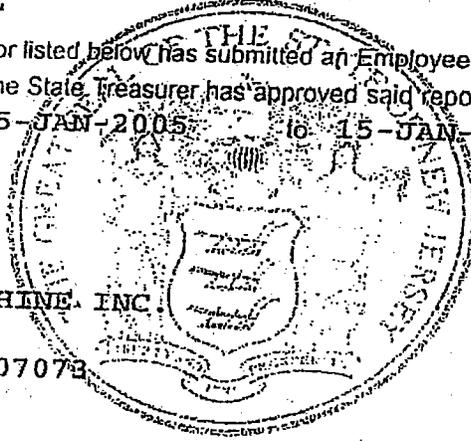
**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

Certification 24180

# 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. 17:27-11 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2005 to 15-JAN-2012



GOLD TYPE BUSINESS MACHINE, INC.  
351 PATERSON AVENUE  
EAST RUTHERFORD NJ 07073

*Bradley Abel*

State Treasurer

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

City Clerk File No. Res. 12-363

Agenda No. 10.S

Approved: MAY 09 2012



**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S WIRELESS NETWORK INFRASTRUCTURE SYSTEM WITHOUT PUBLIC BIDDING**

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

**WHEREAS**, the Police Department's existing software applications within Wireless Network Infrastructure (Including Disaster Recovery, CCTV Link, Internet Services, off Site Data storage) was created by G.T.B.M. Inc. and is a proprietary system that requires support and maintenance services; and

**WHEREAS**, the solution is integrated with the Department's existing infrastructure as developed by the vendor and ties to E-9-1-1, CAD, and all mission critical systems to enable the display and presentation of same

**WHEREAS**, G.T.B.M. Inc is the only vendor in New Jersey to successfully complete all certifications; and

**WHEREAS**, G.T.B.M. Inc has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2012 to December 31 2012) for the sum of One Hundred thirteen Thousand thirty-nine(\$113,039.00 Dollars; and

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

**WHEREAS**, funds in the amount of One Hundred Thirteen Thousand one Hundred thirty-Nine(\$113,039.00 Dollars are available in the current year 2012 budget Account No. 12-01-201-25-240-310; source of funding is from operating account.

**WHEREAS**, funds in the amount of \$56,519.50 are currently available in the temporary budget of Account No. 12-01-201-25-240-310; and

**WHEREAS**, the remaining funds of \$113,039.00 will be made available in the CY 2012 permanent budgets; and

**WHEREAS**, the award of this contract shall be subject to the appropriation of sufficient funds in the 2012 current year permanent budget; and

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

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

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

**WHEREAS**, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M 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 G.T.B.M from making any reportable contributions during the term of the contract; and

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

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S WIRELESS NETWORK INFRASTRUCTURE SYSTEM WITHOUT PUBLIC BIDDING**

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

1. A one (1) year contract is awarded to G.T.B.M. Inc in the amount of \$113,039.00 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M. Inc provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. 12-01-201-25-240-310.

ACCT# 12-01-201-25-240-310 P.O. 106287

\$56,519.50

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 5/9/12                                  |     |     |      |               |     |     |      |               |     |     |      |
| 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.

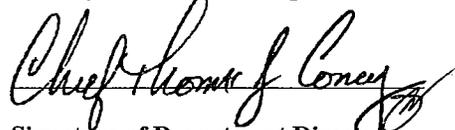
[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

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

1. **Full Title of Ordinance/Resolution/Cooperation Agreement :**  
RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M. INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S WIRELESS NETWORK INFRASTRUCTURE SYSTEM WITHOUT PUBLIC BIDDING
  
2. **Name and Title of Person Initiating Ordinance/Resolution :**  
THOMAS COMEY, DIRECTOR, DEPARTMENT OF POLICE
  
3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**  
THE SOLUTION IS INTEGRATED WITH THE DEPARTMENT'S EXISTING INFRASTRUCTURE AS DEVELOPED BY VENDOR AND TIES TO e-9-1-1, CAD
  
4. **Reasons (Need) for the Proposed Program, Project, etc.:**  
REQUIRED TO MAINTAIN AND SUPPORT OF THE EXISTING PROPRIETARY SYSTEM
  
5. **Anticipated Benefits to the Community:**  
INSURANCE AGAINST LOSING THE POLICE DEPARTMENT WIRELESS NETWORK SYSTEM
  
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.)**  
  
**ONE HUNDRED FIVE THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS (\$113,039.00).**
  
7. **Date Proposed Program or Project will Commence:**  
  
JANUARY 1, 2012
  
8. **Anticipated Completion Date:**  
  
DECEMBER 32, 2012
  
9. **Person Responsible for Coordinating Proposed Program/Project:**  
DEPUTY CHIEF RONALD SPROFERA, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

04/11/12  
Date

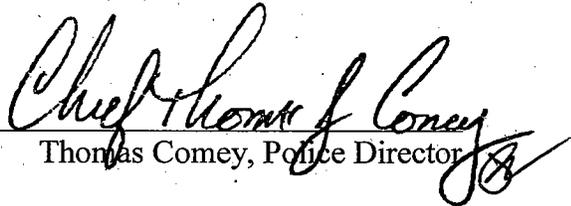
## DETERMINATION OF VALUE CERTIFICATION

Thomas Comey, of full age, hereby certifies as follows:

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc to provide the City with computer Wireless Network Infrastructure system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2012.
4. The amount of the contract is \$113,039.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

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

01/11/12

  
Thomas Comey, Police Director

# CITY OF JERSEY CITY

|                      |
|----------------------|
| <b>Requisition #</b> |
| 0157839              |

|                      |
|----------------------|
| <b>Assigned PO #</b> |
|                      |

**Vendor**  
GOLD TYPE BUSINESS MACHINE  
351 PATERSON AVENUE  
EAST RUTHERFORD NJ 07073

**Requisition**  
**Dept. Bill To**  
POLICE DEPARTMENT  
8 ERIE STREET  
JERSEY CITY NJ 07302

**Dept. Ship To**

GO237510

**Contact Info**  
D/C RONALD SPROFERA  
2015475308

| Quantity | UOM | Description          | Account       | Unit Price | Total     |
|----------|-----|----------------------|---------------|------------|-----------|
| 1.00     | EA  | SUPPORT& MAINTENANCE | 0120125240310 | 56,519.50  | 56,519.50 |

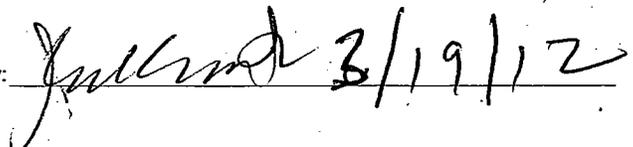
WIRELESS NETWORK INFRASTRUCTURE SUPPORT AND  
MAINTENANCE AGREEMENT (INCLUDING DISASTER RECOVERY  
CCTV LINK, INTERNET SERVICES, & OFF SITE DATE  
STORAGE)

TOTAL AMOUNT: \$ 113,039.00  
TEMPORARY AMOUNT: \$ 56,519.50

FOR:  
JCPD/SUPPORT SERVICE/COMPUTER UNIT  
73-85 BISHOP STREET  
J.C.NJ 07304  
PHONE# 201-547-5997  
CONTRACT PERSON: P.O. JOHN TKACZYK

**Requisition Total 56,519.50**

Req. Date: 04/04/2012  
Requested By: FMCIPHERSON  
Buyer Id:

Approved By:  3/19/12

**This Is Not A Purchase Order**





New Jersey State Contract #69834

**NETWORK INFRASTRUCTURE/DISASTER RECOVERY  
SERVICE AGREEMENT BETWEEN**

**JERSEY CITY POLICE DEPARTMENT**

**and**

**GOLD TYPE BUSINESS MACHINES**

THIS SERVICE AGREEMENT ("Agreement") is made this 1<sup>st</sup> day of Jan 2012 by and between the Jersey City Police Department ("Customer") AND GOLD TYPE BUSINESS MACHINES ("GTBM") for service and support of Customer's Wireless Network Infrastructure and Disaster Recovery needs.

**1. SERVICES AND PROCESS**

- a) GTBM will provide and maintain wireless communications links between Customer's CCT (Closed Circuit TV) Building, the 8 Erie Street facility, Jersey City Medical Center and various other police locations. GTBM will provide "hot swap" spare equipment should a link fail. Onsite service for wireless communications will be provided 24/7/365.
- b) GTBM will provide a remote Disaster Recovery site having a broadband backup connection of not less than 1.5MB with up to 25 wireless links and one main 54MB wireless connection available to the Customer. Disaster Recover site includes rack space for Customer's servers in a secure datacenter, all power and battery backup.
- c) Customer shall notify GTBM of all service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. Afterhours support can be received by calling 201-681-0327 or by calling the Service Department and following the auto-attendant prompts.

**2. CHARGES AND PAYMENTS**

- a) Customer agrees to pay an annual fee of \$113,039.00 for the services on a Quarterly basis, in advance, for the period beginning Jan 1, 2012 and ending Dec 31<sup>th</sup>, 2012. Any



Customer requested services to support the wireless network not specified herein shall be billed to Customer on a quarterly basis.

- b) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance.

### **3. LIMITATION OF LIABILITY**

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE WIRELESS COMMUNICATION SYSTEM, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **4. TERMINATION**

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer then fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.



**5. MISCELLANEOUS**a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

## **6. ACCEPTANCE OF AGREEMENT**

By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.



## **Exhibit A**

### **Agreement Specifications**

Agreement provides for:

Maintenance and Support for Wireless Communications from and to CCT, 8 Erie Street, Jersey City Medical Center and other police locations specified by the Customer.

A secure disaster recovery site with rack space for Customer's equipment, power, battery backup and sufficient bandwidth to serve the disaster recovery needs of Customer.

Replacement Parts:

Spare "Hot Swap" communication links

**CITY OF JERSEY CITY**

**RESOLUTION:**

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

**RESPONDENT'S CHECKLIST**

| Item                                                         | Respondent Initials | AA/EEO Review             |
|--------------------------------------------------------------|---------------------|---------------------------|
| A. Non-Collusion Affidavit properly notarized                | <i>VC</i>           |                           |
| B. Public Disclosure Statement                               | <i>VC</i>           |                           |
| C. Mandatory Affirmative Action Language                     | <i>VC</i>           |                           |
| D. Americans with Disabilities Act                           | <i>VC</i>           |                           |
| E. Affirmative Action Compliance Notice                      | <i>VC</i>           |                           |
| F. MWBE Questionnaire (2 copies)                             | <i>VC</i>           |                           |
| G. Form AA302 – Employee Information Report <i>Cert 2/18</i> | <i>VC</i>           |                           |
| H. Business Registration Certificate                         | N/A                 | Verified online <i>VC</i> |
| I. Original signature(s) on all required forms.              | <i>VC</i>           |                           |

NON COLLUSION AFFIDAVIT

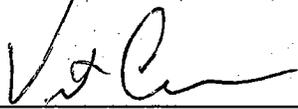
STATE OF NEW JERSEY

CITY OF JERSEY CITY ss:

I certify that I am Vincent Croner, CFO  
Of the firm of Gold Type Business Machines Inc

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

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

(Signature of respondent)   
Print name Vincent Croner

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY December 1, 2011

NOTARY PUBLIC OF Monica K. Lewis  
Monica K. Lewis

MY COMMISSION EXPIRES:  
an Attorney At-Law of the State of New Jersey  
authorized to administer this oath pursuant  
to NJSA 41:2-1

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 12/1/11 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Gold Type Business Machines Inc

Signed: [Signature] Title: CFO

Print Name: Vincent Croves Date: 10/1/11

Subscribed and sworn before me  
this 1 day of December 2011.  
My Commission expires:

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

Monica K. Lewis  
Monica K. Lewis  
an Attorney-At-Law of the State of New Jersey  
authorized to administer this oath pursuant  
to N.J.S.A. 17:27

\*\*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.

# 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 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."



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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc

[X] 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

[X] 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 2 columns (Name, Home Address) and 3 rows. Row 1: Richard Picalli, 71 Ridge Rd, Ruthersford, NJ 07070; Patrick Collins, 750 Apple Ridge Rd, Franklin Lakes, NJ 07417. Rows 2 and 3 are empty.

Subscribed and sworn before me this 1 day of December 2011. Notary Public: Monica K. Lewis. My Commission expires: an Attorney-at-law of the State of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1. Affiant: Vincent Cropper CFO.

Handwritten note: State of New Jersey authorized to administer this oath pursuant to NJSA 41:2-1

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

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

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

**Part I – Vendor Affirmation**

*Mach-Ting* The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *Gold Type Business* ~~has~~ 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 12/1/11 contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *City of Jersey City* <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund                  |
| 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

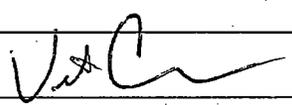
| Name of Stock or Shareholder | Home Address                                        |
|------------------------------|-----------------------------------------------------|
| <i>Richard Piccolli</i>      | <i>71 Ridge Rd, Rutherford NJ 07070</i>             |
| <i>Patrick Collins</i>       | <i>780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

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: *Gold Type Business Machines Inc*  
 Signature of Affiant: *Vincent E. Fomon* Title: *CFO*  
 Printed Name of Affiant: *Vincent E. Fomon* Date: *12/1/11*

Subscribed and sworn before me this *1* day of *December*, 2011 *Monica K. Lewis*  
 My Commission expires: *Monica K. Lewis*  
 an Attorney-at-law of the State  
 of New Jersey authorized to administer  
 this oath pursuant to NJSA 41:2-1

  
 (Witnessed or attested by)  
 \_\_\_\_\_  
 (Seal)

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

*City of Jersey City*

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)

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned
Richard Powell	71 Ridge Rd, Rutherford NJ 07070	82
Patrick Collins	780 Apple Ridge Rd, Franklin Lakes NJ 07417	18

SIGNATURE :

Vincent Crown

TITLE:

CFE

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY

December 1 OF 2011

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF MY COMMISSION EXPIRES: 20.

Monica K. Lewis
Monica K. Lewis

an Attorney-at-law of the State of New Jersey authorized to administer this oath

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

pursuant to N.J.S.A. 41:2-1

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

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

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

Representative's Name/Title (Print): Vincent Crowe CFO

Representative's Signature: [Signature]

Name of Company: Gold Type Business Machines Inc

Tel. No.: 201-935-5090 Date: 12/1/14

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

The contractor and the City of Osage 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. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

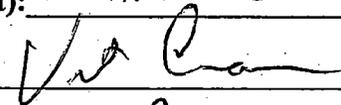
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Vincent Cronin CFO

Representative's Signature: 

Name of Company: Gold Type Business Machines Inc.

Tel. No.: 201 935-5090 Date: 12/1/11

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

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

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Gold Type Business Machines Inc

SIGNATURE: Vincent Croner DATE: 12/1/11

PRINT NAME: Vincent Croner TITLE: CFO

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: Gold Type Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-5090

Contact Name: Vin Cloven

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

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

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

Business Name: Gold Type Business Machines Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-0900

Contact Name: Vin Cronen

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

IMPORTANT:

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate.

If you have a current certificate of employee information report, do not complete this form.

Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

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

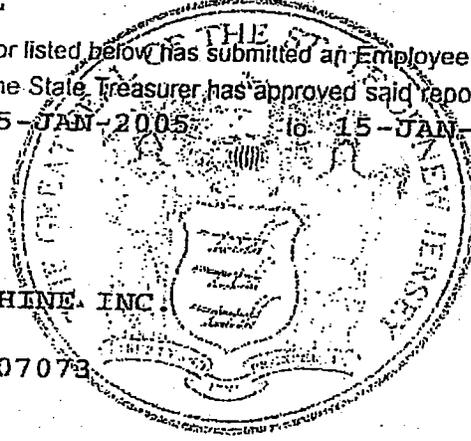
ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

Certification 24180

**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. 17:27-11 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2005** to **15-JAN-2012**



GOLD TYPE BUSINESS MACHINE, INC.
351 PATERSON AVENUE
EAST RUTHERFORD NJ 07073



Bradley Abela

State Treasurer

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

City Clerk File No. Res. 12-364

Agenda No. 10.T

Approved: _____

TITLE:



WITHDRAWN

**RESOLUTION AUTHORIZING MUNICIPAL SERVICES AGREEMENTS
WITH SOCIETY HILL AT JERSEY CITY CONDOMINIUM ASSOCIATION
I and II PURSUANT TO THE MUNICIPAL SERVICES ACT, N.J.S.A. 40:67-
23.1 ET SEQ.**

WHEREAS, the Municipal Services Act of 1991, N.J.S.A. 40:67-23.2, et seq., as amended by L. 1993, c.6 (the "Act") requires municipalities to provide municipal services to "qualified private communities" or reimburse such communities for the cost of services; and

WHEREAS, a qualified private community is defined in the Act as a condominium or cooperative community (but not an apartment building or garden apartment) which does not receive any tax abatements or tax exemptions; and

WHEREAS, the services required to be provided under the Act are snow and ice removal, street lighting, garbage collection and the collection of recyclable materials along streets and roads; and

WHEREAS, Society Hill at Jersey City Condominium Association I ("Society Hill I") and Society Hill II at Jersey City Condominium Association II ("Society Hill II") are qualified private communities under the Act; and

WHEREAS, the Business Administrator has negotiated and the Council approved agreements with the Condominium Association of Society Hill I and Society Hill II which requires the City provide services and reimburse Society Hill I and Society Hill II for the annual cost of snow removal, garbage removal and recycling and street lighting of qualified street light poles as defined in the Act; and

WHEREAS, the term "annual", as used in the Resolution and in the attached agreements refers to the City's calendar year beginning January 1 of each year and ending December 31 of the following year; and

WHEREAS, the Business Administrator recommended that agreements be approved authorizing provision of the above-mentioned services to and reimbursement of snow removal on qualified streets for Society Hill I, II and III at the following rates of: \$25,000.00 for 2" - 9" snowfall; \$27,000.00 10" - 19" snowfall; \$29,000.00 20" - 29" snowfall; and, \$32,000.00 - 30" and above snowfall; and

WHEREAS, in the event that one snowfall for a Calendar Year exceeds 30" or greater, requiring the Association to incur additional costs for snow removal, the Association is to request funding up to, but not exceeding \$5,000.00, which may be provided by the City, at its sole discretion, provided such amount is verifiable and necessary; and

WHEREAS, the City has been paying the full cost of street lighting, maintenance, wiring and other electrical services, but is limited by the Act to paying the cost of electricity only to qualified street poles as defined in the Act, the cost of electricity alone being determined by PSE&G; and

WHEREAS, the agreements for the provision of services and reimbursement thereof shall be in substantially the form of the Amended Qualified Private Community Services Agreement attached hereto.

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

TITLE:

RESOLUTION AUTHORIZING MUNICIPAL SERVICES AGREEMENTS WITH SOCIETY HILL AT JERSEY CITY CONDOMINIUM ASSOCIATION I and II PURSUANT TO THE MUNICIPAL SERVICES ACT, N.J.S.A. 40:67-23.1 ET SEQ.

1. The Mayor or Business Administrator be authorized to sign an agreement, in substantially the form attached hereto, with Society Hill I, II and III, authorizing municipal services and snow reimbursements for the 2012 Calendar Year and ensuing years, i.e. until terminated or modified pursuant to the terms of the agreement in the amount of \$25,000.00 for snowfalls of 2" - 9", \$27,000.00 for snowfalls of 10" - 19", \$29,000.00 for snowfalls of 20" - 29"; and \$32,000.00 for snowfalls of 30" and above; and
2. In the event that each individual snowfall for a Calendar Year exceeds 30" or greater requiring the Association to incur additional costs for the removal of snow, the Association may request funding up to, but not exceeding \$5,000.00, which may be provided by the City, at its sole discretion, provided such amount is verifiable and necessary.
3. Society Hill I and II will also agree, in the agreements to be signed (forms of such agreements which are attached hereto), to authorize the City to pay to PSE&G all Association bills for electrical services at the "bundled rate" (which includes electricity, light pole installation, wiring, maintenance and other such services to the poles) provided that the Association repays the City upon demand, for all "bundled" services except the cost of electricity alone which cost will be determined by PSE&G.
3. Pursuant to the Municipal Services Act, the agreement with each qualified private community shall be effective for the calendar year 2012 and continuing thereafter until earlier amended or terminated, as provided for in the agreements.

JDOD/jn
12-7-11

APPROVED: _____ APPROVED AS TO LEGAL FORM _____

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE				5/9/12			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				ARRO			
DONNELLY				IARDSON			
LOPEZ				NNAN, PRES			

✓ Indicates Vote

WITHDRAWN

N.V.-Not Voting (Abstain)

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

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

City Clerk File No. Res. 12-365

Agenda No. 10.U

Approved: MAY 09 2012

TITLE:



RESOLUTION AUTHORIZING A FOURTH AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT WITH THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

**COUNCIL
RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, Resolution 07-126 approved on February 14, 2007 awarded a professional services agreement in the amount of \$507,000.00 to The Goldstein Partnership (GP) for design and construction administration of the new West District Police Precinct; and

WHEREAS, this contract amount was subsequently increased by 3 additional change orders for additional services requested by the City which were not part of the original contract; and

WHEREAS, the additional services involved information technology infrastructure, expanded LEED consulting services, and compliance with the 2009 International Building Codes (IBC); and

WHEREAS, the additional change orders increased the total contract amount to \$856,592.35; and

WHEREAS, the basement slab waterproofing and drainage system designs must be revised to provide better protection for the basement level against water infiltration, due to the high water table condition encountered at the site; the slab waterproofing is being upgraded to a better product than originally specified; while the perimeter footing drainage system is being redesigned so as to be completely separate from the under slab drainage system; and

WHEREAS, these additional services are a change in the scope of work, and are necessary in order to provide the aforementioned requirements for the new building, and

WHEREAS, GP agrees to revise the perimeter footing drain design for a sum not to exceed four thousand five hundred dollars and 00/100 (\$4,500.00); and

WHEREAS, this change order increases the total contract amount to nine hundred one thousand ninety-two dollars and 35/100 (\$901,092.35)

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

WHEREAS, the funds are available for this expenditure from Capital Account

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-838-990	85349	\$4,500.00

TITLE:

RESOLUTION AUTHORIZING A FOURTH AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

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

- 1. a. The agreement with The Goldstein Partnership is amended to increase the contract amount by an additional **\$4,500.00**; and
- b. All other terms and conditions of the agreement shall remain in effect; and
- 2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.

Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-838-990 for payment of the above Resolution.

April 27, 2012

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											
5/9/12											
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. 12-366

Agenda No. 10.V

Approved: MAY 09 2012

TITLE:



RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6TH STREET EMBANKMENT

WHEREAS, the City of Jersey City approved a professional services agreement with Charles Montange, Esq. to provide legal services in connection with Conrail's abandonment of the 6th Street Embankment and to analyze Conrail's compliance with its obligation to offer the abandoned property to the City; and

WHEREAS, the Corporation Counsel determined that it was necessary to engage outside counsel to represent the City in this matter; and

WHEREAS, the agreement provided for an hourly fee of \$200 per hour; and

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

WHEREAS, because these matters continue to be litigated, additional services are required; and

WHEREAS, Charles Montange, Esq. has utilized \$84,912.75 of \$130,000.00, therefore, will be utilizing the remaining balance in the amount of \$45,087.25; and

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

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

WHEREAS, Charles Montange, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification; and

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

WHEREAS, in addition Charles Montange, Esq. has signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

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

1. An agreement is reauthorized to Charles Montange, Esq. for one year to represent the City of Jersey City in the 6th Street Embankment matter, for a total amount of the remaining balance from the previous contract in the amount of \$45,087.25 and the fee services shall remain at \$200.00 per hour and all other terms and conditions shall remain in effect.

TITLE:

RESOLUTION REAUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6TH STREET EMBANKMENT

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

3. A copy of this resolution shall be printed in a newspaper of general circulation.

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											
				5/9/12							
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

AGREEMENT

This Agreement dated the _____ day of _____, 2012 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Charles Montange, Esq., 426 NW 162nd Street, Seattle, Washington 98177. ("Special Counsel").

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

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services regarding Conrail's abandonment of the 6th Street Embankment. City acknowledges that Special Counsel is not a member of the New Jersey Bar, and that City shall furnish at City's cost counsel who is a member of the New Jersey Bar promptly to address all questions of New Jersey law raised in, or necessary for the resolution of, any proceeding or activity undertaken to accomplish the goal set forth in this Memorandum. Jersey City acknowledges that Special Counsel from time to time may represent other clients favoring preservation of the 6th Street Embankment and consents to such joint representation.

Affidavit of Services

Special Counsel shall submit a monthly certification of services to the Corporation Counsel. The certification shall specify in detail the services rendered and the time spent on those services all in accordance with N.J.S.A. 40A:5-16. The certification does not need to be notarized.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of \$200 per hour, including expenses for a total amount of the remaining balance from the previous contact not to exceed \$45,087.25.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit or certification of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made within thirty (30) days or receipt. A copy of the City's form of voucher is attached.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** including Lexis trans library charges, and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed twenty-five cents (\$.25) per page; and (ii) in the case of facsimile transmittal, the per page charge not to exceed fifty cents (\$.50) per page; charges for mileage and parking shall not be charged to the City. However, reasonable travel expenses may be allowed as required, if approved by the Business Administrator, in advance.

The City will provide **Special Counsel** with the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, etc., required in order to complete his work.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel**. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of Corporation Counsel or his designee.

New Jersey Business Registration Requirements

Special Counsel represents that as a sole practitioner from out of State, he has no business tax or employer obligations to the State of New Jersey. As such, he has agreed to request as such with the State of New Jersey by filing the attached P.L. 2004 or other appropriate form.

Special Provisions

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

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

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. Minority/Women Business Enterprise Questionnaire for Bidders, attached.
 - 2. An Affirmative Action Employee Information Report (form AA-302) (for

contracts which exceeds \$9,200).

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

Attest:

City of Jersey City

Robert Byrne
City Clerk

John Kelly
Business Administrator

WITNESS:

Charles Montange, Esq.

Charles Montange, Esq.

**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 Law Office of Charles H. Montange (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 Law Office of Charles H. Montange (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: Law Office of Charles H. Montange

Signed [Signature] Title: _____

Print Name Charles H. Montange Date: 23 April 2012

Subscribed and sworn before me
this 23 day of April, 2012.
My Commission expires:

[Signature]
Russ Johnson Notary Public
(Print name & title of affiant) (Corporate Seal)

May 17 2014



****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 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
Charles Montague	426 NW 162nd St, Seattle, WA 98107

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: Law Offices of Charles H. Montague
 Signed: [Signature] Title: _____
 Print Name: Charles H. Montague Date: 23 April 2012

Subscribed and sworn before me this 23 day of April, 2012.
 My Commission expires: May 17 2014
[Signature]
 Russ Johnson (Affiant)
 Notary Public
 (Print name & title of affiant) (Corporate Seal)



09/24/2008 11:30 FAX

001/008

City Clerk File No. Ord. 08-128

Agenda No. INITIATIVE PETITION 1st Reading

Agenda No. 4.A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-128

TITLE:

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

DEFINITIONS

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

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

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).

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. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006- for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
MONTANGE, CHARLES H

TRADE NAME:

ADDRESS:
426 NW 162ND ST
SEATTLE WA 98177
EFFECTIVE DATE:

SEQUENCE NUMBER:
1194366

ISSUANCE DATE:
11/20/07

11/22/05

James J. Fruscione

Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable.

It must be conspicuously displayed at above address.

REMOVE BLUE EDGES FIRST
DO NOT TEAR THIS STUB ALONG PERFORATION

State Treasurer

SEATTLE WA 98177
426 NW 162ND ST
LAW OFFICES OF CHARLES H MONTANGE



This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2009 to 15-AUG-2016

INITIAL
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 43764



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

May 2, 2012

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

**Re: Professional Services Agreements with Charles Montange, Esq. in the
Matter of Sixth Street Embankment**

Dear President and Council Members of the Municipal Council:

On the Agenda for the City Council's consideration is a Resolution reappointing Charles Montange, Esq. to represent the City in the above matter. We are renewing his contract because one year has expired and we are required to by law. Mr. Montange only utilized \$84,912.75 of \$130,000 which was previously authorized, so we are not seeking any additional funding authorization.

Very truly yours,


WILLIAM MATSIKOUDIS
CORPORATION COUNSEL

WM/igp

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

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

City Clerk File No. Res. 12-367
 Agenda No. 10.W
 Approved: MAY 09 2012
 TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),
 MADISON AVENUE FROM BRAMHALL AVENUE TO CLINTON AVENUE
 BEGINNING 11:00 A.M. AND ENDING 8:00 P.M., SATURDAY, AUGUST 25,
 2012 (RAIN DATE: SATURDAY, SEPTEMBER 1, 2012) AT THE REQUEST OF
 MADISON AVENUE BLOCK ASSN FOR THE PURPOSE OF A BLOCK PARTY**

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from the Madison Avenue Block Assn to close Madison Avenue from Bramhall Avenue to Clinton Avenue beginning 11:00 a.m. and ending 8:00 p.m. on Saturday, August 25, 2012 (Rain Date: Saturday, September 1, 2012) for the purpose of a Block Party; and

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

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

WHEREAS, the request to close Madison Avenue does not meet one or more of the requirements set forth in Sections 296-72(2) and 296-73(D) as the street closing will start earlier than what is permitted; and

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Madison Avenue from Bramhall Avenue to Clinton Avenue beginning 11:00 a.m. and ending 8:00 p.m. on Saturday, August 25, 2012, (Rain Date: Saturday, September 1, 2012).

APPROVED: [Signature]
 Municipal Engineer

APPROVED: [Signature] 4/25/12
 Director, Dept. of Public Works
 APPROVED AS TO LEGAL FORM
 APPROVED: [Signature]
 Business Administrator
 Corporation Counsel

CFL:pcl
 (04.25.12)

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/9/12							
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

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), Madison Avenue from Bramhall Avenue to Clinton Avenue beginning 11:00 a.m. and ending 8:00 p.m., Saturday, August 25, 2012 (rain date: Saturday, September 1, 2012) at the request of the Madison Avenue Block Assn for a Block Party.

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 Gregory Smith on behalf of the Madison Avenue Block Assn, 41 Madison Avenue, JCNJ 201.433.2659

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

Authorize the closing of Madison Avenue from Bramhall Avenue to Clinton Avenue beginning 11:00 a.m. and ending 8:00 p.m., Saturday, August 25, 2012 (rain date: Saturday, September 1, 2012)

4. Reasons (need) for the proposed program, project, ET
Block Party

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:

11:00 a.m., Saturday, August 25, 2012 (rain date: Saturday, September 1, 2012)

8. Anticipated completion date:

8:00 p.m. Saturday, August 25, 2012 (rain date: Saturday, September 1, 2012)

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

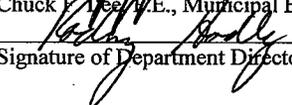
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4470

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 knowledge.



Chuck F. Klein, P.E., Municipal Engineer



Signature of Department Director

Date

8/25/12

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: MADISON AV from BRAMHALL AV to CLINTON AV

PURPOSE OF EVENT: block party

BEGINS: 11AM

ENDS: 8PM Saturday, August 25 (rain date Saturday, September 1), 2012

APPLICANT: Gregory Smith

ORGANIZATION : Madison Av Block Assn

ADDRESS: 41 Madison Av

CITY, STATE, ZIP: JC NJ 07304

PHONE #: 201.433.2659

BEING WAIVED: start time

30

32

CLINTON AV.

MONTICELLO AV.

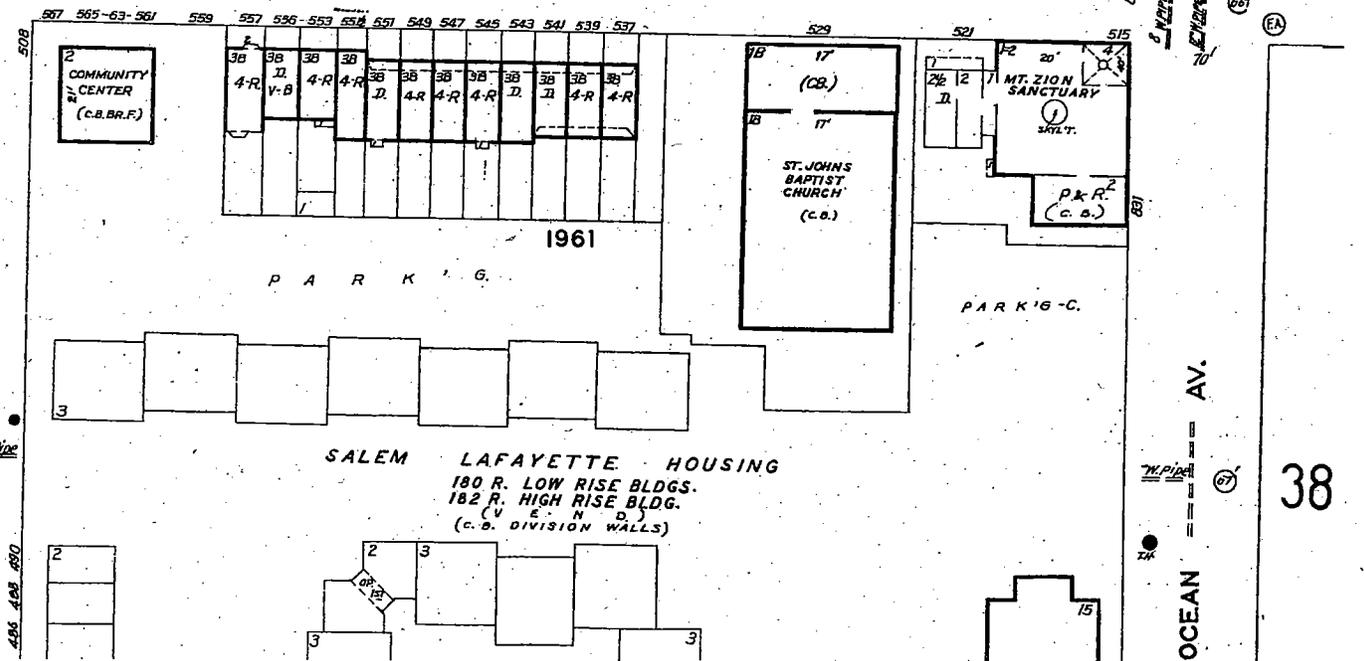
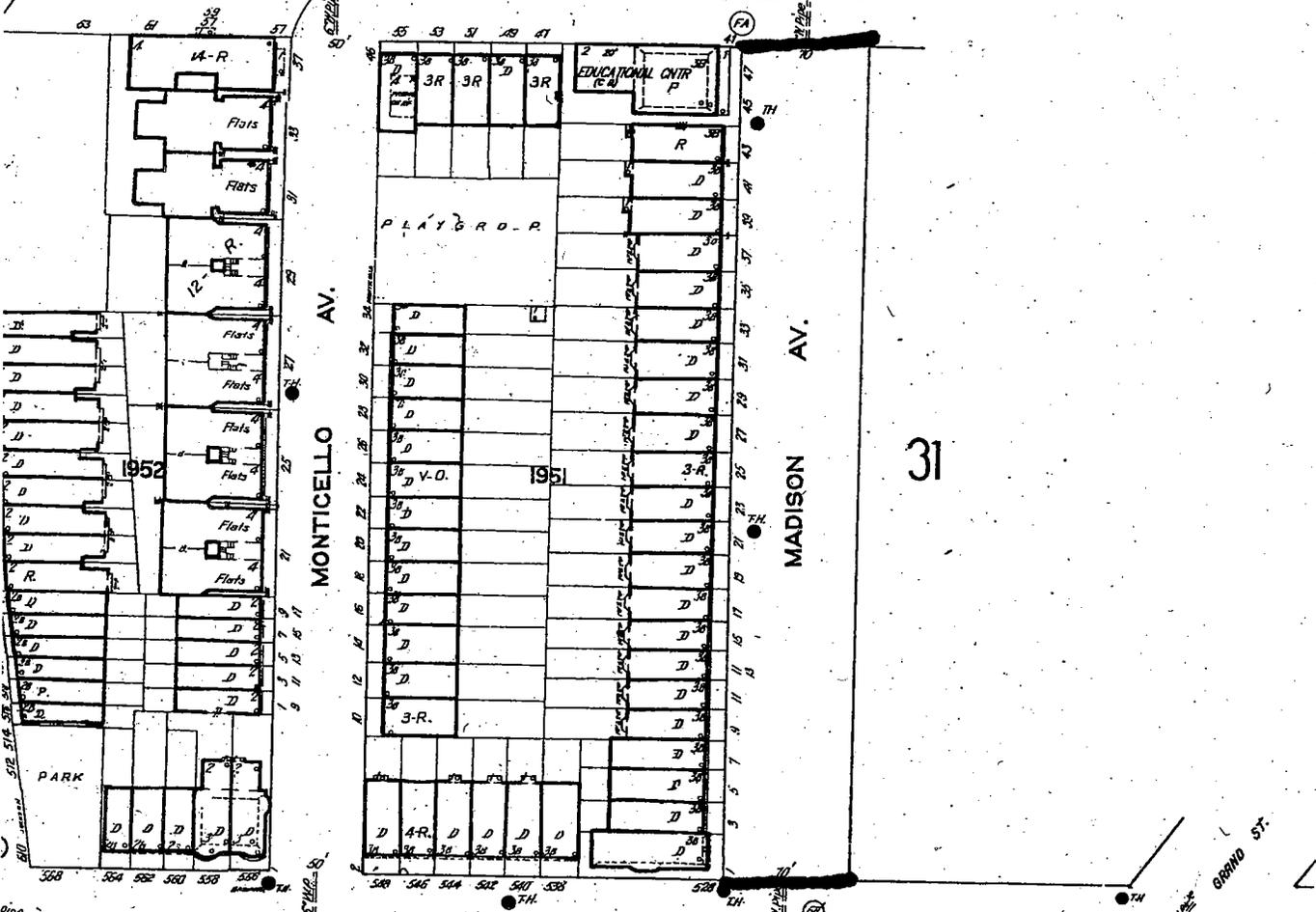
MADISON AV.

31

BRAMHALL AV.

OCEAN AV.

38



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

City Clerk File No. Res. 12-368

Agenda No. 10.X

Approved: MAY 09 2012

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SIXTH STREET FROM DIVISION STREET TO NEWARK AVENUE BEGINNING 1:00 P.M. AND ENDING 8:00 P.M., THURSDAY, JUNE 21, 2012 AT THE REQUEST OF FERRY ST BOYS FOR THE PURPOSE OF AN END OF SCHOOL YEAR CELEBRATION

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from the Ferry St Boys to close Sixth Street from Division Street to Newark Avenue beginning 1:00 p.m. and ending 8:00 p.m. on Thursday, June 21, 2012 for the purpose of an end of school year celebration; 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 296-72, and 296-73 be waived; and

WHEREAS, the request to close Sixth Street does not meet one or more of the requirements set forth in Sections 296-72(2) and 296-73(D) as the street closing is being held on a weekday; and

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Sixth Street from Division Street to Newark Avenue beginning 1:00 p.m. and ending 8:00 p.m. on Thursday, June 21, 2012.

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature] 4/23/12
Director, Dept. of Public Works

APPROVED: [Signature]
Business Administrator

CFL:pcl
(4/19/12)

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/9/12							
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

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), Sixth Street from Division Street to Newark Avenue beginning 1:00 p.m. and ending 8:00 p.m., Thursday, June 21, 2012 at the request of Ferry St Boys for the purpose of an end of school year celebration.

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 Patrick Healy, on behalf of Ferry St Boys, 374 Newark Avenue, JCNJ 201.222.2777

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

Authorize the closing of Sixth Street from Division Street to Newark Avenue beginning 1:00 p.m. and ending 8:00 p.m. for the purpose of an end of school year celebration.

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

End of school year celebration.

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:

1:00 p.m. Thursday, June 21, 2012

8. Anticipated completion date:

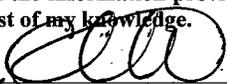
8:00 p.m. Thursday, June 21, 2012

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

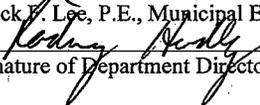
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4470

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 knowledge.



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



Signature of Department Director

4/20/12

Date

4/22/12

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: SIXTH ST from DIVISION ST to NEWARK AV

PURPOSE OF EVENT: end of school year celebration

BEGINS: 1PM

ENDS: 8PM Thursday, June 21, 2012

APPLICANT: Patrick Healy

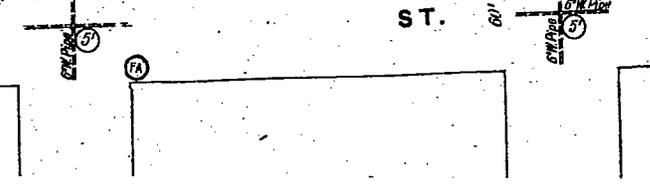
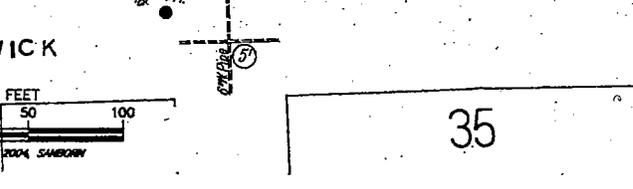
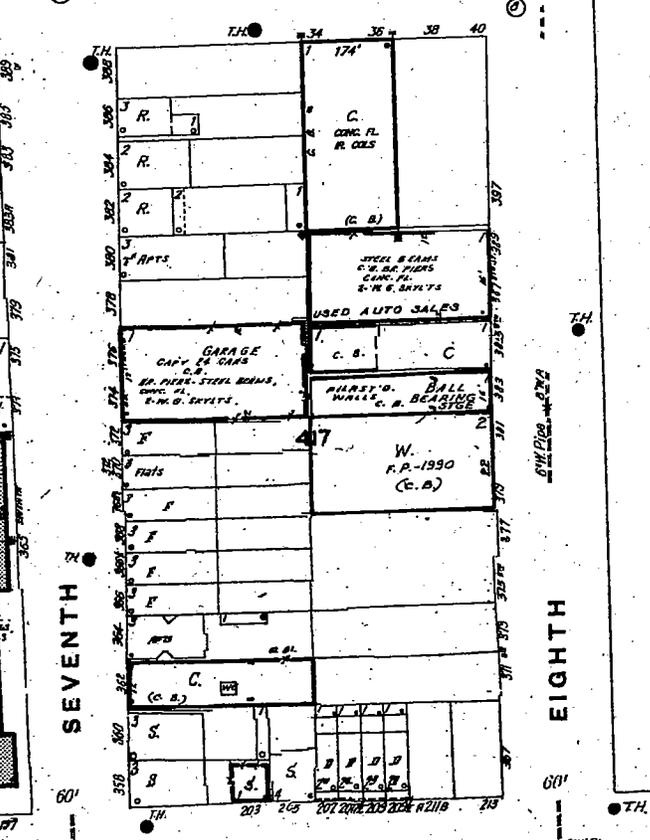
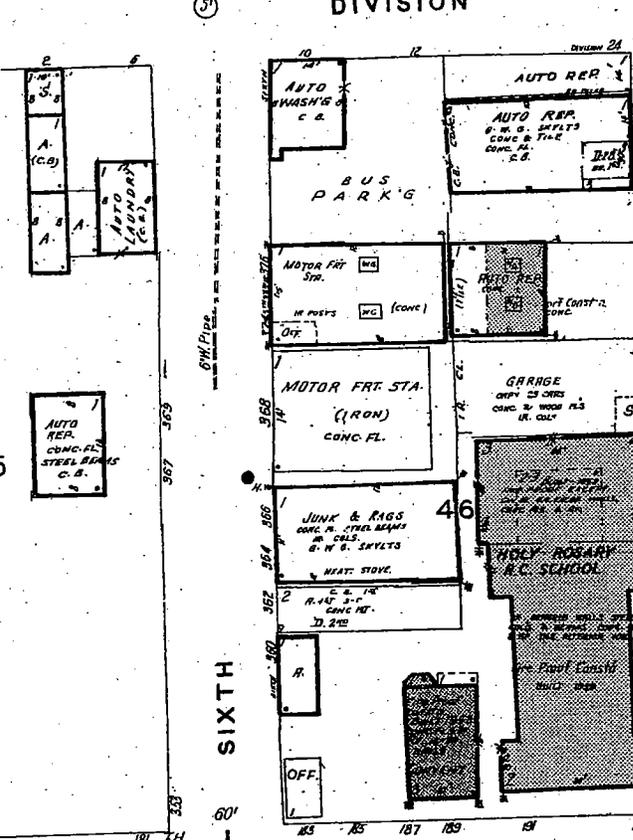
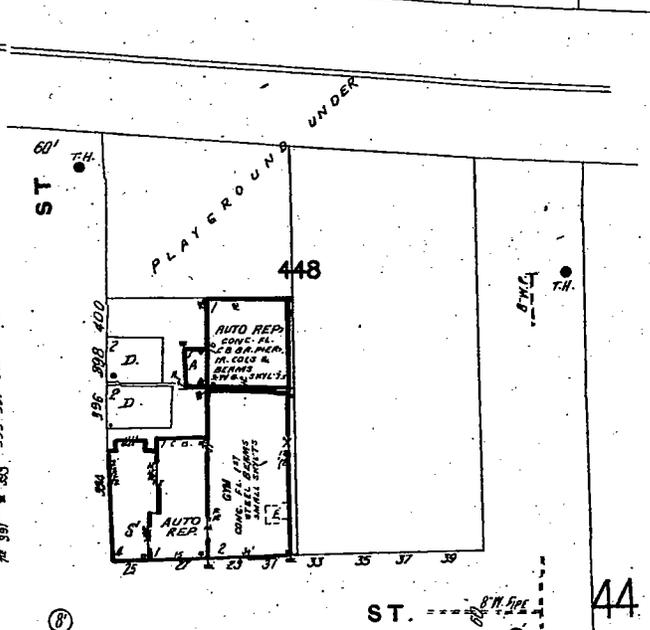
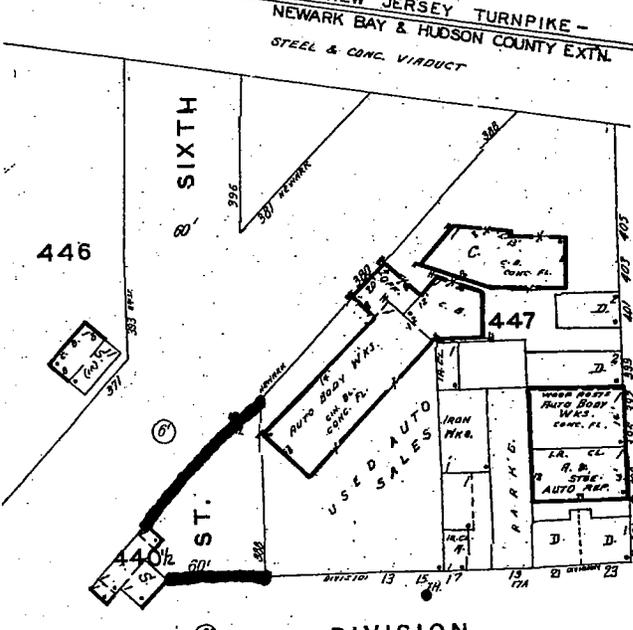
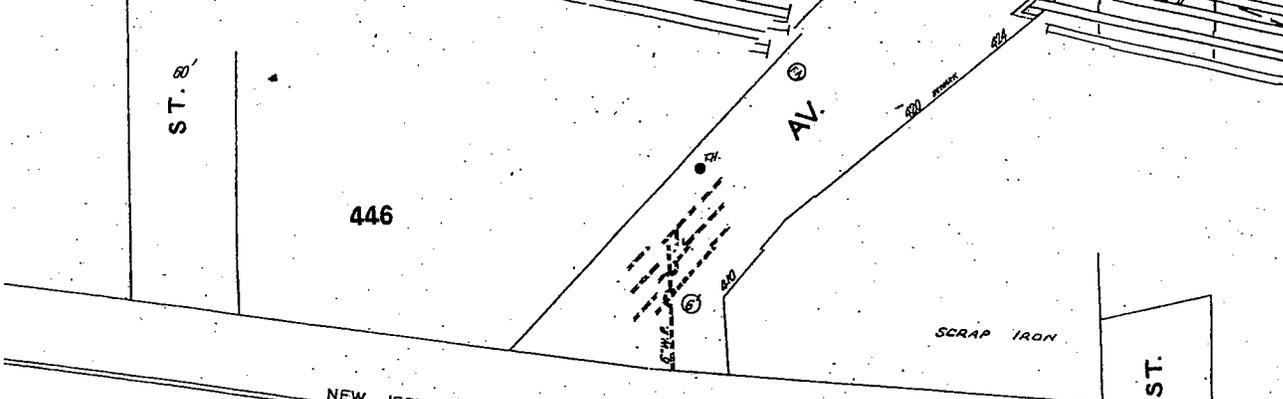
ORGANIZATION : Ferry St Boys

ADDRESS: 374 Newark Av

CITY, STATE, ZIP: JC NJ 07302

PHONE #: 201.222.2777

BEING WAIVED: day of week



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

City Clerk File No. Res. 12-369

Agenda No. 10.Y

Approved: MAY 09 2012

TITLE:



*Resolution Welcoming
United States Military Academy at West Point
Winning the Peace Class to the City of Jersey City*

WHEREAS, Jersey City is a multi-ethnic, multi-religious and multi-cultural community; and

WHEREAS, the cadets at United States Military Academy at West Point offers "Winning the Peace," a course which explores Jersey City and its varied ethnic communities as part of a cultural immersion field trip; and

WHEREAS, "Winning the Peace" is designed to teach cadets not military skills but the more political and social skill which may be need when deployed; and

WHEREAS, each year the cadets drive nearly two hours from the campus in Orange County, N.Y., to Jersey City in an effort to better understand different cultures, religious groups and the dynamics of building cross-cultural relationships.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby welcome and honor the following servicemen and servicewomen on the occasion of their visit to Jersey City. We commend their commitment to the United States.

Major Andrew Gallo
Major Paul Larson

Major Keith Benedict
Colonel Cindy Jebb

Cadet Adam Akridge
Cadet Michael Bliss
Cadet Charles Bradley
Cadet James Byrn
Cadet Steven Donovan
Cadet Nathaniel Freeland
Cadet Tyler Hash
Cadet Bennett Holcomb

Cadet Philip MacFarland
Cadet Jordan Reilly
Cadet Samuel Wharton
Cadet Byron Zajdel
Cadet Jonathan Batte
Cadet Hanson Causbie
Cadet Thomas Crosby
Cadet Matthew Howard

Cadet Megan Kelty
Cadet Ha Lee
Cadet Romedy Murr
Cadet David Shields
Cadet Daniel Sullivan
Cadet Brian Sutherland
Cadet Julius Yu

G:\WPDOCS\TOLONDA\RESOS\HONORING\military - Nidia Lopez.wpd

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											
				5/9/12							
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. 12-370
 Agenda No. 10.Z
 Approved: MAY 09 2012
 TITLE:



Resolution Honoring Major Keith Benedict

WHEREAS, Major Keith Benedict is a 2003 West Point graduate. He currently serves as an Instructor of International Relations at the United States Military Academy, having recently completed a tour of duty as a strategic analyst on General Mattis' personal staff at US Central Command in Tampa, FL. After receiving his commission in the infantry, Keith attended Oxford University on a Rhodes Scholarship, receiving a Masters of Philosophy in International Development Studies; and

WHEREAS, Major Keith Benedict then served in the 82nd Airborne Division, deploying to eastern Baghdad, Iraq, from January 2007 to March 2008 and again to Haiti in January 2010. MAJ Benedict served as a strategic advisor on General Petraeus' personal staff in Afghanistan from August 2010 to August 2011; and

WHEREAS, Major Benedict will teach International Relations in West Point's Department of Social Science upon completion of his current assignment; and

WHEREAS, Major Keith Benedict's awards include the Bronze Star Medal, the Defense Meritorious Service Medal, the Meritorious Service Medal, the Joint Service and Army Achievement Medals, the Iraq and Afghanistan Campaign Medals, the Armed Forces Service and Humanitarian Service Ribbons, the NATO Medal, the Combat Infantryman Badge, the Expert Infantryman Badge, Airborne and Air Assault Wings, and the Ranger Tab.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Major Keith Benedict. We appreciate his commitment to the United States of America.

G:\WPDOCS\TOLONDA\RESOS\HONORING\military - Nidia Lopez.wpd

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											
				5/9/12							
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. 12-371
 Agenda No. 10.Z.1
 Approved: MAY 09 2012
 TITLE:



Resolution Honoring Major Andrew Gallo

WHEREAS, Major Andrew Gallo was commissioned as a 2LT in the Infantry upon graduating from the United States Military Academy at West Point in 2000 where he earned a B.S. degree in Civil Engineering. After completing the Infantry Officer Basic Course and Ranger School at Fort Benning, GA, Andrew served in Korea in the 1-503rd IN REGT (AASLT) for 20 months where he was a Rifle Platoon Leader and a Rifle Company Executive Officer; and

WHEREAS, Major Gallo reported to the 10th Mountain Division in 2002, where he was assigned to 1-87 IN (L) and served as a Headquarters and Headquarters Company (HHC) Executive Officer. In July 2003, MAJ Gallo deployed to Afghanistan in support of Operation Enduring Freedom where he served for 10 months as a Battalion Logistics Officer at a small firebase in Paktika Province along Afghanistan's eastern border.; and

WHEREAS, Major Gallo completed the Infantry Officer's Advanced Course In 2004. he then, and served in 2-325 A.I.R., an Infantry Battalion in the 82nd Airborne Division at Fort Bragg, NC. After three months as an Assistant Brigade Operation's Officer, MAJ Gallo took command of Charlie Company, 2-325 A.I.R. and deployed shortly thereafter in September 2005 to Tala'afar, Iraq in support of Operation Iraqi Freedom. In Tal'afar, MAJ Gallo's company conducted counterinsurgency operations and helped set the conditions for the Oct.2005 Iraqi Referendum Vote and the second Iraqi National Election a few months later; and

WHEREAS, Major Gallo reployed back to Fort Bragg and took command of a second Infantry Company in the same battalion. In January 2007, MAJ Gallo deployed again to Iraq as a Company Commander in the first Brigade of the "surge" in Baghdad. In Baghdad, Andrew planned, coordinated, and executed civil military operations for three months before the unit received a trained Civil Affairs Team. Responsible for the unit's Commander's Emergency Response Program (CERP), Andrew executed over \$800,000 worth of projects that were enormously important in building trust and fostering a positive relationship with local Iraqi citizens. He also developed a comprehensive force protection plan for two Combat Outposts and the first District Joint Security Station established in Sadr City; and

WHEREAS, Major Gallo changed command in Baghdad in June 2007 and reported to Princeton University for a two-year graduate degree program at the Woodrow Wilson School of Public and International Affairs. While at Princeton MAJ Gallo took courses in economics, statistics, defense policy, international relations, domestic policy, weapons of mass destruction, the Gulf, and state formation. He traveled to Italy and Liberia as part of a small team that provided recommendations to the United Nations on the training of civilian peacekeepers. Finally, he spent a summer working at the U.S. Mission to the United Nations (USUN) where he interned as a Political Advisor to the U.S. Ambassador; and

WHEREAS, Major Gallo graduated from Princeton in June 2009 with a Master's Degree in Public Affairs with a concentration in International Relations and reported to the Department of Social Sciences at West Point in July 2009 to serve as an instructor in the American Politics, Policy, & Strategy stem. He is currently an Assistant Professor at West Point where he teaches American Politics and Winning the Peace to cadets; and

WHEREAS, Major Gallo has been awarded the Bronze Star medal three times for outstanding service in combat.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Major Andrew Gallo. We appreciate his commitment to the United States of America.

G:\WPDOCSTOLONDA\RESOS\HONORING\military - Nidia Lopez.wpd

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											
				5/9/12							
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. 12-372
 Agenda No. 10.Z.2
 Approved: MAY 09 2012



TITLE:

Resolution Honoring Colonel Cindy R. Jebb

WHEREAS, Colonel Cindy R. Jebb is Professor and Deputy Head of the Department of Social Sciences. She teaches courses in Comparative Politics, International Security, Cultural Anthropology, Terrorism and Counterterrorism, and Officership. Colonel Jebb has served in numerous command and staff positions in the United States and overseas, to include tours with the 1st Armored Division, III Corps, and the National Security Agency. Before reporting to the United States Military Academy, she served as the Deputy Commander of the 704th Military Intelligence Brigade, which supported NSA; and

WHEREAS, Colonel Cindy R. Jebb served as USMA Fellow at the Naval War College (2000-2001), where she taught the graduate-level course on Strategy and Force Planning, and during 2006-2007, she served as a Visiting Fellow for the Pell Center. From 2006-2009, she served as co-chair for West Point=s Self-Study for the decennial Middle States Commission on Higher Education accreditation; and

WHEREAS, Colonel Cindy R. Jebb=s research focus has been in the area of human security, conducting field research in Chad, Niger, and Djibouti while deployed with the Center of Army Lessons Learned. During March 2008, she assisted Multinational Division-North in Iraq; during the summer of 2008, she conducted a human terrain team (HTT) study in Iraq to inform DoD and Congress on HTT effectiveness, and in December of 2009, she provided a quick-look assessment for NATO Training Mission-Afghanistan/Combined Security Transition Command-Afghanistan; and

WHEREAS, Colonel Cindy R. Jebb has authored/co-authored three books: Bridging the Gap: Ethnicity, Legitimacy, and State Alignment in the International System; Mapping Macedonia: Idea and Identity, co-authored with P.H. Liotta; and, The Fight for Legitimacy: Democracy Versus Terrorism, co-authored with P.H. Liotta, Thom Sherlock, and Ruth Beitler. A member of the Council on Foreign Relations, Colonel Jebb received a Ph.D. in Political Science from Duke University in 1997, a MA in Political Science from Duke in 1992, an MA in National Security and Strategic Studies from the Naval War College in 2000, and a BS from the United States Military Academy in 1982.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Colonel Cindy R. Jebb. We appreciate her commitment to the United States of America

G:\WPDOCS\TOLONDA\RESOS\HONORING\military - Nidia Lopez.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Council

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/9/12											
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. 12-373
 Agenda No. _____ 10.Z.3
 Approved: _____ MAY 09 2012



TITLE:

Resolution Honoring Major Paul Larson

WHEREAS, Major Paul Larson is a graduate of the Korbel School of International Studies at the University of Denver; and

WHEREAS, Major Paul Larson is an infantry officer, who is currently an instructor of International Relations and Comparative Politics in the Social Sciences Department at the United States Military Academy; and

WHEREAS, Major Paul Larson was recently selected to command an airborne rifle battalion. He has also served as the Operations Officer for the 1st Brigade Combat Team of the 82nd Airborne Division, a battalion operations officer and faithfully commanded two paratroop companies; and

WHEREAS, Major Larson has multiple tours in support of Operations Iraqi and Enduring Freedom. Additionally, he has served in peacekeeping missions in the Balkans and Egypt.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Major Paul Larson. We appreciate his commitment to the United States of America.

G:\WPDOCS\TOLONDA\RESOS\HONORING\military - Nidia Lopez.wpd

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											
5/9/12											
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. 12-374

Agenda No. 10.Z.4

Approved: MAY 09 2012

TITLE:



**RESOLUTION HONORING THE JERSEY CITY PARKS COALITION
FOR THEIR VOLUNTEER EFFORTS AND ACCOMPLISHMENTS WITH BIG DIG
AND BEING AWARDED WINNER OF USA WEEKEND'S 2012 MAKE A DIFFERENCE DAY**

WHEREAS, Mayor Jerramiah T. Healy and the Municipal Council are proud to honor the *Jersey City Parks Coalition* for being awarded one of three national *Make A Difference Day* awards for municipalities for the collaborative project known as the *BIG DIG*, and

WHEREAS, *Make A Difference Day* is an opportunity to encourage neighbors to help neighbors across the country through community volunteerism. Thirteen volunteer initiatives were recognized with the *2012 Make A Difference Day* awards at a ceremony in Washington, D.C. on April 19, 2012. *Make A Difference Day*, the nation's largest day of service, was created in 1992 by Gannett Co., Inc.'s USA WEEKEND magazine along with partners Newman's Own®, Inc. and Points of Light; and

WHEREAS, Jersey City's *BIG DIG*, a project conceived of and organized by the Jersey City Parks Coalition, was supported by an army of more than 600 volunteers from across the city, as well as the Mayor's Office, the Division of Parks & Forestry and the Division of Cultural Affairs. The winners were chosen from thousands of grassroots volunteer efforts that took place on October 22, 2011, *Make A Difference Day*; and

WHEREAS, all municipal parks have been used extensively as the economy has kept more residents and families local. However, the improvement and maintenance budgets for the Division of Parks & Forestry have been reduced and community groups have expressed more interest than ever before in developing community gardens enhancing the passive spaces within their parks; and

WHEREAS, The Jersey City Parks Coalition volunteers handled fundraising by reaching out to Jersey City's vast corporate community raising nearly \$15,000 to help cover the cost of the bulbs and gardening supplies. The Parks Coalition identified the parks, and the City prepared sites for digging and began promotion of the event through press releases, the website and Facebook page, as well as through other media. More than 600 volunteers participated in the planting, including members from other non-profits, school teachers and students, scouts, members of civic organizations and representatives from the corporate community; and

WHEREAS, the 18,000 tulip and daffodil bulbs planted across the city last October blossomed this spring beautifying Jersey City. This was the first citywide event for the Jersey City Parks Coalition although the Coalition has established Community Gardens in 10 of their 14 member parks groups.

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

1. We honor the *Jersey City Parks Coalition* for their work on the *BIG DIG* planting project and applaud the *Jersey City Parks Coalition* for winning the National *Make A Difference Day* award; and
2. All residents are strongly urged to support their communities and neighbors through active volunteer work.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *J. Tubelen*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/9/12							
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, 12-375

Agenda No. 10.Z.5

Approved: _____

TITLE:



RESOLUTION AUTHORIZING A CONTRACT AWARD TO CUSHMAN AND WAKEFIELD OF NJ, INC. FOR REAL ESTATE BROKER SERVICES WITHOUT PUBLIC BIDDING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, the City of Jersey City has a need for real estate broker services related to the occupancy and /or relocation of various City agencies in leased and currently owned properties, and

WHEREAS, N.J.S.A 40A:11-5 (1)(a)(ii) authorizes the City to award a contract without public advertising for bids if the contract is for unspecifiable extraordinary services; and

WHEREAS, the City has a need to award this contract pursuant to the statutorily permitted provisions of N.J.S.A.19:44A-20.4 *et seq*; and

WHEREAS, the Business Administrator has certified that these services qualify as Extraordinary Unspecifiable Services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:1 1-1 *et seq*; and

WHEREAS, Cushman and Wakefield of NJ has agreed to compensation by commissions to be paid by property owners and not by the City; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 *et seq.*, Cushman and Wakefield of NJ . has completed and submitted a Business Entity Disclosure Certification which certifies that Cushman and Wakefield of NJ 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 the Cushman and Wakefield of NJ . from making any reportable contributions through the term of the contract; and

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

WHEREAS, Cushman and Wakefield of NJ 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

WITHDRAWN

TITLE:

RESOLUTION AUTHORIZING A CONTRACT AWARD TO CUSHMAN AND WAKEFIELD OF NJ, INC. FOR REAL ESTATE BROKER SERVICES WITHOUT PUBLIC BIDDING

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

- 1) the said proposal of the aforementioned Cushman and Wakefield of NJ, Inc. be accepted and that a contract be awarded to said company and the City's Purchasing Agent is directed to have such a contract drawn up and executed;
- 2) subject to such modifications as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement
- 3) this contract is awarded without competitive bidding in accordance with N.J.S.A. 40A:11-5 (1)(a)(ii) of the Local Public Contracts Law because of the reasons stated in the certification attached hereto;
- 4) this contract is awarded pursuant to the statutorily permitted provisions of N.J.S.A.19:44A-20.4 *et seq.*
- 5) a notice of this contract shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award;
- 6) the resolution authorizing the award of this contract and contract itself shall be available for public inspection;
- 7) the award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A., 10:5-31 *et seq.*

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

COUNCILPERSON	AYE	NAY
SOTTOLANO		
DONNELLY		
LOPEZ		

WITHDRAWN

MASSEY

5/7/12				
COUNCILPERSON	AYE	NAY	N.V.	
LAVARRO				
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.

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO CUSHMAN AND WAKEFIELD OF NEW JERSEY AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE

DATE: April 30, 2012
TO: Municipal Council
FROM: John Kelly, Business Administrator
SUBJECT: Contract for providing real estate consulting services

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Cushman and Wakefield of New Jersey
Cost: None to City (paid by property owners)
Period: one (1) year
Purpose: provide advice concerning the purchase and/or leasing of real property

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A: 11-5(l)(a)(ii)). I do hereby certify as is follows:

1. Provide a clear description of the work to be done:

The City of Jersey City (City) needs to relocate some of its offices and consolidate other offices in order to improve the efficiency of delivering services to the public. The Consultant will assist/advise the City in office consolidation planning, site selection, market analysis, acquisition, and lease procurement.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The performance of the services requires a detailed knowledge of local commercial real estate market economic conditions that can only be acquired by participating in commercial transactions in the local market on a regular basis.

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:

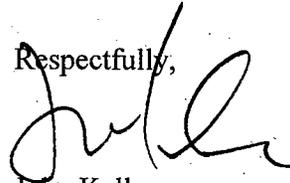
The performance of the services requires a blend of various fields of expertise including having a thorough knowledge and understanding of commercial leases, having good negotiating strategies and techniques and being able to assess the office requirements of a public sector client and locating suitable commercial office space that will satisfy those requirements.

4, Describe the informal solicitation of quotations:

Due to the accelerated process required to vacate 8 Erie Street for the JCRA and relocate agencies from 30 Montgomery, including the two reading requirement for lease ordinances, it was impracticable to solicit quotations or issue a Request for Qualifications.

5, I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.

Respectfully,

A handwritten signature in black ink, appearing to read 'John Kelly', written over the typed name.

John Kelly
Business Administrator

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

City Clerk File No. Res. 12-376

Agenda No. 10.Z.6

Approved: _____

TITLE: _____

WITHDRAWN



RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE CONSENT ORDER/SETTLEMENT AGREEMENT BETWEEN NEW GOLD EQUITIES CORP., BLDG MANAGEMENT CO., INC., AND THE CITY OF JERSEY CITY, ET. AL.

COUNCIL as a whole offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City, New Gold Equities Corp. and BLDG Management Co., Inc., are parties to that certain Consent Order for Consolidation of State Actions Final Settlement, Injunction, and Dismissal of all Actions with Prejudice, Case 2:05-cv-03561-DRD-SDW(USDNJ) and Docket No. HUD-L-4995-04 (NJ Sup. Ct.) filed July 13, and July 21, 2006 ("the Consent Order"), pursuant to which the parties settled, inter alia, all matters relating to development of 110 First Street, Jersey City, New Jersey; and

WHEREAS, an Amended Settlement Consent Order was entered into by the parties on February 9, 2009 to provide such needed subsidy for a project of the Jersey City Redevelopment Agency ("JCRA") known as Summit Heights; and

WHEREAS, as a result of that Amendment, 110 First Street Urban Renewal Associates, LLC ("110 First Street URA") formerly known as Athena BLDG 110 Urban Renewal, LLC (Athena BLDG) agreed, in fulfillment of its affordable housing obligation, to set aside 25 units on-site as Affordable Dwelling Units ("ADU") and in addition pay \$2,500,000 to subsidize Choice Program Units off-site in the project known as Summit Heights; and

WHEREAS, on or about June 2008, 110 First Street URA fulfilled its obligation to subsidize the Summit Heights Choice Program Units and paid \$2,500,000; and

WHEREAS, as a result of the severe recession which plunged the real estate market into a major crisis, construction of the 110 First Street Project never commenced; and

WHEREAS, as a means of restarting the project, 110 First Street URA has agreed, in lieu of providing 25 ADU's on-site, to pay an additional contribution to the Affordable Housing Trust Fund in the amount of \$2,500,000, representing a substantial increase in the contribution which would have been otherwise due should the units remain on site, and to pay the City an additional sum of \$240,000 representing the accrued interest due, had the Prepayment been paid; and

WHEREAS, recasting the on-site set-aside as a \$2,500,000 contribution will provide the City with greater flexibility to apply the funds where they can have the greatest and most immediate impact, while also taking steps to facilitate the project moving forward which will result in further economic benefit to the City; and

WHEREAS, paying the City \$240,000 to provide general tax relief; and

WHEREAS, the parties agree that in order to expedite the commencement of Project construction it is necessary to reset the term as the tax abatement granted for the Project pursuant to the June 17, 2008 Financial Agreement on the condition that construction is started within 180 days of the Amendment to the Settlement Consent Order, which will require an application to amend the tax exemption and approval by the adoption of an ordinance.

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

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE CONSENT ORDER/SETTLEMENT AGREEMENT BETWEEN NEW GOLD EQUITIES CORP., BLDG MANAGEMENT CO., INC., AND THE CITY OF JERSEY CITY, ET. AL.

1. The Mayor, Business Administrator and or Corporation Counsel are hereby authorized to execute: a) a Second Amended Consent Order for Settlement in the substantial form attached hereto as Exhibit A, subject to subject to such minor modification as the Business Administrator or the Corporation Counsel deems appropriate or necessary, and b) any other documents necessary to effectuate the purposes of this resolution and Consent Order.
2. This Resolution and the Amended Consent Order shall not take effect until the amendment to the tax exemption is approved by ordinance of the Council and construction has begun, all of which must occur on or before December 30, 2012.

WM/he
5/09/12

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE				5/9/12			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO							
DONNELLY							
LOPEZ							

✓ Indicates Vote

WITHDRAWN

N.V.-Not Voting (Abstain)

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

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

<p>NEW GOLD EQUITIES CORP., and BLDG MANAGEMENT CO., INC.</p> <p>Plaintiffs,</p> <p>v.</p> <p>CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, et als.</p> <p>Defendants</p>	<p>Index No.: 05-cv-03561-DRD-SDW</p> <p>Civil Action</p>
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SECOND AMENDMENT TO CONSENT ORDER FOR SETTLEMENT

<p>NEW GOLD EQUITIES CORP., and BLDG MANAGEMENT CO., INC.</p> <p>Plaintiffs</p> <p>v.</p> <p>CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, et als.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUDSON COUNTY</p> <p>Docket No.: HUD-L-4995-04</p> <p>Civil Action</p>
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<p>NEW GOLD EQUITIES CORP., and BLDG MANAGEMENT CO., INC.</p> <p>Plaintiffs</p> <p>v.</p> <p>CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, et als.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUDSON COUNTY</p> <p>Docket No.: HUD-L-6105-04</p> <p>Civil Action</p>
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<p>NEW GOLD EQUITIES CORP., and BLDG MANAGEMENT CO., INC.</p> <p style="text-align: center;">Plaintiffs</p> <p>v.</p> <p>CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, et als.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUDSON COUNTY</p> <p>Docket No.: HUD-L-2625-05</p> <p style="text-align: center;">Civil Action</p>
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<p>NEW GOLD EQUITIES CORP., and BLDG MANAGEMENT CO., INC.</p> <p style="text-align: center;">Plaintiffs</p> <p>v.</p> <p>CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, et als.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUDSON COUNTY</p> <p>Docket No.: HUD-L-4296-05</p> <p style="text-align: center;">Civil Action</p>
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<p>NEW GOLD EQUITIES CORP., and BLDG MANAGEMENT CO., INC.</p> <p style="text-align: center;">Plaintiffs</p> <p>v.</p> <p>CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, et als.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUDSON COUNTY</p> <p>Docket No.: HUD-L-5179-05</p> <p style="text-align: center;">Civil Action</p>
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AFFORDABLE HOUSING

The Plaintiffs and City agree to the following amendments to the Consent Order and Settlement Agreement dated July 13, 2006 as amended by the Amendment to Consent Order for Settlement dated February 9, 2009 (collectively referred to as the "SCO") regarding Affordable Housing units.

1. Paragraph 27 and 28 of the SCO are amended to provide that Plaintiffs will have no obligation to incorporate Affordable Dwelling Units (ADU's) into the design of 110 First Street.
2. In consideration of the foregoing, and in addition to the \$2,500,000 contribution made by the Plaintiffs in 2008 to subsidize 45 units in the Summit Heights project, Plaintiffs shall contribute an additional \$2,500,000 to the Affordable Housing Trust Fund.
3. The Plaintiffs and the City agree that this additional \$2,500,000 contribution will satisfy all remaining affordable housing requirements resulting from the construction of 110 First Street.
4. This Amendment does not modify any remaining terms or conditions of the aforementioned Consent Order regarding Affordable Housing and is contingent upon the occurrence of both of the following events: 1) the adoption of an Ordinance by the City Council authorizing an amendment to the June 17, 2008 Financial Agreement on terms set forth in Paragraph 5 hereof and 2) the commencement of the construction of the Project within 180 days of the last to

occur of 1) the execution of the Amended Financial Agreement and 2) the execution, filing and entry of the non-appealable Second Amendment to the SCO. In the event of the failure of either contingency, this Second Amendment to the SCO shall be void and of no effect and the Amendment to Consent Order for Settlement dated February 9, 2009 shall again govern in all respects, including but not limited to the requirement that Plaintiffs set aside 25 ADUs on-site.

5. Tax Abatement – The Plaintiff and City acknowledge that a long-term tax abatement was granted for the 110 First Street Project as documented by the Financial Agreement entered into by the City and Athena BLDG 110 Urban Renewal, LLC (predecessor to 110 First Street Urban Renewal Associates, LLC) dated June 17, 2008 (“2008 Financial Agreement”). By the terms of the 2008 Financial Agreement the abatement was granted for a term not to exceed 14 years from the date of tax abatement approval (May 28, 2008) or 10 years from the date of substantial completion, whichever occurs first. In addition, in connection with the tax abatement Plaintiffs entered into a Prepayment Agreement dated June 17, 2008 (“Prepayment Agreement”) obligating them to make a prepayment to the City in the amount of \$1,000,000 by June 2, 2009 and further providing that in the event the prepayment was not made, interest would begin to accrue on the outstanding balance beginning on June 2, 2008 at the rate of 8% per annum. In order to expedite the start of construction, the City and Plaintiffs agree that the Prepayment Agreement should be rescinded upon payment to the City of an additional \$240,000, and the 2008 Financial Agreement amended to reset the exemption term to commence upon approval of an ordinance amending the tax

exemption by the City Council and the 2008 Financial Agreement amended to 1) reset the abatement term to commence upon approval of the tax abatement amendment by the City Council and 2) to remove the requirement that Plaintiffs set aside 25 ADU's on-site ("Amended Financial Agreement"); provided however that in the event the Plaintiffs fail to begin construction of the Project within 180 days of the last to occur of 1) the execution of the Amended Financial Agreement and 2) the execution, filing and entry of the non-appealable this Second Amendment to the SCO, the Amended Financial Agreement shall be void and of no effect and the terms of the tax abatement shall revert to all of those terms set forth in the 2008 Financial Agreement and Prepayment Agreement, including without limitation, 1) re-establishing the term of the abatement as commencing on May 28, 2008 (the date of adoption of Ordinance 08-074 approving the 2008 Financial Agreement); 2) re-establishing the obligation of the Plaintiffs to set aside 25 ADUs on-site and 3) obligating the Plaintiffs to comply with the Prepayment Agreement, including the obligation to pay interest as provided on the unpaid balance.

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

City Clerk File No. Res. 12-377
 Agenda No. 10.Z.7
 Approved: MAY 09 2012
 TITLE:



RESOLUTION HONORING ROBERT D. COTTER FOR HIS INDUCTION INTO THE AMERICAN INSTITUTE OF CERTIFIED PLANNERS COLLEGE OF FELLOWS FOR HIS CONTRIBUTIONS TO PROFESSIONAL PLANNING PRACTICE

WHEREAS, the City of Jersey City honors **Robert D. Cotter** for his induction into the American Institute of Certified Planners College of Fellows in recognition of his contributions to Professional Planning Practice; and

WHEREAS, election to the College of Fellows is one of the highest honors that the American Institute of Certified Planners, the professional institute of the American Planning Association, bestows upon a member. This honor recognizes the achievements of the **Mr. Cotter** as a model planner with significant contributions to planning and society. Fellowship invitation is rare and granted to planners who have been members of AICP and have achieved excellence in professional practice, teaching, mentoring and research or in public service and leadership; and

WHEREAS, **Mr. Cotter** inducted into the College of Fellows at the *2012 National Planning Conference* held in Los Angeles, CA on April 15, 2012. **Robert "Bob" Cotter** has guided the growth and development of Jersey City for more than 30 years. He has been the Director of City Planning for 25 years and his contributions to Jersey City have made a significant difference in shaping the urbanism of New Jersey, the fabric of Jersey City and the quality of life and lifestyle choices available within it; and

WHEREAS, over his distinguished career, **Mr. Cotter** has demonstrated measurable achievements in: exceptional and sustained leadership, resulting in a definable change for Jersey City and its residents; overseeing projects that have re-built neighborhoods and affected people's lives in positive ways; professional notoriety for his innovation and excellence in creating redevelopment plans and consensus for their adoption; sharing his experience with planning colleagues throughout New Jersey as a volunteer for NJAPA; and as a guest speaker and panelist for educational and professional planning and development forums here and abroad; and

WHEREAS, his presence is felt throughout New Jersey, as a leader in redevelopment and also as an advocate for open space and sustainable land use practices. He fought to make Jersey City and the region more accessible through upgrades and expansion of mass transit and campaigned relentlessly for increased open space and recreational opportunities; and

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

- 1) **Robert D. Cotter**, City Planning Director, on the occasion of his induction into the American Institute of Certified Planners College of Fellows.
- 2) And gratefully acknowledge **Robert D. Cotter** for his continued dedication to the advancement of Jersey City and his tireless pursuit of sound planning and development practices for our City.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: [Signature]
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								5/9/12			
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. 12-378

Agenda No. 10.Z.8

Approved: MAY 09 2012

TITLE:



Resolution Honoring Detective Tori Carter For Her Outstanding Service to the Community

WHEREAS, Detective Tori Carter is a native of Jersey City and graduate of St. Anthony's High School. Her career in law enforcement began in 1996 at the Hudson County Juvenile Detention Center. In 2004, Officer Carter began her tenure at the Hudson County Sheriff's Office; and

WHEREAS, Officer Carter's empathy, professionalism, and rapport with patrons and staff, afforded her the distinguished designation of being chosen to work in the G.R.E.A.T (Gang Resistance Education and Training) program in conjunction with the Jersey City Police Department and the United States Marshalls. The G.R.E.A.T. program serves as a beacon of light to deter Jersey City youth from engaging in maladaptive behaviors. Officer Carter's legacy in this program reverberates to this day as she has served as an ambassador of positive change for more than 3 years and has mentored, changed and graduated more than 4,000 Jersey City participants; and

WHEREAS, Officer Carter is steadfast in making a difference in the lives of Hudson County youth. In 2009, she facilitated a modeling program entitled "Little Delights" for female youth in Jersey City under the jurisdiction of P.A.L. (Police Activity League) and it was a success. The goal of that program was to equip young girls with self-esteem and self-confidence through modeling. She later invested her own money to create, Strike a Pose Modeling Studio and Social Graces, a program designed to instill confidence, garner leadership skills and teach manners. The program is trail blazing and the first of its kind in Jersey City; and

WHEREAS, Officer Carter had her first son at the age of 19. She knows firsthand the ravages of teen pregnancy. With the unconditional love of her parents, coupled with their guidance and support; Officer Carter was encouraged by her parents to never give up and to reach for the stars; and

WHEREAS, Officer Carter is an upstanding citizen and a role model worthy of emulation. Apart from being a community servant and a proactive citizen, Detective Carter is a devoted wife of 11 years and the mother of two respectful, conscientious sons. Her oldest son attends college and plays varsity football. Her youngest son is also a star football and basketball player; and

WHEREAS, Officer Carter is also a motivational speaker and a former model. Her interests include dancing, modeling and acting. She loves spending quality time with her family, attending her sons' football games and mentoring youth.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Detective Tori Carter for her outstanding service to the community. We extend our best wishes and makes public the appreciation and esteem she so richly deserves.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Detective Tori Carter - Viola Richardson.wpd

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								5/9/12			
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. 12-379

Agenda No. 10.Z.9

Approved: MAY 09 2012

TITLE:



Resolution Celebrating the 35th Anniversary of McNair Academic High School

WHEREAS, McNair Academic High School (MAHS), formerly known as Academic High School, was established in 1976 by the Jersey City Public Schools as a college preparatory magnet for highly motivated students. The school is noted for its wide selection of Advanced Placement (AP) Courses, in addition to a standard curriculum that contains courses at the Honors level. The McNair learning environment is geared towards cultivating student personal development, civic responsibility and intellectual excellence. McNair is a unique multi-cultural tapestry and this diversity is a major strength of our school. The students speak 23 first or second languages; and

WHEREAS, McNair has an internal visual and performing arts programs, but works closely with the Visual and Performing Arts program at the Henry Snyder High School, where McNair students may choose to apply into 4-year arts intensives and Rutgers University courses; and

WHEREAS, McNair's Science Research students compete at various levels of science fairs and competitions, such as Hudson County Science Fair, Junior Science and Humanities Competition, Siemens Westinghouse, and the Intel International Science and Engineering Fair; and

WHEREAS, McNair's Junior Reserve Officers' Training Corps (Junior ROTC) program (referred to as the Cougar Battalion) is the school's largest student-run program, and has received numerous honors throughout its existence. The drill team in the program is one of the best in the eastern region of the U.S., consistently placing in numerous events; and

WHEREAS, McNair earned the title of "Star School" during the 2004-05 school year by the New Jersey Department of Education—the highest honor that a New Jersey school can achieve. The school was ranked 27th place in Newsweek's May 22, 2007, issue listing the Top Public High Schools in the United States; the school was ranked in 15th in the 2005 rankings. McNair was ranked number two on the 2008 "Top 75 Public High Schools" ranking by New Jersey Monthly Magazine, having topped this list six times during its eleven years of inclusion. The U.S. Department of Education designated McNair Academic a "No Child Left Behind" Blue Ribbon School during the 2008-2009 school year. The Blue Ribbon School Award of Excellence by the United States Department of Education, the highest award an American school can receive; and

WHEREAS, McNair was the second-highest ranked public high school in New Jersey out of 322 schools statewide in New Jersey Monthly magazine's September 2010 cover story on the state's Top Public High Schools, repeating the second-place rank it held in the magazine's 2008 report. US News and World Report "Gold Medal Schools" ranked McNair 43th in the nation in 2009-2010, up from 47th in 2008-2009. Newsweek's 2010 "100 Best High Schools in America" ranked McNair Academic 48th in the nation. In the 2011 "Ranking America's High Schools" issue by The Washington Post, the school was ranked 1st in New Jersey and 5th in the north east. McNair ranked #41 by Newsweek magazine and in 2012, McNair won the Hudson Mock Trial.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City proudly joins in the 35th anniversary celebration of McNair Academic High School. We applaud the efforts of the students, faculty and administrators who work hard to achieve such great success.

G:\WPDOC\STOLONDA\RESOS\SCHOOLS\McNair Academic High School - Viola Richardson.wpd

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											
5/9/12											
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 Byrnes

Robert Byrnes, City Clerk

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

City Clerk File No. Res: 12=380
 Agenda No. 10.Z.10
 Approved: MAY 09 2012
 TITLE:



Resolution of the Municipal Council of the Recognizing May as Asian/Pacific American Heritage Month

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

WHEREAS, the Asian American and Pacific Island community is an extremely diverse population, comprised of over 45 district ethnicities and over 100 language dialects; and

WHEREAS, the United States Census Bureau found that the Asian American population grew faster than any other racial or ethnic group over the last decade; and

WHEREAS, the Asian American population in Jersey City has grown from 16% in the 2000 Census to 24% in the 2010 Census; and

WHEREAS, the City of Jersey City recognizes that it is important to recognize the contributions of Asian Americans and Pacific Islanders who have added so much to the fabric of our Nation; and

WHEREAS, history was made in Jersey City when Rolando Lavarro was elected as Councilman-at-Large in the November 2011 General Election. Councilman Lavarro is the first Asian/Pacific American elected in the history of Jersey City; and

WHEREAS, it is fitting and proper to join the Congress of the United States to recognize the achievements, contributions, history and importance of Asian/Pacific American community in the United States.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City, does hereby recognize May as Asian/Pacific American Heritage Month.

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											
				5/9/12							
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. 12-381
 Agenda No. 10.Z.11
 Approved: MAY 09 2012



**TITLE: RESOLUTION OF CONTINUED SUPPORT FOR
 STERILE SYRINGE ACCESS PROGRAM
 ADMINISTERED BY THE HYACINTH AIDS FOUNDATION**

WHEREAS, the City of Jersey City ranks 3rd in the State of New Jersey in the number of reported HIV/AIDS cases; and

WHEREAS, the sharing of contaminated syringes is the leading cause of HIV/AIDS in Jersey City with 37 percent of HIV/AIDS infections to date caused by the sharing of contaminated syringes; and

WHEREAS, communities of color have been particularly affected, with 80 percent of individuals with HIV/AIDS infections in Jersey City being African American or Latino; and

WHEREAS, hepatitis C is a growing health crisis in New Jersey, with the sharing of contaminated syringes being the leading cause of transmission of the disease; and

WHEREAS, reputable government studies and numerous clinical studies have proven sterile syringe access programs to be effective in reducing the spread of HIV, hepatitis C, and other blood-borne diseases, without increasing drug abuse or other social harms; and

WHEREAS, every scientific, medical, and professional body to study the issue has concluded that sterile syringe access programs are effective in reducing the transmission of HIV/AIDS, including the American Medical Association, the American Public Health Association, the National Academy of Sciences, the National Institutes of Health Consensus Panel, the American Pediatric Association, and the United States Conference of Mayors; and

WHEREAS, studies of sterile syringe access programs have proven that these programs serve as a bridge to drug treatment and other social services for injection drug users, and save taxpayers money by reducing medical costs; and

WHEREAS, in 2006 the State of New Jersey enacted the *Blood-Borne Disease Harm Reduction Act* allowing municipalities to establish syringe access programs to reduce the spread of HIV/AIDS, hepatitis C and other blood-borne diseases; and

WHEREAS, the cities of Atlantic City, Camden, Jersey City, Newark and Paterson have each established successful syringe access programs; and

WHEREAS, in July 2007, the City Council of the City of Jersey City passed City Ordinance 07-129 establishing a syringe access program in Jersey City and City Ordinance 07-129 was approved by the Mayor; and

WHEREAS, the State of New Jersey Department of Health and Senior Services released an evaluation of New Jersey's municipal syringe access programs in January 2010 finding them to have been successful by all measures and finding no negative social impacts; and

WHEREAS, the syringe access program established by the City of Jersey City and operated by Hyacinth AIDS Foundation has made a positive contribution to the people of the City of Jersey City by reducing the risk of HIV/AIDS and hepatitis C; providing HIV testing; providing referrals to drug treatment, medical care and other social services.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey does express our support and appreciation to Hyacinth AIDS Foundation's Syringe Access Program.

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											
5/9/12											
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