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

City Clerk File No. Res. 14.038

Agenda No. 10.A

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING A REFUND/CREDIT OF $73,250 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEAL FILED BY ADAR 12, LLC

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, complaints were filed in the Tax Court of New Jersey challenging the real estate tax assessment as indicated on the attached Schedule A; and

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

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

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

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

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

These settlements will result in a refund and/or credit in the amount of $73,250.

MAM/mw
1-17-14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for
Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RES. 14.038 JAN 29 2014

SCHEDULE A - Dated January 17, 2014, Meeting January 29, 2014

Block	Lot	Qual	Tax Year	Taxpayer/ Owner	Property Address	Assessment	Settled Assessment	Assessment Reduction	Refund
21508	5		2012	Adar 12, LLC	200 Theodore Conrad Dr.	$5,000,000	$4,500,000	$500,000	$35,920
21508	5	T01	2012	Adar 12, LLC	200 Theodore Conrad Dr.	$ 75,000	$ 75,000	$ -0-	$ -0-
21508	5		2013	Adar 12, LLC	200 Theodore Conrad Dr.	$5,000,000	$4,500,000	$500,000	$37,330
21508	5	T01	2013	Adar 12, LLC	200 Theodore Conrad Dr.	$ 75,000	$ 75,000	$ -0-	$ -0-
								TOTAL	$73,250

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A REFUND/CREDIT OF $73,250 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEAL FILED BY ADAR 12, LLC

Initiator

Department/Division	Law	Law
Name/Title	Mary Ann Murphy	Assistant Corporation Counsel
Phone/email	201-547-4269	MaryannM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Adar 12, LLC, the owner of the property listed on the attached page. The refund results from an agreement that the assessment on the property fell outside the range permitted for the 2012 and 2013 tax years. The total tax dollar refund for this appeal is $73,250.

I certify that all the facts presented herein are accurate.

_____ _____

Signature of Department Director **Date**

CITY OF JERSEY CITY
Office of the City Assessor
280 Grove Street
Jersey City, New Jersey 07302

EDUARDO TOLOZA, CITY ASSESSOR

Telephone: (201) 547-5132
Fax: (201) 547-4949

MEMORANDUM

DATE: January 17, 2014

TO: Rolando Lavarro, Council President and Members of the City Council

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreement

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Adar 12, LLC, the owner of the property listed on the attached page. The refund results from an agreement that the assessment on the property fell outside the range permitted for the 2012 and 2013 tax years. The total tax dollar refund for this appeal is $73,250.

The subject property, a large industrial building on a 7+-acre lot, is located on Theodore Conrad Drive. Although the property was purchased for $12,000,000 in October of 2011, we still did the analysis that is done with all commercial property under appeal. Commercial property is valued by analyzing the income and expenses derived from the management of the property, comparing those numbers to those of similar types of properties to see if they represent the general market, and then arriving at a market value. The analysis of the subject led to a market value of $13,500,000. Since the appeals are for the 2012 and 2013 tax years, a fair assessment is determined by multiplying that market value by the 2012 ratio of 31.35% and the 2013 ratio of 32.72%. Since the current assessment exceeded the numbers derived from that calculation, a reduction was warranted.

I recommend this settlement as being in the best interests of the City.

ET/mm

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

City Clerk File No. Res. 14.039

Agenda No. 10.B

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING A REFUND/CREDIT OF $3,854.40 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEAL FILED BY 5 CORNER PLAZA, LLC

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, a complaint was filed in the Tax Court of New Jersey challenging the real estate tax assessment as indicated on the attached Schedule A; and

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

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

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

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

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

These settlements will result in a refund and/or credit in the amount of $3,854.40.

MAM/mw
1-16-14

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 1.29.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RES. 14.039

SCHEDULE A - Dated January 16, 2014, Meeting January 29, 2014

Block	Lot	Tax Year	Taxpayer/ Owner	Property Address	Assessment	Settled Assessment	Assessment Reduction	Refund
525	13.E*	2011	5 Corner Plaza, LLC	665 Newark Avenue	$555,000	$500,000	$55,000	$3,854.40

* Now Block 8001, Lot 1

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A REFUND/CREDIT OF $3,854.40 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEAL FILED BY 5 CORNER PLAZA, LLC

Initiator

Department/Division	Law	Law
Name/Title	Mary Ann Murphy	Assistant Corporation Counsel
Phone/email	201-547-4269	MaryannM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and 5 Corner Plaza, LLC, the owner of the property listed on the attached page. The refund results from an agreement that the assessment on the property fell outside the range permitted for the 2011 tax year. The total tax dollar refund for this appeal is $3,854.40.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

CITY OF JERSEY CITY
Office of the City Assessor
280 Grove Street
Jersey City, New Jersey 07302

MEMORANDUM

DATE: January 16, 2014

TO: Rolando Lavarro, Council President, and Members of the City Council

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreement

The attached resolution requests the Municipal Council to authorize a settlement agreement, which were negotiated between the Tax Assessor and 5 Corner Plaza, LLC, the owner of the property listed on the attached page. The refund results from an agreement that the assessment on the property fell outside the range permitted for the 2011 tax year. The total tax dollar refund for this appeal is $3,854.40.

The subject property, an office building with ground-floor commercial space, is located at Five Corners. Commercial property is valued by analyzing the income and expenses derived from the management of the property, comparing those numbers to those of similar types of properties to see if they represent the general market, and then arriving at a market value. Since the appeal is for the 2011 tax year, a fair assessment is determined by multiplying that market value by the 2011 ratio, 29.43%. Since the current assessment exceeded the number derived from that calculation, a reduction was warranted.

I recommend this settlement as being in the best interests of the City.

ET/mm

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

City Clerk File No. Res. 14.040

Agenda No. 10.C

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY NOT NEEDED FOR PUBLIC USE.

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

WHEREAS, the City of Jersey City (hereinafter referred to as the "City") is the owner of the following properties; and,

WHEREAS, said properties are not needed for public use; and,

WHEREAS, the City is authorizing to sell any such properties by public sale to the highest bidder pursuant to N.J.S.A. 40A:12-13 et seq; and,

WHEREAS, it is in the best interest of the City that a public auction be held for such properties;

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

1. The properties listed below are hereby offered for public sale to the highest bidder at no less than the minimum price set forth herein, subject to the conditions hereinafter as set forth in the terms and conditions of a contract of sale to be executed by the parties, at the **City Council Chambers, City Hall, 280 Grove Street, Jersey City, New Jersey on Thursday, March 6, 2014 at 10:00 A.M. Sharp.**

2. The sale shall be conducted by the Department of Administration, Real Estate Office of the City of Jersey City or by persons designated by the Business Administrator.

3. The sale shall be made subject to:
   (a) such state of facts which an accurate survey may disclose;
   (b) easements and restrictions of records, if any;
   (c) tenancies, leaseholds, and rights of persons in possession;
   (d) all federal, state, county and municipal laws, statutes, codes, ordinances, rules and regulations affecting the property, its use and occupation;
   (e) riparian rights or claims;
   (f) Certificate of Occupancy issued by the Division of Building.

5. The properties herein described, or any part thereof, are sold "as is" and without any representation or warranty, either expressed or implied, as to their present condition.
   (a) Prospective purchasers are put on notice that the City's records as to any code violations may not be accurate or up to date and the City expressly makes no representations as to such violations.
   (b) Purchasers will be given an opportunity to inspect the property prior to the auction to ascertain the condition of the property.
   (c) It shall not be grounds to nullify the contract of sale if the purchaser discovers or is notified of any code violations after the sale.

TITLE:

RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY NOT NEEDED FOR PUBLIC USE

6. In the event that the State of New Jersey or any upland owner shall have any rights or claims on the land being sold herein by reason of a riparian interest or otherwise are to be paid for and borne by the purchaser, in addition to the sale price which is bid for said property.

7. All prospective purchasers are put on notice to consult the Water and Sewerage Department for existing facilities.

8. The purchase price for such properties shall be paid by any of the following methods:
   (a) By payment to the City of Jersey City in cash, money order, bank check or certified check the full purchase price immediately after the conclusion of the bidding for a specific property.
   (b) By payment to the City of Jersey City immediately after the conclusion of the bidding for a specific property twenty (20%) percent of the minimum bid price by cash, money order, bank check or certified check.
   (c) The balance of the purchase price is to be paid by certified check, money order or bank check within two (2) months of the date of Confirmation of Sale.
   (d) If the purchaser fails to pay the balance of the purchase price within two (2) month time limit, the sale to the purchaser is automatically canceled and the deposit shall be forfeited.

9. Purchaser may at its option arrange for a report on title before closing. Within thirty (30) days after the confirmation of sale by the governing body, purchaser shall notify the City in writing of any defects of title which may render title unmarketable. Marketable title is defined herein to mean title which a title company authorized to do business in the State of New Jersey is willing to insure at regular rates. Upon confirmation of such notice, the City shall refund purchaser's entire purchase price without interest and neither party shall have any further obligation or claim under this contract. If the purchaser fails to notify the City in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.

10. Upon delivery of deed, the purchaser shall:

    a) Make all payments to the City for all real property taxes.
    b) Submit proof to the City that the deed to the property was recorded with the Register of Deeds and Mortgages at 257 Cornelison Avenue, Jersey City, New Jersey 07302 within thirty (30) days following the closing or delivery of the deed or the deed will be null and void and consideration paid forfeited to the City.

TITLE:

RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY NOT NEEDED FOR PUBLIC USE.

11. If purchaser fails to pay the purchase price when due or within a time as extended or fails to comply with any term of this contract, the Division of Real Estate may at its option rescind the contract or sue purchaser for any damages accruing or both. The City's failure to exercise any right or power arising out of purchaser's breach of this contract, shall not be deemed a waiver.

12. The highest bid shall be made subject to acceptance or rejection by the governing body, but the acceptance or rejection therefore shall be made not later than the second regular meeting of the governing body following the sale, and if the governing body shall fail or refuse to accept or reject the highest bid as afore said, the said bid shall be deemed to have been rejected. The City also reserves the right to reject all bids where the highest bid is not accepted upon notice to the highest bidder and hearing thereto.

13. **PLEASE TAKE NOTICE** that no employee, agent, officer body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval of the governing body of the City.

14. No commissions shall be paid to any agent, representative or broker or the successful purchaser of any of the properties listed for sale by the City.

15. The prices set forth as minimum herein are merely upset prices and do not Constitute market value or future assessments.

16. The City shall execute a Contract of Sale with any successful bidder upon Any additional terms and conditions which are necessary to effectuate the purposes herein and to secure the best interests of the City of Jersey City and its citizens, provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this resolution.

TITLE:

RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY NOT NEEDED FOR PUBLIC USE.

17. Additional Conditions of Sale.
    (a) No sale shall be made to any person nor shall said person be permitted to bid who, prior to such sale, has purchased the property being sold or any other property from the City and has breached any of the conditions and terms of the purchase of property from the City.
    (b) No person who was the previous owner of the property to be sold be permitted to bid for said property if the property was acquired by the City by reason of the non-payment of taxes or other municipal charges by such prior owner.
    (c) No person shall be permitted to bid for any property to be sold by the City if that person is delinquent in the payment of taxes or other municipal charges on any other property which such person shall own in the City.
    (d) No sale shall be made to any person who owns other property in the City regarding which properties there exists violations of the Property Maintenance Code and/or Uniform Construction Code, which violations have not been corrected at the time of the sale.

    (e) **PLEASE TAKE NOTICE** all bidders, whether they be the actual prospective purchasers or agents of or representatives of the actual prospective purchasers, shall submit an affidavit, under oath, setting forth the following:
        (i) That the actual purchaser is not a person who has previously breached a contract for the purchase of property from the City.
        (ii) That the actual prospective purchaser is not the former owner from whom the City acquired the property to be sold or any other property by reason of the non-payment of taxes or other municipal charges.
        (iii) That the actual prospective purchaser is not the owner of any other property in the City who is delinquent in the payment of taxes or other municipal charges on said other property.
        (iv) That the actual prospective purchaser is not the owner of any other properties in the City regarding which there exists Violations of the Property Maintenance Code and/of Uniform Construction Code, which violations have not been corrected at the time of the sale.

        (v) Such affidavit shall contain the address and block and lot numbers of all the properties the prospective purchaser owns in the City.

    (f) Such affidavit shall be submitted to the officer conducting the sale prior to the commencement of the public auction of the particular parcel in which the prospective bidder is interested. Failure to submit said affidavit shall disqualify a bidder from participating in the public auction.
    (g) No sale to the highest bidder shall be confirmed by the Municipal Council, in the event an investigation and/or inspection reveals that the purchaser is a person who falls within the categories listed in paragraph 19 sub-section (a) through (f).

RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPETY NOT NEEDED FOR PUBLIC USE.

(h) In the event a sale is confirmed by the Municipal Council and after the sale has been confirmed by the Municipal Council, it is discovered that the purchaser is a person who falls within the categories set forth in paragraph 19 sub-section (a) through (f) of this resolution, then the purchaser is placed on notice that the said confirmation of sale shall be rescinded by the Municipal Council.

18. The City of Jersey City conveys this property to buyer so long as buyer rehabilitates the property in compliance with the Uniform Construction Code and the Property Maintenance Code. The buyer shall demonstrate compliance with the Uniform Construction Code and Property Maintenance Code by obtaining a Certificate of Occupancy from the Construction Official. The Construction Oficial may issue a temporary Certificate of Occupancy for portions of the building provided such portions are in substantial Compliance with code standards. Securing a Temporary Certificate of Occupancy shall not however, constitute compliance with the condition of sale. Upon receiving a deed, listed below is the period of time in which a purchaser shall have to repair, alter and improve the property.

1 Unit Building – 360 Days (12 Months)
2-5 Unit Building – 450 Days (15 Months)
6 or More Units or Special Purpose Building – 540 Days (18 Months)

The City Council will not under any circumstances grant an extension of the rehabilitation period listed above.

19. **PLEASE TAKE NOTICE** the buyer shall not sell, convey or otherwise transfer the above described property until the buyer has rehabilitated the property in compliance with the other conditions of sale contained in the resolution. If the buyer (1) fails to make the required repairs within the time allotted in Paragraph 18, (2) sells or attempts to sell the property before making the required repairs, or (3) refuses access to City Officials seeking to inspect the property, title to the property shall automatically revert and become vested in the City of Jersey City. The City Council shall upon the buyer's completion of all the terms and conditions of sale adopt a resolution stating such fact and shall remove from the deed the restriction against alienation.

20. The City of Jersey City's right of reversion is hereby subordinated to the mortgage of the buyer's lender specifically as follows: A transfer of title to such mortgagee pursuant to the mortgage will not be considered a condition activating the City of Jersey City's right of reversion. The express intent being that prior to reversion of title to the City of Jersey City, the mortgagee shall have the right to assume the obligations and duties of buyer set forth in this deed including the buyer's duty to make the required repairs within the number of days as set forth in the Council resolution authorizing the sale of property at public auction. The assumption of the duties and obligations of the buyer by the mortgagee shall not extend the time period for completion of repairs. The mortgagee's right to assume the duties and obligations of the buyer shall arise upon a default under the mortgage and/or upon a default under the terms and conditions of the City Council resolution authorizing the sale of this property at public auction.

21. All offers to bid shall be in increments of no less than one thousand dollars ($1,000.00).

SEE RIDER ATTACHED

Continuation of Resolution _____ Pg. # 6

City Clerk File No. Res. 14.040

Agenda No. 10.C JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE SALE OF CITY-OWNED PROPERTY NOT NEEDED FOR PUBLIC USE.

VACANT LAND

THE FOLLOWING PROPERTIES ARE OFFERED FOR SALE UPON THE CONDITION THAT THE PURCHASER SHALL CLEAN AND GRADE THE LOT, REPAIR THE SIDEWALK IF NECESSARY, ERECT A FENCE AROUND THAT PART OF THE PERIMETER OF THE LOT WHICH FRONTS ANY PUBLIC STREET WITH A MINIMUM HEIGHT OF SIX (6) FEET, EXCEPT WHEN ACQUIRED BY AN ADJACENT PROPERTY OWNER IN WHICH CASE, THE HEIGHT SHALL BE THE SAME AS THE FENCING ON THEIR PROPERTY, BUT IN NO CASE LESS THAT THREE (3) FEET IN HEIGHT. (THESE PROPERTIES ARE NOT SUBJECT TO PARAGRAPH 19 IN THIS RESOLUTION.

BLOCK	LOT(S)	LOCATION	DESCRIPTION	SIZE	MINIMUM BID
14602	24, 25, 26	274-278 Duncan Ave.	Vacant Land	51.89x83.40	$35,000.00
21101	57	90 Virginia Ave	V/Land & Garage	108.17x108	$90,000.00
21402	13	249 Arlington Ave.	Land Locked	130.11x163.14	$ 5,000.00
23405	26	265 M.L.K. Drive	Vacant Land	37.45 x 93av.	$37,500.00
23502	1	250 M.L.K. Drive	Vacant Land	33.22 x100 av.	$33,000.00
24902	14	103-111 M.L.K. Drive	Vacant Land	75x100	$55,000.00
24902	15	101 M.L.K. Drive	Vacant Land	25x90	$20,000.00

BUILDINGS

THE FOLLOWING PROPERTIES ARE OFFERED FOR SALE WITH THE CONDITION THAT THE PURCHASER SHALL REPAIR, ALTER AND IMPROVE IN ACCORDANCE WITH PARAGRAPHS 18, 19 & 20 OF THE TERMS AND CONDITIONS OF SALE.

BLOCK	LOT(S)	LOCATION	DESCRIPTION	SIZE	MINIMUM BID
21401	30	175 Clerk Street	2S-BT-F	38.4x124	$50,000.00

Description Codes: S-Story, F-Frame, B-Brick, A-Asphalt, C-Cinder Block, BT- Basement, D-Dwelling, U-Unit, G-Garage, H-Heat.

Physical description of each property as set forth in this Land sale are for informational purposes only and the City of Jersey City will not be responsible for their accuracy.

APPROVED: Ann Marie Miller, Real Estate Manager

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY NOT NEEDED FOR PUBLIC USE.

Initiator

Department/Division	**Administration**	**Real Estate**
Name /Title	**Steve Miller**	**Confidential Assistant**
Phone/E-Mail	**(201) 206-9531**	**SteveM@jcnj.org**

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To generate revenue for the City and to place the properties back on the Tax Rolls.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date 1/21/14

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

City Clerk File No. Res. 14.041

Agenda No. 10.D

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE PAYMENT OF COMMON EXPENSES RELATING TO THE SEVEN (7) CITY-OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311 WASHINGTON STREET.

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

WHEREAS, as the result of a lawsuit, the City of Jersey City v. Washington Commons LLC, Doc. HUD L-1957-11 the City of Jersey became the owner of seven, (7) residential condominium units located at 311 Washington Street; and,

WHEREAS, the City presently intends to offer these units for sale; and,

WHEREAS, in accordance with N.J.S.A. 46:8B-15 and N.J.S.A. 46:8B-17, condominium unit owners are responsible for payment of its share of common expenses based upon the owner's undivided percentage interest in the common areas of the building as set forth in the master deed; and,

WHEREAS, the average estimated monthly installments due for ordinary common expenses for all of these seven (7) units is $4,536.06 a month or $54,432.72 a year; and

WHEREAS, the City will need to pay the condominium association common expenses for 2014 which will total $54,432.72; and

WHEREAS, pursuant to N.J.S.A 46:8B-219 (f) unpaid common area charges subject a unit to foreclosure in the same manner as a mortgage and the unit owner may be sued; and

WHEREAS, funds in the amount of $14,000.00 are available in the City's 2014 temporary budget in unclassified operating account # 01-201-31-432-304; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget.

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

1. The Mayor or Business Administrator is hereby authorized to pay the common expense charges for the seven (7) condominium units at 311 Washington Street in the amount of $4,536.06 per month or $54,432.72 per year;

2. Funds in the amount of $14,000.00 are available in the City's 2014 temporary budget in unclassified operating account #01-201-31-432-304;

3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.041

Agenda No. 10.D JAN 29 2014

TITLE:

RESOLUTION AUTHORIXING THE PAYMENT OF COMMON EXPENSE CHARGES RELATING TO THE SEVEN (7) CITY-OWNED RESIDENTIAL UNITS LOCATED AT 311 WASHINGTON STREET.

I Donna Mauer (Donna Mauer), Chief Financial Officer, certify that funds in the amount of $14,000.00 are available in Account #01-201-31-432-304 and the balance shall be made available to the Division of Real Estate in the City's permanent budget.

Requisition #0164807 P.O.# 112362 .

SM/pr

APPROVED: Ann Marie Milke, Real Estate Mang. APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

Joanne Monahan for Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Requisition #
0164807

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition

Assigned PO #
112362

Vendor
WASHINGTON COMMONS
CONDOMINIUM ASSOCIATION
311 WASHINGTON ST
JERSEY CITY NJ 07013
WA580339

Dept. Bill To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Dept. Ship To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Contact Info
PEGGY RAUSCH X5234
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RESOLUTION	01-201-31-432-304	14,000.00	14,000.00

THIS PURCHASE ORDER IS FOR ENCUMBRANCY
PURPOSES ONLY TO ESTABLISH FUNDING FOR
COMMON EXPENSES FOR 7 CONDO UNITS AT
311 WASHINGTON STREET
NAME OF CONTRACT: WASHINGTON COMMONS
TOTAL CONTRACT: $54,000.00
TEMPROARY ENCUMBRANCY: $14,000.00
TO COVER FROM 1/1/14 THRU 3/31/14
PAYMENTS WILL BE MADE FROM TIME TO TIME
ON PARTIAL PAYMENT VOUCHERS.

Requisition Total **14,000.00**

Req. Date: 01/15/2014
Requested By: PEGGYR
Buyer Id:

Approved By: _____

This Is Not A Purchase Order

WILLIAM C. MATSIKOUDIS
Corporation Counsel
City of Jersey City
City Hall - 280 Grove Street
Jersey City, New Jersey 07302
Telephone (201) 547-5229
Attorney for Plaintiff, City of Jersey City

20111004010074200 1/2
10/04/2011 10:12:06 AM DEEDMUN
Bk: 8813 Pg: 422
Willie L.Flood
Hudson County, Register of Deeds
Receipt No. 608246

SEP 07 2011

MARY K. COSTA

CITY OF JERSEY CITY Plaintiff v. WASHINGTON COMMONS, LLC Defendant	:	SUPERIOR COURT OF NEW JERSEY Law Division - Hudson County Docket No. HUD L-1957-11 *Civil Action* FINAL JUDGMENT AWARDING TITLE TO 7 CONDOMINIUM UNITS AT 311 WASHINGTON ST., JERSEY CITY NEW JERSEY

This matter having been the subject of a trial held as a summary proceeding on August 25, 2011, and William C. Matsikoudis, Corporation Counsel, attorney for the City of Jersey City, Judith D. O'Donnell, Assistant Corporation Counsel, appearing for the plaintiff, and Nicholas Buttafuoco, Esq. appearing for the defendant, and the matter being opposed, the Court having considered the evidence presented, the arguments of counsel and the Court having made findings of fact and for good cause shown,

IT IS on this 7th day of Sept., 2011 ORDERED as follows:

1. That the City is hereby awarded title to the second floor units A, B, C, D, E, F and G (the "Units") at 311 Washington Street, Jersey City, New Jersey

2. That pursuant to this Final Judgment, fee simple absolute title to the Units shall vest in the City of Jersey City October 7, 2011 unless defendant executes deeds for each Unit on or before that date.

3. That Defendant shall provide title insurance for the Units, as well as the Public Offering Statement for the condominium in which the Units are located, the survey certificates for each Unit and a copy of the recorded Master Deed..

4. That Defendant shall remove any liens or other encumbrances so that each

Unit shall have marketable title.

5. For each Unit, the Defendant shall also provide the City with Homeowner Warranties, Affidavits of Consideration, Seller's Residency Certification/Exemption form GIT/REP-3 (or any amendment thereto), 1099's and any other document required to legally convey condominium units in New Jersey.

6. Each Unit shall be fully completed with all areas needing repair, properly repaired, and in broom clean condition.

7. This Final Judgment shall be recordable by the Hudson County Register as title to the aforementioned Units in lieu of deeds, filed with the Clerk of the Superior Court of New Jersey and shall be considered for all purposes valid and transferrable fee simple title to the Units on the tax map of the City of Jersey City known as Block 106, Lot A.1, and identified above as the Units.

8. The Unit conveyance terms of this Final Judgment shall be stayed for 5 days from the date of the bench trial of August 25, 2011.

9. The Counterclaim is hereby dismissed.

10. The effective date of the this Final Judgment is the date of the bench trial, ie. August 25, 2011.

Mary K Costello

HON. MARY K. COSTELLO, JSC

Proposed form of order and two rounds of objections under Five Day Rule were received and considered.

of

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF COMMON EXPENSES RELATING TO THE SEVEN (7) CITY-OWNED RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311 WASHINGTON STREET.

Initiator

Department/Division	**Administration**	**Real Estate**
Name /Title	**Steve Miller**	**Confidential Assistant**
Phone/E-Mail	**(201) 206-9531**	**SteveM@jcnj.org**

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To avoid the foreclosure of the units so that the City can eventually sell them to generate revenue.

I certify that all the facts presented herein are accurate.

_____, _____,

Signature of Department Director **Date**

Requisition #
0164807

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #

Requisition

Vendor
WASHINGTON COMMONS
CONDOMINIUM ASSOCIATION
311 WASHINGTON ST
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Dept. Bill To
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MUNICIPAL COURT BUILDING
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Dept. Ship To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
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JERSEY CITY NJ 07306

Contact Info
PEGGY RAUSCH X5234
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
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PURPOSES ONLY TO ESTABLISH FUNDING FOR
COMMON EXPENSES FOR 7 CONDO UNITS AT
311 WASHINGTON STREET
NAME OF CONTRACT: WASHINGTON COMMONS
TOTAL CONTRACT: $54,000.00
TEMPROARY ENCUMBRANCY: $14,000.00
TO COVER FROM 1/1/14 THRU 3/31/14
PAYMENTS WILL BE MADE FROM TIME TO TIME
ON PARTIAL PAYMENT VOUCHERS.

Requisition Total **14,000.00**

Req. Date: 01/15/2014
Requested By: PEGGYR
Buyer Id:

Approved By:_____

This Is Not A Purchase Order

WILLIAM C. MATSIKOUDIS
Corporation Counsel
City of Jersey City
City Hall - 280 Grove Street
Jersey City, New Jersey 07302
Telephone (201) 547-5229
Attorney for Plaintiff, City of Jersey City

20111004010074200 1/2
10/04/2011 10:12:06 AM DEEDMUN
Bk: 8813 Pg: 422
Willie L.Flood
Hudson County, Register of Deeds
Receipt No. 608246

SEP 07 2011

MARY K. COPPS

SUPERIOR COURT OF NEW JERSEY
Law Division - Hudson County
Docket No. HUD L-1957-11

Civil Action

CITY OF JERSEY CITY

Plaintiff

v.

WASHINGTON COMMONS, LLC

Defendant

FINAL JUDGMENT AWARDING TITLE TO 7 CONDOMINIUM UNITS AT 311 WASHINGTON ST., JERSEY CITY NEW JERSEY

This matter having been the subject of a trial held as a summary proceeding on August 25, 2011, and William C. Matsikoudis, Corporation Counsel, attorney for the City of Jersey City, Judith D. O'Donnell, Assistant Corporation Counsel, appearing for the plaintiff, and Nicholas Buttafuoco, Esq. appearing for the defendant, and the matter being opposed, the Court having considered the evidence presented, the arguments of counsel and the Court having made findings of fact and for good cause shown,

IT IS on this 7th day of Sept., 2011 ORDERED as follows:

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2. That pursuant to this Final Judgment, fee simple absolute title to the Units shall vest in the City of Jersey City October 7, 2011 unless defendant executes deeds for each Unit on or before that date.

3. That Defendant shall provide title insurance for the Units, as well as the Public Offering Statement for the condominium in which the Units are located, the survey certificates for each Unit and a copy of the recorded Master Deed..

4. That Defendant shall remove any liens or other encumbrances so that each

Unit shall have marketable title.

5. For each Unit, the Defendant shall also provide the City with Homeowner Warranties, Affidavits of Consideration, Seller's Residency Certification/Exemption form GIT/REP-3 (or any amendment thereto), 1099's and any other document required to legally convey condominium units in New Jersey.

6. Each Unit shall be fully completed with all areas needing repair, properly repaired, and in broom clean condition.

7. This Final Judgment shall be recordable by the Hudson County Register as title to the aforementioned Units in lieu of deeds, filed with the Clerk of the Superior Court of New Jersey and shall be considered for all purposes valid and transferrable fee simple title to the Units on the tax map of the City of Jersey City known as Block 106, Lot A.1, and identified above as the Units.

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10. The effective date of the this Final Judgment is the date of the bench trial, ie. August 25, 2011.

Mary K Costello

HON. MARY K. COSTELLO, JSC

Proposed form of order and two rounds of objections under Five Day Rule were received and considered.

of

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

City Clerk File No. Res. 14.042

Agenda No. 10.E

Approved: JAN 29 2014

TITLE:

RESOLUTION (1) INTRODUCING AND APPROVING THE 2014 BUDGET OF THE JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 11-152** the City of Jersey City established the Jackson Hill Main Street Management Corporation Special Improvement District (JHMSMC) to be operated by the Jackson Hill Main Street Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A.40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

(1) the costs charged against municipal funds for general street maintenance;

(2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;

(3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to the specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of Jackson Hill Main Street Special Improvement District has submitted its 2013 fiscal year budget, January 1, 2014 – December 31, 2014 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2014 fiscal year budget, January 1, 2014 – December 31, 2014 of the Jackson Hill Main Street Special Improvement District, attached hereto as Exhibit A, was approved by the Jackson Hill Main Street Special Improvement District at its January 13, 2014 meeting:

2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.

3. The Tax Assessor is directed to do the following:

   (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and

   (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.

4. The City Clerk is directed to do the following:

   (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;

   (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;

   (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and

   (d) at least 10 days before the date of the scheduled hearing

      (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;

      (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and

      (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.

5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of January 1, 2014.

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 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

A Proud Past. On A New Journey.

JACKSON HILL
MAIN STREET

Jackson Hill Main Street Management Corporation
99 Monticello Avenue
Jersey City, NJ 07304

Office: 201.984.0560
Fax: 201.628.5698

www.JacksonHillMS.com

Resolution No. *2014-1-14*

RESOLUTION APPROVING THE 2013 FISCAL YEAR BUDGET OF THE JHMSMC

THE MEMBERS OF THE CORPORATION OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, pursuant to the By-Laws of the Jackson Hill Main Street Management Corporation (JHMSMC) and Ordinance 11-152 of Jersey City; and

WHEREAS, a meeting of the members of the corporation was held at 6:00PM on Monday, January 13, 2014 at the Mary McLeod Bethune Center (140 Martin Luther King Jr., Drive, Jersey City); and

WHEREAS, under Ordinance 11-152, "Members" of the District Management Corporation are defined as all commercial property and business owners within the district; and

WHEREAS, the agenda of the meeting included an introduction, discussion, and vote on the proposed budget for fiscal year 2014 equal to $379,700; and

WHEREAS, members of the corporation were notified and present; and

NOW, THEREFORE, BE IT RESOLVED by the Membership of the Jackson Hill Main Street Management Corporation that a majority of its members voting at the meeting held Monday, January 13, 2014 agree to the proposed budget describing the revenues and expenses of the JHMSMC equal to $379,700.00 for the fiscal year January 1, 2014 thru December 31, 2014.

PASSED and adopted on this 13h day of January 2014.

ATTEST: APPROVED:

JHMSMC Secretary JHMSMC President

Main Street New Jersey

Main Street
NATIONAL TRUST FOR HISTORIC PRESERVATION

JACKSON HILL MAIN STREET MANAGEMENT CORP /SID

9/17/2013

PROPOSED FISCAL YEAR BUDGET 2014

	2014 BUDGET	2013 BUDGET	ANNUALIZED 2013 ACTUALS	ANNUALIZED 2012 ACTUALS
REVENUES				
SID ASSESSMENT	$212,200.00	$212,200.00	**$212,200.00**	**$206,827.33**
UEZ GRANTS	$0.00	$50,000.00	**$90,000.00**	**$56,497.07**
				$300.00
TOTAL REVENUES	$212,200.00	$262,200.00	$302,200.00	$263,624.40
EXPENSES				
Administrative/Management				
Salaries/Benefits	$85,000.00	$82,500.00	**$85,100.00**	**$24,053.18**
Insurance	$2,500.00	$3,000.00	**$2,575.00**	**$653.72**
Legal	$3,000.00	$3,000.00	**$0.00**	**$0.00**
Rent	$14,400.00	$14,400.00	**$14,400.00**	**$14,400.00**
Repairs & Maintenance	$500.00	$500.00	**$0.00**	**$3,116.59**
Accounting/Audit	$6,500.00	$4,000.00	**$5,180.00**	**$3,500.00**
Utilities	$1,000.00	$700.00	**$945.00**	**$826.87**
Telephone/Internet	$2,100.00	$2,100.00	**$1,501.00**	**$1,032.98**
Postage	$600.00	$600.00	**$500.00**	**$160.00**
Office supplies/Equip	$2,600.00	$2,900.00	**$337.00**	**$1,429.23**
Computer Software	$600.00		**$0.00**	**$0.00**
Business Registration Fees				**$100.00**
Appearance/Maintenance				
Holiday Decorations on Corridor	$4,500.00	$20,000.00	**$12,000.00**	**$31,770.00**
Street Cleaning/Maintenance	$158,000.00	$82,000.00	**$125,148.00**	**$10,250.00**
Façade Improvement Program			**$0.00**	
District Banners			**$0.00**	
Mural / Arts Program			**$0.00**	
Marketing				
Newsletter	$2,400.00	$1,500.00	**$1,250.00**	**$0.00**
Web Site	$600.00	$600.00	**$600.00**	**$0.00**
Promotions/Printing	$3,000.00	$6,000.00	**$855.00**	**$1,292.64**
Business Recruitment	$24,000.00	$0.00	**$12,000.00**	**$0.00**
Safety and Security				
Additional Policing	$62,400.00	$175,000.00	**$39,160.00**	**$0.00**
Jackson Hill Special Events				
Jackson Hill Street Festival(s)			**$0.00**	
Workshops/Travel	$2,500.00	$0.00	**$80.00**	**$108.65**
Annual Membership Mtg	$500.00	$0.00	**$0.00**	**$0.00**
Annual Main Street Awards Dinner			**$0.00**	
Tree Lighting Ceremony	$3,000.00	$0.00	**$0.00**	**$0.00**
TOTAL EXPENSES	$379,700.00	$398,800.00	$301,631.00	$92,693.86
RESERVE	$ (167,500.00)	(136,600.00)	$ 569.00	$ 170,930.54

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

City Clerk File No. Res. 14.043

Agenda No. 10.F

Approved: JAN 29 2014

TITLE:

Resolution Honoring Shirley Ann Watson

Whereas, Shirley Ann Watson was born in Andrews, S.C. on January 22, 1954 to the late William Anderson Green and the late Pastor Norlee Green. She is affectionately known as "Shirlann" to her siblings, Cherry Lee, Bobby Lee, Jaylester, Bernard Napoleon and Kenneth Devant; and

Whereas, Shirley Ann Watson and her family relocated to Jersey City in 1968. She is a graduate of Lincoln High School, Wilfred Academy School of Cosmetology, Phillips Business School and Zoeb Business Academy; and

Whereas, Shirley Ann Watson was employed by Owens Illinois, Barbizon Lingerie and Mademoiselle Furs. She also held various positions at the Military Ocean Army Terminal in Bayonne, NJ. Shirley is currently employed by the Jersey City Board of Education and serves as the Secretary to the Vice Principal of William L. Dickinson High School; and

Whereas, Shirley Ann Watson was baptized in the Holy Spirit in 1979 at the Grace Apostolic Church in Jersey City, where her mother pastored for more than 35 years. Shirley has faithfully served the church in many capacities including serving as Pastor's Secretary and Sunshine Choir Director and President. She was also a member of the choir and served on the Usher and Nurses Guild. Shirley is currently one of the Office Assistants as well as a Chairperson of the Trustee Board; and

Whereas, Shirley Ann Watson serves her community and often donates her time by feeding the homeless and assisting with the Food Pantry at the church. Demonstrating her love for children, she initiated and cultivated the "Princess for Christ" program; and

Whereas, Shirley Ann Watson cherishes her family. She has been married to her loving husband Deacon Jackie Watson for 25 years and is the proud mother of Sheena Lynelle Lanham.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby honor Shirley Ann Watson. We recognize and applaud her efforts and dedication to public service.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Shirley Ann Watson.docx

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 1.29.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.044

Agenda No. 10.G

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR THE JERSEY CITY DASHBOARD PROGRAM DATA STORAGE AND ANALYSIS SOFTWARE SYSTEM

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) desires to award a contract for licensing of proprietary computer software for the Jersey City Dashboard Program (Dashboard Program) data storage and analysis software system; and

WHEREAS, the Dashboard Program will increase transparency by making data and information on City services, activities, and operations readily available to the public through an interactive website; and

WHEREAS, the Dashboard Program will allow City departments, autonomous agencies, and other administrative employees to analyze City services, activities, and operations in an effort to reallocate resources and manpower more efficiently, eliminate wasteful and unnecessary spending, identify opportunities for increasing revenue, and address inadequate service offerings; and

WHEREAS, N.J.S.A. 40A:11-4.1(a) authorizes the City to use competitive contracting to award a contract for "the purchase or licensing of proprietary computer software"; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1 *et seq*;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 *et seq* is authorized for awarding a contract for the Jersey City Dashboard Program data storage and analysis software systems and tools.

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan Asst. Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.045

Agenda No. 10.H

Approved: JAN 29 2014

TITLE:

RESOLUTION EXTENDING THE TERM OF ROBERT KAKOLESKI AS THE ACTING BUSINESS ADMINISTRATOR OF THE CITY OF JERSEY CITY

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, pursuant to Section 3-26 of the Municipal Code, the Mayor may appoint an Acting Director for up to 90 days, which term may be extended by resolution of the Municipal Council; and

WHEREAS, Mayor Steven M. Fulop reviewed the qualifications of Robert Kakoleski and by letter appointed him as the Acting Business Administrator for a 90 day term commencing August 1, 2013, which term was extended by Resolution 13-704 of the Council to January 27, 2014; and

WHEREAS, having considered Robert Kakoleski's high level of performance, the Mayor believes that continuity is required and hereby recommends to the Municipal Council that Robert Kakoleski's term as Acting Business Administrator, be extended from January 27, 2014 through April 27, 2014.

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

The appointment of Robert Kakoleski as the Acting Business Administrator of the City of Jersey City for an extension of his term from January 27, 2014 to April 27, 2014, is hereby approved.

SMF/he
1/16/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for
Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.046

Agenda No. 10.1

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JRSEY CITY TO ENTER INTO A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY ALLOWING USE AND ACCESS TO CITY OWNED PROPERTY AT 80 BAY STREET(BLOCK 11609, LOT 2) WITHIN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA

WHEREAS, the City of Jersey City is the owner of property listed below which lies within the Powerhouse Arts District Redevelopment Area:

BLOCK	LOT	ADDRESS
11609	2	80 Bay Street

WHEREAS, the improvements on the Property include the Jersey City Powerhouse Structure; and

WHEREAS, the Jersey City Redevelopment Agency has the responsibility of acquiring the above mentioned property within the Powerhouse Arts District Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization of the area; and

WHEREAS, the previous License Agreement between the City and Agency expired on December 4, 2013; and

WHEREAS, the Jersey City Redevelopment Agency requires continued access to the property for purposes of performing additional stabilization activities, as well as conducting environmental, geotechnical and/or structural studies and tests; and

WHEREAS, the focus of the stabilization is to prevent further deterioration of the structure; and

WHEREAS, the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-38 and 39(f) authorizes such agreements and cooperation between the City and Jersey City Redevelopment Agency.

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

1. A Resolution to enter into a License Agreement between the City of Jersey City and Jersey City Redevelopment and/or its designees, to utilize, access and perform remediation, stabilization and repair of the above listed property for a term of three (3) years commencing on the date of execution of the License Agreement which may be extended for a period of 12 months if agreed by both parties is hereby granted.

City Clerk File No. Res. 14.046

Agenda No. 10.I

TITLE:

2. The Mayor and Business Administrator are hereby authorized to execute a License Agreement in the form attached.

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 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

Date Submitted to B.A. _____

ORDINANCE/RESOLUTION FACT SHEET

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

1. **Full Title of Ordinance/Resolution/Cooperation Agreement:**
   RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LICSNE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY ALLOWING USE AND ACCESS TO CITY OWNED PROPERTY AT 80 BAY STREET (BLOCK 11609, LOT 2) WITHIN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA

2. **Name and Title of Person Initiating the Ordinance/Resolution, etc.:**
   Mary Patricia Noonan, JCRA, 201-761-0828

3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**
   This Resolution will authorize the Jersey City Redevelopment Agency, its agents or assignees, access to perform remediation, stabilization and repair to property at 80 Bay Street (Block 11609, Lot 2) for purposes of protecting the structure from further deterioration due to exposure of the elements.

4. **Reasons (Need) for the Proposed Program, Project, etc:**
   The JCRA has been charged with the responsibility of acquiring the above property in the future to effectuate the rehabilitation, redevelopment and revitalization initiatives of the Powerhouse Arts District Redevelopment Plan.

5. **Anticipated Benefits to the Community:**
   Revitalization of an area determined to be an area in need of redevelopment.

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.):**
   N/A

7. **Date Proposed Program or Project will Commence:**
   Upon adoption of this Resolution.

8. **Anticipated Completion Date:**
   Approximately 3 years from commencement.

9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**
   Christopher Fiore, Assistant Executive Director

10. **Additional Comments:**

I certify that all the Facts Presented Herein are Accurate.

Christopher Fiore

Signature of: Christopher Fiore
Assistant Executive Director
Jersey City Redevelopment Agency

1/10/14
Date

Signature of: Anthony Cruz, Director
Department of Housing Economic Development and Commerce

1/10/14
Date

Jersey City Redevelopment Agency

January 16, 2014

To: **Anne Marie Miller, Real Estate Manager**

From: **Mary Patricia Noonan, Project Manager**

Subject: **Block 11609**
Jersey City Powerhouse

On December 4, 2009 the City and JCRA entered into a License Agreement for access to the above mentioned City owned property. The License Agreement was authorized by Resolution No. 09-867 and approved at the October 14, 2009 Council meeting. This License Agreement has expired and the Agency is requesting a new License Agreement for a term of 3 years with a 12 month extension if agreed to be both parties. In that regard, I have prepared the attached Resolution and License Agreement. Please review and if all is in order kindly forward same to the Law Department for inclusion at the next available City Council meeting.

Thank you for your assistance with the above. Any questions please call me at 201-761-0828.

Mary Pat Noonan

MARY PATRICIA NOONAN

/mpn
c: **Rolando Lavarro, Jr., Council President**
Chris Fiore
Councilwoman Candice Osborne
Anthony Cruz, Director, HEDC
attachment

LICENSE AGREEMENT

The **AGREEMENT** is made this ____ day of _____ 2014, between the **CITY OF JERSEY CITY,** a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as **"Licensor" or "City"** and **JERSEY CITY REDEVELOPMENT AGENCY,** (and its employees, agents, invitees, and contractors), a body corporate and politic of the State of New Jersey with offices at 30 Montgomery Street, Jersey City, New Jersey 07302, hereinafter designated as **"Licensee"**.

WITNESSETH that:

1. The Licensor is the owner of property designated on the official tax map of the City of Jersey City as Block 11609, Lot 2 (80 Bay Street) hereinafter designated as "the Property".

2. The Licensor agrees to permit the Licensee and/or its designated redeveloper, contractors and consultants, to enter onto the Property as shown on the map included as Exhibit A for the purpose of performing stabilization efforts as well as various studies and investigations, including but not limited to environmental, geotechnical sampling and testing, related to the redevelopment of the site pursuant to the Powerhouse Arts District Redevelopment Plan.

3. The Licensee, its agent(s) or assignee shall defend, indemnify, save and hold harmless the Licensor from any and all accidents, losses, damages, claims, demands, suits, liens, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature arising, or alleged to arise, by reason of this Agreement or the use of the Property by the Licensee or any of its agents, assignees, servants, employees, contractors, subcontractors or

invitees, in on or about the Property for the purposes set forth above with its permission, or outside the scope of the above permitted use. The obligations of the Licensee its agent(s) or assignee to indemnify the Licensor pursuant to this Section shall survive any termination of this Agreement.

4. The Licensee, its agent(s) or assignee shall carry property damage and Comprehensive General Liability Insurance for an amount not less that $1,000,000. or such other type and amount as is deemed or appropriate by the Licensor. The Licensee shall furnish to the Licensor a Certificate of Insurance for the benefit of the Licensee and Licensor and naming the Licensor, its employees or agents as additional named insured and covering the property herein described. Delivery of Certificates of Insurance evidencing policies or insurance and proof of payment of premium shall be delivered to the Licensor within ten (10) days of execution of this Agreement. The obligations of the Licensee or its agent(s) or assignee to indemnify the Licensor pursuant to this Section shall survive any termination of this Agreement.

5. The Licensee its agent(s) or assignee shall further furnish to the Licensor evidence that it has statutory workers compensation insurance for the protection of any of the employees or agents of the Licensee.

6. All accidents or injuries to persons, or any damages, etc., occurring as a result of or in connection with the Licensee's use of the property, shall be reported immediately to the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

7. The Licensee shall furnish to the Licensor evidence that it has automobile, machinery and equipment insurance in the amounts satisfactory to the Licensor and in no case lower than the full statutory amounts required.

8. The Licensee accepts sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors, subcontractors and invitees while on the property, at no cost to the City of Jersey City.

9. Any equipment installed or used by the Licensee, its agent(s) or assignee in connection with its use of the property that may be removed without damage to the property shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than five (5) days thereafter.

10. The Licensee shall provide in writing to the Licensor the names of two (2) authorized representatives of the Licensee, its agent(s) or assignee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

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

Licensor:

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

Licensee:

Jersey City Redevelopment Agency
Attn.: Executive Director
66 York Street, 2nd Floor
Jersey City, N.J. 07302

12. All of the above terms and conditions shall be binding on the Licensee, its agent(s) or assignee, Licensor and all other parties connected with the event for which the property is herein licensed. Any and all violations of the terms and conditions of the said

agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

13. This License shall commence on the day of execution by the Jersey City Business Administrator and shall terminate three (3) years thereafter unless otherwise extended for up to an additional twelve (12) months.

14. The permission for use of the Property may be revoked by Licensor at any time without cause upon thirty (30) days advance written notice. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Property which occurred on or prior to the date of revocation.

15. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the property by the Licensee will be repaired by the Licensee its agent(s) or assignee at its own cost and expense.

16. The permission to use City-owned property is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee, its agent(s) or designee(s) from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

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

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

19. The Licensee's use of the property shall keep all public streets free and clear of obstructions and shall not interfere with their use.

20. The Licensee's use of the property shall be in accordance with all ordinances and regulations of the City of Jersey City which are applicable to the intended use of the property by the Licensee.

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

ATTEST:

CITY OF JERSEY CITY

_____
ROBERT BYRNE
City Clerk

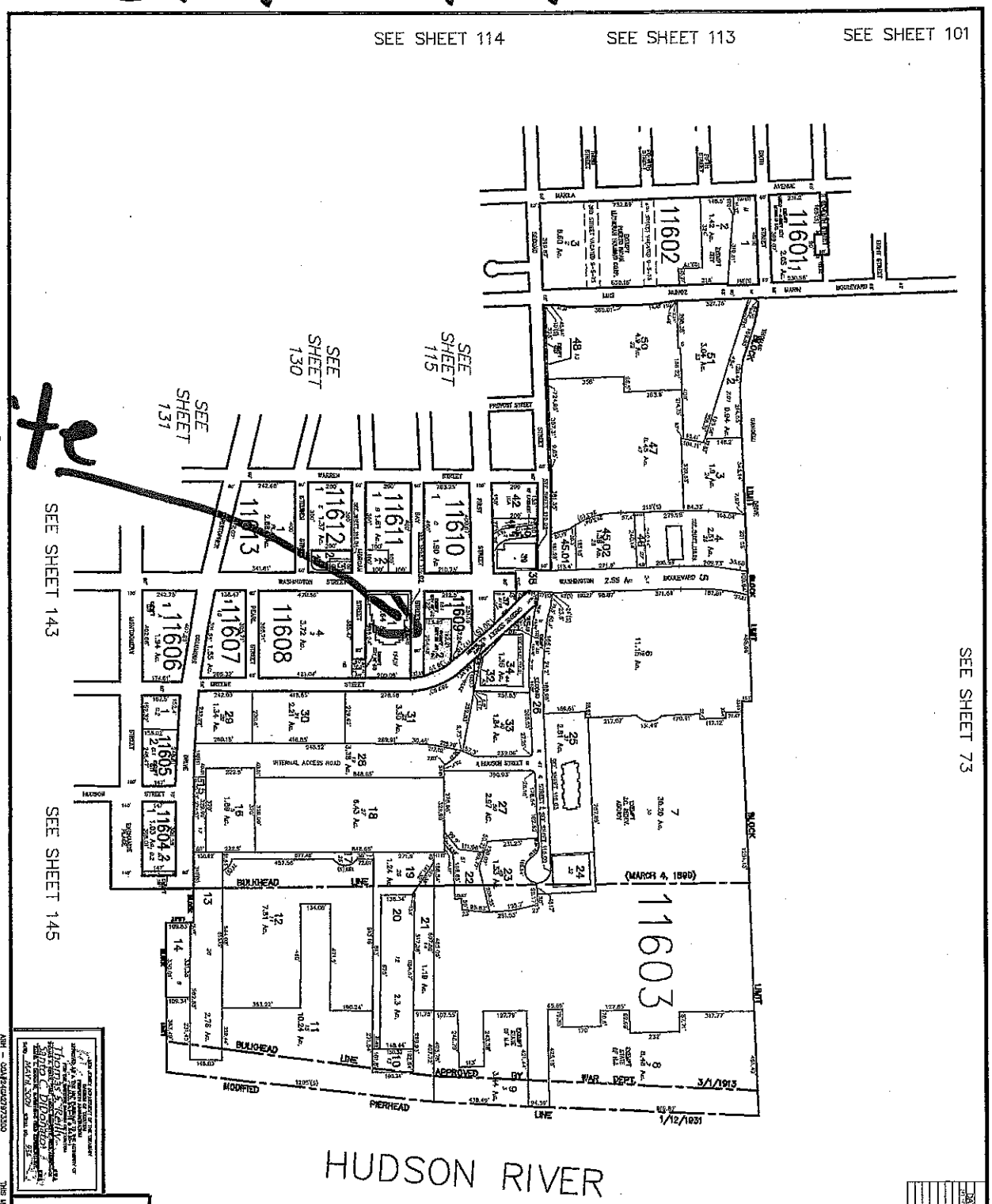
By:_____
ROBERT KAKOLESKI
Acting Business Administrator

JERSEY CITY REDEVELOPMENT AGENCY

_____
CHRISTOPHER FIORE
Secretary

By:_____
ROLANDO R. LAVARRO
Chairman

Exhibit "A"



TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1" = 200'
AUGUST, 2005

RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07748

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/D) AND GEOGRAPHIC GEOMETRY.

REVISIONS

DATE	BY	BLOCK	LOT

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A LICENSE AGREEMENT WITH THE CITY OF JERSEY CITY FOR THE JERSEY CITY POWERHOUSE

WHEREAS, the City of Jersey City is the owner of property located at 80 Bay Street (Block 11609, Lot 2) within the Powerhouse Arts District Redevelopment Area; and

WHEREAS, in furtherance of the planned renovation of the Jersey City Powerhouse structure the Agency and/or its assigns requires access to the property; and

WHEREAS, the License Agreement between the Jersey City Redevelopment Agency and the City of Jersey City for access to the property expired on December 4, 2013 and

WHEREAS, the Agency requires continued access to the property for purposes of performing additional stabilization activities, conducting environmental, geotechnical and structural studies and tests; and

WHEREAS, both the City and Agency in an effort to move forward with the stabilization of the Jersey City Powerhouse structure find it necessary to enter into said License Agreement to grant the Agency the authority to remediate, stabilize and make repair to the structure to prevent further deterioration due to exposure to the elements; and

WHEREAS, said License Agreement will be for a period of three (3) years which may be extended for an additional 12 months if agreed by both parties.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitations are incorporated herein as if set forth at length; authorization be and is hereby given to enter into a License Agreement with the City of

Jersey City for access to City owned property located at 80 Bay Street, City Block 11609, Lot 2 within the Powerhouse Arts District Redevelopment Area for the above stated purposes.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

C. Fiore

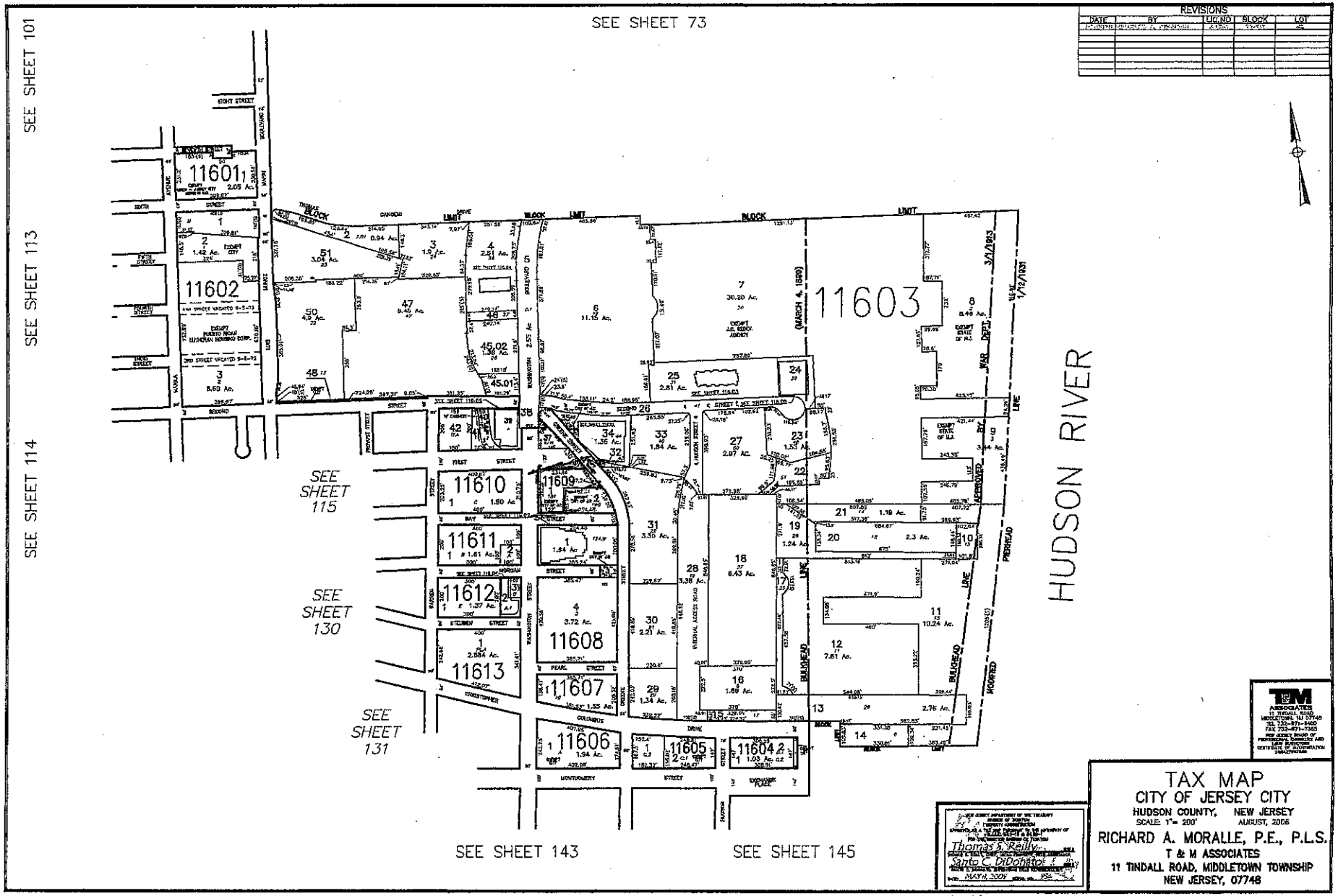
Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of December 17, 2014.

RECORD OF COMMISSIONERS VOTE				
NAME	**AYE**	**NAY**	**ABSTAIN**	**ABSENT**
Diane Coleman				
Evelyn Farmer				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John Spinello				
Russell Verducci				

H:\WPDOCS\MP\Powerhouse Arts\Lic Agr City\2014 Lic Agr w City res.wpd

REVISIONS				
DATE	BY	UG NO	BLOCK	LOT
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]



T&M ASSOCIATES
11 TINDALL ROAD
MIDDLETOWN, NJ 07748
TEL 732-671-8400
FAX 732-671-7365
NEW JERSEY BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION 24GA27973300

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 200' AUGUST, 2006

RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07748

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
TAXATION ADMINISTRATION
APPROVED AS A TAX MAP REPRESENTING THE PROPERTY OF TAXABLE AND EXEMPT LAND
FOR THE DIRECTOR DIVISION OF TAXATION
Thomas S. O'Reilly
Santo C. DiDohato
March, 2007

ARH — CO#24GA27973300

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY.

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

City Clerk File No. Res. 14.047

Agenda No. 10.J

Approved:

TITLE:

WITHDRAWN

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE NEW JERSEY DEPARTMENT OF AGRICULTURE AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE CHILD AND ADULT CARE FOOD PROGRAM(CACFP)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Health and Human Services (Department)operates an annual Summer Food Nutrition Program for Children sponsored by the New Jersey Department of Agriculture as an extension of the free School Lunch Program, and,

WHEREAS, there exists a need for the Department to continue providing these services by establishing a year round program to include children and adults, and

WHEREAS, CACFP serves nutritious meals and snacks to participants enrolled for care at participating day care centers and day care homes and to children residing in homeless shelters and snacks to youths participating in after-school care programs, and

WHEREAS, CACFP will play a vital role in improving the nutritional needs of eligible participants by serving nutritious meals and snacks to 750 children ages six to eighteen at approximately 15 sites in Jersey City, and

WHEREAS, the Agreement shall be effective for a period of one (1) year starting on March 1, 2014 and terminating on March 1, 2015, and

WHEREAS, the funds for this expenditure are available in the following account:

_____

WHEREAS, CACFP provides cash reimbursement to organizations serving meals and in the amount of $392, 832.20 will be made available in the 2014 Temporary and Permanent Budgets; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said Agreement with the New Jersey Department of Agriculture be approved in the amount above and that such a contract be drawn up and executed; and be it further

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

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this resolution in Account _____, Department of Health and Human Services.

Continuation of Resolution

City Clerk File No. Res. 14.047

Agenda No. 10.J

TITLE:

WITHDRAWN

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

Certification Required ☐

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.048

Agenda No. 10.K

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN SAINT PETER'S UNIVERSITY AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR AN CLINICAL OBSERVATIONAL ROTATION AFFILIATION WITH THE DEPARTMENT OF HEALTHAND HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Health and Human Services **(Agency)** operates various health programs which offer counseling, testing, education and clinical treatment for various childhood and other communicable diseases, and

WHEREAS, the Agency employs highly trained and licensed nurses and physicians who to carry out the many functions of the health clinics it operates, and

WHEREAS, Saint Peter's University **(University)** a non-profit corporation of the State of New Jersey having its principal office at 2641 Kennedy Boulevard, Jersey City, New Jersey 07306 maintains a program in professional nursing which requires its students to participate in laboratory and clinical practice as a means to provide practical experience in a healthcare environment for the students, and

WHEREAS, the Agency is willing to provide its facilities to the University and its students for such laboratory and clinical practice, and

WHEREAS, the Agreement shall be for a term of two (2) years commenting January 1, 2014 and terminate on January 1, 2016, and

WHEREAS, no monies will be payable by the University or any student or faculty member thereof to the Agency for participation in the program and the Agency will not remunerate any student or faculty for services provided under the program, and

WHEREAS, the University shall indemnify and hold harmless the Agency, its officers, directors, agents and employees from any and all claims, loss, damage, liability and expense including reasonable attorney's fees incurred by the Agency arising from or in connection with the negligent or willfully wrongful acts or omissions of the University's faculty and students using the facilities of the Agency, and

WHEREAS, the University will require that each student carry personal malpractice and liability insurance in the amount of $1,000,000.00 per claim $6,000,000.00 aggregate and each faculty member shall carry professional malpractice insurance in the amount of $1,000,000.00 per claim $6,000,000.00 aggregate, and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said Agreement between Saint Peter's University and the Department of Health and Human Services be approved as described above, and that such an Agreement be drawn up and executed; and be it further

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

City Clerk File No. Res. 14.048

Agenda No. 10.K

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN SAINT PETER'S UNIVERSITY AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR AN CLINICAL OBSERVATIONAL ROTATION AFFILIATION WITH THE DEPARTMENT OF HEALTHAND HUMAN SERVICES

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WHEREAS, the Agency is willing to provide its facilities to the University and its students for such laboratory and clinical practice, and

WHEREAS, the Agreement shall be for a term of two (2) years commenting January 1, 2014 and terminate on January 1, 2016, and

WHEREAS, no monies will be payable by the University or any student or faculty member thereof to the Agency for participation in the program and the Agency will not remunerate any student or faculty for services provided under the program, and

WHEREAS, the University shall indemnify and hold harmless the Agency, its officers, directors, agents and employees from any and all claims, loss, damage, liability and expense including reasonable attorney's fees incurred by the Agency arising from or in connection with the negligent or willfully wrongful acts or omissions of the University's faculty and students using the facilities of the Agency, and

WHEREAS, the University will require that each student carry personal malpractice and liability insurance in the amount of $1,000,000.00 per claim $6,000,000.00 aggregate and each faculty member shall carry professional malpractice insurance in the amount of $1,000,000.00 per claim $6,000,000.00 aggregate, and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said Agreement between Saint Peter's University and the Department of Health and Human Services be approved as described above, and that such an Agreement be drawn up and executed; and be it further

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.048

Agenda No. 10.K JAN 29 2014

TITLE:

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

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for
Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

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

1. FULL TITLE OF RESOLUTION AGREEMENT:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN SAINT PETER'S UNIVERSITY AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR AN CLINICAL OBSERVATIONAL ROTATION AFFILIATION WITH THE DEPARTMENT OF HEALTHAND HUMAN SERVICES

2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:
Stacey Flanagan (201) 547-6560.

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

The University maintains a program in professional nursing which requires its students to participate in laboratory and clinical practice as a means to provide practical experience in a healthcare environment for the students.

4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:
To provide the required hands-on, practical experience for students entering the nursing profession

5. ANTICIPATED BENEFITS TO THE COMMUNITY:
Through the this program we will expose students in real time to the challenges of public health issues in large urban centers such as Jersey City and provide for a more fully trained individual with diversified skills to enter the public health service system in the future.

6. COST OF PROPOSED PROGRAM, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):

No cost to the City or University

7. DATE PROPOSED OR PROJECT WILL COMMENCE: January 1, 2014

8. ANTICIPATED COMPLETION DATE: January 1, 2016

9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:
Stacey Flanagan (201) 547-6560

10. Additional Comments:
This program will be the first of its kind between the city and the School of Nursing at St. Peter's University.

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

SIGNATURE OF DIVISION DIRECTOR	**DATE**
SIGNATURE OF DEPARTMENT DIRECTOR	**DATE**

Saint Peter's UNIVERSITY

School of Nursing

January 7, 2014

Stacey Flanagan, Director
Department of Health & Human Services
1 Journal Square Plaza
Jersey City, New Jersey 07306

Dear Ms. Washwani:

Enclosed are two signed copies of our Clinical Observational Affiliation Agreement, dated 1st day of January1, 2014. Please return one signed copy for our files and keep the other copy for your file.

It is always a pleasure working with you and we look forward to future ventures. Thank you for your continued support of our programs. Any problems or questions, please call 201-761-6270.

Sincerely,

Ann Tritak, EdD, RN
Dean of Nursing

Saint Peter's University
The Jesuit University of New Jersey
2641 Kennedy Boulevard, Jersey City, New Jersey 07306
Phone: 201-761-6270
Fax: 201-761-6271

CLINICAL AGENCY AGREEMENT
OBSERVATIONAL ROTATION

AGREEMENT for affiliation entered into this 1st day of January, 2014 between **Saint Peter's University**, a non-profit corporation of the State of New Jersey, having its principal office at 2641 Kennedy Boulevard, Jersey City, New Jersey 07306 (hereinafter University) and **Jersey City Department of Health and Human Services** a non-profit corporation of the State of New Jersey, having its principal office at 1 Journal Square Plaza, Jersey City, New Jersey 07306 (hereinafter Agency). The Agreement shall be for a term of 2 year commencing on January 1, 2014 and terminating on January 1, 2016 unless terminated earlier in accordance with this Agreement.

WHEREAS, the University maintains a program in professional nursing which requires the use of the facilities of the Agency for laboratory and clinical practice; and

WHEREAS, the Agency is willing to provide its facilities to the University and its students for such laboratory and clinical practice on the terms set forth herein;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS:

1. CREDENTIALS:

   The University will submit to the Agency the names of all faculty and students who will be practicing at or with the Agency during each academic term.

2. CLINICAL OPERATIONS AND FACILITIES:

   It is agreed that the Agency is responsible for patient care. The Agency will make available to the students and faculty of the University for educational purposes such clinical areas as are agreed to at a planning conference attended by the parties prior

to the implementation of the Agreement. The planning conference will also be conducted for the purposes of establishing policies in connection with the use by the University's faculty and students of the facilities of the Agency. Faculty and students of the University will adhere to policies agreed to at the planning conference. Responsibility for selection and assignment of clinical practice for the individual students will be made by the staff of the facility.

3. NON-CLINICAL FACILITIES:

   (a) The Agency shall make available to the University lockers or a locked area for storage of coats and personal belongings on the premises of the Agency.

   (b) The Agency shall provide for the use of the students and faculty access to parking in the immediate vicinity of the Agency.

   (c) The Agency shall provide for the use of students and faculty access to cafeteria or coffee shop facilities of the Agency or a room for food consumption.

4. PRE-PLANNING CONFERENCE:

   A senior representative of the nursing staff of the Agency shall meet with representatives of the University prior to the beginning of each term to plan the operations of the program for that term. This conference shall be scheduled at the mutual convenience of the faculty member and Agency representative.

5. EXPENSES:

   No monies will be payable by the University or any student or faculty member thereof to the Agency for participation in the program. The Agency will not remunerate any student or faculty for services provided under the program.

6. ABSENCES:

When a student is unable to report for clinical practice he or she will telephone the nursing service office or other designated office of the Agency and leave a message to that effect for the faculty member in charge of the program.

7. LIABILITY:

(a) The University will require that each student carry personal malpractice and liability insurance in the amount of $1,000,000.00 per claim $6,000,000.00 aggregate. Each student's record shall be checked and validated as to the extent of coverage. Each student shall also be required to provide evidence of a complete health examination with a satisfactory report.

(b) Each faculty member of the University shall carry professional malpractice insurance in the amount of $1,000,000.00 per claim $6,000,000.00 aggregate. The University shall validate the coverage in this amount.

8. INDEMNIFICATION:

(a) The University shall indemnify and hold harmless Agency, its officers, directors, agents and employees from any and all claims, loss, damage, liability and expense (including reasonable attorneys' fees) incurred by Agency arising from or in connection with the negligent or willfully wrongful acts or omissions of the University's faculty and students using the facilities of the Agency.

(b) Agency will indemnify and hold harmless University, its trustees, officers, directors, agents, employees and students from any and all loss, (including attorneys' fees) incurred by University arising from or in connection with negligent or willfully wrongful acts or omissions of the Agency's officers,

directors, agents or employees in connection with the University's faculty and students' use of the facilities of the Agency.

9. COOPERATION

(a) It is recognized by both parties to the agreement that effective operation of the teaching program requires the full cooperation of both parties. Such cooperation shall be provided to the extent possible in carrying out any details of the program.

(b) All students shall abide by and comply with all rules and regulations established by Agency for its employees. The Agency retains the right to terminate the clinical experience for any student who fails to comply with such rules and regulations and/or for any student or faculty member who fails to exhibit appropriate professional behavior.

(c) The University agrees to notify the agency, if they or any of their employees, students or agents are sanctioned by or otherwise excluded from participation in any federally funded plan or program. Both the University and the Hospital, shall at all times comply with the standards of documentation and confidentiality mandated by State and Federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time including applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the standards of the Joint Commission on Accreditation of Healthcare Organizations, administrative and medical record policies and guidelines established and approved by the Agency, which shall be made available to students. The University agrees to hold the Agency harmless for all actions that may arise from the inappropriate use of release of confidential patient information

by their employees, students, or agents.

10. INSURANCE

The University agrees to provide the following insurance coverage for its employees during the term of the Agreement:

(a) Worker's Compensation Insurance in accordance with statutory requirements.

(b) Disability Insurance providing coverage for disability as a result of University employees participation in the clinical program at the hospital in an amount sufficient to provide said employees 66 2/3 % (maximum $401.00 per week) of their annual earnings in the event of disability.

Said policies shall be kept in effect during the term hereof and renewed upon the expiration date hereof. Concurrently with the execution hereof the University shall provide the hospital with certificates evidencing the insurance described above. Said certificates will also provide that the insurance shall not be cancelled except on thirty (30) days notice to the University and to the Hospital.

11. SCHOOL OF NURSING UNIVERSITY RESPONSIBILITIES

The School of Nursing assures that each student and Instructor has met

The following health requirement prior to the first day of the clinical experience and can present documentation of such upon request.

- Entire physical examination
- Documentation of two step Mantoux. Negative Mantoux test within the past twelve (12) months. For positive Mantoux test, documentation of a chest x-ray within six (6) months of a positive result and documentation of annual symptom review.
- Immunity to Mumps, Measles (Rubeola) and to German Measles (Rubella), (Copy of blood test titers)

- Documentation of status (immune or susceptible) to chicken pox (Varicella). Immunity must be documented by blood test titer.

Additionally, exposure to any of these communicable diseases by a susceptible person must be reported within 48 hours to Employee Health Services.

12. CRIMINAL BACKGROUND CHECKS

Saint Peter's University agrees to complete and provide evidence to the facility that criminal background checks have been performed on its students by TABB Inc. Saint Peter's University shall immediately inform the facility regarding any issues raised during the criminal background check process.

13. MISCELLANEOUS

(a) Applicable Law

This Agreement shall be governed by and in accordance with the laws of the State of New Jersey.

(b) Assignment

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party.

(c) Notices

All notices to parties to this Agreement must be in writing and by certified mail, return receipt requested, addressed as follows:

As to Agency:

Jersey City Department of Health and Human Services
1 Journal Square Plaza
Jersey City, New Jersey 07306

As to University:

Saint Peter's University
School of Nursing
2641 Kennedy Boulevard
Jersey City, New Jersey 07306

With copy to:

Eugene T.Paolino, Esq.
Genova Burns Giantomasi Webster
Attorneys At Law
30 Montgomery Street – 15th Floor
Jersey City, New Jersey 07302

or to such other persons and/or addresses as may be designated by either party by notice served as provided above.

14. TERMINATION

Either party shall have the right to terminate this agreement providing written notification at least one hundred and twenty (120) days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first above written.

Jersey City Dept. of Health and Human Services

Attest:

By:_____ _____

Saint Peter's University School of Nursing

Attest:

By: Dean Ann Tritak 1/6/2014

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to the implementation of the Agreement. The planning conference will also be conducted for the purposes of establishing policies in connection with the use by the University's faculty and students of the facilities of the Agency. Faculty and students of the University will adhere to policies agreed to at the planning conference. Responsibility for selection and assignment of clinical practice for the individual students will be made by the staff of the facility.

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(c) The University agrees to notify the agency, if they or any of their employees, students or agents are sanctioned by or otherwise excluded from participation in any federally funded plan or program. Both the University and the Hospital, shall at all times comply with the standards of documentation and confidentiality mandated by State and Federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time including applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the standards of the Joint Commission on Accreditation of Healthcare Organizations, administrative and medical record policies and guidelines established and approved by the Agency, which shall be made available to students. The University agrees to hold the Agency harmless for all actions that may arise from the inappropriate use of release of confidential patient information

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Said policies shall be kept in effect during the term hereof and renewed upon the expiration date hereof. Concurrently with the execution hereof the University shall provide the hospital with certificates evidencing the insurance described above. Said certificates will also provide that the insurance shall not be cancelled except on thirty (30) days notice to the University and to the Hospital.

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Jersey City Department of Health and Human Services
1 Journal Square Plaza
Jersey City, New Jersey 07306

As to University:

Saint Peter's University
School of Nursing
2641 Kennedy Boulevard
Jersey City, New Jersey 07306

With copy to:

Eugene T.Paolino, Esq.
Genova Burns Giantomasi Webster
Attorneys At Law
30 Montgomery Street – 15th Floor
Jersey City, New Jersey 07302

or to such other persons and/or addresses as may be designated by either party by notice served as provided above.

14. TERMINATION

Either party shall have the right to terminate this agreement providing written notification at least one hundred and twenty (120) days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first above written.

Jersey City Dept. of Health and Human Services

Attest:

By:_____ _____

Saint Peter's University School of Nursing

Attest:

By: Sean Ann Tritek 1/6/2014

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

City Clerk File No. Res. 14.049

Agenda No. 10.L

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH ASTRO TECH FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE SYSTEMS

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

WHEREAS, funds must be allocated for the continued support of proprietary legacy mainframe computer hardware and software systems; and

WHEREAS, ASTRO TECH has agreed to provide these services in the manner specified by the Division of Information Technology; and

WHEREAS, the City of Jersey City has received a proposal from **ASTRO TECH** in the total amount for a one year period of **$24,756.00** which will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et seq.; and

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

WHEREAS, funds are available in the amount of **$24,756.00** in **Acct. No. 01-201-20-140-314**

WHEREAS, ASTRO TECH has completed and submitted a Business Entity Disclosure Certification which certifies that **ASTRO TECH** 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 **ASTRO TECH** from making any reportable contributions during the term of the contract; and

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

WHEREAS, ASTRO TECH has submitted it's Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

WHEREAS, Robert Magro, the City's IT Director, has determined and certified in writing that the value of the contract will exceed $17,500; and

WHEREAS, 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).

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH ASTRO TECH FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE SYSTEMS

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **ASTRO TECH** be accepted and that a contract be awarded to said company in the amount of **$24,756** and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

BE IT FURTHER RESOLVED, that the term of the contract shall be one year effective as of January 1, 2014;

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

BE IT FURTHER RESOLVED,, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

BE IT FURTHER RESOLVED,, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

Continuation of Resolution _____ Pg. # 3

City Clerk File No. Res. 14.049

Agenda No. 10.L JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH ASTRO TECH FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE SYSTEMS

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2014 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. _____

Purchase Order No. 112205

EEO/AA Review _____

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH ASTRO TECH FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE/SOFTWARE SYSTEMS

Project Manager

Department/Division	**Administration**	**Information Technology**
Name/Title	**Robert Magro**	**Director**
Phone/email	**201-547-4274**	**bobm@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

PROVIDE SUPPORT SERVICES FOR PROPRIETARY MAINFRAME LEGACY COMPUTER SYSTEMS USED IN ACCOUNTS & CONTROLS, BUDGET OFFICE, TAX COLLECTION AND MUNICIPAL COURT.

Cost (Identify all sources and amounts)

City funds, Account 1-201-20-140-314
$24,756

Contract term (include all proposed renewals)

One year, 1-1-14 to 12-31-14

Type of award

If "Other Exception", enter type **Support of proprietary hardware/software**

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 1-8-14

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
112205

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

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

REQUISITION # 0164634
BUYER EUS

DATE	VENDOR NO.
01/09/2014	AS040750

VENDOR INFORMATION

ASTRO TECH
PO BOX 1396

BOCA RATON FL 33429

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	MAINFRAME SERVICES FEES FOR MAINFRAME COMPUTER SERVICES SERVICE BUREAU RUNNING CITY LEGACY MAINFRAME COMPUTER APPLICATIONS CY 2014 RESO_____, APPROVED_____	01-201-20-140-314	24,756.0000	24,756.00
		TAX EXEMPTION NO. 22-6002013		PO Total	24,756.00

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

_____ 1/9/14
APPROVED BY THE PURCHASING AGENT DATE

_____
APPROVED BY ACCOUNTS & CONTROL DATE

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

RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 164634
DEPT/DIV: INFO TECH

PO # 112205
SUBJ: MAINFRAME SRVCS

GOODS & SERVICES NON BIDS	Amending	Emergcy	EUS	GSA	Ord	P2P	Prof Srvc	SC	Lib	Reso
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation			X							
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value			X							
Other:										

Notes:

BIDS	Goods & Srvcs	Construcion	RFP's	RFQ's	Reso	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

CITY OF JERSEY CITY

Requisition #
0164634

Assigned PO #

Requisition

Vendor
ASTRO TECH
PO BOX 1396
BOCA RATON FL 33429

AS040750

Dept. Bill To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

EUS

Dept. Ship To

Contact Info

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	MAINFRAME SERVICES	01 201 20 140 314	24,756.00	24,756.00

FEES FOR MAINFRAME COMPUTER SERVICES
SERVICE BUREAU RUNNING
CITY LEGACY MAINFRAME COMPUTER APPLICATIONS

Requisition Total **24,756.00**

Req. Date: 01/08/2014
Requested By: BOBM
Buyer Id:

Approved By: _____

This Is Not A Purchase Order

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that MTG ENTERPRISES INC, T/A ASTRO TECH (name of business entity) has not made any reportable contributions in the **one-year period preceding 1-8-2014 (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 MTG ENTERPRISES INC, T/A ASTRO TECH (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: MTG ENTERPRISES INC, T/A ASTRO TECH

Signed _____ Title: PRESIDENT

Print Name MICHAEL T. GUNNING Date: 1-8-2014

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

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 (z).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchai
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

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
MICHAEL T. GUNNING	PO BOX 1396, BOCA RATON, FL 33429-1396

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: MTG ENTERPRISE INC. T/A ASTRO TECH
Signed: [signature] Title: PRESIDENT
Print Name: MICHAEL T. GUNNING Date: 1-8-2014

Subscribed and sworn before me this ___ day of
_____, 2__.

(Affiant)

My Commission expires:

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	MTG ENTERPRISES INC, T/A ASTRO TECH		
Address:	PO BOX 1396		
City:	BOCA RATON	State: FL	Zip: 33429 - 1396

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	MICHAEL T. GUNNING	PRESIDENT
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
— NONE —	—	—	$ —

☐ Check here if the information is continued on subsequent page(s)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MTG ENTERPRISES, INC.
Trade Name:	ASTRO TECH
Address:	RD 1 BOX 270 LEBANON, NJ 08833
Certificate Number:	0072262
Effective Date:	August 27, 1984
Date of Issuance:	July 27, 2009

For Office Use Only:

20090727155010895

DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.

2. The Division of Information Technology requires maintenance of proprietary hardware and software systems that will provide City staff access to legacy tax and financial mainframe application software systems.

3. The City has determined that a contract for the maintenance of the proprietary mainframe systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).

4. **ASTRO TECH** can provide the required maintenance services for the sum $24,756.

5. The Division of Information Technology's recommendation is to award the contract to **ASTRO TECH** .

6. The term of the contract is 12 months effective as of January 1, 2014.

7. The estimated amount of the contract exceeds $17,500.00 ($24,756).

8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

9. 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: 1-8-14

Robert Magro, Director,
Division of Information Technology

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

City Clerk File No. Res. 14.050

Agenda No. 10.M

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH H&L SYSTEMS FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the continued support of the City's proprietary tax collection/financial computer software systems for the 2014 Calendar Fiscal Year; and

WHEREAS, H&L SYSTEMS has agreed to provide these services in the manner specified by the Division of Information Technology; and

WHEREAS, H&L SYSTEMS has agreed to provide the following data processing services to the City of Jersey City beginning January 1, 2014 and ending December 31, 2014 :

I. Facilities Management/Programming Support

1. **Finance Office for Windows**
2. **Tax Office for Windows**
3. **Abatement Office for Windows**
4. **Web Tax module.**

II. Terms

H & L will provide the following to the City of Jersey City:

1. **Unlimited (24/7) remote, telephone or web support of system operation procedures.**

2. **On Site Support as needed.**

3. **Software Customization that does not alter the system core logic, including but not limited to:**

   a. **Modify or enhance the existing software to match the needs of the City.**
   b. **Headings to reports.**
   c. **Correct malfunctions in current software.**
   d. **File Modifications**

4. **Provide the City with documentation and/or training on H & L Systems Software.**

5. **Assist users in determining data processing problems related to daily operations.**

III. Items not included in the maintenance agreement

New module development.
New H & L Software products.
Hardware support.

City Clerk File No. Res. 14.050

Agenda No. 10.M JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH H&L SYSTEMS FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE

WHEREAS, the City of Jersey City has received a proposal from **H&L SYSTEMS** in the total amount for a one year period of **$125,000.00** of which **$32,000.00** will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et seq.; and

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

WHEREAS, funds are available in the amount of **$32,000.00 in Acct. No. 1-201-20-140-314**

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, H&L SYSTEMS has completed and submitted a Business Entity Disclosure Certification which certifies that **H&L SYSTEMS** 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 **H&L SYSTEMS** from making any reportable contributions during the term of the contract; and

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

WHEREAS, H&L SYSTEMS has submitted it's Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Robert Magro, the City's IT Director, has determined and certified in writing that the value of the contract will exceed $17,500; and

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; 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).

Continuation of Resolution _____ Pg. # 3

City Clerk File No. Res. 14.050

Agenda No. 10.M JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH H&L SYSTEMS FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **H&L SYSTEMS** be accepted and that a contract be awarded to said company in the amount of **$125,000**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

BE IT FURTHER RESOLVED, that the term of the contract shall be one year effective as of January 1, 2014;

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

BE IT FURTHER RESOLVED,, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

BE IT FURTHER RESOLVED,, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

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

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. 0164624

Purchase Order No. 112203

EEO/AA Review _____

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monaghan for Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH H&L SYSTEMS FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE

Project Manager

Department/Division	**Administration**	**Information Technology**
Name/Title	**Robert Magro**	**Director**
Phone/email	**201-547-4274**	**bobm@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

PROVIDE SUPPORT SERVICES FOR PROPRIETARY SOFTWARE SYSTEMS USED FOR CITY TAX COLLECTION AND CITY FINANCIAL TRANSACTIONS.

Cost (Identify all sources and amounts)

City funds, Account 1-201-20-140-314 $10,416.66 PER MONTH, $125,000 PER YEAR

Contract term (include all proposed renewals)

One year, 1-1-14 to 12-31-14

Type of award

If "Other Exception", enter type **Support of proprietary hardware/software**

Additional Information

I certify that all the facts presented herein are accurate.

R. Magro

Signature of Department Director

1-8-14

Date

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
112203

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

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

REQUISITION # 0164624
BUYER EUS

DATE	VENDOR NO.
01/09/2014	HL254100

VENDOR INFORMATION

H&L SYSTEMS INC
327 BARCELONA DRIVE

TOMS RIVER NJ 08753

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	SOFTWARE SUPPORT SUPPORT OF PROPRIETARY SOFTWARE H&L TAX COLLECTION SOFTWARE H&L FINANCIAL SYSTEM SOFTWARE MONTHLY $10,416.66 YEARLY $125,000 INITIAL ENCUMBRANCE $32,000 TERM : 1-1-14 TO 12-31-14 RESO_____, APPROVED_____ REIMBURSE VIA PARTIAL PAYMENTS	01-201-20-140-314	32,000.0000	32,000.00
		TAX EXEMPTION NO. 22-6002013		PO Total	32,000.00

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

_____
APPROVED BY ACCOUNTS & CONTROL DATE

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

RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 164624
DEPT/DIV: INFO TECH

PO # 112203
SUBJ: H&L SUPPORT

GOODS & SERVICES NON BIDS	Amending	Emergcy	EUS	GSA	Ord	P2P	Prof Srvc	SC	Lib	Reso
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation			X							
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value			X							
Other:										

Notes:

BIDS	Goods & Srvcs	Construcion	RFP's	RFQ's	Reso	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

CITY OF JERSEY CITY

Requisition #
0164624

Assigned PO #

Requisition

Vendor
H&L SYSTEMS INC
327 BARCELONA DRIVE
TOMS RIVER NJ 08753

HL254100

Dept. Bill To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

Dept. Ship To

Contact Info

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	SOFTWARE SUPPORT	01 201 20 140 314	32,000.00	32,000.00

SUPPORT OF PROPRIETARY SOFTWARE
H&L TAX COLLECTION SOFTWARE
H&L FINANCIAL SYSTEM SOFTWARE
TERM : 1-1-14 TO 12-31-14
MONTHLY $10,416.66
YEARLY $125,000
INITIAL ENCUMBRANCE $32,000
REIMBURSE VIA PARTIAL PAYMENTS

Requisition Total **32,000.00**

Req. Date: 01/07/2014
Requested By: BOBM
Buyer Id:

Approved By: _____

This Is Not A Purchase Order

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	H&L SYSTEMS, INC.
Trade Name:	
Address:	327 BARCELONA DR TOMS RIVER, NJ 08753-2949
Certificate Number:	0567787
Effective Date:	October 09, 1990
Date of Issuance:	January 09, 2014

For Office Use Only:

20140109132153069

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 H & L Systems Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 1/15/14 (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 H & L Systems 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: H & L Systems Inc

Signed [signature] Title: Administrator

Print Name Eva Santos Date: 1/8/14

Subscribed and sworn before me
this 8 day of January, 2014.
My Commission expires:

[signature]
(Affiant)

Ryan Reese Stock Mgr. VP
(Print name & title of affiant) (Corporate Seal)

RYAN REESE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/3/18

**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).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

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
Eva Santos	327 Barcelona Dr. Toms River NJ. 08753
Noel Santos	506 Plante Ave, Toms River NJ 08753

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: H L Systems Inc

Signed: [signature] Title: Administrator

Print Name: Eva Santos Date: 1/8/14

Subscribed and sworn before me this 8 day of January, 2014

My Commission expires: RYAN REESE NOTARY PUBLIC OF NEW JERSEY Commission Expires 12/3/18

[signature] (Affiant)

Ryan Reese Store Mgr. VP

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	HHL Systems Inc.		
Address:	327 Barcelona Drive		
City:	Toms River	State: N.J.	Zip: 08753

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
[signature]	Eva Santos	Administrator

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$ 0 —

☐ Check here if the information is continued on subsequent page(s)

DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.

2. The Division of Information Technology requires maintenance of proprietary Tax Collection and Finance System computer application software.

3. The City has determined that a contract for maintenance of these proprietary software products should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).

4. **H&L SYSTEMS** can provide the maintenance services for the proprietary software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of **$10,416.66 PER MONTH, $125,000 PER YEAR**

5. The Division of Information Technology's recommendation is to award the contract to **H&L SYSTEMS**.

6. The term of the contract is one year effective as of January 1, 2014.

7. The estimated amount of the contract exceeds $17,500.00 ($125,000).

8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

9. 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: 1-8-14

Robert Magro, Director,
Division of Information Technology

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

City Clerk File No. Res. 14.051

Agenda No. 10.N

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH MICROSYSTEMS-NJ FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE SYSTEMS

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

WHEREAS, funds must be allocated for the continued support of proprietary hardware and software systems for the Tax Assessment/Collection Divisions for the calendar 2014 fiscal year; and

WHEREAS, MICROSYSTEMS-NJ has agreed to provide the goods and services specified as necessary by the Division of Information Technology; and

WHEREAS, the City of Jersey City has received a proposal from **MICROSYSTEMS-NJ** in the total amount for a one year period of **$20,600.00**; and

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

WHEREAS, funds are available in the amount of **$20,600.00** in **Acct. No. 01-201-20-140-314**

WHEREAS, MICROSYSTEMS-NJ has completed and submitted a Business Entity Disclosure Certification which certifies that **MICROSYSTEMS-NJ** 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 **MICROSYSTEMS-NJ** from making any reportable contributions during the term of the contract; and

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

WHEREAS, MICROSYSTEMS-NJ has submitted it's Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Robert Magro, the City's IT Director, has determined and certified in writing that the value of the contract will exceed $17,500; and

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; 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).

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH MICROSYSTEMS-NJ FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE SYSTEMS

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **MICROSYSTEMS-NJ** be accepted and that a contract be awarded to said company in the amount of **$20,600**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

BE IT FURTHER RESOLVED, that the term of the contract shall be one year effective as of January 1, 2014;

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

BE IT FURTHER RESOLVED,, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

BE IT FURTHER RESOLVED,, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

Continuation of Resolution _____ Pg. # 3

City Clerk File No. Res. 14.051

Agenda No. 10.N JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH MICROSYSTEMS-NJ FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE SYSTEMS

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

I, _____ (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. _____

Purchase Order No. 112204

EEO/AA Review _____

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____ for
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH MICROSYSTEMS-NJ FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE SYSTEMS

Project Manager

Department/Division	**Administration**	**Information Technology**
Name/Title	**Robert Magro**	**Director**
Phone/email	**201-547-4274**	**bobm@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

PROVIDE SUPPORT SERVICES FOR PROPRIETARY TAX ASSESSMENT SOFTWARE USED IN THE TAX ASSESSOR AND COLLECTORS OFFICES.

Cost (Identify all sources and amounts)

City funds, Account 1-201-20-140-314
$20,600.00

Contract term (include all proposed renewals)

One year, 1-1-14 to 12-31-14

Type of award

If "Other Exception", enter type **Support of proprietary hardware/software**

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

1-8-14
Date

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
112204

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

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

REQUISITION # **0164629**
BUYER **EUS**

DATE	VENDOR NO
01/09/2014	MI366495

VENDOR INFORMATION

MICRO SYSTEMS - N.J.
985 ROUTE 202-206

BRIDGEWATER NJ 08807

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	SOFTWARE SUPPORT SUPPORT OF PROPRIETARY SOFTWARE MOD 4 TAX ASSESSMENT SYSTEMS TERM : 1-1-14 TO 12-31-14 RESO_____, APPROVED_____	01-201-20-140-314	20,600.0000	20,600.00
		TAX EXEMPTION NO. 22-6002013		PO Total	20,600.00

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

_____ 1/9/14
APPROVED BY THE PURCHASING AGENT DATE

_____
APPROVED BY ACCOUNTS & CONTROL DATE

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

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 164629
DEPT/DIV: INFO TECH

PO # 112204
SUBJ: MOD 4 TAX SUPPORT

GOODS & SERVICES NON BIDS

	Amending	Emergcy	EUS	GSA	Ord	P2P	Prof Srvc	SC	Lib	Reso
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation			X							
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value			X							
Other:										

Notes:

BIDS

	Goods & Srvcs	Construcion	RFP's	RFQ's	Reso	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

Requisition #
0164629

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition

Assigned PO #

Vendor
MICRO SYSTEMS - N.J.
985 ROUTE 202-206
BRIDGEWATER NJ 08807

MI366495

Dept. Bill To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY EUS

Dept. Ship To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

Contact Info
ROBERT MAGRO
015474274.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	SOFTWARE SUPPORT	0120120140314025	20,600.00	20,600.00

SUPPORT OF PROPRIETARY SOFTWARE
MOD 4 TAX ASSESSMENT SYSTEMS

TERM : 1-1-14 TO 12-31-14

RESO_____, APPROVED_____

Requisition Total **20,600.00**

Req. Date: 01/07/2014
Requested By: BOBM
Buyer Id:

Approved By:_____

This Is Not A Purchase Order

DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.

2. The Division of Information Technology requires maintenance of proprietary computer hardware and software systems used in the Tax Collection and Tax Assessment offices.

3. The City has determined that a contract for maintenance/support of these proprietary hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).

4. **MICROSYSTEMS-NJ** can provide the maintenance/support services for the proprietary hardware/software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of $20,600 for a period of one year.

5. The Division of Information Technology's recommendation is to award the contract to **MICROSYSTEMS-NJ**.

6. The term of the contract is one year effective as of January 1, 2014.

7. The estimated amount of the contract exceeds $17,500.00 ($20,600).

8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

9. 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: 1-8-14

Robert Magro, Director,
Division of Information Technology

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	MICROSYSTEMS-NJ.COM, L.L.C.
Trade Name:	
Address:	985 ROUTE 202-206 BRIDGEWATER, NJ 08807-1244
Certificate Number:	0727427
Effective Date:	January 15, 1999
Date of Issuance:	January 09, 2014

For Office Use Only:

20140109132339398

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
William Raska	542 Berrywood Lane
	Bridgewater, NJ
Denise Raska	"

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: MicroSystems-nj.com, L.L.C.
Signed: William K. Raska Title: Member
Print Name: William Raska Date: 12/5/13

Subscribed and sworn before me this ___ day of _____, 2__. My Commission expires:	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	MicroSystems-nj.com, L.L.C.		
Address:	985 Route 202-206		
City:	Bridgewater	State: NJ	Zip: 08807

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

William K. Raska	William Raska	Member
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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 MicroSystems-nj.com (name of business entity) has not made any reportable contributions in the **one-year period preceding 12/5/13 (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 MicroSystems-nj.com (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: MicroSystems-nj.com, L.L.C.

Signed William K. Raska Title: Member

Print Name William Raska Date: 12/5/13

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.

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

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

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

Representative's Name/Title (Print): William Raska

Representative's Signature: William K. Raska

Name of Company: MicroSystems-nj.com, L.L.C.

Tel. No.: 9087048862 **Date:** 12/5/13

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title (Print): William K. Raska
Representative's Signature: William K. Raska
Name of Company: MicroSystems-nj.com, L.L.C.
Tel. No.: 9087048862 **Date:** 12/5/13

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: MicroSystems-nj.com, L.L.C.

Address: 985 Route 202-206, Bridgewater NJ

Telephone No.: 908 704 8862

Contact Name: William Raska

Please check applicable category:

____ Minority Owned Business (MBE) ____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE) X Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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: MicroSystems-nj.com, L.L.C.

Address: 985 Route 202/206, Bridgewater NJ

Telephone No. : 908 704 8862

Contact Name: William Raska

Please check applicable category:

_____ Minority Owned Business (MBE) _____ Minority& Woman Owned Business (MWBE)

_____ Woman Owned business (WBE) X 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:

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Certification **28079**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2007** to **15-MAR-2014**

MICROSYSTEMS-NJ.COM, L.L.C.
985 RT. 202-206
BRIDGEWATER NJ 08807

State Treasurer

04/20/04

Taxpayer Identification# **223-626-324/000**

Dear Business Representative:

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

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

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

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

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully, CPA
Acting Director

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

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

TAXPAYER NAME:
MICROSYSTEMS-NJ.COM, L.L.C.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-626-324/000

SEQUENCE NUMBER:
0727427

ADDRESS:
985 ROUTE 202-206
BRIDGEWATER NJ 08807

ISSUANCE DATE:
04/20/04

EFFECTIVE DATE:
01/07/99

Acting Director

FORM-BRC(08-01)

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

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

City Clerk File No. Res. 14.052

Agenda No. 10.0

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

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

WHEREAS, funds must be allocated for the maintenance of Wide Area and Local Area PC Network proprietary telecommunications hardware and software systems as well as proprietary City email, anti-virus and anti-spam systems; and

WHEREAS, NETWORK MANAGEMENT SOLUTIONS has agreed to provide these goods and services per specifications of the Division of Information Technology; and

WHEREAS, the City of Jersey City has received a proposal from **NETWORK MANAGEMENT SOLUTIONS** (for a one year period, 1-1-14 to 12-31-14) in the amount of **$12,800** per month, **$153,600** per year; of which **$39,000** will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et. seq; and

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

WHEREAS, funds are available in the amount of **$39,000.00 in Acct. No. 1-201-20-140-314**

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

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

WHEREAS, NETWORK MANAGEMENT SOLUTIONS has submitted it's Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Robert Magro, the City's IT Director, has determined and certified in writing that the value of the contract will exceed $17,500; and

WHEREAS, N.J.S.A. 40A:11-5(1)dd authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City.

City Clerk File No. Res. 14.052
Agenda No. 10.0 JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **NETWORK MANAGEMENT SOLUTIONS** be accepted and that a contract be awarded to said company in the amount of **$153,600**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

BE IT FURTHER RESOLVED, that the term of the contract shall be one year effective as of January 1, 2014;

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

BE IT FURTHER RESOLVED,, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

BE IT FURTHER RESOLVED,, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

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

Continuation of Resolution _____ Pg. # 3

City Clerk File No. Res. 14.052

Agenda No. 10.0 JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2014 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. 0164612

Purchase Order No. 112602

EEO/AA Review _____

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____ for
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

Project Manager

Department/Division	**Administration**	**Information Technology**
Name/Title	**Robert Magro**	**Director**
Phone/email	**201-547-4274**	**bobm@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

MAINTENANCE OF WIDE AREA AND LOCAL AREA PC NETWORK TELECOMMUNICATIONS HARDWARE AND SOFTWARE SYSTEMS AS WELL AS CITY EMAIL, ANTI-VIRUS AND ANTI-SPAM SYSTEMS

Cost (Identify all sources and amounts)

City funds, Account 1-201-20-140-314 $12,800.00 PER MONTH, $153,600.00 FOR THE YEAR

Contract term (include all proposed renewals)

One year, 1-1-14 to 12-31-14

Type of award

If "Other Exception", enter type **Support of proprietary hardware/software**

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

1-8-14

Date

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
112202
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

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

REQUISITION # 0164612
BUYER EUS

DATE	VENDOR NO.
01/09/2014	NE397100

VENDOR INFORMATION

NETWORK MANAGEMENT SOLUTIONS
1122 ROUTE 22 WEST, 2ND FL

MOUNTAINSIDE NJ 07092

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	SUPPORT SERVICES OF PROPRIETARY CITY NETWORK SYSTEMS FILE SERVERS, SWITCHES, FIREWALLS, VOIP TAPE BACKUPS, MONITOR TELECOMMUNICATIONS LINES MONITOR WIRELESS NETWORKS $12,800 PER MONTH PER YEAR $153,600 INITIAL ENCUMBRANCE $39,000 CONTRACT TERM : 1-1-14 TO 12-31-14 RESO_____, APPROVED_____ REIMBURSE VIA PARTIAL PAYMENTS	01-201-20-140-314	39,000.0000	39,000.00
		TAX EXEMPTION NO. 22-6002013		PO Total	39,000.00

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

_____
APPROVED BY ACCOUNTS & CONTROL DATE

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

RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 164612
DEPT/DIV: INFO TECH

PO # 112202
SUBJ: NETWORK SUPPORT

GOODS & SERVICES NON BIDS	Amending	Emergcy	EUS	GSA	Ord	P2P	Prof Srvc	SC	Lib	Reso
Quote/Proposal/Agreement			X							
EEO/AA Compliance			X							
BRC/Validation			X							
Pay-to-Play, Political Contribution/B.E.D.			X							
Legislative Fact Sheet/ Determination of Value			X							
Other:										

Notes:

BIDS	Goods & Srvcs	Construcion	RFP's	RFQ's	Reso	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

Requisition #
0164612

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition

Assigned PO #

EUS
Rec'd
1-8-14

Vendor
NETWORK MANAGEMENT SOLUTIONS
1122 ROUTE 22 WEST, 2ND FL
MOUNTAINSIDE NJ 07092

NE397100

Dept. Bill To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

Dept. Ship To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

Contact Info
ROBERT MAGRO
2015474274

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	SUPPORT SERVICES	01-201-20-140-314	39,000.00	39,000.00

SUPPORT OF PROPRIETARY CITY NETWORK SYSTEMS
FILE SERVERS, SWITCHES, FIREWALLS, VOIP
TAPE BACKUPS, MONITOR TELECOMMUNICATIONS LINES
MONITOR WIRELESS NETWORKS
CONTRACT TERM : 1-1-14 TO 12-31-14
$12,800 PER MONTH
PER YEAR $153,600
INITIAL ENCUMBRANCE $39,000
REIMBURSE VIA PARTIAL PAYMENTS

Requisition Total **39,000.00**

Req. Date: 01/07/2014

Requested By: BOBM

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.

2. The Division of Information Technology requires maintenance of proprietary Wide Area and Local Area PC Network telecommunications hardware and software systems as well as proprietary City email, anti-virus and anti-spam systems.

3. The City has determined that a contract for maintenance/management/monitoring of these proprietary PC Network hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).

4. **NETWORK MANAGEMENT SOLUTIONS** can provide the maintenance/management/monitoring services for the proprietary PC Network hardware/software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of $12,800 per month, $153,600 per year.

5. The Division of Information Technology's recommendation is to award the contract to **NETWORK MANAGEMENT SOLUTIONS** .

6. The term of the contract is one year effective as of January 1, 2014.

7. The estimated amount of the contract exceeds $17,500.00 ($153,600).

8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

9. 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: 1-7-14

Robert Magro, Director,
Division of Information Technology

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	NETWORK MANAGEMENT SOLUTIONS, INC.
Trade Name:	
Address:	1122 RT 22 MOUNTAINSIDE, NJ 07092-2812
Certificate Number:	0659986
Effective Date:	June 14, 1996
Date of Issuance:	January 09, 2014

For Office Use Only:

20140109132305900

Network Management Solutions
Making Business Better

Network Management Solutions, Inc.
1122 Route 22W
Mountainside, New Jersey 07092
Tel: (908) 232-0100
Fax: (908) 232-1306
www.nmscorp.com

January 6, 2014

Mr. Robert Magro
The City of Jersey City
1 Journal Square
Jersey City, NJ 07306

Dear Bob,

Attached is our management proposal for 2014. We are well aware of the continued financial issues which The City of Jersey City is facing so again we have not increased our costs which have been stable for the past five years even though the City has spent large sums on both wireless and server/storage technology.

We appreciate your business and look forward to maintaining operating costs and providing continued pro-active monitoring and management services to Jersey City for 2014.

Sincerely,

Donald R. Seisz

Network Management Solutions, Inc
1122 Route 22 West
Mountainside, New Jersey 07092

Infrastructure Management Proposal

Prepared for:

THE CITY OF JERSEY CITY

January 6, 2014

This proposal contains confidential information and is intended for the private use of The City of Jersey City. This proposal is not for distribution outside of The City of Jersey City.

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INTRODUCTION (2)

NETWORK MANAGEMENT SERVICES (3)

SERVICE LEVEL AGREEMENT (4)

COST OF SERVICES (5)

CONCLUSION (6)

INTRODUCTION

Network Management Solutions (NMS) appreciates the opportunity to propose Infrastructure Management Services to The City of Jersey City.

In working with Jersey City NMS believes its services continue to provide value and we welcome feedback and want to offer network management services, which are innovative, industry leading, flexible and beneficial to the City and the staff supporting it. We will continue to provide a high level of support to insure the network is pro-actively monitored 24X7 for critical systems and 8am to 6pm (M-F) for non-critical systems. All systems and network related issues will be diagnosed and resolved in a timely and coordinated manner.

Networking technology has created tremendous business opportunities for many organizations. Network Management Solutions understands the critical nature of our customer's networks and is committed to providing and continuously improving upon the services offered. NMS is dedicated to working in conjunction with its customers as partners with the objective of providing services, which exceed expectations.

Our company's philosophy is simple, help our customers monitor and manage the technology infrastructure that is key to their business operation and success. We implement our services based on the following principles:

- Provide a watchful eye over the infrastructure, which is responsive in managing and measuring; availability, resource consumption, security levels, and fiscal responsibility.
- Provide our customers with easy to access, timely and informative reports, which detail essential information.
- Provide our customers with flexible solutions, which fit the organizations objectives, and respond promptly as requirements change.
- Provide expert customer feedback that is unbiased, product and service independent.

NMS realizes that there are several approaches, which Jersey City can take in managing its network infrastructure. As a business partner, NMS will continually help Jersey City avoid costly and timely mistakes by offering a strategy which results in maximum benefit; improved return on investment, improved controls, and increased network performance – all while controlling costs.

Network Management Solutions will provide pro-active monitoring and management and will deliver the following services under this agreement:

WAN/LAN

- NMS will act as the single focal point for the LAN/WAN infrastructure and all identified managed components in this agreement. This includes identifying and resolving system and circuit outages and coordinating replacement.
- Includes 8am to 6pm (M-F) monitoring and access to NMS staff and its resources.
- Provides network alarming via a management workstation. NMS will diagnose the problem area and notify designated JC personnel.
- Should a circuit or system outage occur, the designated JC contacts will be immediately notified about the outage, the reason for outage, and will be updated hourly with an estimated time of repair.
- Should a trouble call be diagnosed by NMS as a hardware failure, the equipment will be replaced by NMS staff via the current selected hardware replacement plan.
- Maintain and update as required a complete network documentation set in Visio format.

Servers/Exchange

- Provide monitoring of all HP/DELL Servers. This includes monitoring active services such as DNS, WINS, and DHCP.
- Manage all HP/DELL system Firmware/BIOS updates.
- Provide overall supervision of the Active Directory Infrastructure.
- Manage entire Infrastructure Group Policies and related services.
- Manage Microsoft WSUS Server and all related services. This includes updates for all Servers and clients.
- Manage overall Symantec Anti-Virus Server Platform.
- Provide monitoring and management of Symantec Backup Exec. jobs to verify operation.
- Provide monitoring and management of the Dell TL4000 Tape Library to include any Firmware updates.
- Provide monitoring and Management of the Dell (4) EqualLogic SAN's including disk allocation and proper operation.
- Update Exchange windows server software and firmware.
- Update Exchange software.
- Support on-going email filtering issues with Dell/Symantec.
- Schedule updates as required.
- Maintain all mail MX records.
- Acquire, maintain and update SSL security certificates.

The City Of Jersey City

Proactive Monitoring

- Customer infrastructure to be monitored 8am to 6pm (M-F) non-critical systems.
- Customer infrastructure to be monitored 24X7 for critical systems.
- All faults to be identified within 5 minutes of failure.
- Problem determination to begin immediately following failure id.
- Customer to be notified within 15 minutes.
- NMS to coordinate repair of all failures.
- Customer to be updated as agreed upon by JC personnel.
- NMS to escalate all problems as required as per agreed JC procedures.
- NMS to confirm all repairs with customer.
- NMS to provide problem details via email at conclusion.
- NMS to provide daily web based reports on designated devices.
- ***Failure to properly identify, notify and manage fault isolation will result in service credit for monthly management fees for device.***

Performance Reporting

- NMS to provide web based reports as needed of facility performance.
- NMS to provide web based reports as needed of core CPE performance.
- NMS to provide on demand reports.
- NMS to provide expert analysis of reports.
- NMS to provide recommendations monthly for engineering changes.
- ***Failure to provide as needed performance management reports will result in service credit for monthly management fees for device.***

Installation/Change Management

- All changes will be based on agreed upon schedule.
- Standard interval for CPE change coordination is 2 business days.
- NMS will coordinate all circuit changes with carrier.
- NMS will maintain database of all JC devices, serial #'s, maintenance contracts, and contact information.
- NMS to coordinate and maintain all network diagrams.
- ***Failure to deliver on NMS controlled activities will result in service credit for changes or installation fees.***

COST OF SERVICES

Network Management Solutions appreciates the opportunity again to propose Network Management Services to The City of Jersey City. Below are the costs associated with monitoring and managing the Jersey City Infrastructure.

- **JC WAN Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for the Verizon frame-relay circuits/Wireless network infrastructure and Cisco routers/switches all City locations. (All Cisco hardware has existing maintenance contracts with the City). In addition, this includes the monitoring and management of all LTW wireless antenna's. (See Attachment A).

  Monthly Cost - $1,400.00

- **JC LAN Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for the Cisco Switching infrastructures at all locations. (All Cisco hardware has existing maintenance contracts with the City). This also includes the monitoring for UPS systems at 1JSQ and 280 Grove and the HVAC systems at 1JSQ. (See Attachment A).

  Monthly Cost - $1,200.00

- **JC Internet Access Management** – This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for (2) Internet circuits, (2) Cisco PIX Firewalls, (2) FAT Pipes and change management of the Websense filtering system. (All hardware listed above has existing maintenance contracts with the City).

  Monthly Cost - $1,000

- **JC Server Management** – – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for all HP /DELL Servers, Dell EqualLogic SANs, Symantec Backup Exec. and the TL4000 Tape Library. (See Attachment B).

  Monthly Cost - $7,400

- **JC Exchange Email Management** - This service includes 24X7 monitoring, management, performance reporting, and coordination of repairs for all DELL HUB/CAS Servers, Dell EqualLogic SANs. This also includes level 2 support for all related user email issues. (See Attachment B).

  Monthly Cost – $1,200.00

- **JC Cisco Voice Systems and PRI Circuits** - This service includes 24X7 monitoring, performance reporting, and coordination of repairs for (4) VOIP systems at 1 JSQ and (2) VOIP systems at 280 Grove.

  Monthly Cost – $600.00

Total Monthly Management Cost $12,800.00

Conclusion

Network Management Solutions appreciates the opportunity to again offer its services and will continue to provide the necessary resources to insure a smooth running network infrastructure. In addition, NMS looks forward to improving upon its service offerings while providing reliability, availability, and stability to the network infrastructure through structured, measured, management services.

ATTACHMENT A

Street Address	Device Name	Model #	Serial #	Contract Type
1 Chapel	SW-1Chapel-3750	WS-C3750-48TS-E	FDO1235Y0B2	8X5XNBD
1 JSQ	SW-1JSQ-6509	WS-C6509 (R7000)	SMG0921A07L	24x7x4 (SNTP)
1 JSQ	R-1JSQ-3845	3845	FTX0927A4S0	8X5XNBD
1 JSQ	SW2-1JSQ-6509	WS-C6509-E	SMG1202N0XF	24x7x4 (SNTP)
1 JSQ	SW1-1JSQ-3560-SAN	WS-C3560G-24TS-S	FOC1313W23G	8X5XNBD
1 JSQ	SW2-1JSQ-3560-SAN	WS-C3560G-24TS-S	FOC1313W21X	8X5XNBD
1 JSQ	SW3-1JSQ-3560-SAN	WS-C3560G-24TS-E	FOC1328Z6NU	8X5XNBD
1 JSQ	SW4-1JSQ-3560-SAN	WS-C3560G-24TS-E	FOC1330Y2RQ	8X5XNBD
1 JSQ	SW5-1JSQ-3560-SAN	WS-C3560G-24TS-S	FOC1402Y5DH	8X5XNBD
1 JSQ	FW-1JSQ-ASA5520	ASA 5520	JMX1418L37Y	8X5XNBD
1 JSQ	FW-1JSQ-ASA5520-Failover	ASA 5520	JMX1418L37Z	8X5XNBD
1 JSQ	SW-1JSQ-3560-48PS-4FL	WS-C3560-48PS-S	CAT1116ZGVE	8X5XNBD
1 JSQ	ACS Software	CSACS-4.1-WIN	Software Application	
145 MLK Drive	SW-145MLK-3560	WS-C3560-12PC-S	FOC1243U54N	8X5XNBD
201 Central	R-201Central-2811	2811	FTX1126A1KW	8X5XNBD
280 Grove	SW-280Grove-3560-Clerk_Office	WS-C3560-24PS-S	CAT1030RKX3	8X5XNBD
280 Grove	SW-280Grove-3560-RM308	WS-C3560-48PS-S	CAT1030ZJPT	8X5XNBD
280 Grove	SW-280Grove-3560-RM316	WS-C3560-48PS-S	CAT1030ZKB8	8X5XNBD
280 Grove	SW-280Grove-3560-RM103	WS-C3560-48PS-S	CAT1030ZK9Z	8X5XNBD
280 Grove	SW-280Grove-3560-RM223	WS-C3560-48PS-S	CAT1030ZKA6	8X5XNBD
280 Grove	SW-280Grove-3560-RM101	WS-C3560-48PS-S	CAT1030ZKAD	8X5XNBD
280 Grove	SW-280Grove-3560-RM208	WS-C3560-48PS-S	FDO1347Y0RC	8X5XNBD
280 Grove	JerseyCity_AP	AIR-AP1131AG-A-K9	FTX1138N1BQ	8X5XNBD
280 Grove	SW2-280Grove-3560-RM208	WS-C3560-48PS-S	FDO1138Z87F	8X5XNBD
280 Grove	R-280Grove-2900	CISCO2911/K9	FTX1642AHNK	8X5XNBD
280 Grove	SW-280Grove-6509E	WS-C6509-E V04	SMG1642N04S	24x7x4 (SNTP)
280 Grove	280Grove_2500_WiFi_Controller	2500 Wireless Controller	PSZ1632020Z	8X5XNBD
280 Grove	280Grove_Council_AP	AIR-AP1242G-A-K9	FTX1138B1SM	8X5XNBD
280 Grove	SW-280Grove-3560-4FL	WS-C3560-48PS-S	FDO1347Y0YG	8X5XNBD
30 Montgomery	R-30Montgomery-2811	2811	FTX0927A1HW	8X5XNBD
30 Montgomery	SW-30Montgomery-4506	WS-C4506 (MPC8245)	FOX104005MU	24x7x4 (SNTP)
30 Montgomery	SW2-30Montgomery-3560-14Fl	WS-C3560-48PS-S	CAT1039ZM0Q	8X5XNBD

ATTACHMENT A

30 Montgomery	SW-30Montgomery-3560-14Fl	WS-C3560-48PS-S	CAT1039ZLZU	8X5XNBD
30 Montgomery	SW1-30Montgomery-3560-4Fl	WS-C3560-24PS-S	FDO1349X0SX	8X5XNBD
360 MLK Drive	R-360MLK-2800	2811	FTX1021A35D	8X5XNBD
360 MLK Drive	SW-360MLK-3750 (Commerce)	WS-C3750-48TS-S	FDO1231Y2JS	8X5XNBD
360 MLK Drive	SW-360MLK-3560 (HEDC)	WS-C3560-48TS-S	FDO1231Z19C	8X5XNBD
365 Summit	SW-JC-365Summit-STK-2FL	WS-C3750G-24TS-S1U	FOC1138Y4B5	8X5XNBD
365 Summit	SW-JC-365Summit-STK-2FL	WS-C3750G-24TS-S1U	FOC1231Y2TQ	8X5XNBD
365 Summit	SW2-JC-365Summit-STK-2FL	WS-C3750-48PS-S	FDO1233X5G3	8X5XNBD
365 Summit	SW2-JC-365Summit-STK-2FL	WS-C3750-48PS-S	FDO1233X5G2	8X5XNBD
365 Summit	SW-JC-365Summit-STK-1FL	WS-C3750-48PS-S	FDO1233X5EU	8X5XNBD
365 Summit	SW-JC-365Summit-STK-1FL	WS-C3750-48PS-S	FDO1233X5HN	8X5XNBD
365 Summit	R-JC-365Summit-2811	2811	FTX1421A0PY	8X5XNBD
50 Baldwin	SW-JC-50Baldwin-STK	WS-C3750G-12S-S	CAT1130ZKN8	8X5XNBD
50 Baldwin	SW-JC-50Baldwin-STK	WS-C3750-24TS-E	CAT0814Z16Q	8X5XNBD
50 Baldwin	SW-JC-50Baldwin-STK	WS-C3750G-24T-S	FDO1324Z0S9	8X5XNBD
575 Route 440	R-575Route440-2811	2811	FTX0927A1HU	8X5XNBD
575 Route 440	SW-575RT440-4506	WS-C4506 (MPC8245)	FOX103904Z1	24x7x4 (SNTP)
575 Route 440	SW3-575RT440-3560	WS-C3560-48TS-S	CAT1040ZH6F	8X5XNBD
575 Route 440	SW4-575RT440-3560	WS-C3560-48TS-S	CAT1035RJA6	8X5XNBD
575 Route 440	SW5-575RT440-3560	WS-C3560-24TS-S	CAT1035RHMW	8X5XNBD
575 Route 440	SW2-575RT440-3560	WS-C3560-24TS-E	FDO1146Y4MM	8X5XNBD

ATTACHMENT B

NAME	Role	Operating System
JC AS400B	N/A	N/A
R0906-Tax-Assesor-U	TAX Assesor Software	N/A
ITtaxSRV	SQL / TAX - FIN	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
ITTax02	SQL - TAX	Windows Server 2008 R2 Enterprise
ITAPP1	1JSQ File Server	Microsoft(R) Windows(R) Server 2003, Enterprise Edition R2
ITAPP2	FreeSFTP /WSUS / File Shares	Microsoft(R) Windows(R) Server 2003, Enterprise Edition
ITAPP3	Websense Reporting /SQL2000	Microsoft(R) Windows(R) Server 2003, Enterprise Edition
ITSQL2	SQL2000-STD-SP4	Microsoft(R) Windows(R) Server 2003, Enterprise Edition
ITSQL1	SQL2000-STD-SP3	Microsoft(R) Windows(R) Server 2003, Enterprise Edition
ITFP1	1JSQ File / Print server	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
ITTS1	FOW Terminal Server	Microsoft(R) Windows(R) Server 2003, Standard Edition
ITSRV30	Symantec 12.1 AV	Windows Server 2008 R2 Enterprise
ITDC31	DC / DNS / WINS / DHCP/ TS Licensing	Windows Server 2008 R2 Standard
ITDC32	DC / DNS / WINS / DHCP /NPS(Radius-FW)	Windows Server 2008 R2 Standard
ITIIS2	INTRANET Web	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
ITDC1	DC	Microsoft(R) Windows(R) Server 2003, Standard Edition
ITSRV35	Hyper V Host Cluster	Windows Server 2008 R2 Enterprise
ITSRV36	Hyper V Host Cluster	Windows Server 2008 R2 Enterprise
IT-Websense	Websense	Microsoft Windows Server 2008 Standard
ITMsg	Dell Symantec SPAM	Windows Server 2008 R2 Standard
ITTrackit	No Roles	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
RFAX01	FAX server	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
ITACS	Cisco ACS for Wireless at 280Grove	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
Tipsserver3	TIPS Cluster SRV	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
LargeDocsSRV	Large Docs	Microsoft(R) Windows(R) Server 2003, Enterprise Edition R2
ITSRV45	Hyper-V SCVMM	Windows Server 2008 R2 Enterprise
ITFP01	File / Print / DFS	Windows Server 2008 R2 Enterprise
FIN2SRV	Check Design	Microsoft(R) Windows(R) Server 2003, Enterprise Edition R2
ITBackupSRV	Symantec Backup Exec 12.5	Microsoft(R) Windows(R) Server 2003 Standard x64 Edition R2
Dell TL4000		
Handscan	Handscanner-TS server	Microsoft(R) Windows(R) Server 2003, Datacenter Edition R2
ITSRV52	Hyper V Host Cluster	Windows Server 2008 R2 Enterprise
ITSRV53	Hyper V Host Cluster	Windows Server 2008 R2 Enterprise

ATTACHMENT B

ITBLKBRY	Black Berry	Microsoft Windows Server 2008 Standard
ITMAIL1	Exchange 2007	Microsoft Windows Server 2008 Enterprise
ITMAIL2	Exchange 2007	Microsoft Windows Server 2008 Enterprise
ITHUB1	Exchange 2007	Microsoft Windows Server 2008 Enterprise
ITHUB2	Exchange 2007	Microsoft Windows Server 2008 Enterprise
OCS01	Office Communicator 2007	Microsoft(R) Windows(R) Server 2003, Enterprise Edition
ITSRV73	SMTP Server	Windows Server 2008 R2 Standard
ITSQL81	ITSQL Cluster	Windows Server 2008 R2 Enterprise
ITSQL82	ITSQL Cluster	Windows Server 2008 R2 Enterprise
ITSRV87	VM, DFS server	Windows Server 2008 R2 Standard
ITPrt01	Print Server	Windows Server 2008 R2 Standard
ITRFAX01	RightFax	Windows Server 2008 R2 Enterprise
ITSRV111	Dell OpenManage Essentials	Windows Server 2008 R2 Standard
ITTS02	User Terminal Server	Microsoft(R) Windows(R) Server 2003, Standard Edition
OHO-Web-2	OHO Web	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
ITIIS1	Internet WEB	Microsoft(R) Windows(R) Server 2003, Standard Edition
JC-Web1	OHO Web	Windows Server 2008 R2 Standard
OHO-SQL-GQ1SYC1	OHO SQL	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
ITISA	MSISA	Microsoft(R) Windows(R) Server 2003, Standard Edition
Commerce	DC / File / Print	Microsoft(R) Windows(R) Server 2003, Standard Edition
RECSRV01	DC / File / Print	Windows Server 2008 R2 Standard
RT440SRVFP1	Autodesk Server	Microsoft(R) Windows(R) Server 2003, Standard Edition R2
DPWSRV01	DC / File / Print	Windows Server 2008 R2 Standard
RT440-EngSRV	File / Print	Microsoft(R) Windows(R) Server 2003 Enterprise x64 Edition R2
CHSRV01	DC / DNS / WINS / DFS / File Servers	Windows Server 2008 R2 Enterprise
ITFMsrv01	Filemaker 11 server	Windows Server 2008 R2 Standard
HEDCSRV01	DC / File / Print	Windows Server 2008 R2 Standard
HEDCSRV02	Print Server HEDC	Windows Server 2008 R2 Standard
COURTSRV01	DC / File / Print	Windows Server 2008 R2 Standard
Tipsserver1	TIPS Cluster SRV	Microsoft(R) Windows(R) Server 2003, Enterprise Edition R2
Tipsserver2	TIPS Cluster SRV	Microsoft(R) Windows(R) Server 2003, Enterprise Edition R2

ATTACHMENT B

CourtRecordSRV	Court Recording	Microsoft(R) Windows(R) Server 2003, Enterprise Edition R2
TrackIT	TrackIT	Windows Server 2003
NMS-Test	NMS-Test	

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.
The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: Network Management Solutions

SIGNATURE: [signature] DATE: 01 06 - 14

PRINT NAME: Donald R Seiz TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: Network Management Solutions
Address: 1122 Route 22
City: Mountainside State: N.J. Zip: 07092

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
[signature]	Donald R Seiz	President

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
	N/A		$

☐ Check here if the information is continued on subsequent page(s)

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): Donald R Seiz President
Representative's Signature: [signature]
Name of Company: Network Management Solution
Tel. No.: 908 232 6100 **Date:** 1/6/14

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

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

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

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

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

Representative's Name/Title Print): Donald R. Serr, President
Representative's Signature: [signature]
Name of Company: Network Management Solutions
Tel. No.: 908 232 0100 **Date:** 1/6/14

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : Network Management Solutions

Address : 1122 RT 22, Mountainside NJ 07092

Telephone No. : 908-232-0100

Contact Name : Donald R Seiz

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business(MWBE)

____ Woman Owned business (WBE)

✓ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : Network Management Solutions

Address : 1122 RT 22 Mountainside NJ 07092

Telephone No. : 908-232-0100

Contact Name : Donald R Seil

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business(MWBE)

____ Woman Owned business (WBE)

✓ Neither

Definitions
Minority Business Enterprise

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemrai "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

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
Donald R Seir	438 Caldwell Drive, Wyckoff, 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: Network Management Solutions

Signed: [signature] Title: President

Print Name: Donald R Seir Date: 1/6/14

Subscribed and sworn before me this 6 day of January, 2014

My Commission expires:

[signature] (Affiant)

Donald R Seir, President

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

SANDY ETNINE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 28, 2015
I.D.# 2398734

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: Donald R Seirz	Name:
Home Address: 438 Crowell Drive Wyckoff, NJ 07481	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 6 day of January, 2014

(Notary Public)

My Commission expires.

SANDY ETAYNE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 20, 2016

(Affiant)

Donald R Seirz President

(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 Network Management Solutions (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128

PART II - Signature and Attestation:

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

Name of Business Entity: Network Management Solutions

Signed _____ Title: President

Print Name Donald R Seiz Date: 1/6/14

Subscribed and sworn before me
this 6 day of January 2014.
My Commission expires:

_____
(Affiant)

Donald R Seiz, President
(Print name & title of affiant) (Corporate Seal)

SANDY ETIENNE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 28, 2015
I.D.# 2398794

**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.

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

I certify that I am Donald R Seisz

of the firm of Network Management Solutions

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

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

(Signature of respondent) [signature]
Donald R Seisz

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY January 6 OF 20 14

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) [signature]

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

SANDY ETHNE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY [illegible]

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

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned
Donald Seirz	438 Cardwell Dr. Wyckoff, NJ 07481	95

SIGNATURE: Donald R Seirz

TITLE: President

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY January 6 OF 20 14

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 .

SANDY ERWIN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 28, 2015

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

Certification 36024

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-OCT-2011 to 15-OCT-2018

NETWORK MANAGEMENT SOLUTIONS, INC.
1122 ROUTE 22
MOUNTAINSIDE NJ 07092

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

NETWORK MANAGEMENT SOLUTIONS, INC.

TRADE NAME:

ADDRESS:

1122 RT 22
MOUNTAINSIDE NJ 07092

SEQUENCE NUMBER:

0659986

EFFECTIVE DATE:

01/10/96

ISSUANCE DATE:

08/14/06

Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01) THIS CERTIFICATE IS NOT ASSIGNABLE OR TRANSFERABLE. IT MUST BE CONSPICUOUSLY DISPLAYED AT ABOVE ADDRESS.

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

City Clerk File No. Res. 14.053

Agenda No. 10.P

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH PARK PLACE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

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

WHEREAS, funds must be allocated for the maintenance of proprietary PC Network file server hardware and software systems; and

WHEREAS, PARK PLACE INTERNATIONAL has agreed to provide these goods and services per specifications of the Division of Information Technology; and

WHEREAS, the City of Jersey City has received a proposal from **PARK PLACE INTERNATIONAL** (for a one year period, 1-1-14 to 12-31-14) in the amount of **$21,357.12**; which will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et. seq; and

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

WHEREAS, funds are available in the amount of **$21,357.12 in Acct. No. 1-201-20-140-314**

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, PARK PLACE INTERNATIONAL has completed and submitted a Business Entity Disclosure Certification which certifies that **PARK PLACE INTERNATIONAL** 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 **PARK PLACE INTERNATIONAL** from making any reportable contributions during the term of the contract; and

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

WHEREAS, PARK PLACE INTERNATIONAL has submitted it's Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Robert Magro, the City's IT Director, has determined and certified in writing that the value of the contract will exceed $17,500; and

WHEREAS, N.J.S.A. 40A:11-5(1)dd authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City.

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH PARK PLACE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **PARK PLACE INTERNATIONAL** be accepted and that a contract be awarded to said company in the amount of **$21,357.12**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

BE IT FURTHER RESOLVED, that the term of the contract shall be one year effective as of January 1, 2014;

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

BE IT FURTHER RESOLVED,, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

BE IT FURTHER RESOLVED,, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

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

Continuation of Resolution _____ Pg. # 3

City Clerk File No. Res. 14.053

Agenda No. 10.P JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH PARK PLACE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2014 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. 0164628

Purchase Order No. 112287

EEO/AA Review _____

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____ for
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH PARK PLACE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE

Project Manager

Department/Division	**Administration**	**Information Technology**
Name/Title	**Robert Magro**	**Director**
Phone/email	**201-547-4274**	**bobm@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

MAINTENANCE OF PC NETWORK SERVER HARDWARE AND SOFTWARE SYSTEMS.

Cost (Identify all sources and amounts)

City funds, Account 1-201-20-140-314
$21,357.12

Contract term (include all proposed renewals)

One year, 1-1-14 to 12-31-14

Type of award

If "Other Exception", enter type **Support of proprietary hardware/software**

Additional Information

I certify that all the facts presented herein are accurate.

R. Magro
Signature of Department Director

1-8-14
Date

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
112287

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

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

REQUISITION # **0164628**
BUYER **EUS**

DATE	VENDOR NO
01/14/2014	PA426020

VENDOR INFORMATION

PARK PLACE TECHNOLOGIES
8401 CHAGRIN ROAD

CHAGRIN FALLS OH 44023

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	SYSTEM SUPPORT OF PROPRIETARY HARDWARE/SOFTWARE MAINTENANCE OF NETWORK FILE SERVERS TERM : 1-1-14 TO 12-31-14 RESO_____, APPROVED_____	01-201-20-140-314	21,357.1200	21,357.12
		TAX EXEMPTION NO. 22-6002013		PO Total	21,357.12

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X _____
VENDOR SIGN HERE

_____
OFFICIAL POSITION DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

_____
TITLE OR POSITION DATE

_____
APPROVED BY THE PURCHASING AGENT DATE

_____
APPROVED BY ACCOUNTS & CONTROL DATE

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

DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.

2. The Division of Information Technology requires maintenance of proprietary PC Network file server hardware and software systems.

3. The City has determined that a contract for maintenance of these proprietary PC Network hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).

4. **PARK PLACE INTERNATIONAL** can provide the maintenance services for the proprietary PC Network hardware/software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of 21,357.12 per year.

5. The Division of Information Technology's recommendation is to award the contract to **PARK PLACE INTERNATIONAL.**

6. The term of the contract is one year effective as of January 1, 2014.

7. The estimated amount of the contract exceeds $17,500.00 (21,357.12).

8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

9. 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: 1-8-14

Robert Magro, Director,
Division of Information Technology

CITY OF JERSEY CITY

Requisition #
0164628

Assigned PO #
112287

Requisition

Vendor
PARK PLACE TECHNOLOGIES
8401 CHAGRIN ROAD
CHAGRIN FALLS OH 44023

PA426020

Dept. Bill To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

EUS
1/10

Dept. Ship To

Contact Info
ROBERT MAGRO
2015474274

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	SYSTEM SUPPORT	0120120140314	21,357.12	21,357.12

OF PROPRIETARY HARDWARE/SOFTWARE
MAINTENANCE OF NETWORK FILE SERVERS

TERM : 1-1-14 TO 12-31-14

RESO_____, APPROVED_____

Requisition Total **21,357.12**

Req. Date: 01/07/2014
Requested By: BOBM
Buyer Id:

Approved By:_____

This Is Not A Purchase Order

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

PP TECH, LLC

ADDRESS:

8401 CHAGRIN ROAD
CHAGRIN FALLS OH 44023

EFFECTIVE DATE:

07/24/13

TRADE NAME:

PARK PLACE TECHNOLOGIES LLC

SEQUENCE NUMBER:

1810544

ISSUANCE DATE:

07/24/13

James J. Fusiano

Director
New Jersey Division of Revenue

FORM BRC
104 031, D205640V

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

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/lfns/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, 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."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Park Place Technologies LLC		
Address:	8401 Chagrin Road		
City:	Chagrin Falls	State: Ohio	Zip: 44023

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Michael J. Knightly Printed Name	EVP Operations Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[X] Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

[ ] Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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 Park Place Technologies (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 Park Place Technologies (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: Park Place Technologies

Signed Mike Knightly Jr. Title: EVP Operations

Print Name Michael J. Knightly Date: January 13, 2014

Subscribed and sworn before me
this 13 day of Jan, 2014.
My Commission expires:

Barbara Hess
~~(Affiant)~~ Notary

Barbara Hess
(Print name & title of affiant) ~~(Corporate Seal)~~

BARBARA HESS
NOTARY PUBLIC • STATE OF OHIO
Recorded in Portage County
My commission expires Jan. 11, 2017

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

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *<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).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

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

Name of Business Entity: Park Place Technologies LLC
Signed: [signature] Title: EVP Operations
Print Name: Michael J. Knightly Date: January 13, 2014

Subscribed and sworn before me this 13 day of January, 2014
My Commission expires:

[signature] (Affiant) Notary
Barbara Hess
(Print name & title of affiant) (Corporate Seal)

BARBARA HESS
NOTARY PUBLIC • STATE OF OHIO
Recorded in Portage County
My commission expires Jan. 11, 2017

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1810544 FOR PARK PLACE TECHNOLOGIES LLC IS VALID.

Account Inquiry Details

Exit Help Print Preferences

** Budget Account **

Fund	1	CURRENT FUND	Budget Amount	275,000.00
G/L	201	CURRENT APPROPRIATIONS	Revised Budget	.00
Cafr	20	GENERAL GOVERNMENT	Beginning Balance	275,000.00
Subsidiary	140	INFO TECH	Prior YTD Expended	00.
Line Item	314	CONTRACTUAL SERVICES	Curr. YTD Expended	00.
Sort Code	25	ADMINISTRATION DEPT	Open Encumbered	259,133.81
Year/Period	2014 / 1	View in Ascending Order / View in Descending Order	Ending Balance	15,866.19
Chg. Year/Period	/			

New Acct | Previous > | < Next

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

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

Print Account | View Open Enc | View Lgl Line

Start 10:12 AM 1/14/2014

Tuesday, Jan 14, 2014 10:12 AM

ac.

RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 164628 PO # 112287

DEPT/DIV: I.T. SUBJ: System Support

GOODS & SERVICES NON BIDS	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement			✓							
EEO/AA Compliance										
BRC/Validation			✓							
Pay-to-Play, Political Contribution/B.E.D.			✓							
Legislative Fact Sheet/ Determination of Value			✓							
Other:										

NOTE:

BIDS	Goods & Services	Construcion	RFP's	RFQ's	Resolution	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Certification Regarding Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

PARK PLACE TECHNOLOGIES
8401 Chagrin Road Cleveland, OH 44023
Phone 800-931-3386 Facsimile 800-531-6303

Pricing on this MSA is valid for 30 days from quote date below

Maintenance Service Agreement

Company:	City of Jersey City	Bill To:	City of Jersey City	Quote #:	21827-0
Address:	1 Journal Square Plaza		1 Journal Square Plaza	Agreement #:	D4327M
	75 Bishop St.		75 Bishop St.		
City, St, Zip:	Jersey City, NJ 07306		Jersey City, NJ 07306	Term Start:	1-1-2014
Contact:	Bob Magro	Account Rep:	Ryan Schaefer		
Phone:	(201)547-4274	Support Rep:	Stephen Horvath		

Quote Date: 9-5-2013
Billing: Annual
Term End: 12-31-2014

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1	HP	USE528C217	ProLiant DL380 G4 US Model X Chassis	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$592.80
2	HP	USE528C216	ProLiant DL380 G4 US Model X Chassis	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$592.80
3	HP	USE528C214	ProLiant DL380 G4 US Model X Chassis	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$592.80
4	HP	USE528C21B	ProLiant DL380 G4 US Model X Chassis	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$592.80
5	HP	USE528C1YQ	ProLiant DL380 G4 US Model X Chassis	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$592.80
6	HP	USE528C1YR	ProLiant DL380 G4 US Model X Chassis	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$592.80
7	HP	USE528C219	ProLiant DL380 G4 US Model X Chassis	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$49.40	$592.80
8	HP	USE527C4N1	ML350G4 HP-SCSI US TWR CTO CHASSIS	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$17.10	$17.10	$17.10	$17.10	$17.10	$17.10	$17.10	$17.10	$17.10	$17.10	$17.10	$205.20
9	DELL	4VZT5H1	POWEREDGE 2900 SERVER	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96
10	DELL	FC3FGH1	POWEREDGE 1950	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96
11	DELL	416R3G1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96
12	DELL	516R3G1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96
13	DELL	79SXBK1	PowerEdge R610	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$617.52
14	DELL	FYHYFK1	PowerEdge R610	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$617.52
15	DELL	2FCYFK1	PowerEdge R610	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$617.52
16	DELL	926NZD1	POWEREDGE 840 Celeron or Pentium CPU	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96
17	DELL	J23QLF1	POWEREDGE SC1435 1U two dual-core AMD Processors	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$14.36	$14.36	$14.36	$14.36	$14.36	$14.36	$14.36	$14.36	$14.36	$14.36	$14.36	$172.32
18	DELL	CQSGGH1	PowerEdge R805 2xQuadCore Opteron2376HE 2.3GH	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$23.94	$23.94	$23.94	$23.94	$23.94	$23.94	$23.94	$23.94	$23.94	$23.94	$23.94	$287.28
19	DELL	5BHXJK1	PowerEdge R710 2U Rack Server	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$445.20
20	DELL	C8HXJK1	PowerEdge R710 2U Rack Server	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$445.20
21	DELL	GG1SYC1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96
22	DELL	2R1SYC1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96
23	DELL	FTP21D1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96
24	DELL	BQ3VND1	POWEREDGE 860	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$488.28
25	DELL	FNN4MC1	POWEREDGE 840 Celeron or Pentium CPU	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96

PARK PLACE TECHNOLOGIES

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Date	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
26	DELL	8QPYNJ1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96
27	DELL	3H8CCK1	PowerEdge R610	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$51.46	$617.52
28	DELL	7GQXPD1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96
29	DELL	FBJTQB1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96
30	DELL	8KQBTF1	POWEREDGE 860	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$40.69	$488.28
31	DELL	8RHYTF1	PowerEdge R200	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$372.00
32	DELL	GQQ54G1	PowerEdge R200	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$372.00
33	DELL	5Y7D3H1	PowerVault TL4000	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$358.00	$358.00	$358.00	$358.00	$358.00	$358.00	$358.00	$358.00	$358.00	$358.00	$358.00	$358.00	$4,296.00
34	DELL		LTO-4 Tape Drive	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	-	-	-	-	-	-	-	-	-	-	-	-	Incl.
35	DELL	4ZRQJN1	PowerEdge R710 2U Rack Server	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$37.10	$445.20
36	DELL	FCFDPJ1	POWEREDGE 2900 SERVER	7x24x4	1	Jersey City, NJ	RENEWAL	1/1/14	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$43.08	$516.96

Notes:

PARK PLACE
TECHNOLOGIES

PARK PLACE TERMS AND CONDITIONS

Park Place Technologies, Inc. ("Park Place"), by its acceptance hereof, agrees to provide, and the customer agrees to accept maintenance service for the Equipment and features listed in the "Maintenance Service Agreement" (herein called the "EL"), and for any Equipment and features for which such service is ordered from time to time by the customer, subject to written acceptance by Park Place.

1. **TERMS OF AGREEMENT.** This Agreement shall commence on the date in the EL attached hereto and shall continue for the entire length of the initial term listed in the EL, subject to renewal and termination as provided for herein. The customer upon sixty (60) days prior written notice may remove individual Equipment and/or features from this Agreement to Park Place. At no time may the value of the contract become less than ninety percent (90%) of the value as of the beginning of any such term. After expiration of the initial term, customer and Park Place shall each have the right to terminate this Agreement by giving the other party sixty (60) day's advance written notice prior to the expiration of the then current term of this Agreement. If such notice is not received, the Agreement is automatically extended for an additional one-year period. Each renewal of the Agreement shall be upon the same terms and conditions herein contained except that the charges for maintenance service may be changed as provided herein. However, either party may terminate this Agreement for failure of the party to comply with any of its terms and conditions.
2. **RESPONSIBILITIES OF THE CUSTOMER.** The customer shall maintain site environmental conditions throughout the period of this Agreement in accordance with the specifications established by the original equipment manufacturer. The customer shall also maintain a current backup copy of the operating system and other applicable software programs and data. Customer shall provide Park Place with full and free access to the Equipment and a safe place in which to perform such service. If persons other than Park Place service representatives repair, modify or perform any maintenance service on any item of Equipment covered by this Agreement, and as a result thereof, maintenance service by Park Place is required to restore the Equipment to good operating condition, such maintenance service will be made at the applicable Park Place per call rates and terms then in effect.
3. **INSPECTION AND REPAIR.** If the Equipment covered by this Agreement was not under Park Place's maintenance service responsibility immediately prior to the commencement of maintenance services under this Agreement, it shall be subject to inspection by Park Place to determine if it is in good operating condition. Until Park Place has inspected the site and determined that the Equipment is in good operating condition, Park Place cannot guarantee the quality or provision of its maintenance services. Any repairs or adjustments deemed necessary by Park Place to bring the Equipment up to a good operating condition are outside the scope of this Agreement. Customer agrees to pay Park Place its then current hourly rates for said certification, or customer has the option to bring equipment to acceptable levels at its own expense. In the event that the Equipment is not brought up to acceptable levels, Park Place shall have the right to terminate this Agreement. Upon completion of its audit, Park Place shall have the right to adjust the price of the maintenance services in the event that the Equipment is not in good operating condition, or that the initial EL does not accurately reflect the equipment configurations. If the charges are increased, the customer may, with fifteen (15) days prior written notice, refuse to accept such increase and may then terminate this Agreement, unless Park Place agrees to forego the price increase, in which event this Agreement will continue for the then current term. In the absence of such notice to Park Place, the increased charges will become effective on the date specified by Park Place
4. **RESPONSIBILITIES OF PARK PLACE.** For the total charges set forth in the EL (including amendments, if any) Park Place shall maintain the listed Equipment in good operating condition and furnish maintenance service during the hours of coverage as defined in the EL. This maintenance service includes on-call remedial maintenance including, lubrication, adjustments and replacement of maintenance parts deemed necessary by Park Place. Maintenance parts, which will be new or reconditioned to perform as new, will be furnished on an exchange basis, and the exchanged parts will become the property of Park Place. Maintenance service provided under this Agreement does not assure uninterrupted operation of the equipment. Park Place shall use diligent efforts and the highest standards of service to determine the source of hardware failure. At Park Place's discretion the original equipment manufacturer may be engaged to assist with the problem determination and resolution. If hardware cannot be replaced or if parts are no longer available, Park Place shall work with the customer to define a mutually equitable solution. All services are dependent upon hardware availability on reasonable terms. Park Place's obligation includes only those adjustments or repairs resulting from normal usage, wear and tear. Except for delays arising from causes beyond the control and without the fault or negligence of Park Place, customer sites covered by this Agreement shall have an estimated response time as defined in the EL. All Equipment at a single location shall have a common period of maintenance service availability.
5. **EXCLUSIONS FROM PARK PLACE MAINTENANCE SERVICE.** The following services (inclusive of replacement of maintenance parts) are outside the scope of Park Place maintenance service provided hereunder:
   5.1. Electrical work external to the Equipment;
   5.2. Modems/telephone lines;

5.3. Repair of damage or increase in service time due to any cause external to the Equipment adversely affecting its operability or serviceability which shall include, but not be limited to, fire, flood, water, lightning and transportation, or due to neglect or misuse;

5.4. Repair or damage or increase in service time caused by failure to continually provide a suitable installation environment including but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or customer's improper use, management or supervision of the Equipment, or caused by the use of the Equipment for purposes other than for which it is designed;

5.5. Furnishing platens, drums, batteries, supplies, etc. or accessories, including media such as tapes and disk packs.

5.6. Furnishing printer consumables, which include fusers, maintenance kits, rollers-feed, separation, transfer toners, ribbons, thermal print heads, design jet print head bleeder kits/lines, and scanner lamps/bulbs.

5.7. Systems engineering services or software support, such as programming, diagnosis of applications software problems, hardware or software upgrades, restoration of operating systems, programs, and files or preparation of customer's media for such files.

5.8. Maintenance or repairs attributable to unauthorized attempts by customer to repair or maintain the equipment, or changes, modifications or alterations in or to the equipment or any accessories, apparatus, attachment or any other devices. Upon detecting a failure to equipment identified herein, customer will contact Park Place for authorization prior to attempting repair or maintenance of covered equipment;

5.9. Excluded services noted above shall be performed by separate arrangement at Park Place's established rates then in effect.

6. **INVOICES, PAYMENTS AND CHARGES**

6.1. The maintenance charges provided for in this Agreement will be invoiced in advance and are due and payable upon receipt of invoice. All other charges hereunder are payable as specified in the applicable invoice for such charges. Park Place reserves the right to adjust the specified charges if the Equipment specifications, attachments or features of any item or Equipment are changed after the start date. Charges for a partial month's service will be prorated on the basis of a 30-day month. All invoices unpaid thirty days after the invoice date will have interest applied at the rate of 1.5% per month. Customer agrees to pay all costs involved in collecting overdue accounts, including reasonable attorney's fees. Park Place reserves the right to terminate maintenance service upon ten (10) days written notice to the customer in the event customer is in payment default.

6.2. If the customer requests unscheduled on-call remedial maintenance to be performed at a time that is outside the contracted period of maintenance service availability, the service will be furnished at the applicable Park Place per call rates and terms then in effect. Travel time and expenses are billable in connection with such maintenance.

6.3. Rates will remain constant for the first term of this Agreement. Thereafter rates will increase five percent (5%) per year. Park Place reserves the right, after the first term, to further change the charges provided for herein by giving thirty (30) days prior written notice thereof to customer. If the charges are increased beyond the five percent (5%) annual increase, the customer may, with fifteen (15) days prior written notice, refuse to accept such increase and may then terminate this agreement, unless Park Place agrees to forego the increase in price greater than 5%, in which event this Agreement will continue for the then current term. In the absence of such notice to Park Place, the increased charges will become effective on the date specified by Park Place.

6.4. Unless otherwise designated, all charges are exclusive of all import duties, customs, federal, state, municipal, or other government excise sales, use; occupational, or like taxes which shall be the responsibility of the customer.

6.5. If this Agreement is terminated for any reason, then any unpaid maintenance fees (and associated costs, and expenses properly incurred) prior to such termination shall become immediately due and payable.

7. **LIMITS OF LIABILITY.** EXCEPT AS EXPRESSLY STATED HEREIN, PARK PLACE'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOVER, PERTAINING TO SERVICE HEREUNDER OR THE EQUIPMENT OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY PARK PLACE'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE THE CAUSE OF ACTION GIVING RISE TO THE LIABILITY AROSE. IN NO EVENT SHALL PARK PLACE BE LIABLE IN CONTRACT LAW, TORT OR ANY OTHER THEORY OF LAW, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRA-CONTRACTURAL, OR CONSEQUENTIAL DAMAGE PERTAINING TO SERVICE HEREUNDER OR THE EQUIPMENT OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTED FACILITIES, EQUIPMENT OR SERVICE DOWN-TIME COSTS OR CLAIMS OF CUSTOMERS OF THE CUSTOMER FOR SUCH DAMAGE, IRRESPECTIVE OF HOW SUCH DAMAGES MAY BE CAUSED, WHETHER OR NOT BECAUSE OF NEGLIGENCE, STRICT LIABILITY, FAULT OR DELAY OF PARK PLACE OR ITS BREACH OR FAILURE OF PERFORMANCE HEREUNDER.

PARK PLACE
TECHNOLOGIES

8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY STATED HEREIN, PARK PLACE PROVIDES COMPUTER EQUIPMENT MAINTENANCE SERVICES ON AN "AS IS" BASIS AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.
9. **PERIOD OF MAINTENANCE SERVICE AVAILABILITY.** The maintenance charges described herein shall entitle the customer to maintenance service availability during the hours defined on EL.
10. **GENERAL.** Park Place shall not be liable for any delay in rendering any service, if the delay is due to any act of God or any matter beyond its reasonable control, including but not limited to fire, flood, earthquake, explosion, strike, labor dispute, war, riot or other civil commotion, transportation delay, labor or material shortage, customer's subcontractor or vendor delay and government act. In the event of any such delay, the date and time of performance shall be extended for a period equal to the time lost by reason of delay. Any claim arising herefrom including action for breach of this Agreement must be commenced within one (1) year after the claim has been discovered or the cause of action has accrued. Customer acknowledges that Park Place reserves the right to assign or subcontract to third parties certain services set forth in this Agreement. The foregoing terms and conditions shall prevail notwithstanding any variance of the terms and conditions that are submitted by the customer for the repair or maintenance of the Equipment. Customer acknowledges that this Agreement is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals or prior Agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
11. **PROPRIETARY AND CONFIDENTIAL INFORMATION.** Customer agrees not to disclose to any third party, by any means, any Park Place proprietary data or confidential information that customer may have obtained in the performance of its duties without the prior written permission of Park Place.
12. **SEVERABILITY AND WAIVER.** This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
13. **GOVERNING LAW.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective transferees, representatives, successors, heirs, assigns and affiliates and shall be governed by and construed in accordance with the laws of the State of Ohio.
14. **ENTIRE AGREEMENT.** The undersigned acknowledge that this Agreement constitutes the entire agreement and understanding between the parties, that it supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written.

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the day and year first written above.

Customer		Park Place Technologies, Inc.	
signature		signature	
		Mike Knightly	EVP of Operations
print name	title	print name	title

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

City Clerk File No. Res. 14.054

Agenda No. 10.Q

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CDW GOVERNMENT INC. MAINTENANCE OF CISCO EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Information Technology requires **Maintenance of Cisco Switches, Routers and Firewalls utilized in the City's PC Network LANS and WANS;** and

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

WHEREAS, CDW Government Inc., 2 Enterprise Drive, Suite 404, Shelton, Connecticut 06484 is an authorized dealer and distributor of Cisco in possession of State Contract No. **A83083**, submitted a proposal for **Cisco Maintenance**; and

WHEREAS, funds are available for this contract in **Operating Contractual Services Fund;**

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	112270	A83083	$50,292.01

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

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

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

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

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.054

Agenda No. 10.Q JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CDW GOVERNMENT INC. MAINTENANCE OF CISCO EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

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.

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	112270	A83083	$50,292.01

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

PF/pv
1/10/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CDW GOVERNMENT INC. MAINTENANCE OF CISCO EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

Department/Division	**Administration**	**Information Technology**
Name/Title	**Robert Magro**	**Director**
Phone/email	**201-547-4274**	**bobm@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

PROVIDE SUPPORT SERVICES FOR PROPRIETARY CISCO HARDWARE/SOFTWARE SYSTEMS USED FOR THE CITY'S LOCAL AND WIDE AREA PC NETWORKS.

Cost (Identify all sources and amounts)

City funds, Account 1-201-20-140-314
$50,292.01

Contract term (include all proposed renewals)

One year, 1-1-14 to 12-31-14

Type of award **State contract (WSCA)**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

1-10-14
Date

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
112270
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

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

REQUISITION # **0164658**
BUYER **STATECONT**

DATE	VENDOR NO
01/10/2014	CD088900

VENDOR INFORMATION

CDW GOVERNMENT INC
ATTN.: VICKY NETZER
200 N MILWAUKEE AVENUE
VERNON HILLS IL 60061

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	CISCO SMARTNET MAINT SUPPORT OF PROPRIETARY HWARE/SWARE VIA CISCO SMARTNET CONTRACT TERM.: 1-1-14 TO 12-31-14 CDW QUOTE: 4809546, CONTRACT: 93283371 CDW GOV IS AN AUTHORIZED DEALER/ DISTRIBUTOR OF CISCO M-7000: DATA COMM EQUIPMENT SC A83083 RESO_____, APPROVED_____	01-201-20-140-314	50,292.0100	50,292.01
		TAX EXEMPTION NO. 22-6002013		PO Total	50,292.01

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X _____
VENDOR SIGN HERE

_____
OFFICIAL POSITION DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

_____
TITLE OR POSITION DATE

_____
APPROVED BY THE PURCHASING AGENT DATE

_____
APPROVED BY ACCOUNTS & CONTROL DATE

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

ac.

RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 164658 PO # 112270

DEPT/DIV: I.T. SUBJ: Cisco Smartnet

GOODS & SERVICES NON BIDS	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										✓
EEO/AA Compliance										
BRC/Validation										✓
Pay-to-Play, Political Contribution/B.E.D.										✓
Legislative Fact Sheet/ Determination of Value										✓
Other:										

NOTE:

BIDS	Goods & Services	Construcion	RFP's	RFQ's	Resolution	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Certification Regarding Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

Requisition #
0164658

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition

Assigned PO #
112270

Vendor
CDW GOVERNMENT INC
ATTN.: VICKY NETZER
200 N MILWAUKEE AVENUE
VERNON HILLS IL 60061
CD088900

Dept. Bill To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY

SC

Dept. Ship To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

Contact Info
ROBERT MAGRO
015474274.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	CISCO SMARTNET MAINT	0120120140314	50,292.01	50,292.01

SUPPORT OF PROPRIETARY HWARE/SWARE
VIA CISCO SMARTNET CONTRACT

TERM : 1-1-14 TO 12-31-14

CDW QUOTE: 4809546, CONTRACT: 93283371

CDW GOV IS AN AUTHORIZED DEALER/
DISTRIBUTOR OF CISCO

M-7000: DATA COMM EQUIPMENT

SC A83083

RESO_____, APPROVED_____

Requisition Total **50,292.01**

Req. Date: 01/08/2014

Requested By: BOBM

Buyer Id:

Approved By:_____

This Is Not A Purchase Order

Account Inquiry Details

Exit Help Print Preferences

** Budget Account **

Fund	1	CURRENT FUND	Budget Amount	275,000.00
G/L	201	CURRENT APPROPRIATIONS	Revised Budget	.00
Cafr	20	GENERAL GOVERNMENT	Beginning Balance	275,000.00
Subsidiary	140	INFO TECH	Prior YTD Expended	00.
Line Item	314	CONTRACTUAL SERVICES	Curr. YTD Expended	00.
Sort Code	25	ADMINISTRATION DEPT	Open Encumbered	237,776.69
Year/Period	2014 / 1	View in Ascending Order / View in Descending Order	Ending Balance	37,223.31
Chg. Year/Period	/			

.New Acct. Previous > < Next

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

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

Print Account View Open Enc View Lgl Line

Start 1:05 PM 1/10/2014

Friday, Jan 10, 2014 01:05 PM

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1561883 FOR CDW GOVERNMENT LLC IS VALID.

SMARTnet RENEWAL QUOTE FOR CITY OF JERSEY CITY
EFFECTIVE COVERAGE CO-TERMED THROUGH DECEMBER 31, 2014

Please Note: This Quote is valid for 30 days from the Quote Date
Quotes Generated On: December 17, 2013

*CDW Confidential

CDW
Account Manager: Mike Truncone
2 Enterprise Dr.
Suite 404
Shelton, CT 06484
(203) 851-7141 phone

Contract Type	Contract Number	Quote Number	Service Description	Annual Cost	Prorated Cost	Discount Cost
SNT	93283371	4809546	8x5xNext Business Day	$ 28,116.00	$ 28,126.01	$ 25,313.41
SNTP	93283372	4809546	Premium 24x7x4	$ 27,754.00	$ 27,754.00	$ 24,978.60
Total:				$ 55,870.00		$ 50,292.01

Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless

Acceptance of Terms and Conditions of Sales and Services

By ordering or accepting delivery of Products from Seller or by engaging Seller to perform or to procure Services on behalf of Customer, Customer thereby signifies its agreement with Seller: (i) The terms and conditions provided on this link apply: http://www.cdw.com/content/terms-conditions/default.aspx, except if there is an effective written agreement between the parties applicable to the Transaction, then the terms and conditions governing the Transaction are those contained in such effective written agreement; and (ii) that if Customer delivers or conveys to Seller by any means: (a) any additional terms or conditions; or (b) any terms or conditions that differ in any respect, material or otherwise, from those governing the Transaction, then such terms or conditions will be null and void unless accepted in a writing executed by the authorized signatories of both parties.

SMARTnet RENEWAL QUOTE FOR CITY OF JERSEY CITY
EFFECTIVE COVERAGE CO-TERMED THROUGH DECEMBER 31, 2014

Quote Number: 4809546
Contract Number: 93283371
8x5xNext Business Day (SNT)

Site ID#	Location	Item Name	Description	Serial Number	Begin Date	End Date	Annual Cost	Prorated Cost	Discount	Discounted Cost
403555732	JERSEY CITY, NJ	CISCO2811	2811 w/ AC PWR,2FE,4HWICs,2PVDMs,1NME,2AIMS,IPBASE,128F/512D	FTX0927A1HU	1-Jan-14	31-Dec-14	$ 483.00	$ 483.00	10%	$ 434.70
403555732	JERSEY CITY, NJ	WS-C3560-24TS-S	Cisco Catalyst 3560-24TS - switch - 24 ports - managed - des	CAT1035RHMW	1-Jan-14	31-Dec-14	$ 180.00	$ 180.00	10%	$ 162.00
403555732	JERSEY CITY, NJ	WS-C3560-48TS-S	Cisco Catalyst 3560-48TS SMI - switch - 48 ports	CAT1035RJA6	1-Jan-14	31-Dec-14	$ 300.00	$ 300.00	10%	$ 270.00
403555732	JERSEY CITY, NJ	WS-C3560-48TS-S	Cisco Catalyst 3560-48TS SMI - switch - 48 ports	CAT1040ZH6F	1-Jan-14	31-Dec-14	$ 300.00	$ 300.00	10%	$ 270.00
403555732	JERSEY CITY, NJ	WS-C3560-24TS-E	"Catalyst 3560 24 10/100 + 2 SFP + IPS Image	FDO1146Y4MM	1-Jan-14	31-Dec-14	$ 299.00	$ 299.00	10%	$ 269.10
403622588	JERSEY CITY, NJ	WS-C3560-12PC-S	Cisco Catalyst 3560-12PC - switch - 12 ports - managed - des	FOC1243U54N	1-Jan-14	31-Dec-14	$ 78.00	$ 78.00	10%	$ 70.20
403958888	JERSEY CITY, NJ	CISCO2811	2811 w/ AC PWR,2FE,4HWICs,2PVDMs,1NME,2AIMS,IPBASE,128F/512D	FTX1421A0PY	1-Jan-14	31-Dec-14	$ 483.00	$ 483.00	10%	$ 434.70
403958888	JERSEY CITY, NJ	CISCO3845	"3845 w/AC PWR,2GE,ISFP,4NME,4HWIC, IP Base, 128F/512D	FTX0927A4S0	1-Jan-14	31-Dec-14	$ 1,735.00	$ 1,735.00	10%	$ 1,561.50
403958888	JERSEY CITY, NJ	ASA5520-BUN-K9	ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	JMX1418L37Y	1-Jan-14	31-Dec-14	$ 959.00	$ 959.00	10%	$ 863.10
403958888	JERSEY CITY, NJ	ASA5520-BUN-K9	ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	JMX1418L37Z	1-Jan-14	31-Dec-14	$ 959.00	$ 959.00	10%	$ 863.10
403958888	JERSEY CITY, NJ	WS-C3560G-24TS-S	Catalyst 3560 24 10/100/1000T + 4 SFP + IPB Image	FOC1313W23G	1-Jan-14	31-Dec-14	$ 318.00	$ 318.00	10%	$ 286.20
403958888	JERSEY CITY, NJ	WS-C3560G-24TS-S	Catalyst 3560 24 10/100/1000T + 4 SFP + IPB Image	FOC1313W21X	1-Jan-14	31-Dec-14	$ 318.00	$ 318.00	10%	$ 286.20
403958888	JERSEY CITY, NJ	WS-C3560G-24TS-S	Catalyst 3560 24 10/100/1000T + 4 SFP + IPB Image	FOC1402Y5DH	1-Jan-14	31-Dec-14	$ 318.00	$ 318.00	10%	$ 286.20
403958888	JERSEY CITY, NJ	WS-C3560G-24TS-E	Catalyst 3560 24 10/100/1000T + 4 SFP + IPS Image	FOC1328Z6NU	1-Jan-14	31-Dec-14	$ 318.00	$ 318.00	10%	$ 286.20
403958888	JERSEY CITY, NJ	WS-C3560G-24TS-E	Catalyst 3560 24 10/100/1000T + 4 SFP + IPS Image	FOC1330Y2RQ	1-Jan-14	31-Dec-14	$ 318.00	$ 318.00	10%	$ 286.20
403958888	JERSEY CITY, NJ	C2821-VSEC/K9	Cisco 2821 Voice Security Bundle - router - voice / fax modu	FTX1331AK6C	1-Jan-14	31-Dec-14	$ 604.00	$ 604.00	10%	$ 543.60
403958888	JERSEY CITY, NJ	C2821-VSEC/K9	Cisco 2821 Voice Security Bundle - router - voice / fax modu	FTX1331AKCR	1-Jan-14	31-Dec-14	$ 604.00	$ 604.00	10%	$ 543.60
403958888	JERSEY CITY, NJ	MCS-7835-H2-IPC2	Cisco Media Convergence Server 7835-H2 - voice/video/data se	2UX9300E0V	1-Jan-14	31-Dec-14	$ 1,380.00	$ 1,380.00	10%	$ 1,242.00
401830592	JERSEY CITY, NJ	WS-C3560-24PS-S	"Catalyst 3560 24 10/100 PoE + 2 SFP + IPB Image	CAT1030RKX3	1-Jan-14	31-Dec-14	$ 228.00	$ 228.00	10%	$ 205.20
403958888	JERSEY CITY, NJ	MCS-7835-H2-IPC2	Cisco Media Convergence Server 7835-H2 - voice/video/data se	2UX9300E0U	1-Jan-14	31-Dec-14	$ 1,380.00	$ 1,380.00	10%	$ 1,242.00
403958888	JERSEY CITY, NJ	MCS-7835-H2-IPC2	Cisco Media Convergence Server 7835-H2 - voice/video/data se	2UX93802LG	1-Jan-14	31-Dec-14	$ 1,380.00	$ 1,380.00	10%	$ 1,242.00
403958888	JERSEY CITY, NJ	MCS-7835-H2-CCX2	Cisco Media Convergence Server 7835-H2 - voice/video/data se	2UX92905LH	1-Jan-14	31-Dec-14	$ 1,380.00	$ 1,380.00	10%	$ 1,242.00
401830592	JERSEY CITY, NJ	WS-C3560-48PS-S	"Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image	CAT1116ZGVE	1-Jan-14	31-Dec-14	$ 390.00	$ 390.00	10%	$ 351.00
401830592	JERSEY CITY, NJ	WS-C3560-48PS-S	"Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image	FDO1138Z87F	1-Jan-14	31-Dec-14	$ 390.00	$ 390.00	10%	$ 351.00
403958888	JERSEY CITY, NJ	C2951-CME-SRST/K9	2951 Voice Bundle w/PVDM3-32,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX1429AH7K	1-Jan-14	31-Dec-14	$ 960.00	$ 960.00	10%	$ 864.00
403958888	JERSEY CITY, NJ	ASA5505-SEC-BUN-K9	ASA 5505 Sec Plus Appliance with SW, UL Users, HA, 3DES/AES	JMX1636J087	14-Dec-13	31-Dec-14	$ 203.00	$ 213.01	10%	$ 191.71
401830592	JERSEY CITY, NJ	WS-C3560-48PS-S	"Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image	FDO1347Y0YG	1-Jan-14	31-Dec-14	$ 390.00	$ 390.00	10%	$ 351.00
401830592	JERSEY CITY, NJ	WS-C3560-48PS-S	"Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image	FDO1347Y0RC	1-Jan-14	31-Dec-14	$ 390.00	$ 390.00	10%	$ 351.00
401830592	JERSEY CITY, NJ	WS-C3560-48PS-S	"Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image	CAT1030ZKAD	1-Jan-14	31-Dec-14	$ 390.00	$ 390.00	10%	$ 351.00
401830592	JERSEY CITY, NJ	WS-C3560-48PS-S	"Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image	CAT1030ZJPT	1-Jan-14	31-Dec-14	$ 390.00	$ 390.00	10%	$ 351.00
401830592	JERSEY CITY, NJ	WS-C3560-48PS-S	"Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image	CAT1030ZKB8	1-Jan-14	31-Dec-14	$ 390.00	$ 390.00	10%	$ 351.00
401830592	JERSEY CITY, NJ	WS-C3560-48PS-S	"Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image	CAT1030ZK9Z	1-Jan-14	31-Dec-14	$ 390.00	$ 390.00	10%	$ 351.00
401830592	JERSEY CITY, NJ	WS-C3560-48PS-S	"Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image	CAT1030ZKA6	1-Jan-14	31-Dec-14	$ 390.00	$ 390.00	10%	$ 351.00
401830592	JERSEY CITY, NJ	AIR-AP1131AG-A-K9	802.11a, 11g AP, Int Radios, Ants, FCC Cnfg	FTX1138N1BQ	1-Jan-14	31-Dec-14	$ 56.00	$ 56.00	10%	$ 50.40
401830592	JERSEY CITY, NJ	AIR-AP1242G-A-K9	Cisco Aironet 1242G - wireless access point	FTX1138B1SM	1-Jan-14	31-Dec-14	$ 72.00	$ 72.00	10%	$ 64.80
401830592	JERSEY CITY, NJ	CISCO2911/K9	Cisco 2911 w/3 GE,4 EHWIC,2 DSP,1 SM,256MB CF,512MB DRAM,IPB	FTX1642AHNK	1-Jan-14	31-Dec-14	$ 440.00	$ 440.00	10%	$ 396.00
401830592	JERSEY CITY, NJ	AIR-CT2504-15-K9	2504 Wireless Controller with 15 AP Licenses	PSZ1632020Z	1-Jan-14	31-Dec-14	$ 506.00	$ 506.00	10%	$ 455.40
401830618	JERSEY CITY, NJ	WS-C3750-48PS-S	"Catalyst 3750 48 10/100 PoE + 4 SFP + IPB Image	FDO1233X5G2	1-Jan-14	31-Dec-14	$ 510.00	$ 510.00	10%	$ 459.00
401830618	JERSEY CITY, NJ	WS-C3750-48PS-S	"Catalyst 3750 48 10/100 PoE + 4 SFP + IPB Image	FDO1233X5EU	1-Jan-14	31-Dec-14	$ 510.00	$ 510.00	10%	$ 459.00
401830618	JERSEY CITY, NJ	WS-C3750-48PS-S	"Catalyst 3750 48 10/100 PoE + 4 SFP + IPB Image	FDO1233X5HN	1-Jan-14	31-Dec-14	$ 510.00	$ 510.00	10%	$ 459.00
401830618	JERSEY CITY, NJ	WS-C3750-48PS-S	"Catalyst 3750 48 10/100 PoE + 4 SFP + IPB Image	FDO1233X5G3	1-Jan-14	31-Dec-14	$ 510.00	$ 510.00	10%	$ 459.00
401830590	JERSEY CITY, NJ	WS-C3560-48PS-S	"Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image	CAT1039ZLZU	1-Jan-14	31-Dec-14	$ 390.00	$ 390.00	10%	$ 351.00
401830618	JERSEY CITY, NJ	WS-C3750G-24TS-S1U	Catalyst 3750 24 10/100/1000 + 4 SFP + IPB Image; 1RU	FOC1138Y4B5	1-Jan-14	31-Dec-14	$ 462.00	$ 462.00	10%	$ 415.80
401830618	JERSEY CITY, NJ	WS-C3750G-24TS-S1U	Catalyst 3750 24 10/100/1000 + 4 SFP + IPB Image; 1RU	FOC1231Y2TQ	1-Jan-14	31-Dec-14	$ 462.00	$ 462.00	10%	$ 415.80
402698712	JERSEY CITY, NJ	WS-C3750G-24T-S	Cisco Catalyst 3750G-24T-S - switch - 24 ports - managed - r	FDO1324Z0S9	1-Jan-14	31-Dec-14	$ 396.00	$ 396.00	10%	$ 356.40
402698712	JERSEY CITY, NJ	WS-C3750-24TS-E	Cisco Catalyst 3750-24TS Switch	CAT0814Z16Q	1-Jan-14	31-Dec-14	$ 359.00	$ 359.00	10%	$ 323.10
402698712	JERSEY CITY, NJ	WS-C3750-48TS-E	"Catalyst 3750 48 10/100 + 4 SFP + IPS Image	FDO1235Y0B2	1-Jan-14	31-Dec-14	$ 479.00	$ 479.00	10%	$ 431.10
402698712	JERSEY CITY, NJ	WS-C3750-48TS-S	"Catalyst 3750 48 10/100 + 4 SFP + IPB Image	FDO1231Y2JS	1-Jan-14	31-Dec-14	$ 420.00	$ 420.00	10%	$ 378.00
402698712	JERSEY CITY, NJ	WS-C3750G-12S-S	Catalyst 3750 12 SFP + IPB Image	CAT1130ZKN8	1-Jan-14	31-Dec-14	$ 672.00	$ 672.00	10%	$ 604.80
401830590	JERSEY CITY, NJ	WS-C3560-48PS-S	"Catalyst 3560 48 10/100 PoE + 4 SFP IPB Image	CAT1039ZM0Q	1-Jan-14	31-Dec-14	$ 390.00	$ 390.00	10%	$ 351.00
402698712	JERSEY CITY, NJ	WS-C3560-24PS-S	"Catalyst 3560 24 10/100 PoE + 2 SFP + IPB Image	FDO1349X0SX	1-Jan-14	31-Dec-14	$ 228.00	$ 228.00	10%	$ 205.20
402698712	JERSEY CITY, NJ	WS-C3560-48TS-S	Cisco Catalyst 3560-48TS SMI - switch - 48 ports	FDO1231Z19C	1-Jan-14	31-Dec-14	$ 300.00	$ 300.00	10%	$ 270.00
401830590	JERSEY CITY, NJ	CISCO2811	2811 w/ AC PWR,2FE,4HWICs,2PVDMs,1NME,2AIMS,IPBASE,128F/512D	FTX0927A1HW	1-Jan-14	31-Dec-14	$ 483.00	$ 483.00	10%	$ 434.70
402707899	JERSEY CITY, NJ	CISCO2811	2811 w/ AC PWR,2FE,4HWICs,2PVDMs,1NME,2AIMS,IPBASE,128F/512D	FTX1126A1KW	1-Jan-14	31-Dec-14	$ 483.00	$ 483.00	10%	$ 434.70
402707944	JERSEY CITY, NJ	CISCO2811	2811 w/ AC PWR,2FE,4HWICs,2PVDMs,1NME,2AIMS,IPBASE,128F/512D	FTX1021A35D	1-Jan-14	31-Dec-14	$ 483.00	$ 483.00	10%	$ 434.70

Total: $ 25,313.41

Site ID#	Site Name	Address
403622588	CITY OF JERSEY CITY	145 MARTIN LUTHER KING JR DR, JERSEY CITY, NJ, 07305
402707899	CITY OF JERSEY CITY	201 CENTRAL, JERSEY CITY, NJ, 07307
401830618	CITY OF JERSEY CITY	365 SUMMIT AVENUE, JERSEY CITY, NJ, 07306
401830592	CITY OF JERSEY CITY	280 GROVE, JERSEY CITY, NJ, 07306
403958888	CITY OF JERSEY CITY	1 JOURNAL SQUAR PLAZA, INFORMATION TECHNOLOGY , 3RD FLOOR, JERSEY CITY,
402707944	CITY OF JERSEY CITY	360 MARTIN LUTHER KING DRIVE, JERSEY CITY, NJ, 07305
402698712	CITY OF JERSEY CITY	50 BALDWIN, JERSEY CITY, NJ, 07304
403555732	CITY OF JERSEY CITY	575 ROUTE 440, ARCHITECTURE, JERSEY CITY, NJ, 07305
401830590	CITY OF JERSEY CITY	30 MONTGOMERY STREET, JERSEY CITY, NJ, 07306

SMARTnet RENEWAL QUOTE FOR CITY OF JERSEY CITY
EFFECTIVE COVERAGE CO-TERMED THROUGH DECEMBER 31, 2014

Quote Number: 4809546
Contract Number: 93283372
Premium 24x7x4 (SNTP)

Site ID#	Location	Item Name	Description	Serial Number	Begin Date	End Date	Annual Cost	Prorated Cost	Discount	Discounted Cost
401830590	JERSEY CITY, NJ	WS-C4506	Cisco Catalyst 4506 - switch - rack-mountable	FOX104005MU	1-Jan-14	31-Dec-14	$ 2,957.00	$ 2,957.00	10%	$ 2,661.30
401830592	JERSEY CITY, NJ	WS-C6509-E=	Catalyst 6500 Enhanced 9-slot chassis,14RU,no PS,no Fan Tray	SMG1642N04S	1-Jan-14	31-Dec-14	$ 10,920.00	$ 10,920.00	10%	$ 9,828.00
403555732	JERSEY CITY, NJ	WS-C4506	Cisco Catalyst 4506 - switch - rack-mountable	FOX103904Z1	1-Jan-14	31-Dec-14	$ 2,957.00	$ 2,957.00	10%	$ 2,661.30
403958888	JERSEY CITY, NJ	WS-C6509-E	Catalyst 6500 Enhanced 9-slot chassis,14RU,no PS,no Fan Tray	SMG1202N0XF	1-Jan-14	31-Dec-14	$ 10,920.00	$ 10,920.00	10%	$ 9,828.00

Total: $ 24,978.60

Site ID#	Site Name	Address
401830592	CITY OF JERSEY CITY	280 GROVE, JERSEY CITY, NJ, 07306
403958888	CITY OF JERSEY CITY	1 JOURNAL SQUAR PLAZA, INFORMATION TECHNOLOGY , 3RD FLOOR,
403555732	CITY OF JERSEY CITY	575 ROUTE 440, ARCHITECTURE, JERSEY CITY, NJ, 07305
401830590	CITY OF JERSEY CITY	30 MONTGOMERY STREET, JERSEY CITY, NJ, 07306

TERM CONTRACT SEARCH BY TNUMBER

Click Here to search more Term Contracts

T-Number	Title	Vendor	Contract #
M7000_13-r -22918	DATA COMMUNICATIONS EQUIPMENT	CISCO SYSTEMS INC	83083

TOP

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Notice of Award
Term Contract(s)

M-7000
DATA COMMUNICATIONS EQUIPMENT

Vendor Information
Authorized Dealers
By Vendor
Email to VICENTE AZARCON

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

Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (117 kb)

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

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NOAs By Number **NOAs By Title** **Search NOAs**

Index #:	M-7000
Contract #:	VARIOUS
Contract Period:	FROM: 12/01/12 TO: 05/31/14
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*

	1745 TECHNOLOGY DR SAN JOSE, CA 95110
Contact Person:	TANIA CRAYTHORNE
Contact Phone:	408-333-6226
Order Fax:	000-000-0000
Contract#:	83084
Expiration Date:	05/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	CISCO SYSTEMS INC 170 WEST TASMAN DR SAN JOSE, CA 95134
Contact Person:	MIKE SLOAN
Contact Phone:	732-635-4346
Order Fax:	000-000-0000
Contract#:	83083
Expiration Date:	05/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	ENTERASYS NETWORKS INC 50 MINUTEMAN RD ANDOVER, MA 01810-1008
Contact Person:	UNKNOWN
Contact Phone:	000-000-0000
Order Fax:	000-000-0000
Contract#:	83090
Expiration Date:	05/31/14
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	EXTREME NETWORKS FOUR TOWER BRIDGE 200 BARR HARBOR DR/400 W CONSHOHOCKEN, PA 19428
Contact Person:	MARTY MADEIRA
Contact Phone:	888-257-3000
Order Fax:	000-000-0000

Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 83081	**Title:** DATA COMMUNICATIONS EQUIPMENT
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
Contact Person:	JOHN MAZELLA
Contact Phone:	866-776-7415
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 642 NEWTOWN YARDLEY RD NEWTOWN PA 18940
Contact Person:	GEORGE PASHARDIS
Contact Phone:	609-528-8912
Dealer/Distributor Name & Address:	ERGONOMIC GROUP INC 191 HERRICKS ROAD GARDEN CTY PARK NY 11040
Contact Person:	KATHRYN FARKAS
Contact Phone:	516-746-7777-174
Dealer/Distributor Name & Address:	GOVCONNECTION INC 2150 POST RD FAIRFIELD CT 06824
Contact Person:	JEFF LEVIN
Contact Phone:	800-800-0019
Dealer/Distributor Name & Address:	INSIGHT PUBLIC SECTOR INC 6820 S HARL AVE TEMPE AZ 85283
Contact Person:	NICK STOCKING
Contact Phone:	800-467-4448-6020
Dealer/Distributor Name & Address:	NWN CORPORATION 303 FELLOWSHIP RD/STE 110 MT LAUREL NJ 08054
Contact Person:	MATT HIMMELSTEIN
Contact Phone:	856-914-5603
Dealer/Distributor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET NJ 08873
Contact Person:	KATIE OKANE
Contact Phone:	732-868-5904
Contract#: 83083	**Title:** DATA COMMUNICATIONS EQUIPMENT
Dealer/Distributor Name & Address:	ASPIRE TECHNOLOGY PARTNERS 100 VILLAGE COURT 3FL HAZLET NJ 07730
Contact Person:	FROST SCHROEDER
Contact Phone:	732-847-9612
Dealer/Distributor Name & Address:	BLUEWATER COMMUNICATIONS 110 PARKWAY DRIVE S HAUPPAUGE NY 11788-2012
Contact Person:	DARREN CHANG
Contact Phone:	631-656-7624
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740

Contact Person:	JOHN MAZELLA
Contact Phone:	866-776-7415
Dealer/Distributor Name & Address:	COMPUTER DESIGN & INTEGRATION LLC 696 ROUTE 46 WEST TETERBORO NJ 07608
Contact Person:	DAVE REID
Contact Phone:	201-931-1420
Dealer/Distributor Name & Address:	CONTINENTAL RESOURCES INC 27 WORLDS FAIR DR SOMERSET NJ 08873
Contact Person:	LOU DEMARCO
Contact Phone:	732-748-3630
Dealer/Distributor Name & Address:	CORE BTS INC 750 ROUTE 202 SOUTH SUITE 210 BRIDGEWATER NJ 08807
Contact Person:	MICHELE KRAMER
Contact Phone:	908-310-4415
Dealer/Distributor Name & Address:	DIMENSION DATA NA 499 THORNALL ST/3RD FL EDISON NJ 08837
Contact Person:	VINCENT PISCIOTTA
Contact Phone:	732-452-5237
Dealer/Distributor Name & Address:	DYNTEK 1120 ROUTE 73/STE 100 MOUNT LAUREL NJ 08054
Contact Person:	DEBORA HARTMAN
Contact Phone:	856-834-1139
Dealer/Distributor Name & Address:	EPLUS TECHNOLOGY INC 642 NEW TOWN YARDLEY RD NEW TOWN PA 18940
Contact Person:	GEORGE PASHARDIS
Contact Phone:	609-528-8912
Dealer/Distributor Name & Address:	HIGH POINT SOLUTIONS 5 GAIL COURT SPARTA NJ 07871
Contact Person:	MICHAEL MENDIBURU
Contact Phone:	973-940-0040
Dealer/Distributor Name & Address:	JOHNSTON COMMUNICATION 322 BELLEVILLE TURNPIKE NORTH ARLINGTON NJ 07031
Contact Person:	STEVEN S MULLEN
Contact Phone:	201-428-2010
Dealer/Distributor Name & Address:	MILLENNIUM COMMUNICATIONS GRP 11 MELANIE LANE UNIT 13 EAST HANOVER NJ 07936
Contact Person:	DAN ALOIA
Contact Phone:	973-503-1313
Dealer/Distributor Name & Address:	NWN CORPORATION 303 FELLOWSHIP RD/STE 110 MT LAUREL NJ 08054
Contact Person:	MATT HIMMELSTEIN
Contact Phone:	856-914-5603
Dealer/Distributor Name & Address:	OFFICE BUSINESS SYSTEMS HOLDNG OFFICE BUSINESS SYSTEMS 600 M RYERSON RD LINCOLN PARK NJ 07035
Contact Person:	DOUGLAS H SMITH
Contact Phone:	973-575-6550

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 (t).

Election Fund for Steven Fulop (2013)	**Councilperson Frank Gajewski**
Team Fulop	**Councilperson Khemraj "Chico" Ramchal**
Team Fulop Runoff	**Councilperson Richard Boggiano**
Lavarro for Council	**Councilperson Michael Yun**
Councilperson Joyce E. Watterman	**Councilperson Candice Osborne**
Councilperson Daniel Rivera	**Councilperson Diane Coleman**

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 Company ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
CDW LLC.	300 N. Milwaukee Ave. Vernon Hills, IL. 60061.

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: CDW Government LLC.
Signed: _____ **Title:** Proposals Supervisor.
Print Name: Matthew Flood. **Date:** 1/14/2014

Subscribed and sworn before me this 14 **day of** January, 2014
My Commission expires: Aug 31, 2014

(Affiant)
Matthew Flood; Proposals Supervisor.
(Print name & title of affiant) **(Corporate Seal)**

MATTHEW LUTHERAN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2014

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/lfns/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, 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."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	CDW Government LLC.		
Address:	230 N. Milwaukee Ave.		
City:	Vernon Hills.	State: IL.	Zip: 60061.

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Matthew Flood	Proposals Supervisor

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of ______

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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 CDW Government LLC. (name of business entity) has not made any reportable contributions in the **one-year period preceding 1/29/14 (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 CDW Governmetn LLC. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: CDW Government LLC.

Signed _____ Title: Proposals Supervisor

Print Name Matthew Flood Date: 1/14/2014

Subscribed and sworn before me
this 14th day of January, 2014 _____ (Affiant)
My Commission expires: Aug 31, 2014

Matthew Flood: Proposals Supervisor.
(Print name & title of affiant) (Corporate Seal)

MATTHEW LUTHERAN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 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.

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

City Clerk File No. Res. 14.055

Agenda No. 10.R

Approved:

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE PURCHASE, INSTALLATION AND TRAINING OF SDL SOFTWARE UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City), compiles data on city properties including an inventory of vacant buildings. **The Spatial Data Logic Software will enhance the building permit process as well as maintain records on house code inspections. All data accumulated through this system will be made available to additional Department/Divisions;** and

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

WHEREAS, Software House International, 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of State Contract No. **A77560**, submitted a proposal for **Spatial Data Logic Software**; and

WHEREAS, funds are available for this contract in **Administration's Capital Account Fund;**

Account	P.O. #	State Contract	Total Contract
04-215-55-920-990	112274	A77560	$98,460.00

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

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

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

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.055

Agenda No. 10.R

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE PURCHASE, INSTALLATION AND TRAINING OF SDL SOFTWARE UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

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, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 04-215-55-920-990.

Account	P.O. #	State Contract	Total Contract
04-215-55-920-990	112274	A77560	$98,460.00

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

PF/pv
1/13/13

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ _____
Business Administrator Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

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

_____ _____
Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE PURCHASE, INSTALLATION AND TRAINING OF SDL SOFTWARE UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

Department/Division	**Administration**	**Information Technology**
Name/Title	**Robert Magro**	**Director**
Phone/email	**201-547-4274**	**bobm@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

PURCHASE, INSTALLATION, TRAINING AND DATA CONVERSION RELATED TO THE SPATIAL DATA LOGIC MUNICIPAL GOVERNMENT MANAGEMENT SOFTWARE SYSTEM.

Cost (Identify all sources and amounts)

Capital account, Account 4-215-55-920-990
$98,460.00

Contract term (include all proposed renewals)

One year, 1-1-14 to 12-31-14

Type of award **State contract (WSCA)**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 1-10-14

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
112274
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

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

REQUISITION # 0164703
BUYER STATECONT

DATE	VENDOR NO.
01/13/2014	SO516940

VENDOR INFORMATION

SOFTWARE HOUSE INTERNATIONAL
290 DAVIDSON AVENUE

SOMERSET NJ 08873

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	SOFTWARE/SERVICES PURCHASE OF SOFTWARE WITH INSTALLATION SERVICES M-0003: SOFTWARE LICENSE & RELATED SERVICES QUOTE: 7441885, SPATIAL DATA LOGIC BY: NICOLE_LAWRENCE@SHI.COM 732-564-8140 LINE: 00042, COMM CODE: 208-80-076493 LINE: 00046, COMM CODE: 208-80-076497 LINE: 00050, COMM CODE: 208-80-076145 LINE: 00052, COMM CODE: 208-81-076166 SC A77560 RESO_____, APPROVED_____	04-215-55-920-990	98,460.6000	98,460.60
		TAX EXEMPTION NO. 22-6002013		PO Total	98,460.60

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X _____
VENDOR SIGN HERE

_____
OFFICIAL POSITION DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

_____
TITLE OR POSITION DATE

_____
APPROVED BY THE PURCHASING AGENT DATE

_____
APPROVED BY ACCOUNTS & CONTROL DATE

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

RESOLUTION CHECKLIST

OIC

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 164703 PO # 112274

DEPT/DIV: I.T. SUBJ: Software/Srvcs.

GOODS & SERVICES NON BIDS	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										✓
EEO/AA Compliance										
BRC/Validation										✓
Pay-to-Play, Political Contribution/B.E.D.										✓
Legislative Fact Sheet/ Determination of Value										✓
Other:										

NOTE:

BIDS	Goods & Services	Construcion	RFP's	RFQ's	Resolution	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Certification Regarding Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

Requisition #
0164703

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Assigned PO #
112274

Requisition

Vendor
SOFTWARE HOUSE INTERNATIONAL
290 DAVIDSON AVENUE
SOMERSET NJ 08873

SO516940

Dept. Bill To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY

Dept. Ship To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

Contact Info
ROBERT MAGRO
015474274.

SC 1/13

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	SOFTWARE/SERVICES	0421555920990	98,460.60	98,460.60

PURCHASE OF SOFTWARE WITH
INSTALLATION SERVICES

M-0003: SOFTWARE LICENSE & RELATED SERVICES

QUOTE: 7441885, SPATIAL DATA LOGIC
BY: NICOLE_LAWRENCE@SHI.COM
732-564-8140

LINE: 00042, COMM CODE: 208-80-076493
LINE: 00046, COMM CODE: 208-80-076497
LINE: 00050, COMM CODE: 208-80-076145
LINE: 00052, COMM CODE: 208-81-076166

SC A77560

RESO_____, APPROVED_____

Requisition Total **98,460.60**

Req. Date: 01/10/2014
Requested By: BOBM
Buyer Id:

Approved By:_____

This Is Not A Purchase Order

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0078008 FOR SHI INTERNATIONAL CORP. IS VALID.

Pricing Proposal
Quotation #: 7441885
Created On: Dec-19-2013
Valid Until: Jan-31-2014

CITY OF JERSEY CITY

Bob Magro
Phone: (201) 547-4274
Fax:
Email: bobm@jcnj.org

Inside Sales Account Manager

Nicole Lawrence
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-564-8140
Fax: 888-896-8860
Email: Nicole_Lawrence@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	City/ County Enterprise License - up to 300 seats, support, and portal for 1 year **Spatial Data Logic** - Part#: SL3005	1	$82,467.00	$82,467.00
2	Training - 4 additional departments and General Sessions **Spatial Data Logic** - Part#: TR1001	1	$9,996.00	$9,996.00
3	Data Conversion - Public Works (spreadsheets), Health(MACS, MILS) **Spatial Data Logic** - Part#: LR1013	1	$5,997.60	$5,997.60
4	N/C for Installation **Spatial Data Logic** - Part#: SI1001	1	$0.00	$0.00
			Total	$98,460.60

Additional Comments

NJ Software State Contract #77560

Thank you for the opportunity to quote. SHI is a leading reseller of software, hardware, and peripherals. SHI is a 100% Asian-Owned Minority Company.
SHI has been working with State and Local Governments for over 15 years. We have a Software Licensing Specialist for every major manufacturer and a hardware and service department to assist with any configuration.

Please keep SHI in mind for you future software and hardware needs.

For Immediate Assistance with quote requests, order inquiries or service, please contact your Inside Sales Team at 1-888-591-3400 or by email: NJGOV@shi.com

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Patricia Vega

From: Nicole Lawrence [Nicole_Lawrence@SHI.com]
Sent: Friday, January 10, 2014 4:41 PM
To: Patricia Vega
Subject: RE: Quote: 7441885

Line 1- 00046
Line 2- 00052
Line 3- 00042
Line 4- 00050

Thanks!

Nicole Lawrence | SHI International | Inside Account Manager | Nicole_Lawrence@shi.com | www.shi.com |
https://www.publicsector.shidirect.com |
Office: 732-564-8140 | Fax: 888-896-8860

Innovative Solutions. World Class Support.

Connect with us at

How was my service? Contact - Senior_Management@shi.com

From: Patricia Vega [mailto:VegaP@jcnj.org]
Sent: Friday, January 10, 2014 3:46 PM
To: Nicole Lawrence
Subject: Quote: 7441885

Hi Nicole,

Please send the line item numbers awarded under state contract 77560 for quote 7441885.

Thank you!

Patricia M Vega
Principal Buyer, RPPS
Division of Purchasing
1 Journal Square Plaza 2nd Fl.
Jersey City, NJ 07306

VegaP@jcnj.org
Direct: 201.547.4278/Fax:6585
http://www.cityofjerseycity.com/administration.aspx?id=1098

Notice of Award
Term Contract(s)

M-0003
SOFTWARE LICENSE & RELATED SER

Vendor Information
Authorized Dealers
By Vendor
Email to MARIANNE BIXLER

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

Download All Documents

- Standard Terms and Conditions 2007 Adobe PDF (5 kb)
- Software Publisher/Service Provider Agreement Adc PDF (206 kb)
- Scope of Work Requirements Adobe PDF (9 kb)
- Three Party Agreement Adobe PDF (35 kb)
- NJ Custom Agreements List Adobe PDF (9 kb)
- Forms and Documents to be supplied by Provider Ac PDF (8 kb)
- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (158 kb)
- Amendment #1 - Supplemental Award Adobe PDF (kb)
- Amendment #2 - Product Addition Adobe PDF (17 k
- Amendment #3 - Change to Method of Operation dat 9/11/13 Adobe PDF (26 kb)

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

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

NOAs By Number **NOAs By Title** **Search NOAs**

Index #:	M-0003
Contract #:	VARIOUS
Contract Period:	FROM: 07/01/10 TO: 06/30/15
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*

TERM CONTRACT SEARCH BY TNUMBER

Click Here to search more Term Contracts

T-Number	Title	Vendor	Contract #
M0003 11-r -21493	SOFTWARE LICENSE & RELATED SER	SHI INTERNATIONAL CORP	77560

TOP

Copyright © State of New Jersey, 1996-2007

	18701 S FIGUEROA ST GARDENA, CA 90248
Contact Person:	BILL ABRAMS
Contact Phone:	877-609-5173
Order Fax:	000-000-0000
Contract#:	77562
Expiration Date:	06/30/15
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873
Contact Person:	DENISE VERDICCHIO
Contact Phone:	888-744-4084
Order Fax:	888-896-8860
Contract#:	77560
Expiration Date:	06/30/15
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	YES
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 77003	**Title:** SOFTWARE LICENSE & RELATED SER
Dealer/Distributor Name & Address:	DELL MARKETING LP ONE DELL WAY ROUND ROCK TX 78682
Contact Person:	UNKNOWN
Contact Phone:	800-766-3355

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: DELL MARKETING LP **Contract Number:** 77003

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - PLATFORM AND MANAGEMENT APPLICATION AND COLLABORATION SERVICES	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00002	COMM CODE: 208-80-076142 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...]	1.000	EACH	NET	N/A

	PROFESSIONAL INFORMATION AND DATA MANAGEMENT				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00039	COMM CODE: 208-80-076490 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL LEGAL	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00040	COMM CODE: 208-80-076491 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL MANAGEMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00041	COMM CODE: 208-80-076492 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL PURCHASING	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00042	COMM CODE: 208-80-076493 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL RECORDS MANAGEMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00043	COMM CODE: 208-80-076494 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SALES AND MARKETING	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00044	COMM CODE: 208-80-076495 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SERVICES AND MANUFACTURING MANAGEMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**

00045	COMM CODE: 208-80-076496 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL SUPPLY CHAIN MANAGEMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00046	COMM CODE: 208-80-076497 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL TECHNICAL AND SCIENCE SOFTWARE	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00047	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL TECHNICAL EQUIPMENT	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00048	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - OPERATIONS AND PROFESSIONAL OTHER: OPERATIONS AND PROFESSIONAL	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00049	COMM CODE: 208-80-076500 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE MAINTENANCE, UPGRADE AND/OR UPDATE	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00050	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE INSTALLATION, CONFIGURATION AND/OR IMPLEMENTATION	1.000	EACH	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00051	COMM CODE: 208-81-076166 [COMPUTER SOFTWARE FOR MICROCOMPUTERS...] ITEM DESCRIPTION: SOFTWARE - SUPPORT	1.000	EACH	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00052	COMM CODE: 208-81-076166 [COMPUTER SOFTWARE FOR MICROCOMPUTERS ...] ITEM DESCRIPTION: SOFTWARE - TRAINING	1.000	EACH	NET	N/A

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

City Clerk File No. Res. 14.055

Agenda No. 10.R

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE PURCHASE, INSTALLATION AND TRAINING OF SDL SOFTWARE UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City), compiles data on city properties including an inventory of vacant buildings. **The Spatial Data Logic Software will enhance the building permit process as well as maintain records on house code inspections. All data accumulated through this system will be made available to additional Department/Divisions;** and

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

WHEREAS, Software House International, 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of State Contract No. **A77560**, submitted a proposal for **Spatial Data Logic Software**; and

WHEREAS, funds are available for this contract in **Administration's Capital Account Fund;**

Account	P.O. #	State Contract	Total Contract
04-215-55-920-990	112274	A77560	$98,460.00

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

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

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

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.055

Agenda No. 10.R JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE PURCHASE, INSTALLATION AND TRAINING OF SDL SOFTWARE UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

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 04-215-55-920-990.

Account	P.O. #	State Contract	Total Contract
04-215-55-920-990	112274	A77560	$98,460.00

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

PF/pv
1/13/13

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Joanne Monahan for
Business Administrator Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY

Project Manager

Department/Division	**Administration**	**Information Technology**
Name/Title	**Robert Magro**	**Director**
Phone/email	**201-547-4274**	**bobm@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

ACQUISITION OF WIRELESS/CELLULAR GOODS AND SERVICES (CELL PHONES, BROADBAND CARDS, WIRELESS HOT-SPOTS, TABLETS, ETC.)

Cost (Identify all sources and amounts)

City funds, Account 1-201-31-435-616
$6,000 PER MONTH, $72,000 PER YEAR
$20,000 INITIAL ENCUMBRANCE

Contract term (include all proposed renewals)

One year, 1-1-14 to 12-31-14

Type of award **STATE CONTRACT**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 1-13-14

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
112273
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

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

REQUISITION # **0164685**
BUYER **STATECONT**

DATE	VENDOR NO.
01/13/2014	VE570320

VENDOR INFORMATION

VERIZON WIRELESS
2401 MALL DRIVE

NORTH CHARLESTON SC 29406

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	CELL PHONE CONTRACT WIRELESS TELEPHONE GOODS AND SERVICES FROM VERIZON WIRELESS MONTHLY $6,000 YEARLY $72,000 INITIAL ENCUMBRANCE $20,000 T-216A: WIRELESS DEVICES AND SERVICES LINE: 00001, COMM CODE: 915-75-054974 LINE 00003: COMM CODE: 915-75-054991 SC A82583 RESO_____, APPROVED_____	01-201-31-435-616	20,000.0000	20,000.00
		TAX EXEMPTION NO. 22-6002013		PO Total	20,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X _____
VENDOR SIGN HERE

_____
OFFICIAL POSITION DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

_____
TITLE OR POSITION DATE

_____
APPROVED BY THE PURCHASING AGENT DATE

_____
APPROVED BY ACCOUNTS & CONTROL DATE

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

RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0164685 PO # 112273

DEPT/DIV: I.T. SUBJ: Cell phone contract

GOODS & SERVICES NON BIDS	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										✓
EEO/AA Compliance										
BRC/Validation										✓
Pay-to-Play, Political Contribution/B.E.D.										✓
Legislative Fact Sheet/ Determination of Value										✓
Other:										

NOTE:

BIDS	Goods & Services	Construcion	RFP's	RFQ's	Resolution	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Certification Regarding Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes: _____

Requisition #
0164685

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition

Assigned PO #
112273

Vendor
VERIZON WIRELESS
2401 MALL DRIVE
NORTH CHARLESTON SC 29406

VE570320

Dept. Bill To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY

Dept. Ship To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

Contact Info
ROBERT MAGRO
015474274.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	CELL PHONE CONTRACT	0120131435616	20,000.00	20,000.00

WIRELESS TELEPHONE GOODS AND SERVICES
FROM VERIZON WIRELESS

MONTHLY $6,000
YEARLY $72,000

INITIAL ENCUMBRANCE $20,000

T-216A: WIRELESS DEVICES AND SERVICES

LINE: 00001, COMM CODE: 915-75-054974
LINE 00003: COMM CODE: 915-75-054991

SC A82583

RESO_____, APPROVED_____

Requisition Total **20,000.00**

Req. Date: 01/09/2014
Requested By: BOBM
Buyer Id:

Approved By:_____

This Is Not A Purchase Order

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	VERIZON WIRELESS SERVICES LLC
Trade Name:	VERIZON WIRELESS SERVICES LLC
Address:	180 WASHINGTON VALLEY ROAD BEDMINSTER, NJ 07921-2120
Certificate Number:	0757318
Effective Date:	June 01, 2001
Date of Issuance:	January 13, 2014

For Office Use Only:

20140113160211097

TERM CONTRACT SEARCH BY TNUMBER

Click Here to search more Term Contracts

T-Number	Title	Vendor	Contract #
T216A 12-x -22315	WIRELESS DEVICES AND SERVICES	VERIZON WIRELESS	82583

TOP

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Account Inquiry Details

Exit Help Print Preferences

** Budget Account **

Fund	1	CURRENT FUND	Budget Amount	21,000.00
G/L	201	CURRENT APPROPRIATIONS	Revised Budget	.00
Cafr	31	UNCLASSIFIED UTILITY	Beginning Balance	21,000.00
Subsidiary	435	COMMUNICATIONS-ALL DEPTS	Prior YTD Expended	00.
Line Item	616	CELLULAR PHONES	Curr. YTD Expended	00.
Sort Code	00	UNCLASSIFIED IN CAP	Open Encumbered	20,000.00
Year/Period	2014 / 1	View in Ascending Order / View in Descending Order	Ending Balance	1,000.00
Chg. Year/Period	/			

New Acct | Previous > | < Next

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

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

Print Account | View Open Enc | View Lgl Line

Start 12:32 PM 1/13/2014

Monday, Jan 13, 2014 12:32 PM

Notice of Award
Term Contract(s)

T-216A
WIRELESS DEVICES AND SERVICES

Vendor Information
By Vendor
RFP Documents
Email to JAMES E STRYPE

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

Download All Documents

- State Contract Manager Adobe PDF (18 kb)
- Method of Operation Adobe PDF (23 kb)
- Price List Links Link

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NOAs By Number **NOAs By Title** **Search NOAs**

Index #:	T-216A
Contract #:	VARIOUS
Contract Period:	FROM: 09/01/12 TO: 01/31/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*

Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22315
Bid Open Date:	01/19/12
CID #:	1035573
Commodity Code:	915-75
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

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

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

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

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

Questions, problems or complaints related to Cooperative Purchasing contact:

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

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

JAMES E STRYPE	PROCUREMENT SPECIALIST	609-341-2977
KEVIN MOORE	ASSISTANT DIRECTOR	609-984-0756
	PUB DATE:	**08/01/13**

VENDOR INFORMATION

Vendor Name & Address:	AMERICAN MESSAGING 1720 LAKE POINTE DRIVE SUITE 100 LEWISVILLE, TX 75057
Contact Person:	VARTY APANOSIAN
Contact Phone:	201-664-0008
Order Fax:	201-664-1617
Contract#:	82585
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	5 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	
Vendor Name & Address:	

	AT&T MOBILITY ONE AT&T WAY ROOM 2C224E BEDMINISTER, NJ 07921
Contact Person:	FRANK GUZZO
Contact Phone:	732-610-6988
Order Fax:	704-510-6913
Contract#:	82584
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	1 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	VERIZON WIRELESS CELLCO PARTNERSHIP ONE VERIZON WAY BASKING RIDGE, NJ 07920
Contact Person:	RICHARD MULLIN
Contact Phone:	215-280-1333
Order Fax:	215-604-6487
Contract#:	82583
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	5 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: AMERICAN MESSAGING **Contract Number:** 82585

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 725-45-058307 [RADIO COMMUNICATION, TELEPHONE, AND...] ITEM DESCRIPTION: NUMERIC PAGER AS DEFINED IN SECTION 3.3-3.3.1.2 OF RFP SCHEDULE F MODEL: NUMERIC PAGER	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00007	COMM CODE: 725-45-058308 [RADIO COMMUNICATION, TELEPHONE, AND...] ITEM DESCRIPTION: ALPHANUMERIC PAGER AS DEFINED IN SECTION 3.3-3.3.1.2 OF RFP SCHEDULE G. MODEL: ALPHNUMERIC PAGER	1.000	LOT	NET	N/A

	PLAN AS DEFINED SECTION 3.1.7-3.1.7.5 OF RFP SCHEDULE E.				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00009	COMM CODE: 915-75-054982 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING SERVICE AS DEFINED IN SECTION 3.2-3.2.1 OF RFP SCHEDULE I	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00010	COMM CODE: 915-75-054983 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING: SERVER SOFTWARE, LICENSE AND UPGRADE AS DEFINED IN SECTION 3.2.2 OF RFP. SCHEDULE J.	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00011	COMM CODE: 915-75-058310 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING DEVICES AND SERVICES AS DEFINED SECTIONS 3.2 OF RFP SCHEDULE K.	1.000	LOT	NET	N/A
Vendor: VERIZON WIRELESS CELLCO PARTNERSHIP		**Contract Number:** 82583			
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00001	COMM CODE: 915-75-054974 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: WIRELESS TELEPHONE SERVICE AS DEFINED IN SECTIONS 3.1-3.1.3 OF RFP SCHEDULE A	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00002	COMM CODE: 915-75-054976 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: WIRELESS PRIORITY SERVICE (WPS) AS DEFINED IN SECTION 3.1.4 OF RFP SCHEDULE B	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**		**UNIT**		**UNIT PRICE**

	MESSAGING DEVICES AND SERVICES AS DEFINED SECTIONS 3.2 OF RFP SCHEDULE K.				

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

Download All Documents

- NJ Standard Terms and Conditions Adobe PDF (93 k
- RFP TEXT Adobe PDF (731 kb)
- Attachment # 1 - Schedules A-K and Pricing Configuration Schedules P1 - P9. Mandatory requirement for Bidders to provide its pricing. Adobe PDF (185 kb)
- NJ Standard RFP Forms Adobe PDF (750 kb)
- Cooperative Purchase Form Adobe PDF (485 kb)
- Source Disclosure Certification Adobe PDF (821 kb)
- Signatory Page Adobe PDF (53 kb)
- Price Sheet Adobe PDF (55 kb)
- Addendum # 1 - Responses to eQ&A and Additional Information Adobe PDF (170 kb)
- Addendum # 2 - Additional Bid Information Adobe P (18 kb)

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		EST QUANTITY		% DISCOUNT	
00003	COMM CODE: 915-75-054991 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: HANDHELD WIRELESS DEVICES AS DEFINED SECTION 3.1.5-3.1.5.1 OF RFP SCHEDULE C	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00004	COMM CODE: 915-75-058305 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: WIRELESS NETWORK INTERFACE MODEMS AS DEFINED IN SECTION 3.1.6 OF RFP SCHEDULE D.	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00005	COMM CODE: 915-75-058306 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: WIRELESS DATA NETWORK PLAN AS DEFINED SECTION 3.1.7-3.1.7.5 OF RFP SCHEDULE E.	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00009	COMM CODE: 915-75-054982 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING SERVICE AS DEFINED IN SECTION 3.2-3.2.1 OF RFP SCHEDULE I	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00010	COMM CODE: 915-75-054983 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING: SERVER SOFTWARE, LICENSE AND UPGRADE AS DEFINED IN SECTION 3.2.2 OF RFP. SCHEDULE J.	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00011	COMM CODE: 915-75-058310 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ADVANCED WIRELESS	1.000	LOT	NET	N/A

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

City Clerk File No. Res. 14.056

Agenda No. 10.S

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Wireless Devices and Services** for the **Department of Administration/Information Technology**; and

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

WHEREAS, Verizon Wireless , 2401 Mall Drive , North Charleston, SC 29406 being in possession of **State Contract A82583**, will deliver and Supply Wireless Devices and Services in the total amount of **Seventy Two Thousand Dollars ($72,000.00);** and

WHEREAS, funds in the amount of $20,000 are available in the calendar year 2014 temporary budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in account No. 01-201-31-435-616; and

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

Department of Administration/Information Technology

Acct No.	P.O #	State Contract	Temp Encumbrance
01-201-31-435-616	112273	A82583	$20,000.00

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

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 **Verizon Wireless ,** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

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

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

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.056

Agenda No. 10.S JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account 01-201-31-435-616.

Department of Administration/Information Technology

Acct No.	**P.O #**	**State Contract**	**Temp Encumbrance**
01-201-31-435-616	112273	A82583	$20,000.00

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

PF/pv
1/13/13

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.057

Agenda No. 10.T

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ZOLAND CORPORATION FOR MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, maintenance and repair for heavy duty vehicles are needed to keep the City of Jersey City's (City) vehicle fleet operational; and

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

WHEREAS, Zoland Corporation, 1742 Kennedy Boulevard, Jersey City, New Jersey 07305, being in possession of State contract **A 73526** submitted a proposal for maintenance and repair for heavy duty vehicles; and

WHEREAS, the term of the contract shall be for twelve (12) months effective as of January 1, 2014 and the total cost of the contract shall not exceed **one hundred and forty thousand dollars ($140,000.00)**; and

WHEREAS, funds in the amount of **twenty thousand dollars ($20,000.00)** are available in **Automotive Operating Account No. 14-01-201-26-315-310.**

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

1) A contract is awarded to Zoland Corporation for maintenance and repair for heavy duty vehicles;

2) The contract term is for twelve (12) months effective as January 1, 2014, and the maximum amount of the contract shall not exceed **$140,000.00**;

3) This contract is awarded pursuant to N.J.S.A. 40A:11-12;

4) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget;

5) 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:5-1et seq; and

6) This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.057

Agenda No. 10.T JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ZOLAND CORPORATION FOR MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that funds in the amount of **$20,000.00** are available in Account No. **14-01-201-26-315-310**.

Requisition #	Purchase Order #	State Contract #
0164814	112372	A73526

MR/sb
January 16, 2014

APPROVED: 1/17/14
Michael Razzoli, Director, Department of Public Works

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
Joanne Monahan for Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

1. **Full title of ordinance/resolution/cooperative agreement:**
   RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ZOLAND CORPORATION FOR MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS.

2. **Name and title of person initiating ordinance/resolution, etc.:**
   Michael Razzoli, Director of the Department of Public Works for the Division of Automotive Maintenance.

3. **Concise description of program, project or plan proposed in the ordinance/resolution:**
   There exists a need maintenance and repair of heavy duty vehicles for the City's fleet of vehicles.

4. **Reasons (need) for the proposed program, project, etc.:**
   RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ZOLAND CORPORATION FOR MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS.

5. **Anticipated benefits to the community:**
   There exists a need maintenance and repair of heavy duty vehicles for the City's fleet of vehicles.

6. **Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**
   The cost of this state contract is one hundred and forty thousand dollars ($140,000.00).

7. **Date the proposed program, or project will commence:**
   Upon adoption by The Jersey City Municipal Council.

8. **Anticipated completion date:**
   December 31, 2014.

9. **Person responsible for coordinating proposed program, project, etc.:**
   Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

10. **Additional comments:**
    Resolution proposed at the recommendation of the Director of Automotive Maintenance.

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

Peter Folgado, Director of Purchasing, RPPO, QPA **Date:**

Signature of Department Director **Date:**

CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.

2. **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ZOLAND CORPORATION FOR MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS.**

3. The total funds requested for this state contract is $140,000.00 with a temporary encumbrancy of $20,000.00.

4. The funds are available in **Automotive Maintenance Operating Account No. 01-201-26-315-310.**

5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 1-17-14

Michael E. Razzoli
Director of Department of Public Works

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ZOLAND CORPORATION FOR MAINTENANCE AND REPAIR FOR HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, PURSUANT TO STATE CONTRACT FOR THE DIVISION OF AUTOMOTIVE SERVICES / DEPARTMENT OF PUBLIC WORKS.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Director
Phone/email	201-547-4423	ortizh@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Maintenance and repair for heavy duty vehicles are needed to keep the City of Jersey City vehicle fleet operational.

Cost (Identify all sources and amounts)

Automotive Operating Account
01-201-26-315-310($140,000.00)

Contract term (include all proposed renewals)

01/01/14 to 12/31/14

Type of award State Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 1-17-14

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: January 16, 2014

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: Hector Ortiz, Automotive Director

Subject : State Contract Award (Heavy Duty Repairs)

The purpose of this letter is to explain the above subject matter. There exists a need for maintenance and repair to heavy duty vehicles, class 5 or higher over 15,000 LB GVWR. Zoland Corporation possesses state contract (A73526).

The total of this contract will not exceed $140,000.00. The duration of the contract is from 01/01/14 to 12/31/14. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner. The funds are available for this expenditure in **Automotive Maintenance Operating Account No. 14-01-201-26-315-310.**

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

Requisition #
0164814

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition

Assigned PO #
112372

Vendor
ZOLAND CORP
DBA AAMCO TRANSMISSIONS
1742 JFK BOULEVARD
JERSEY CITY NJ 07305
ZO250180

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

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

Contact Info
Hector Ortiz, Dir
2015474423

Quantity	UOM	Description	Account	Unit Price	Total
1.00	SC	ENCUMBRANCY FOR:	01-201-26-315-310	20,000.00	20,000.00

MAINTENANCE AND REPAIR TO HEAVY DUTY VEHICLES

STATE CONTRACT # A73526

CONTRACT AMOUNT = $140,000.00
TEMP. ENCUMBRANCY = $20,000.00

PO VAILD ONLY THROUGHT 12/31/14

PPV'S

Requisition Total **20,000.00**

Req. Date: 01/16/2014
Requested By: BAIJNAUTHS
Buyer Id:

Approved By: Salinda Bagnato
01/16/14.

This Is Not A Purchase Order

TERM CONTRACT SEARCH BY TNUMBER

Click Here to search more Term Contracts

T-Number	Title	Vendor	Contract #
T2108_09-x-20137	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	ZOLAND CORPORATION	73526

TOP

Copyright © State of New Jersey, 1996-2007

Vendor Name & Address:	ZOLAND CORPORATION 1742 KENNEDY BLVD JERSEY CITY, NJ 07305
Contact Person:	LOUIS M FIZZAROTTI
Contact Phone:	201-433-5555
Order Fax:	201-433-9138
Contract#:	73526
Expiration Date:	02/28/14
Terms:	NONE
Delivery:	2 WEEKS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Silendra Baijnauth

From: Raymond Reddington
Sent: Monday, January 06, 2014 12:22 PM
To: Silendra Baijnauth
Subject: RE: SC Reso

The Zoland resolution is okay. For the others, if they are all State contract and you need them for the 1-15-14 City Council meeting, just prepare them because I doubt I will have time to review them and get back to you in time to make the agenda deadline for the 1-15-14 meeting.

From: Silendra Baijnauth
Sent: Monday, January 06, 2014 12:13 PM
To: Raymond Reddington
Subject: RE: SC Reso

Mr. Reddington,
Please see attached . I have a few more SC Resolutions to be drafted . I will be using this same format . Do I need to send those resolutions to you as well?

Thanks

From: Raymond Reddington
Sent: Monday, January 06, 2014 11:47 AM
To: Silendra Baijnauth
Subject: RE: SC Reso

Please see attached copy of draft no. 1 of resolution for one change.

From: Silendra Baijnauth
Sent: Tuesday, December 24, 2013 10:01 AM
To: Raymond Reddington
Subject: SC Reso

Good Morning Sir,
Please see attached for a state contract resolution for 2014. Kindly review and advise.

Thanks and happy holidays.

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

Baijnauths@jcnj.org

201-547-4405 (Work)
201-547-5264 (Fax)

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 Zoland Corp d/b/a Aamco (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 Zoland Corp d/b/a Aamco (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: Zoland Corp d/b/a Aamco

Signed: [signature] Title: President

Print Name: Louis M. Fizzarotti Date: 1/14/14

Subscribed and sworn before me
this 14th day of Jan, 2014.
My Commission expires:
Ruth A Fizzarotti

[signature]
(Affiant)

Louis M Fizzarotti, President
(Print name & title of affiant) (Corporate Seal)

RUTH A. FIZZAROTTI
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 20, 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).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

[X] 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 [X] Subchapter S Corporation

[ ] Limited Partnership [ ] Limited Liability Corporation [ ] Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Louis M. Fizzarotti	1107 Egret Ct Forked River, NJ 08731

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: Zeland Corp d/b/a Aamco

Signed: [signature] Title: President

Print Name: Louis M. Fizzarotti Date: 11/14/14

Subscribed and sworn before me this 14th day of January, 2014

My Commission expires: Ruth A. Fizzarotti

RUTH A. FIZZAROTTI
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 20, 2014

[signature]
(Affiant)

Louis M. Fizzarotti, President
(Print name & title of affiant) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Zoland Corp d/b/a Aamco		
Address:	1742 John F. Kennedy Blvd		
City:	Jersey City	State: NJ	Zip: 07305

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Louis M Fizzarotti	President

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
None			

☐ Check here if the information is continued on subsequent page(s).

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of ______

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

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

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

(REVISED 4/13)

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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

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 Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program 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): Ruth A. Fizzarotti / Bookkeeper / Human Resources Manager

Representative's Signature: Ruth A. Fizzarotti

Name of Company: Zoland Corp d/b/a Aamco

Tel. No.: 201-433-5555 **Date:** 1/16/14

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
222209411	☐ 1. MFG ☒ 2. SERVICE ☒ 3. WHOLESALE ☒ 4. RETAIL ☐ 5. OTHER	8

4. COMPANY NAME
Zoland Corp dba Aamco Transmissions & Total Car Car

5. STREET	CITY	COUNTY	STATE	ZIP CODE
1742 John F. Kennedy Blvd	Jersey City	Hudson	NJ	07305

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

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

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

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

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.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/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				********* MALE**********					********FEMALE**********				
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	2	2			2								
Professionals	1	1						1					
Technicians	4	4			4								
Sales Workers													

Certification 28159

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2007 to 15-APR-2014

ZOLAND CORP DBA AAMCO TRANSMISSION
1742-48 KENNEDY BLVD.
JERSEY CITY NJ 07305

Bradley Abelow
State Treasurer

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

The contractor and the owner of Zoland Corp (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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: Ruth Fizzarotti / Bookkeeper / Human Resources Manager
Representative's Signature: Ruth A Fizzarotti
Name of Company: Zoland Corp d/b/a Allmax
Tel. No.: 201-433-5555 Date: 1/16/14

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 : Zdland Corp d/b/a Aamco

Address : 1742 John F Kennedy Blvd Jersey City, NJ 07305

Telephone No. : 201-433-5555

Contact Name : Louis Fizzarotti

Please check applicable category :

____ Minority Owned Business (MBE) ____ Minority& Woman Owned Business(MWBE)

____ Woman Owned business (WBE) ____ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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: Zoland Corp d/b/a Aamco

Address: 1742 John F. Kennedy Blvd Jersey City, NJ. 07305

Telephone No.: 201-433-5555

Contact Name: Louis Frizzarotti

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:

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

City Clerk File No. Res. 14.058

Agenda No. 10.U

Approved: WITHDRAWN

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NEW JERSEY PROFESSIONAL PAINTING TO PROVIDE PAINT JOBS AT CITY HALL MAIN LOBBY AND HALLWAYS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited for bids for painting of City Hall main lobby and hallways for the Department of Public Works pursuant to specifications; and

WHEREAS, three (3) quotes were obtained, with the lowest responsible being that from New Jersey Professional Painting, 196 West 25th Street, Bayonne, New Jersey 07002 in the total bid amount of **thirty four thousand dollars ($34,000.00)**; and

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

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

WHEREAS, the Director of Buildings and Street Maintenance has determined and certified in writing that the value of the contract will exceed $17,500.00; and

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

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

WHEREAS, the contractor 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 $34,000.00 are available in **Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-311.**

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

1) A contract in the amount of **$34,000.00** for painting of City Hall lobby and hallways is awarded to New Jersey Professional Painting and the Purchasing Director is directed to have such a contract drawn up and executed;

(Continue on page 2)

City Clerk File No. Res. 14.058

Agenda No. 10.U

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NEW JERSEY PROFESSIONAL PAINTING TO PROVIDE PAINT JOBS AT CITY HALL MAIN LOBBY AND HALLWAYS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of $34,000.00 are available in **Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-311.**

P.O. No. 112411

MR /sb
January 17, 2014

WITHDRAWN

APPROVED: 1/17/14
Michael Razzoli, Director of Public Works

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Joanne Monahan for
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED
1.29.14

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

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

   RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NEW JERSEY PROFESSIONAL PAINTING TO PROVIDE PAINT JOBS AT CITY HALL MAIN LOBBY AND HALLWAYS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

2. **Name and title of person initiating ordinance/resolution, etc.:**
   Michael Razzoli, Director of the Department of Public Works for the Division of Buildings and Street Maintenance.

3. **Concise description of program, project or plan proposed in the ordinance/resolution:**
   There exists a need for painting of the City Hall lobby and hallways.

4. **Reasons (need) for the proposed program, project, etc.:**
   RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NEW JERSEY PROFESSIONAL PAINTING TO PROVIDE PAINT JOBS AT CITY HALL MAIN LOBBY AND HALLWAYS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

5. **Anticipated benefits to the community:**
   There exists a need for painting of the City Hall lobby and hallways.

6. **Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**
   The cost of this play to play contract is thirty four thousand dollars ($34,000.00).

7. **Date the proposed program, or project will commence:**
   Upon adoption by The Jersey City Municipal Council.

8. **Anticipated completion date:**
   March 31, 2014.

9. **Person responsible for coordinating proposed program, project, etc.:**
   John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

10. **Additional comments:**
    Resolution proposed at the recommendation of the Director of Buildings and Street Maintenance.

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

Peter Folgado, Director of Purchasing, RPPO, QPA **Date:**

1/17/14

Signature of Department Director **Date:**

CERTIFICATION OF MICHAEL E. RAZZOLI

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.

2. **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NEW JERSEY PROFESSIONAL PAINTING TO PROVIDE PAINT JOBS AT CITY HALL MAIN LOBBY AND HALLWAYS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

3. The total funds requested for this pay to play contract is $34,000.00

4. The funds are available in **Buildings and Street Maintenance Operating Account No. 01-201-26-291-311.**

5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 1/17/14

Michael E. Razzoli
Director of Department of Public Works

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NEW JERSEY PROFESSIONAL PAINTING TO PROVIDE PAINT JOBS AT CITY HALL MAIN LOBBY AND HALLWAYS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Project Manager

Department/Division	DPW	Buildings & Street Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

There exists a need for painting of the City Hall lobby and hallways.

Cost (Identify all sources and amounts)

Buildings and Street Operating Account
01-201-26-291-311 ($34,000.00)

Contract term (include all proposed renewals)

One time project.

Type of award Pay to Play

If "Other Exception", enter type

Additional Information

Three (3) quotes received:

1. NJ Professional Painting for $34,000.00
2. Lesvos Painting Company for $47,000.00
3. Avanti Construction for $51,000.00

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 1-17-14

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: January 17, 2014

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: John McGrath, Buildings and Street Director

Subject : Paint Job (City Hall Lobby and Hallways)

The purpose of this letter is to explain the above subject matter. There exists a need for paint jobs at City Hall Lobby and Hallways. The total of this contract will not exceed $34,000.00.

Three (3) quotes were received from:

1. **NJ Professional Painting = $34,000.00**
2. **Lesvos Painting Company = $47,000.00**
3. **Avanti Construction = $51,000.00**

The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner. The funds are available for this expenditure in **Buildings and Street Maintenance Operating Account No. 14-01-201-26-291-311.**Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

Requisition #
0164855

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition

Assigned PO #
112411

Vendor
PROFESSIONAL PAINTING
196 WEST 25TH STREET
BAYONNE NJ 07002

PR449190

Dept. Bill To
BUILDING & STREET MAINTENANCE
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

Dept. Ship To
BUILDING & STREET MAINTENANCE
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

Contact Info
John McGrath, Dir
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	PAINTING AT:	01-201-26-291-311	34,000.00	34,000.00
		CITY HALL MAIN LOBBY AND HALLWAYS			

Requisition Total **34,000.00**

Req. Date: 01/17/2014
Requested By: BAIJNAUTHS
Buyer Id:

Approved By: Sulendra Baijnauth

This Is Not A Purchase Order

NJ Professional Painting

196 West 25th Street, C-3
Bayonne, NJ 07002
201-963-1586 fax 201-442-5566

ESTIMATE

Customer

Name	Peter Folgado - Purchasing Agent	Date	1/6/2014
Address	1 Journal Square	Order No.	
City	Jersey City State NJ 07306	Rep	
Phone	201-547-4433	FOB	

Qty	Description	Unit Price	TOTAL
	Levels: II - Prep and Paint entire Main Lobby/Common Area Ceilings and walls - cork, prime and apply two finish coats: Level II - going down to Level I and stop - Paint railings and hand railings Levels: I - Prep and Paint entire Main Lobby/Common Area including two sides hallways from level I to level II Ceilings and walls - cork, prime and apply two finish coats: **ALL LABOR INCLUDED ONLY**		$34,000.00
		SubTotal	$34,000.00
		TOTAL	$34,000.00

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card

Signature required:

Thank you for your business!

ESTIMATION

Lesvos Painting Company

INVOICE # 4107
DATE: JANUARY 7, 2014

120 East McClellan Ave, Livingston, NJ 07039
Phone 201-709-7094

TO Purchasing Agent/Peter Folgado
1 Journal Square
Jersey City, NJ 07306
201-547-4433

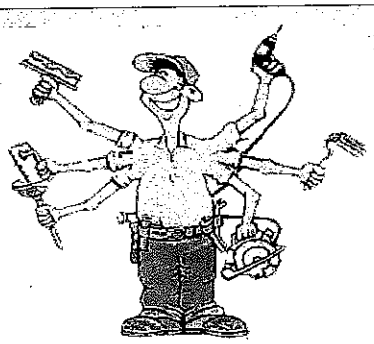
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Prepare and cover where needed: 1st and 2nd floor		47000.00
	Paint entire first second floor to include ceilings and walls		
	Paint two hallways on 1st floor		
	Paint hand railings/railings on second floor		
	Paint to be supplied by City Hall Labor Included		
		SUBTOTAL	47000.00
		TOTAL	47000.00

Deposit required: $15,000.00

Middle: $16.000.00

Completion: $16,000.00

ESTIMATE



AVANTI Construction

INVOICE # 2006
DATE: JANUARY 8, 2014

17 Warren Drive
Old Bridge, NJ 08857
Phone 201-320-0631

TO Peter Folgado/Purchasing Agent
1 Journal Square
Jersey City, NJ 07306
201-547-4433

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Hallway 1st & 2nd level: City Hall - Jersey City, NJ		$51,000.00
	Paint all walls and ceiling all around level 1 & 2		
	Including - Paint hand railings and railing		
	Paint two side hallways - on 1st level		
	LABOR ONLY		
		TOTAL	$51,000.00

Deposit required: $26,000.00

Completion: $26,000.00

Signature Required:_____

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 Panos Koukoutas NJ Professional Printing (name of business entity) has not made any reportable contributions in the **one-year period preceding January, 2014 (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 Panos Koukoutas NJ Professional Printing (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: N.J. Professional Printing LLC

Signed _____ Title: Owner

Print Name Panos P. Koukoutas Date: 1/16/14

Subscribed and sworn before me
this 16 day of January 2014.
My Commission expires:

Vassiliki Koukoutas
(Affiant)

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

VASSILIKI KOUKOUTAS
Commission # 2279945
Notary Public, State of New Jersey
My Commission Expires
October 05, 2016

**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).

Election Fund for Steven Fulop (2013)	**Frank Gajewski for Council**
Team Fulop	**Friends of Khemraj "Chico" Ramchal**
Team Fulop Runoff	**Councilperson Richard Boggiano**
Lavarro for Council	**Michael Yun for Council**
Councilperson Joyce E. Watterman	**Councilperson Candice Osborne**
Councilperson Daniel Rivera	**Diane Coleman for Council**

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
N/A - SELF OWNED - TRAMOS P. KOUKOUTAS	196 West 25th St, C-3, Bayonne, NJ 07002

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: NJ Professional Bantry, LLC
Signed: [signature] Title: Owner
Print Name: TRAMOS P. KOUKOUTAS Date: 1/16/14

Subscribed and sworn before me this 16 day of January, 2014

My Commission expires:

Vassiliki Koukoutas
(Affiant)
Vassiliki Koukoutas
(Print name & title of affiant) (Corporate Seal)

VASSILIKI KOUKOUTAS
Commission # 2279945
Notary Public, State of New Jersey
My Commission Expires
October 05, 2016

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	N.J. Professional Printing, LLC.		
Address:	196 West 25th St, C-3		
City:	Bayonne	State: N.J.	Zip: 07002

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature | Thanos P. Kourkoutas Printed Name | OWNER Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

(REVISED 4/13)

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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

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 Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program 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): Tzanos P. Kourkoutas

Representative's Signature: [signature]

Name of Company: N.J. Professional Painting LLC.

Tel. No.: 201-963-1586 **Date:** 1-16-14

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

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

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

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

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

Representative's Name/Title Print: Kanos P. Koukoutas
Representative's Signature: [signature]
Name of Company: N.J. Professional Painting
Tel. No.: 201-963-1586 **Date:** 1-16-14

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : N.J. Professional Painting, LLC

Address : 196 West 25th st. C-3 Bayonne, NJ 07002

Telephone No. : 201-963-1586

Contact Name : Tzanos ("JOHN") KOUKOUTAS

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

✓ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Deputy Director

KOUKOUTAS,TZANOS
PROFESSIONAL PAINTING
448 PALISADES AVE
JERSEY CITY NJ 07307

Tax Registration No.: 156-861-518/000

Tax Effective Date: 02-06-02

Document Locator No.: B0000971456

Date Issued: 02-19-02

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	KOUKOUTAS,TZANOS
Trade Name:	PROFESSIONAL PAINTING
Address:	448 PALISADES AVE JERSEY CITY, NJ 07307-1519
Certificate Number:	0347856
Effective Date:	February 19, 2002
Date of Issuance:	January 16, 2014

For Office Use Only:

20140116145310976

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

City Clerk File No. Res. 14.059

Agenda No. 10.V

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC & GAS COMPANY FOR SUPPLYING AND INSTALLING DECORATIVE LIGHT POLES AT BOYD MCGUINESS PARK - EXPANSION/RENOVATION, PROJECT NO. 2009-023, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION

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

WHEREAS, the City of Jersey City (City) will be entering into a contract with a general contractor for the expansion/renovation of Boyd McGuiness Park, Project No. 2009-023; and

WHEREAS, a separate prime contract is required for the installation of site lighting throughout the park; and

WHEREAS, Public Service Electric & Gas Company (PSE&G) as a public utility, provides the lights and poles to the City pursuant to an existing contract; and

WHEREAS, services to be performed by PSE&G under this contract will include the following:

(1) Furnishing and installation of five (5) X Franklin Park style LED light fixtures (05-9999); and

(2) Five (5) X 12 foot Heritage style poles (04-3499)

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(f), which provides that a contract may be awarded by the City Council without publicly advertising for bids for the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities, in accordance with tariffs and schedules of charges made, charged or exacted, filed with said board; and

WHEREAS, the City has negotiated a contract with PSE&G for the above mentioned project at an estimated cost of SIXTEEN THOUSAND FOUR HUNDRED ELEVEN AND 83/100 DOLLARS ($16,411.83) with an Option to exercise a five (5%) per cent expenditure over total amount for unforeseen expenses; and

WHEREAS, these funds are available for this expenditure from Account Number:

04-215-55-851-991 P. O. No. 112369 $16,411.83

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the said negotiations between the City of Jersey City and Public Service Electric & Gas Company be accepted, and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

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

City Clerk File No. Res. 14.059

Agenda No. 10.V JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC & GAS COMPANY FOR SUPPLYING AND INSTALLING DECORATIVE LIGHT POLES AT BOYD MCGUINESS PARK - EXPANSION/RENOVATION, PROJECT NO. 2009-023, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION

RESOLVED, that this contract award 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. and be it further

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

I, Donna Mauer (DONNA MAUER), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No.04-215-55-851-991 for payment of the above Resolution. PO # 112369

January 6, 2014
RR/ab

APPROVED: 1-15-14
Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM
for Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to any ordinance or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. 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 LEGISLATION:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC & GAS COMPANY FOR FIXTURES AND INSTALLATION AT BOYD MCGUINESS PARK - EXPANSION/RENOVATION, PROJECT NO. 2009-023, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION.

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

Brian F. Weller, L.L.A., A.S.L.A., Director, 547-5900.

3. DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.

In conjunction with the park renovation, installation of five (5) Classic I twelve foot X Franklin Park style LED light fixtures (05-9999) and five (5) X12 foot Heritage style poles (04-3499) which will provide illumination within this park.

4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

This upgraded lighting system will provide uniform lighting throughout the park to enhance night time security and reduce the incidents of vandalism.

5. COST OF PROPOSED PROGRAM OR PURCHASE:
(IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE.
HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):

SIXTEEN THOUSAND FOUR HUNDRED ELEVEN AND 83/100 DOLLARS ($16,411.83) from Account No. 04-215-55-851-991 with an Option to exercise a five (5%) per cent expenditure over total amount for unforeseen expenses.

6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

Acquisition of material to commence ten (10) days after execution of public contract.

7. ANTICIPATED COMPLETION OF PURCHASE DATE:

Ten (10) to twelve (12) months needed for stock.

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

SIGNATURE OF DIVISION DIRECTOR	1.7.14 DATE
SIGNATURE OF DEPARTMENT DIRECTOR	1-15-14 DATE
SIGNATURE OF PURCHASING AGENT	DATE

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a contract to Public Service Electric & Gas Company for supplying and installing decorative light poles at Boyd McGuiness Park – expansion / renovation, project No. 2009-023, for the Department of Public Works / Division of Architecture, Engineering and Traffic and Transportation.

Project Manager

Department/Division	DPW	Architecture, Eng and Traffic
Name/Title	Brian Weller	Director
Phone/email	201-547-5900	wellerb@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

In conjunction with the park renovation, installation of five (5) Classic I twelve foot X Franklin Park style LED light fixtures (05-9999) and five (5) X12 foot Heritage style poles (04-3499) which will provide illumination within this park.

This upgraded lighting system will provide uniform lighting throughout the park to enhance night time security and reduce the incidents of vandalism.

Cost (Identify all sources and amounts)

Parks Capital Account
04-215-55-851-991($16,411.83)

Contract term (include all proposed renewals)

This is a onetime project.

Type of award Fair / open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date 1-15-14

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE	:	January 8, 2014
TO	:	Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council
FROM	:	Brian F. Weller, L.L.A., Director
SUBJECT	:	Boyd McGuiness Park - Expansion/Renovation Project No. 2009-023 Re: Public Service Electric and Gas

Attached for your consideration is the Resolution authorizing the award of a contract to Public Service Electric and Gas (PSE&G) for the supply and installation of the following:

- Five (5) Classic I twelve foot X Franklin Park style LED light fixtures (05-9999)
- Five (5) X12 foot Heritage style poles (04-3499) which will provide illumination within this park.

If you need any additional information, please do not hesitate to call.

ab

c: Michael Razzoli, Director, Department of Public Works
Peter Folgado, Purchasing Agent, RPPO, QPA

Requisition #
0164616

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition

Assigned PO #
112369

Vendor
PUBLIC SERVICE ELECTRIC & GAS
325 COUNTY ROAD
SECAUCUS NJ 07094

PU450810

Dept. Bill To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

Dept. Ship To
ARCH, ENG, TRAFF & TRANS.
575 ROUTE 440
JERSEY CITY NJ 07305

Contact Info
BRIAN F. WELLER, DIRECTOR
2015475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	BOYD MCGUINESS PARK	04-215-55-851-991	16,411.83	16,411.83

BOYD MCGUINESS PARK - EXPANSION/RENOVATION

PROJECT NO. 2009-023

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY FOR SUPPLYING AND INSTALLING DECORATIVE LIGHT POLES AT BOYD MCGUINESS PARK - EXPANSION/RENOVATION PROJECT NO. 2009-023, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

Requisition Total **16,411.83**

Req. Date: 01/07/2014
Requested By: AUDREY
Buyer Id:

Approved By: 01/10/14.

This Is Not A Purchase Order

RptSvcAgt

PSE&G We make things work for you.

Public Service Electric and Gas Company - Request for Lighting Service

Project Name: Jersey City - Boyd-McGuiness Park **Project Status** Agreement **Presented Date:** 12/6/2013

Customer Name: City of Jersey City **BP#** 1001014996 **Contract Account #** 7126555202

Service Address: Boyd-McGuiness Park, Jersey City NJ **Effective Date:** 12/6/2013 **Service Date:** 12/6/2013

Contact Name: Brian Weller **Contract Term:** 5 Years **Distribution:** UG

Office Tel: (201) 547-5900 **Cell Phone:** **EMail:** WellerB@jcnj.org **Fax:**

☐ **OfficeRecord** **Purchase Order #**

Premise #	STANDARD Installation #	SPECIAL Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
5002876337	4004338472	9999999999	6256049	500499633	999999999	500438567

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or	Free Pole	Pole Pre-paid	Secon Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remov Rate	Upfrnt Rate	Access Produc t Qty	Access Produc t Code	Access Upfrnt Rate	Found Credit Qty	Found Credit Amt	ID
Luminai	5	EX059999BL	BPL	New	☐	☐	☐	Install	New	New (SUMS)	27.01	0.00	0.00			0.00		0.00	335
Pole	5	EX043499LP	BPL_NC	New	☐	☐	☐	Install	New	New (SUMS)	0.46		2,079.48			0.00	5	399.53	336

Rates and Costs Summary

Grand Total One-time Upfront Cost

$16,411.83

Installs: Monthly Service Charge Totals	
Luminaire Mth Svc Charge Total	$135.05
Pole Mthly Service Charge Total	$2.30
Bracket Mthly Serv Chrge Total	$0.00
Mthly Service Charge Totals	$137.35

Removes: Monthly Service Charge Totals	
Luminaire Mth Service Charge Total	$0.00
Pole Mthly Service Charge Total	$0.00
Bracket Mthly Service Charge Total	$0.00
Mthly Service Charge Totals	$0.00

One-Time Cost Totals	
Cost for Construction (CIAC)	$8,012.08
Foundation Credit Total	$1,997.65
Pole Upfront Cost Total	$10,397.40
Bracket Upfront Cost Total	$0.00
Accessory Upfront Cost Total	$0.00
Lumin Upfront Cost Total	$0.00

Comments PSEG to install 5 X Franklin Park style LED light fixtures (05-9999) and 5 X 12 foot Heritage style poles (04-3499)

Date: 12/4/2013 Phone No: (973) 289-0258 Print Signatory Name/Title: Brian Weller

PSEG Representative Patrick Buck *Customer Signature:

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receivng Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 -SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a – TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191	BPL-POF: Original sheet No. 199-200	PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. Exclusivity of Warranties and Remedies. The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

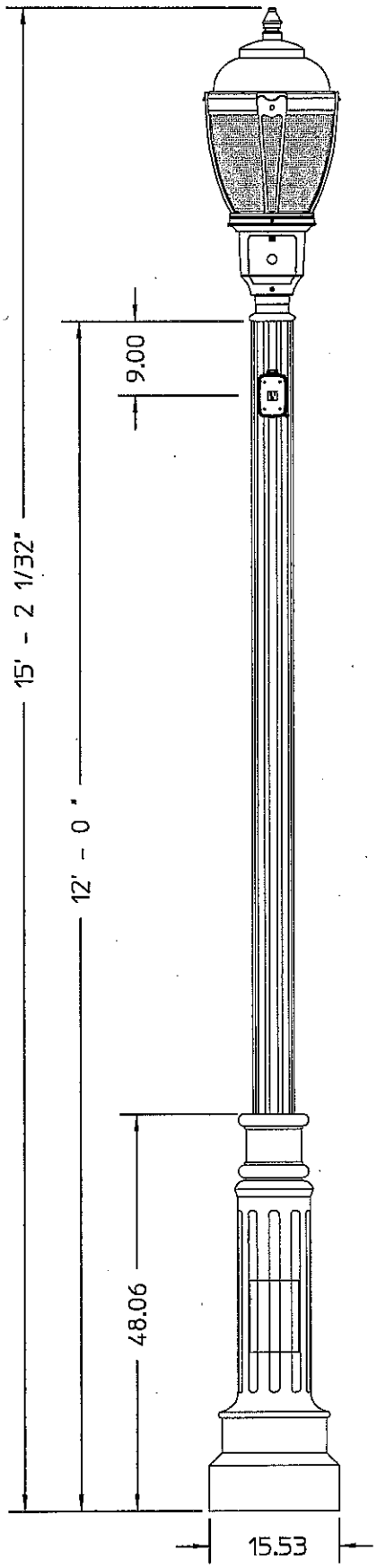
SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal" , constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

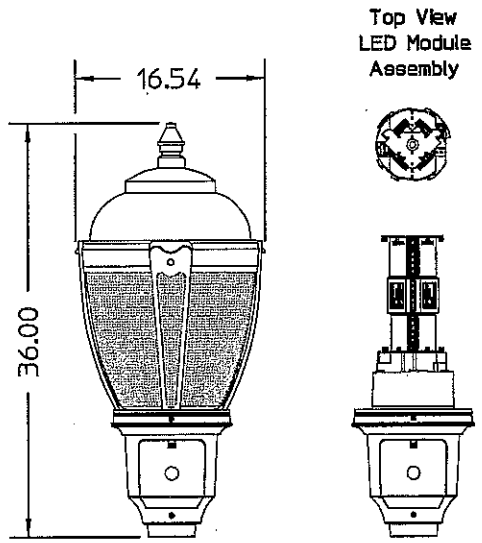
SECTION 12 – CANCELATION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

RecordI	Street:	Location:	Pole#:	Products:
335	Corner of Dunkcan Ave and JFK	Boyd-McGuiness Park	00000	Luminaire
335	Corner of Dunkcan Ave and JFK	Boyd-McGuiness Park	00000	Luminaire
335	Corner of Dunkcan Ave and JFK	Boyd-McGuiness Park	00000	Luminaire
335	Corner of Dunkcan Ave and JFK	Boyd-McGuiness Park	00000	Luminaire
335	Corner of Dunkcan Ave and JFK	Boyd-McGuiness Park	00000	Luminaire
336	Corner of Dunkcan Ave and JFK	Boyd-McGuiness Park	00000	Pole
336	Corner of Dunkcan Ave and JFK	Boyd-McGuiness Park	00000	Pole
336	Corner of Dunkcan Ave and JFK	Boyd-McGuiness Park	00000	Pole
336	Corner of Dunkcan Ave and JFK	Boyd-McGuiness Park	00000	Pole
336	Corner of Dunkcan Ave and JFK	Boyd-McGuiness Park	00000	Pole



Luminaire Detail
Scale 1:16



C/C	PART #	DESCRIPTION
05-9999	C4729A-A	Franklin Park, 80 LED, T5, Black
04-3499	SP6314-12-A	Heritage Pole, 12', Black

PRODUCT APPROVALS	
HADCO	JAZ
CUST.	

CONFIDENTIAL:
This drawing is confidential and proprietary to Philips Hadco and may not be reproduced without the express written consent of Philips Hadco. Any use hereof or of any of the information or detail herein shall be for the sole benefit of Philips Hadco.

NOTICE:
THIS DRAWING IS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING

Full Specification Drawing

(Complete Assembly)

PSEG
PUBLIC SERVICE ELECTRIC AND GAS COMPANY
NEWARK, NJ.

PHILIPS
HADCO

100 Craftway Drive
Littlestown, Pa 17340
Phone 800-331-4185
Fax 717-359-9289
www.hadco.com

JOB NAME:
Boyd McGuiness Park – Jersey City

REP. TERRITORY:	DRAWN BY:
52	SMK

SCALE:	DATE:
1:20	05/03/12

DRAWING NUMBER:
C9826-DWG01

REP:
Dave Murphy & Assoc.

REV: A	PCN: 12-048
BY: .	DATE: .

PSEG We make things work for you.

Estimated Cost Summary

Outdoor Lighting

Project Name: Jersey City - Boyd-McGuiness Park

Contract Account # 7126555202

Customer Name City of Jersey City

For Service at Address: Boyd-McGuiness Park, Jersey City NJ

CostType	Product	Qty	Amount
Install	Pole	5	$2.30
	Luminaire	5	$135.05
Monthly Install Totals		**10**	**$137.35**
Upfront	Cost of Construction	1	$8,012.08
	Pole	5	$10,397.40
	Foundation Credit	5	($1,997.65)
Upfront Totals		**11**	**$16,411.83**

This Is Not an Invoice

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

City Clerk File No. Res. 14.060

Agenda No. 10.N

Approved: JAN 29 2014

TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH CIVIL SOLUTIONS TO PERFORM DIGITAL TAX MAP MAINTENANCE**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, on May 8, 2009, the State of New Jersey Department of Treasury, Division of Taxation formally accepted and certified the official tax maps of the City of Jersey City (City); and

WHEREAS, the newly certified tax maps will be maintained in digital format as opposed to paper or mylar copies; and

WHEREAS, due to the complexity and size of the tax map project, the certified maps reflect data up to October 2006; and

WHEREAS, the digital tax maps need to be updated and maintained in order to preserve their usefulness and to protect the City's investment in their creation; and

WHEREAS, N.J.S.A. 40A:11-5(1)(d) authorizes the City to award a contract without public advertising for bids if the contract is for the furnishing of tax maps; and

WHEREAS, the City informally solicited quotations and received quotations from Civil Solutions and T&M Associates; and

WHEREAS, Civil Solutions submitted a proposal in the amount of **$119,350.00** to update the City's digital tax maps; and

WHEREAS, Civil Solutions has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

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

WHEREAS, the Business Administrator has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq., Civil Solutions has completed and submitted a Business Entity Disclosure Certification which certifies that Civil Solutions 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 Civil Solutions from making any reportable contributions through the term of the contract; and

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

WHEREAS, Civil Solutions 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 $5,000.00 are avail in the 2014 fiscal year temporary budge in Account No. 2014-01-201-20-150-312;

City Clerk File No. Res. 14.060

Agenda No. 10.11 JAN 29 2014

TITLE:

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

1. The Mayor or Business Administrator is authorized to execute an agreement, in substantially the form of the attached, with Civil Solutions for providing maintenance in a digital format of the City's tax maps for a total contract amount not to exceed **$119,350.00**;

2. The contract term shall be for 12 months commencing on January 1, 2014 through December 31, 2014.

3. This agreement is awarded without public bidding pursuant to N.J.S.A. 40A:11-5(1)(d);

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 fiscal year permanent budget;

5. The award of this contract shall be subject to the condition that Civil Solutions 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. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution; and

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that funds in the amount of $5000.00 are available in Account No. 2014-01-201-20-150-312

PO number: 112206

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Civil Solutions
a division of **arh**

OWNERSHIP DISCLOSURE

Civil Solutions
a division of
Adams, Rehmann & Heggan Assoc., Inc.

Name	Home Address	Office	% Ownership	Date of Birth
Chris R. Rehmann	150 Golden Eagle Drive Hammonton, NJ 08037	Chairman of the Board	20%	06/22/1940
Richard S. Rehmann	875 Central Avenue Hammonton, NJ 08037	President	55%	12/31/1969
Richard A. Heggan	9 Moss View Lane Hammonton, NJ 08037	Vice President	15%	09/06/1946
Robert R. Heggan	10 Spruce Drive Medford, NJ 08055	Vice President	10%	05/02/1941

n:\admin\financial certs & disclosures\ownership disclosure-civil 2012.docx

850 south white horse pike, po box 579, hammonton, nj 08037-2019 tel 609.561.0482 fax 609.567.8909
one gateway center, suite 2600, newark, nj 07102 tel 973.353.8402 fax 973.622.8180
www.arh-us.com

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Civil Solutions, a division of Adams Rehmann & Heegan		
Address:	850 S. White Horse Pike - PO Box 579		
City:	HAMMONTON	State: NJ	Zip: 08037

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Loretta G. Rehmann	Secretary

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
	None		

☐ Check here if the information is continued on subsequent page(s)

Civil Solutions
a division of arh

Simplifying GIS
through Innovation

Geospatial System Design
Systems Integration
Application Development
Digital Mapping
Database Administration
.NET & Java Coding
ArcGIS Server Support
Software & Training
Technical Support

850 S. White Horse Pike
P.O. Box 579
Hammonton, NJ
08037-2019
Tel (800) 924-0482
Fax (609) 704-8011

www.civilsolutions.biz

Serving New Jersey's
GIS Community from:

Hammonton, NJ
Newark, NJ

December 16, 2013

Mr. Eduardo Toloza
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Re: City of Jersey City
Tax Map Maintenance Proposal
ARH #2013.0792

Eduardo:

Thank you for the opportunity to submit this price quotation for your review. We developed the scope, schedule and pricing from our previous maintenance work with your Tax Map, our discussions with the City, and our experience with other similar municipalities.

Maintaining a municipal Tax Map falls under the statutory requirements of N.J.A.C. 18:23A-1.1(a)10. The State requires the seal, signature, and license number of the New Jersey Licensed Land Surveyor revising the tax map to be affixed under the following certification:

> *"I hereby certify that this map has been revised under my immediate supervision, and complies with the laws of the State of New Jersey"*

Civil Solutions currently has on staff eight (8) licensed Land Surveyors, three of whom are among the owners of the firm. In this respect we are eminently prepared and qualified to perform the tasks required. We will designate a Surveyor of Record for the City's Tax Map to comply with the State's regulations.

After a diligent and thorough evaluation of this project and its intended objectives, and after giving careful consideration to the potential obstacles and challenges that lie before us, we believe the proposal that we are submitting is both practical and cost effective. I hope you agree.

Sincerely,

Donald A. Smith III

Donald A Smith III
Production Manager

Enclosures

cc: Richard Rehmann, VP
Charles Atkinson, PLS

DAS/ds
w:\proposals\arh\2013\0792\p_2014 tax map & gis maintenance ver1.docx

Proposal for Tax Map Maintenance
City of Jersey City

#2012.0626

Background

Civil Solutions, a division of ARH, provided consulting and quality control services during the development of a State certified Tax Map for the City of Jersey City. That map was certified by the State in 2009 and showed conditions as of October 2006. The project included changes to the block and lot numbering and the establishment of cadastral, planimetric and topographic GIS layers. Since the Tax Map's date of last revision, there have been numerous updates to the tax assessment records that have not yet been incorporated in the approved Tax Map. This proposal presents our strategy to bring the Tax Map current with the City's tax assessment data (MOD IV), remedy latent issues now discovered with the map, and restart the City's Enterprise GIS. There are a number of issues involved with that process, and we will diligently execute our plan, adjusting where needed to account for new issues, concerns and revelations.

The work proposed is a professional service governed by N.J.A.C. 18:23A-1.1(a)10. We will comply with these regulations and meet the standards of practice for Tax Mapping. *All work will be supervised by a NJ Professional Land Surveyor.*

The City's GIS parcels are a digital representation of the City's Tax Map. Thus, the changes to the GIS are directly reliant on the Tax Map. It is essential that changes to the Tax Map are documented and passed through to the GIS on a regular and reliable basis. The users of the GIS, both internal and external to the City, consume the data with the expectation that it is correct, current, and complete. Civil Solutions will ensure that this process occurs.

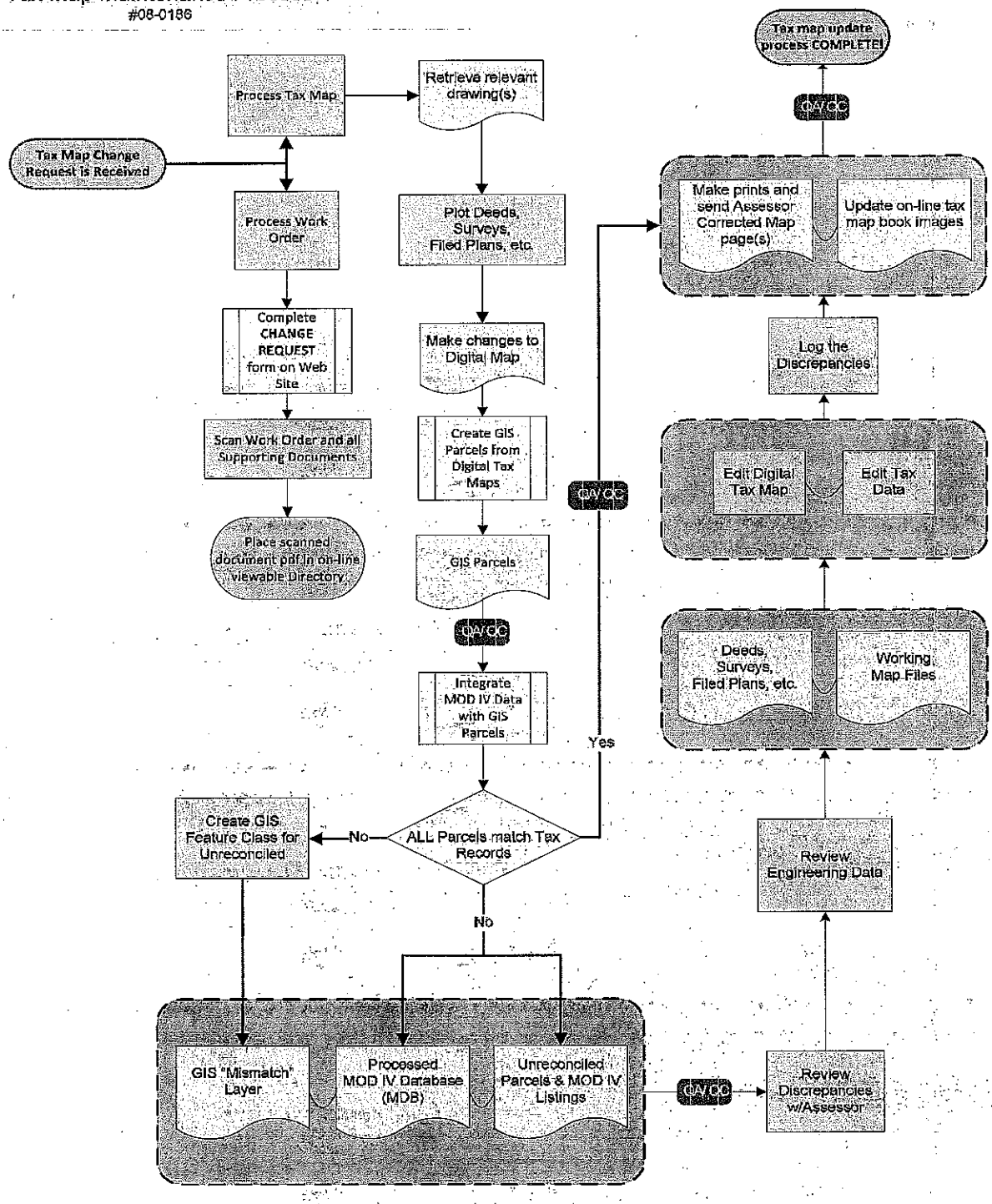
Technical Scope

The City's Tax Map is managed by the Tax Assessor with the assistance of the City Engineer. Relevant records are held by each, and we recognize that there is a level of coordination required for the successful implementation of our proposed project.

Our immediate goal is to get the digital tax map synchronized with the tax assessment data. We need to establish a baseline from which changes can be evaluated and made. I want to stress that we are not discounting the information managed by Engineering or provided by the tax map development firm. In past projects, we have gained significant clarity by establishing the tax assessment baseline first.

The next page illustrates a flow chart process for our work which is described in more detail in the following pages.

City of Jersey City
Tax Map Maintenance Process
#08-0186



The flow chart illustrates the methodology Civil Solutions has developed, refined, adopted, and applies to all of our tax map maintenance projects (currently 39). Our systematic process has an explicit start point and proceeds step by step to the finished task. Here is a brief explanation of the steps we perform.

1) **Establish a Firm Starting Point**
   a) Create GIS parcels from the digital tax maps
   b) Integrate the current tax data with the GIS parcels
2) **Tax Data Reconciliation**
   a) Produce a tax map to tax data unreconciled listing
      i) Review listing with the Tax Assessor
   b) Make changes as necessary to the digital tax map
   c) Make changes as necessary to the tax assessment data (*requires Tax Assessor effort to complete*)
   d) Document changes
3) **Review Engineering Data**
   a) Document and gather relevant source information from Engineering
   b) Document Changes Based on Engineering data
4) **Establish a Tax Map Maintenance Protocol**
   a) Based on current processes, augmented for digital mapping and GIS
   b) Implement Tax Map Change Request Form
   c) Utilize work order-type system for documentation
   d) Cyclic Verification
      i) Create GIS parcels from the revised digital tax maps
      ii) Integrate the new, current tax data with the GIS parcels
      iii) Verify matching is maintained

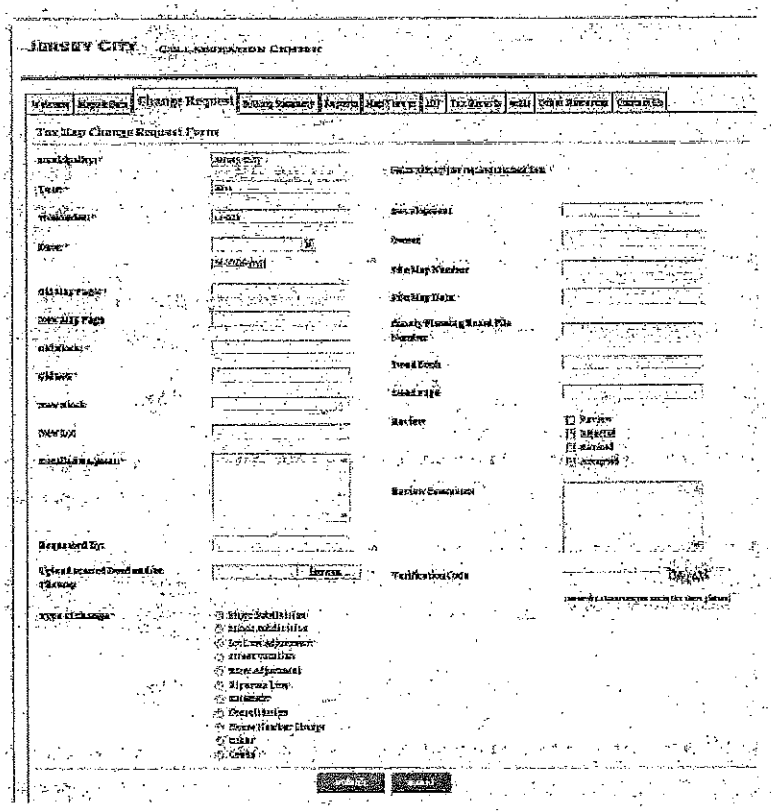
The outline above is general, covering the critical path items. The following bullets provide additional explanation for our production method

- **Source Documents.** Civil Solutions recommends a controlled and written procedure for source document collection related to any data maintenance effort. The sources may include deeds, filed plans, surveys, tax map mark-ups, MOD IV records, and general notes. Each source will be associated with a particular action.

- **Map Modifications.** Each map modification requested by the City and documented with the appropriate supporting materials will be made through our internal production work order system. Each action will be tracked in a digital form and thus can be searched and viewed if needed. With the volume of mapping that we perform, our work order system certainly helps maintain order, schedules, and quality.

  Our digital, web-based work order management system facilitates the entire tax map change process. Establishing each work order starts the tracking process. The documentation of each change, as well as the corresponding sources, ensures a complete set of resources for each modification. The work order listing gives everyone a complete view of the change status and history in real time. Finally, the correlation of each change request to the sources and final map products documents each action and is searchable for future investigations. Civil Solutions offers to make our work order management system available to the City to enhance the communication and management of the entire process.

  We have developed a "Tax Map Change Request Form" which has proven to be effective both to document the actions to be performed and explain why an action was performed. A sample of our *Internet accessible* "Change Request" is shown below.



Once the form is filled out and sent to us with supporting documentation we begin our process. The form can be delivered either digitally over the Internet, or it can be sent hardcopy via fax, mail, or Civil Solutions courier. It is not always possible to provide source documentation such as subdivision maps electronically or by fax in which case physical means must be employed.

We anticipate receiving the initial backlog of source documents from the City's Tax Assessor in bulk format. We will enter each "Work Order" into the system as we process the work, saving the City time and getting our production crew working as quickly as possible. We will provide a transfer mechanism (most likely courier) for these initial documents at a frequency acceptable to the City. We assume that all source documents are available to us at no cost.

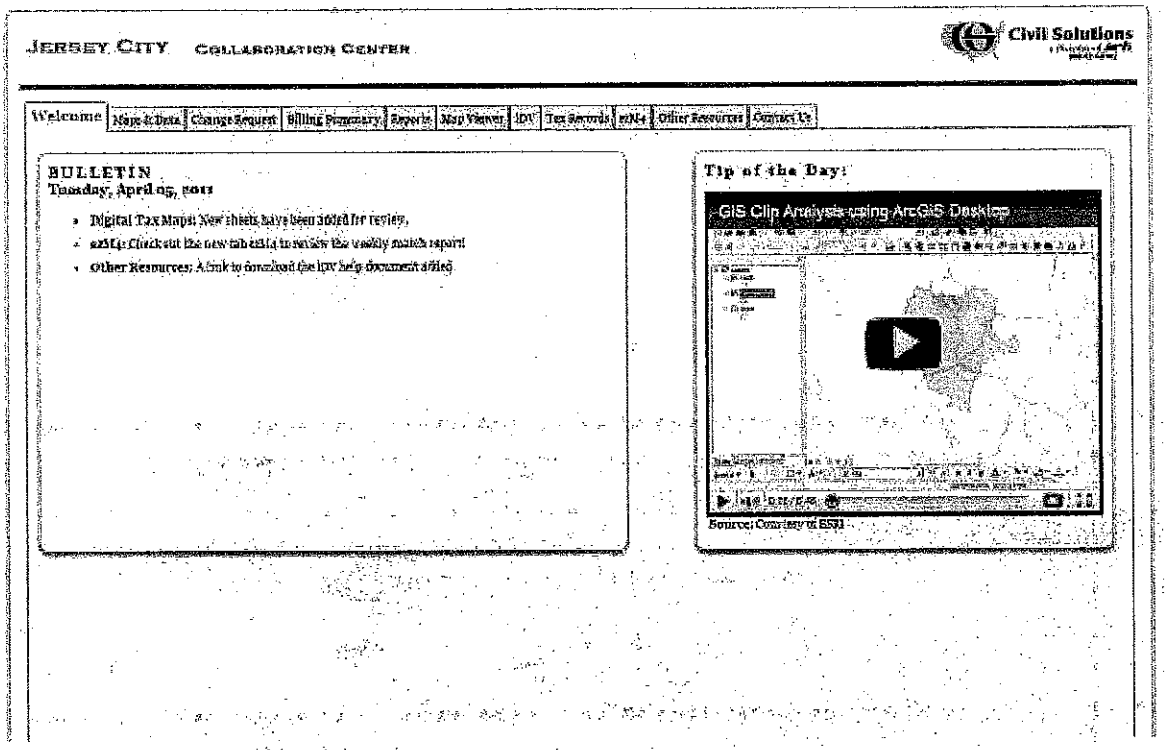
Subsequent individual requests for map changes would be received as they are issued using our standard form. It is our understanding that only map change transactions will be supplied to Civil Solutions.

Map modifications made through our standard methodology will be processed to directly update the City's GIS parcel layer and other related cadastral data. The new data will then be correlated with the City's current MOD IV tax assessment data, producing a reconciliation listing for subsequent QC review.

- **Quality Control.** Quality Control (QC) is carried out through both peer and manager level reviews forming a redundant cycle to ensure the highest level of quality. Additional QC will be performed during the GIS parcel updates and subsequent tax data integration steps. We envision a significant level of interaction with the City personnel throughout the project which will enhance the overall project QC.

- **Map & Data Transfer.** Each map will be stored in digital format and made available to the City through our FTP server, as well as supplied on CD-ROM at the end of the project. Each map will be stored in both PDF image and AutoCAD DWG format. Civil Solutions will make the files available to the City at their request. In addition, we will allow the City direct and real time access to the PDF files of each tax map through our Internet-based work order management system.

  Once a tax map maintenance agreement is reached, Civil Solutions will establish a Tax Map Maintenance access page for the City. The page will be accessible to any authorized Jersey City employee on a 24 hour a day, seven day a week basis, with the exception of normal maintenance. The entry portal page for the site will look similar to the one shown on the following page.



Some of the major features are listed in the center of the page as shown above. Each underscored item on the entry page is hyperlinked to take one to a specific application page.

Clicking on the Change Request hyperlink will bring up the change request form shown on page 5.

Clicking on the Billing Summary hyperlink will bring up a page showing a historical listing of individual Work Order requests. Each work order line in the listing is hyperlinked to an image of the specific work order, as well as to an image of the Tax Map that it references.

JERSEY CITY COLLABORATION CENTER

Civil Solutions
a division of arti

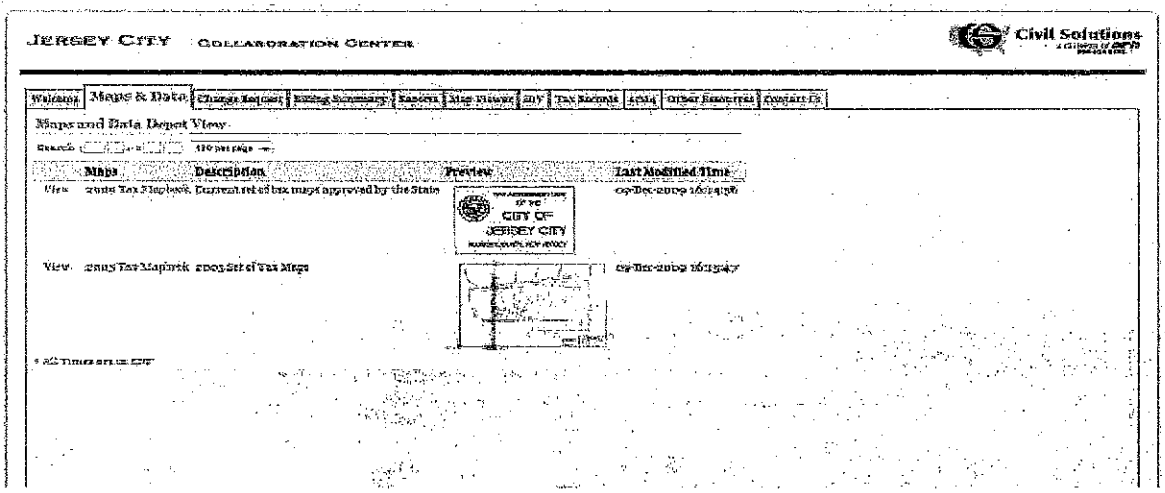
Welcome | Maps & Data | Change Request | **Billing Summary** | Reports | Map Viewer | IDV | Tax Records | e2M4 | Other Resources | Contact Us

Billing Summary

Search: [ ] F-100 [ ] 100 per page Record Count

	Status	Date	Old Map Page	Old Block	Old Lot	New Map Page	New Block	New Lot	Requested By	Type of Change	View Workorder	View Taxmap
	2011											
View	Open	30-Mar-2011	6.04	897	10	005	501	2		Condo	W011-026	View Sheet 005
View	Open	30-Mar-2011	7.02	352	12	111	11102	10		Condo	W011-024	View Sheet 111
View	Open	30-Mar-2011	6.06	873	245	021	2103	6		Condo	W011-023	View Sheet 021
View	Open	30-Mar-2011	2.02	246	11	113	11303	33		Condo	W011-022	View Sheet 113
View	Open	30-Mar-2011	2.03	248	M	113	11305	25		Condo	W011-021	View Sheet 113
View	Open	30-Mar-2011	5.05	750	138.A	039	3904	15		Condo	W011-020	View Sheet 039
View	Open	30-Mar-2011	1.03	101	56	143	14306	17		Condo	W011-019	View Sheet 143
View	Open	30-Mar-2011	3.02	409	3	126	12603	3		Condo	W011-018	View Sheet 126
View	Open	30-Mar-2011	4.09	529	20.AA	082	8202	19		Condo	W011-017	View Sheet 082
View	Open	30-Mar-2011	2.01	239	43	129	12901	20		Condo	W011-016	View Sheet 129
View	Open	30-Mar-2011	10.02	1821	76	164	16402	57		Condo	W011-015	View Sheet 164
View	Open	30-Mar-2011	1.09	70	68	143	14302	4		Condo	W011-014	View Sheet 143
View	Open	30-Mar-	10.05	1861	44	094	9404	12		Condo	W011-013	View Sheet 094

Clicking on the Maps & Data hyperlink will bring up a page showing a selection of maps and forms that can also be accessed by selecting the indicated hyperlink.



Additional hyperlinks shown perform similar actions with some of them actually linking to remote web pages. The page for Jersey City can be customized to perform many of the routing internet queries done on a day to day basis.

Project Schedule

Civil Solutions has extended a large effort into the strategy and scheduling of the proposed project. We have developed a scope that meets the immediate goals of the City while addressing longer-term GIS issues – *leading to very practical and cost effective approach.* Based on our intimate knowledge of Tax Mapping projects, GIS projects, and projects that combine *both* tax mapping and GIS production, we have anticipated the levels of effort required for the proposed project, assigned the proper personnel, and provided relevant costing.

Civil Solutions will dedicate the resources required to perform the City's Tax Map maintenance through the **end of December 2014 (FY2014)**. We will complete the edits on a monthly cycle, providing immediate access to the modified digital files through our FTP site.

Cost Estimate

Civil Solutions continually invests in its human resources and technological capabilities to develop production protocols that improve efficiencies, reduce overall project schedules, maintain product quality, and minimize project costs. We strive to provide a solid foundation for our clients' tax mapping and GIS implementations. As our clients build their cadastral framework, we hope to develop our relationships with them as a consultant and resource, not simply a data provider.

The City's project involves three hundred five (305) tax map sheets and two hundred thirty three (233) detail sheets and six (6) key maps. The current digital tax map reflects conditions as of December 2012. We assume that the number of annual changes for 2012 will not exceed sixty (60) per month.

Civil Solutions developed its pricing on a task-by-task basis, referencing these parameters and our experience with similar projects. The following table provides the project costing breakdown:

Item	PLS	SR TECH	Subtotal
Tax Map Reconciliation			
Tax Map & MOD IV reconciliation	14	208	$15,060.00
Complete Tax Map Edits (Coordination with City)	68	1,038	$74,950.00
GIS Production Tasks			
Update Existing Cadastral Layers	19	278	$20,160.00
Project Totals:	**101**	**1,524**	**$ 110,170**

Civil Solutions will perform the work as described on an hourly basis not to exceed **$110,170.00**. We will invoice the City on a monthly basis for the work completed over the work period. Our pricing was developed assuming payment of our monthly invoices within 30 days of submittal and City approval.

Additionally we understand the amount of change that is ongoing in the City. In the event that we need to exceed the contract limit, we are including a monthly overage cost reflecting 60 work order changes per month. This cost would be **$9,180.00.**

AGREEMENT

AGREEMENT made this_____day of_____, 2014 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City") and Adams, Rehman, and Heggan Associates, Inc. t/a Civil Solutions, 850 South White Horse Pike, P.O. Box 579, Hammonton, New Jersey 08037-2019 (hereinafter referred to as "Consultant").

WHEREAS, on May 8, 2009, the State of New Jersey Department of Treasury, Division of Taxation formally accepted and certified the City's official tax maps; and

WHEREAS, the certified tax maps will be maintained in digital format as opposed to paper or mylar copies; and

WHEREAS, due to the complexity and size of the tax map project, the certified maps reflect data up to October 2006; and

WHEREAS, the digital tax maps need to be updated and maintained in order to preserve their usefulness and to protect the City's investment in their creation; and

WHEREAS, Consultant submitted a proposal in the amount of $119,350.00 to update the City's digital tax maps; and

WHEREAS, this Agreement was authorized by Resolution _____approved on January 15, 2014.

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

ARTICLE I
Purpose of Agreement

The purpose of this Agreement is for Consultant to update and maintain the City's official tax maps.

ARTICLE II
Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Proposal prepared by Consultant dated April 8, 2011which is attached hereto and incorporated herein by reference (Exhibit A), and in accordance with this Agreement. In the event that there is a conflict or discrepancy between the provisions of this Agreement, and the provisions of Exhibit A, the provisions of this Agreement shall govern over the provisions of Exhibit A.

2. Such described services shall be performed during a period of twelve (12) months, commencing on January 1, 2014.

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

ARTICLE III
Contractual Relationship

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

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

ARTICLE IV
Compensation and Payment

1. In exchange for performing the services described in Article II herein, the Consultant shall receive a total contract amount not to exceed $119,350.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Tax Assessor. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior

to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V
Insurance

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

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

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

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

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

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

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

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

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

ARTICLE VI
Termination for Cause

Either party may terminate this Agreement on sixty (60) days' written notice on account of any conduct on the part of the other which constitutes a material breach of this Agreement. Upon the occurrence of reasons supporting good cause, the party claiming a breach shall notify the other party in writing of the reasons and allow thirty (30) days for the other party to cure the breach. If the party claiming breach reasonably determines that the breach has been cured within thirty (30) days, the Agreement shall continue in full force; otherwise, it shall be terminated upon the notice provided.

ARTICLE VII
Indemnity

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

ARTICLE VIII
Entire Agreement

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

ARTICLE IX
Assignment

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

ARTICLE X
Choice of Law

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

ARTICLE XI
Modification

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

ARTICLE XII
Counter-parts

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

ARTICLE XIII
Paragraph Headings

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

ARTICLE XIV
Severability

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

ARTICLE XV
Indulgences

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

ARTICLE XVII
Notice

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

_____	_____
_____	_____
_____	_____
_____	_____

ARTICLE XVIII
New Jersey Business Registration Requirements

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

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

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

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

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

This contract was awarded in accordance with the City of Jersey City=s Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1

ARTICLE XX
Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a

contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

ARTICLE XXI
Chapter 271 Political Contribution Disclosure

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

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

ATTEST:	CITY OF JERSEY CITY
_____	_____
ROBERT BYRNE City Clerk	ROBERT J. KAKOLESKI Acting Business Administrator
ATTEST:	ADAMS, REHMAN, AND HEGGAN ASSOCIATES, INC. T/A CIVIL SOLUTIONS
_____	_____

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).

Election Fund for Steven Fulop (2013)	**Councilperson Frank Gajewski**
Team Fulop	**Councilperson Khemraj "Chico" Ramchal**
Team Fulop Runoff	**Councilperson Richard Boggiano**
Lavarro for Council	**Councilperson Michael Yun**
Councilperson Joyce E. Watterman	**Councilperson Candice Osborne**
Councilperson Daniel Rivera	**Councilperson Diane Coleman**

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
See Attached	

Part 3 – Signature and Attestation:

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

Name of Business Entity: Civil Solutions, a division of Adams Rehmann + Heggan
Signed: [signature] Title: Secretary
Print Name: Loretta G. Rehmann Date: 1/7/14

Subscribed and sworn before me this 7th day of January, 2014
My Commission expires: 12/7/2015

[signature]
(Affiant)
Loretta G. Rehmann
(Print name & title of affiant) (Corporate Seal)

STACIA LYNNE REGN
Notary Public
State of New Jersey
My Commission Expires Dec 7, 2015

(REVISED 4/13)

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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

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 Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program 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): Loretta G. Rehmann, Secretary

Representative's Signature: LGRehmann

Name of Company: Aiul Solutions, a division of Adams Rehmann + Heggan Associates

Tel. No.: 609-584-0482 x100 **Date:** 1/7/14

Certification - 4250

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2011 to 15-APR-2014

ADAMS, REHMANN & HEGGAN ASSOC/CIVIL SOLUTIONS
850 S. WHITE HORSE PIKE, PO BX 579
HAMMONTON NJ 08037-2019

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 14.061

Agenda No. 10.X

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ABSOLUTE FIRE PROTECTION FOR THE LEASE PURCHASE OF ONE (1) EMERGENCY-ONE, METRO 100' AERIAL LADDER FIRE TRUCK THROUGH THE HOUSTON-GALVESTON INTERLOCAL COOPERATIVE CONTRACTS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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

WHEREAS, the Department of Public Safety, Division of Fire is in need of and desires to lease/purchase one (1) Emergency-One, Metro 100 Aerial Ladder; and

WHEREAS, Resolution 13.769 approved on November 13, 2013 authorized the City of Jersey City (City) to participate in the Houston Galveston Area Council Cooperative Purchasing System pursuant to N.J.S.A. 52:34-6.2; and

WHEREAS, the City of Jersey (City) and the Department of Public Safety, Division of Fire wishes to purchase said Pumper off of Bid Contract #FS1211 from Absolute Fire Protection, Inc. 2800 Hamilton Boulevard, South Plainfield, New Jersey 07080 in the amount of $625,000; and

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

WHEREAS, pursuant to the terms of the lease agreement the first lease payment is not due until 12 months after the award of this contract; and

WHEREAS, the sum of $100,281.25 (One hundred thousand two hundred eighty one dollars and twenty five cents) will be budgeted in the 2015 budget through the 2021 budget subject to the approval of the Municipal Council; and

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

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

RESOLVED, pursuant to N.J.A.C. 5:30-5.5(d), the award of this contract shall be subject to the availability and appropriation of sufficient funds in the Fiscal Year 2015 budget in account no. 01-201-25-265-316 and in subsequent fiscal year budgets; be it

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

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

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO ABSOLUTE FIRE PROTECTION FOR THE LEASE PURCHASE OF ONE (1) EMERGENCY-ONE, METRO 100' AERIAL LADDER FIRE TRUCK THROUGH THE HOUSTON-GALVESTON INTERLOCAL COOPERATIVE CONTRACTS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

RESOLVED, subject to review and approval by Corporation council, the Mayor or Business Administrator is authorized to execute a lease agreement in substantially the form of the attached.

APPROVED: Jerome A. Cala
Jerome A. Cala, Assistant Director
Department of Public Safety

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
_____ for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

President of Council
Rolando R. Lavarro, Jr.

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing an Award of Contract to Absolute Fire Protection for the Lease Purchase of one (1) Emergency-One, Metro 100' Aerial Ladder Fire Truck through the Houston-Galveston Interlocal Cooperative Contracts for the Department of Public Safety, Division of Fire.

Project Manager

Department/Division	Department of Public Safety	Division of Fire
Name/Title	Jerome Cala	Assistant Director of Public Safety
Phone/email	201-547-4239	JCala@njjcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this Resolution is the lease/purchase of one Emergency-One, Metro 100 foot aerial ladder through the HGAC purchasing cooperative. Currently, there is a dangerous shortage of aerial apparatus in the Division of Fire. In order to ensure the safety of the public, the Department of Public Safety needs to maintain and replace equipment in its aging fleet.

Cost (Identify all sources and amounts)

Annual in arrears from Operating

Contract term (include all proposed renewals)

7 year term

Type of award HGAC Cooperative

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Jerome A. Cala

Signature of Department Director

1/28/14

Date

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

City Clerk File No. Res. 13.769

Agenda No. 10.Z.14

Approved: NOV 13 2013

TITLE:

RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING SYSTEM

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

WHEREAS, N.J.S.A.-52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, the Houston Galveston Area Council (HGAC) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the HGAC has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the HGAC Cooperative Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City; and

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the HGAC-Buy Cooperative Purchasing System.

2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq, and all other provision of the revised statutes of the State of New Jersey.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Tax-Exempt leasing corp.

203 E. Park Avenue, Libertyville, Illinois 60048

847-247-0771 847-247-0772 www.taxexemptleasing.com

November 20, 2013

City of Jersey City, NJ

Re: Lease-Purchase Financing of an E-One Metro 100' Ladder on a Cyclone II Cab

Ladies and Gentlemen:

We are pleased to provide the City of Jersey City with the following lease-purchase financing proposal. Tax-exempt leasing is a financing tool that allows municipal entities to purchase needed equipment immediately and pay for it over time. It's also a terrific way to avoid inflation by protecting you from future price increases! Under a lease-purchase financing arrangement, each payment you make is applied to principal and interest and, at the end of the term, YOU own the equipment outright.

The illustration below shows annual payments for a 7-year term:

Equipment Cost:	$625,000.00
Finance Amount:	$625,000.00
Payment Frequency:	Annually in Arrears
Term:	7-years
Interest Rate:	2.99%
Rate Factor:	.16045
Annual Payment:	$100,281.25

Interest rates, factors and payments assume that the Customer is a tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly. Further, it is assumed that the transaction will be "bank-qualified" and that the customer will not issue more than $10 million in tax-exempt leases or bonds in the current calendar year.

First annual payment is due one year from the date of lease contract with subsequent payments due annually thereafter.

QUOTED RATES ARE VALID FOR 14 DAYS AND ARE SUBJECT TO CREDIT APPROVAL AND PROPER DOCUMENTATION.

Tax-Exempt Leasing Corp. is a privately-held equipment finance company providing innovative financing solutions to tax-exempt entities nationwide. We understand our customers' needs and provide them with competitive rates and superior customer service.

We appreciate this opportunity and look forward to hearing from you. Please let me know if I can answer any questions, if you need any additional proposals or options, or if you wish to proceed. I can be reached at 888-247-0771 or via cell phone at 708-347-6367.

Kind Regards,

Joanne Delegan

Joanne Delegan
Senior Account Executive

Tax-Exempt leasing corp.

Credit Application

203 E. Park Avenue, Libertyville, IL 60048 • Phone: 866-EXEMPT-1 • Fax: 866-2-FAX-APP

CUSTOMER INFORMATION

Legal Name of Customer: City of Jersey City Federal ID# 22-600-2013000

Physical Address: 280 Grove Street

City: Jersey City County: Hudson State: NJ Zip: 07302 Website: _____

Mailing Address (If different than above): _____

Contact Name: Janis Feuchack E-Mail: JFeuchack@NJJCPS.ORG

Phone #: 201-547-4898 Ext: _____ Fax #: 201-547-5298 Cell Phone # _____

TRANSACTION INFORMATION

Equipment Description: E-ONE METRO 100ft LADDER ON A CYCLONE II CAB

New or Used?: NEW Anticipated Delivery Date: 30 DAYS

Equipment Cost: $ 625,000 Down Payment: $ _____

From what fund is the down payment originating? OPERATING FUND

Trade-In: $ N/A Financed Amount: $ 625,000

From what fund will the lease payments originate? _____

Is the equipment replacing existing equipment? Yes No If "Yes", how old is the existing equipment? N/A

For what purpose is the equipment being purchased? FIRE FIGHTING

Where will the equipment be located? JERSEY CITY FIRE DEPARTMENT

LEASE INFORMATION

Requested Lease Term: 7 years

Payment Frequency: Monthly Quarterly Semi-Annual (Annual) (Arrears) or Advance

FINANCIAL INFORMATION

Has the Customer issued or does the Customer intend to issue more than $10,000,000 in tax-exempt leases or bonds in the current calendar year (January 1 – December 31)? ____ Yes ____ No

Please attach a copy of the following information for review:

1. Complete copies of audited financial statements for last three fiscal years
2. Copy of current interim financial statement (since last audit)

Has the requested lease transaction been included in the current budget? X Yes ____ No

Has the Customer ever had an incident of non-appropriation or failed to complete any lease, loan, or borrowing obligation?

____ Yes X No If "Yes", please provide details: _____

To whom this application is made, or any credit bureau or other investigative agency employed by such person, is hereby authorized to investigate any references or information herein listed or statements or other data obtained from me or from any other person pertaining to the credit and financial responsibility of the customer listed on this application.

Authorized Signature: _____ Title: _____ Date: _____

Please fax the completed application to 866-2-FAX APP
(866-232-9277)

Certification
5530

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-SEP-2012 to 15-SEP-2019

ABSOLUTE FIRE PROTECTION CO., INC.
2800 HAMILTON BLVD.
SO. PLAINFIELD NJ 07080

Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX [illegible]
TRENTON, NJ [illegible]

TAXPAYER NAME:
ABSOLUTE FIRE PROTECTION COMPANY, INC

TRADE NAME:

TAXPAYER IDENTIFICATION#
221-843-158/000

CONTRACTOR CERTIFICATION#
0064178

ADDRESS
2800 HAMILTON BLVD
SO PLAINFIELD NJ 07080

ISSUANCE DATE:
09/13/01

EFFECTIVE DATE:
04/01/68

Patricia A. Chiaschi
Director, Division of Revenue

FORM-BRC(08-01)

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

State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **ABSOLUTE FIRE PROTECTION COMPANY INC** as a **Category 3** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.
This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: www.njportal.com/DOR/SBERegistry/.

Andrew Pantelides
Assistant Director

Issued: March 12, 2013
Certification Number: 63225-20

Expiration: March 11, 2016

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,

(b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.

(c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5

(d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than $100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

(e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (c) within one calendar year immediately preceding the date of the contract or agreement.

(f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.

(g) The monetary thresholds of this Ordinance are: (i) a maximum of $300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or $500 per calendar year to any joint candidates committee for mayor or governing body, or $300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) $500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) $500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of $2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

(h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

(i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

(j) Prior to awarding any contract or agreement to procure Professional Services" or Extraordinary Unspecified Services" from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.

(k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.

(l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 *et seq.*

SECTION 7 - PENALTY

(m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.

(n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.

(o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307
Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302
Daniel Levin, 228 ½ Third Street, Jersey City, NJ 07302
Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302
Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 11 - INDEXING

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest $10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

SECTION 12 - EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

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

ORDINANCE NO. Ord. 08-128

4.A.

TITLE: An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (Contractor Pay- to- Play Reform Ordinance)

INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION N/A

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

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

JAMES F. WADDLETON, BRET SCHUNDLER, STEVE DAVISON, TOM WILEN, AARON MORRILL, RAYLIE VUNKEL, TOM GIBBONS, SHELLEY SKINNER, JAMES CARROLL, SEBASTIAN BERNHEIM, HEATHER TAYLOR, DANIEL LEVIN

SOTTOLANO / SPINELLO **RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING** SEP 0 3 2008 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

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

DAN FALCON, ANTHONY MORELLI, ANDREW HUBSCH, MAHALEY BOWLES, YVONNE BALCER

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

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

RECORD OF FINAL COUNCIL VOTE SEP 0 3 2008 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

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

Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on SEP 0 3 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 3 2008

Robert Byrne, City Clerk

APPROVED:

Mariano Vega, Jr., Council President

Date: SEP 0 3 2008

APPROVED:

Jeremiah T. Healy, Mayor

Date SEP 0 5 2008

Date to Mayor SEP 0 4 2008

*Amendment(s):

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 Absolute Fire Protection Co (name of business entity) has not made any reportable contributions in the **one-year period preceding 2014 (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 Absolute Fire Protection Co. (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: Absolute Fire Protection Company, Inc.

Signed _____ Title: President

Print Name Michael J. Pizio Date: January 16, 2014

Subscribed and sworn before me
this 16th day of January 2014. Alicia V. Thau
My Commission expires:

_____ (Affiant)

Michael J. Pizio, President
(Print name & title of affiant) (Corporate Seal)

ALICIA V. THAU
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 2, 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).

Election Fund for Steven Fulop (2013)	**Frank Gajewski for Council**
Team Fulop	**Friends of Khemraj "Chico" Ramchal**
Team Fulop Runoff	**Councilperson Richard Boggiano**
Lavarro for Council	**Michael Yun for Council**
Councilperson Joyce E. Watterman	**Councilperson Candice Osborne**
Councilperson Daniel Rivera	**Diane Coleman for Council**

Part II – Ownership Disclosure Certification

[x] 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 [x] Corporation [ ] Sole Proprietorship [ ] Subchapter S Corporation
[ ] Limited Partnership [ ] Limited Liability Corporation [ ] Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Michael J. Pizio	552 Whiting Avenue
	Manasquan, NJ 08736
Anthony Amoroso	77 Marcy Street
	Somerset, NJ 08873
Salvatore Giannotta	941 Stockoff Lane
	South Plainfield, NJ 07080
Frank Wrublevski	112 Smith Street
	South Plainfield, NJ 07080

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: Absolute Fire Protection Company, Inc.
Signed: [signature] Title: President
Print Name: Michael J. Pizio Date: January 16, 2014

Subscribed and sworn before me this 16th day of January, 2014

My Commission expires:

ALICIA V. THAU
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 2, 2014

[signature]
(Affiant)
Michael J. Pizio, President
(Print name & title of affiant) (Corporate Seal)

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/lfns/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, 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."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Absolute Fire Protection Company, Inc.		
Address:	2800 Hamilton Boulevard		
City:	South Plainfield	State: NJ	Zip: 07080

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Michael J. Pizio	President
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
NONE MADE			

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name: Absolute Fire Protection Company, Inc.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
NONE MADE			

☐ Check here if the information is continued on subsequent page(s)

EQUAL EMPLOYMENT OPPORTUNITY (EEO)/ AFFIRMATIVE ACTION (AA) REQUIREMENTS

FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods, Professional Service and General Service Contracts should be directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

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 Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program 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): Michael J. Pizio, President

Representative's Signature: _____

Name of Company: Absolute Fire Protection Company, Inc.

Tel. No.: 908-757-3600 **Date:** January 16, 2014

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program

Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018

February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Vetereans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

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

Sincerely,

Area Office Director

State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a $75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and $150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Sample Certificate of Employee Information Report

Certification _____ **VOID**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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 _____

VOID

State Treasurer

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-4 REPORT FOR SECTION D, ITEM 11. For instructions on completing the form, go to http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

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

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

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

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

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

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

10. PUBLIC AGENCY AWARDING CONTRACT CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	NAUC 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/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				MALE					FEMALE				
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
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 D OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

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

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

13. DATES OF PAYROLL PERIOD USED
From: To:

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO	DAY	YEAR

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

Sample Employee Information Report Form AA302

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 **AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

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

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

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

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

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

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

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

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

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

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

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

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

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

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206
Trenton, New Jersey 08625-0206 **Telephone No. (609) 292-5473**

Sample Duplicate Certificate of Employee Information Report Request

Form Duplicate Cert.
Rev. 11/11

Print Form

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
Division of Purchase & Property, Contract Compliance Audit Unit
EEO Monitoring Program

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED $75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET	CITY	COUNTY	STATE	ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

7. ADDRESS NO. & STREET	CITY	COUNTY	STATE	ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)
					- -

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:		DIVISION OF REVENUE (LN #)	

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF $75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY", TO:

NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

RENEWAL PACKAGE FOR CERTIFICATE OF EMPLOYEE INFORMATION REPORT

State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE
P.O. BOX 209
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

RENEWAL NOTICE

The Certificate of Employee Information Report (hereinafter referred to as the" State Certificate") issued by this Division is due to expire within the next 90 days. In order for your firm to continue to provide a current State Certificate for public contract awards, you must apply for renewal by properly completing the following renewal documents:

1. The Employee Information Report Form AA-302 for the facility indicated on the "State Certificate" and any additional New Jersey facilities, with a check in the amount of **$150.00** payable to **"the Treasurer, State of New Jersey"** (fee is **non-refundable**) and

2. The Vendor Activity Summary Report forms, one for each of the four (4) personnel activities noted (new hires, promotions, transfers and terminations etc.) for the previous "State Certificate" period, or

3. If you are operating under a federally approved affirmative action plan, a photocopy of the letter of Federal Approval issued by the US Department of Labor, Office of Federal Contract Compliance Programs, not greater than one year old, may be submitted to the awarding agency in lieu of the State Certificate. Please do not submit an EEO-1 Report as it will not be accepted.

All goods, service and professional service vendors are encouraged to complete and file these renewal documents electronically by accessing the Division's website at www.state.nj.us/treasury/contract_compliance. This website provides access to the Forms in electronic format or on-line internet submission registration via the internet. Or you may call the Division at (609) 292-5473 and a representative will be available to assist you. Please have your certificate number ready when calling. Your certificate number is noted at the end of your company name on your mailing label.

Upon receipt of the above-referenced documents, the Division will approve or reject your application within sixty (60) days of submission.. If your application is approved, the Division will issue a Certificate provided your firm meets the standards of good faith compliance with the Affirmative Action Regulations set forth in N.J.A.C. 17:27-1.1 et seq. Periodic reviews may be conducted and additional information may be requested, as required by the Division. In all instances, however, a copy of the Certificate must be presented to the public agency awarding the contract, prior to the award of the contract.

(AA-02 Rev. Mar-10)

NEW INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302) RENEWAL DISREGARD INSTRUCTIONS ON PRE-PRINTED FORM REV. 1/00

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED $150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

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

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

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

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

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

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

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

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

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

ITEM 10 – Not Applicable.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:
Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.
Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

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

ITEM 14 – Not Applicable.

ITEM 15 – Not Applicable.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT RENEWAL FORM (AA302) AND RETAIN THE PINK COPY FOR THE VENDOR'S OWN FILES. FORWARD THE REMAINING TWO (2) WHITE AND CANARY COPIES WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

Form Duplicate Cert.
Rev. 3/10

Print Form

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

DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED $75.00 FEE (Non-Refundable) MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME

4. STREET	CITY	COUNTY	STATE	ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE
☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR

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

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:		DIVISION OF REVENUE DLN #:	

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

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 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF $75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
PO Box 206
Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

****

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

Division of Contract Compliance & Equal Employment Opportunity

VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO._____ DATES OF PAYROLL PERIOD USED: FROM_____ TO_____

NAME OF FACILITY:

Street City County State Zip Code

JOB CATAGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL												

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

NAME OF PERSON COMPLETING FORM (Print or Type). SIGNATURE DATE SUBMITTED

LAST FIRST MI

ADDRESS(NO. & STREET) (CITY) (STATE) (ZIP) PHONE(AREA CODE,NO.,EXTENSION)

****

INSTRUCTIONS

VENDOR ACTIVITY SUMMARY REPORTS

1. You should complete 4 blank Vendor Activity Summary Reports with your AA-302, Employee Information Report Renewal Application package. These 4 Reports are to be completed for new hires, promotions, transfers and terminations that took place between the time you received your Certificate of Employee Information Report (hereafter referred to as "Certificate") and the date of your Renewal Application.

2. The Vendor Activity Summary Reports must be completed to show your firm's total personnel actions for the previous Certificate period. For example, if your firm renews its Certificate every 3 years, one of the reports should indicate the total number of people hired during the entire 3-year period during which you held the Certificate. Another report should indicate the total number of people terminated during that 3-year period. The third report should indicate the total number of people transferred during that 3-year period and the final report should indicate the total number of people promoted during that 3-year period. Please note, there is no need to re-state the information provided on the AA-302 form.

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

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

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

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

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

Representative's Name/Title Print): Michael J. Pizio, President
Representative's Signature: [signature]
Name of Company: Absolute Fire Protection Company, Inc.
Tel. No.: 908-757-3600 Date: January 16, 2014

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 : Absolute Fire Protection Company, Inc.

Address : 2800 Hamilton Boulevard, South Plainfield, NJ

Telephone No. : 908-757-3600

Contact Name : Michael J. Pizio

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

x Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

Revised 04/2013

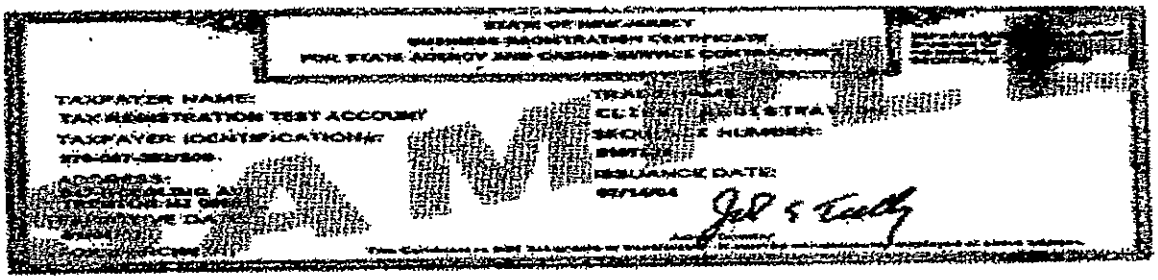
"New Jersey Business Registration Requirements"
For Goods, Professional Service and General Service Contracts

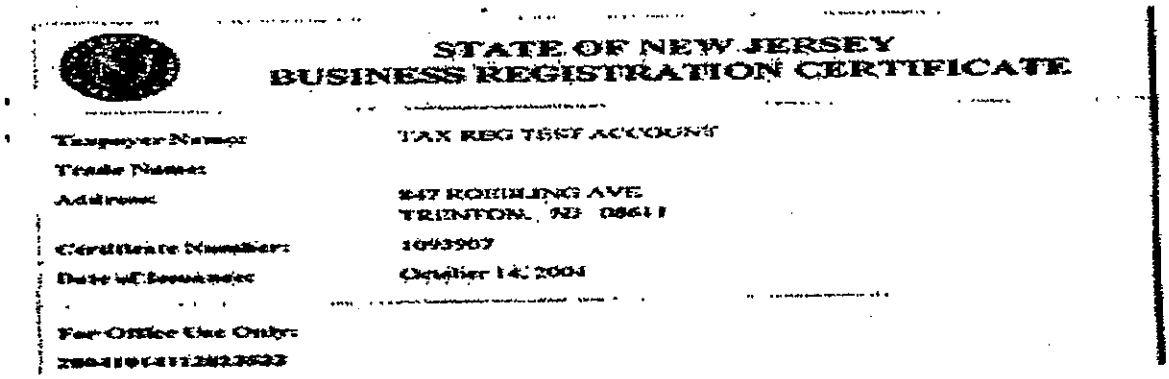
The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

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




STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1693967
Date of Issuance: October 14, 2004

For Office Use Only:

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

City Clerk File No. Res. 14.062

Agenda No. 10.Y

Approved: JAN 29 2014

TITLE: **RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO STUDIO ARTFORM INC. FOR ARCHITECTURAL DESIGN SERVICES**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) requires the services of an architectural firm in order to design the "Gateway Arches" for India Square that will include a three-dimensional, artistic, elaborate, ornamental design reflecting Indian culture and history, serve as a centerpiece of India Square and attract visitors from outside the community and outside the City, and will be installed directly and permanently into the sidewalk and span across the street at the intersection of Newark Avenue and Tonnelle Avenue and also the intersection of Newark Avenue and John F. Kennedy Boulevard; and

WHEREAS, STUDIO ARTFORM, INC., 81 Elsie Drive, Plainsboro, NJ is qualified to perform these services and submitted a proposal dated November 6, 2013 indicating that it will provide the services for a total lump sum contract amount of $39,500.00; and

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

WHEREAS, the City is acquiring these services under the "fair and open" provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, STUDIO ARTFORM, INC. 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 $39,500.00 are available in account number 02-213-40-400-314; and

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

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with STUDIO ARTFORM, INC. for providing architectural services necessary to design the two (2) "Gateway Arches" to be permanently installed at the intersections of Newark Avenue and Tonnelle Avenue and also Newark Avenue and John F. Kennedy Boulevard for a total lump sum contract amount not to exceed $39,500.00;

2. The contract term shall be forty-five (45) days commencing on the date the contract is executed by City officials;

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

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

6. This agreement shall be subject to the condition that **STUDIO ARTFORM, INC.**

TITLE:

provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and

7. 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 hereby certify that funds in the amount of $39,500.00 are available in Account No. 02-213-40-400-314 for payment of this resolution. PO#112428

Donna Mauer
Donna Mauer, Chief Financial Officer

APPROVED:

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Joanne Monahan for
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

SECTION 8: REQUIRED ADMINISTRATIVE FORMS

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

CITY OF JERSEY CITY

PROJECT: Architectural Services

RESPONDENT: STUDIO ARTFORM, INC.

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized	YC	
B. Public Disclosure Statement	YC	
C. Mandatory Affirmative Action Language	YC	
D. Americans with Disabilities Act	YC	
E. MWBE Questionnaire	YC	
F. Affirmative Action Compliance Notice		
G. Employee Information Report		
H. Business Registration Certificate	YC	
I. Original signature(s) on all required forms.	YC	
J. Certification of Compliance with the City's Pay-to-Play Ordinance	YC	

A.

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

I certify that I am PRINCIPAL / PRESIDENT

of the firm of STUDIO ARTFORM, INC.

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

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

(Signature of Respondent) [signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY NOV. 6th OF 20 13

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 2014

Balwinder Mangat
BALWINDER MANGAT
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 18, 2014
ID # 2313433

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

B

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
YOSHITA CHANDRANI AIA, NCARB, CID, LEEDAP BD+C, a.i.i.a	81 ELSIE DRIVE PLAINSBORO, NJ 08536	100

SIGNATURE: [signature]

TITLE: PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY NOV. 6th OF 2013. [signature]

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey

MY COMMISSION EXPIRES: 2014

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

C

(REVISED 4/13)

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 employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

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 lay off 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 Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program 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): YOSHITA CHANDRANI - PRESIDENT

Representative's Signature: Chandrani

Name of Company: STUDIO ARTFORM, INC.

Tel. No.: 609.439.3090 **Date:** 11/5/13

D

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

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

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

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

Representative's Name/Title Print): YOSHITA CHANDRANI, AIA, NCARB CID, LEED AP BD+C, a.i.i.a
Representative's Signature: [signature]
Name of Company: _____
Tel. No.: 609-434-3090 Date: 11/5/13

E

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 : STUDIO ARTFORM, INC.

Address : 81 ELSIE DRIVE, PLAINSBORO, NJ 08536

Telephone No. : 609.439.3090

Contact Name : YOSHITA CHANDRANI

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE) — (REGISTRATION PENDING)

_____ Woman Owned business (WBE)

_____ Neither

Definitions
Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
STUDIO ARTFORM INC

ADDRESS:
2661 US HIGHWAY 130
CRANBURY NJ 08512

EFFECTIVE DATE:
01/13/10

TRADE NAME:

SEQUENCE NUMBER:
1535632

ISSUANCE DATE:
01/14/10

James J. Fiscone
Director
New Jersey Division of Revenue

FORM-BRC
(04-08), D205846V

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

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

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

THIS IS TO CERTIFY THAT THE
Board of Architects

HAS LICENSED

STUDIO ARTFORM INC
Yoshita Y Chandrani
81 Elsie Drive
Plainsboro NJ 08536

FOR PRACTICE IN NEW JERSEY AS A(N): Certificate of Authorization

03/05/2013 TO 01/31/2014
VALID

21AC00088400
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

J

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 STUDIO ARTFORM, INC. (name of business entity) has not made any reportable contributions in the one-year period preceding NOV. 28, 2013 (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 STUDIO ARTFORM, 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: STUDIO ARTFORM, INC.
Signed: [signature]
Print Name: YOSHITA CHANDIANI

Title: PRESIDENT
Date: 11/06/13

Subscribed and sworn before me
this day 6th of NOV 2014.

(Affiant)

My Commission expires: 4/13/2014

(Print name & title of affiant)

Balwinder Mangat

(Corporate Seal)

BALWINDER MANGAT
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 13, 2014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Technology Insurance Associates LLC
225 Gordons Corner Road 1H
Manalapan, NJ 07726
www.InsureYourCompany.com

CONTACT NAME:
PHONE (A/C, No, Ext): 888-242-4675 FAX (A/C, No): 732-862-1177
E-MAIL ADDRESS: cert@cgbins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hanover Insurance Group	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Studio Artform Inc.
81 Elsie Drive,
Plainsboro, NJ 08536

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			OHYA06026800	07/15/13	07/15/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			OHYA06026800	10/29/13	07/15/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WHYA06026900	07/15/13	07/15/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
A	Professional Liability/ E&O			LHYA06237200	07/15/13	07/15/14	$1,000,000 Each Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate is issued as proof of insurance only.

CERTIFICATE HOLDER

City of Jersey City

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alan Levenson

Digitally signed by Alan Levenson
DN: cn=Alan Levenson, o=Technology Insurance Associates, ou, email=Alan@cgbins.com, c=US
Date: 2013.11.05 10:59:06 -05'00'

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RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution

Full Title of Ordinance/Resolution

Resolution Awarding a Professional Services Agreement to Studio Artform, Inc. for Architectural Design Services

Project Manager

Department/Division	Mayor's Office	
Name/Title	Brian Platt	Aide to the Mayor
Phone/email	201-988-2432	BPlatt@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This resolution will award Studio Artform, Inc. a contract to create the official design and architectural drawings/plans for the Gateway Arches to India Square. This includes ensuring the arches will meet all applicable building and street codes/ordinances/regulations, creating official construction documents, and allowing for input from the community (during the design phase). The arches will be installed directly and permanently into the sidewalk and span across the stree at the intersection of Newark Avenue and Tonnelle Avenue and also Newark Avenue and JFK Boulevard. The arches will also include a three-dimensional, artistic, elaborate, ornamental design reflecting Indian culture and history, serve as thte centerpiece of India Square, and attract visitors from outside the community and outside the City.

Cost (Identify all sources and amounts)

$39,500 (total cost of all design documents)

Contract term (include all proposed renewals)

45 days (no renewals)

Type of award EUS - Fair and Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

DRAFT NO. 1; 1-16-2014

AGREEMENT

AGREEMENT made this _____ day of _____ between the City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, a Municipal Corporation of the State of New Jersey ("City") and **STUDIO ARTFORM, INC.** (hereinafter referred to as "Consultant").

WHEREAS, the City of Jersey City seeks to hire an architectural firm to design two (2) separate "Gateway Arches" (hereinafter referred to as "arches") that will have a three-dimensional, artistic, elaborate, ornamental design that reflects Indian culture and history, that will serve as a centerpiece of India Square and attract visitors from outside the community and outside the City, that will be installed in "India Square" at the intersection of Newark Avenue and Tonnelle Avenue and also the intersection of Newark Avenue and John F. Kennedy Boulevard, and will be installed directly and permanently into the sidewalk on Newark Avenue and span across the street, leaving space for vehicular traffic below and pedestrian traffic alongside the arches; and

WHEREAS, the City prepared and advertised a Request for Proposal document (RFP) describing the services requested by the City; and

WHEREAS, Consultant submitted the most advantageous proposal to the City.

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

ARTICLE I
Purpose of Agreement

The purpose of this Agreement is for Consultant to design the arches, ensure arches meet all relevant building, traffic, and engineering codes/guidelines/ordinances, and provide all necessary documents required for the fabrication and construction of the arches.

ARTICLE II
Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Request for Proposal (RFP") prepared by the City and the proposal dated **November 6, 2013** entitled " **REQUEST FOR PROPOSAL, DESIGN OF GATEWAY ARCHES TO INDIA SQUARE**" ("Proposal") prepared by Consultant, both of which are attached hereto and made a part hereof by reference. This Agreement, the RFP, and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of this Agreement, the RFP and the

Proposal, the provisions of this Agreement shall govern over the RFP and the Proposal, and the provisions of the RFP shall govern over the Proposal.

2. Such described services shall be performed during a period of **45 days from the date of this agreement** (contract term).

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

ARTICLE III
Contractual Relationship

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

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

ARTICLE IV
Compensation and Payment

1. The total fee payable to Consultant for the entire term of this Agreement shall not exceed **$39,500** (total contact amount).

2. The City agrees to pay the Consultant's fee in a single lump sum payment after services have been completely rendered. Compensation shall be payable upon submission and verification of an invoice to the Director of Purchasing or the Mayor's Office. The invoice shall include a description of all services, materials, and equipment for which the invoice is being submitted. Consultant understands that the invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V
Insurance

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

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

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

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

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

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

3) Before commencing the work, consultant shall furnish the City certificates of each insurance upon execution of this Contract.

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

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

ARTICLE VI
Termination

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

2. The City shall not be liable for the cost of any claims rendered pursuant to this Agreement except to the extent of the claims agreed to hereunder.

ARTICLE VII
Indemnity

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

ARTICLE VIII
Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

ARTICLE VIX
Entire Agreement

1. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either

party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE X
Assignment

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

ARTICLE XI
Choice of Law

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

ARTICLE XII
Modification

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

ARTICLE XIII
Counter-parts

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

ARTICLE XIV
Paragraph Headings

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

ARTICLE XV
Severability

If any provision of this agreement shall be held to be invalid, illegal or unenforce-

able, such determination shall not affect or impair any other provision of this agreement.

ARTICLE XVI
Indulgences

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

ARTICLE XVII
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds $36,000.00, 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 Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed $36,000.00). Exhibit "A" is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed $36,000.00.

ARTICLE XVIII
Notice

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

_____	_____
_____	_____
City of Jersey City	_____
Jersey City, N.J. 07302	_____

ARTICLE XIX

New Jersey Business Registration Requirements

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

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

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

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

ARTICLE XX

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

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

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

ATTEST:

Robert Byrne
City Clerk

CITY OF JERSEY CITY

Robert Kakoleski
Acting Business Administrator

ATTEST:

Consultant

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

City Clerk File No. Res. 14.063

Agenda No. 10.Z

Approved: JAN 29 2014

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 2014 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 2014 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 2014 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **181,829,106**.

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:
Municipal Employees Pension Fund	750,000	2,500,000
Professional Affiliations	4,500	10,000

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2014 Municipal Budget.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for
Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.064

Agenda No. 10.Z.1

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE PAYMENT OF UP TO $500,000 TO THE JERSEY CITY REDEVELOPMENT AGENCY FOR THE CITY'S LEASE OF CERTAIN PROPERTY AT 360 MARTIN LUTHER KING DRIVE (THE HUB) FROM JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

COUNCIL **Offered and Moved Adoption of the Following Resolution:**

WHEREAS, the Jersey City Redevelopment Agency [JCRA] is the owner of certain property located at 360 Martin Luther King Drive, more commonly known as the HUB; and

WHEREAS, the City of Jersey City occupied three (3) offices at the HUB for use by the City and failed to pay rent for: 1) 1500 square feet for the Building Division (permit counter), for an annual rent of approximately $19,869 unpaid since Sept 1, 2012; 2) 3930 square feet for the Division of Commerce (WIC Program), for an annual rent of approximately $62,880 unpaid since June 1, 2012 and 3) 3,000 square feet for the Immunization Clinic, for annual rent of approximately $125,000 which also included the construction of substantial customized tenant improvements, unpaid since January 1, 2011; and

WHEREAS, the JCRA has made a claim against the City for the past due rent and charges arising from the City's undisputed occupancy of property at the HUB; and

WHEREAS, the City of Jersey City has confirmed that a minimum of $325,000 is past due and owing through December 2013 but concedes that the JCRA may be entitled to additional rent or other charges for a total amount of up to $500,00; and

WHEREAS, the City of Jersey City should pay back rent in the sum of $325,000 it knows is due and owing to the JCRA forthwith, subject to the submission by the JCRA of additional proof and confirmation thereof by the City that additional amounts of no more than $175,000 for a total of $500,000 may be due; and

WHEREAS, there are sufficient funds available in account number 01-203-31-432 to pay the amount of the within claim.

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

The Mayor, Business Administrator or Corporation Counsel is hereby authorized to execute a settlement agreement and any other documents appropriate or necessary to effectuate a settlement with the Jersey City Redevelopment Agency concerning the back rent and other charges due for the City's use and occupancy of office space at 360 Martin Luther King Drive [the HUB] as described above, through December 31, 2013, in the sum of $325,000 and, subject to proof and confirmation by the City, an additional sum of up to $175,000, for a total sum not to exceed $500,000.

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF UP TO $500,000.00 TO THE JERSEY CITY REDEVELOPMENT AGENCY FOR THE CITY'S LEASE OF CERTAIN PROPERTY AT 360 MARTIN LUTHER KING DRIVE (THE HUB) FROM JANUARY 1, 2011 THROUGH DECEMBER 31, 2013.

Initiator

Department/Division	**Administration**	**Real Estate**
Name /Title	**Steve Miller**	**Confidential Assistant**
Phone/E-Mail	**(201) 206-9531**	**SteveM@jcnj.org**

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Payment for claims from the JCIA for prior years for rent, common charges, taxes and PSE&G for the Building Division satellite office at 360 Martin Luther King Drive; the Immunization Clinic at 360 Martin Luther King Drive and Commerce/WIC 382-384 Martin Luther King Drive. Each location has different charges and different time periods between January 1, 2011 and December 31, 2013.
There may be adjustments when the exact amounts are determined which will be submitted separately for approval.

I certify that all the facts presented herein are accurate.

_____, _____,

Signature of Department Director **Date**

FORWARD THIS VOUCHER IN QUADRUPLICATE TO DEPARTMENT SERVICED

NC VOUCHER
CITY OF JERSEY CITY

BUDGET YEAR	FUND	G/L	NJCAFR	SUBSIDIARY ACCT	OBJ CODE LINE ITEM
14	01	203	31	432	304
VENDOR NO.	JE 296228				

B083281

PAYEE: Jersey City Redevelopment Agency

ADDRESS: 66 York St.

CITY: Jersey City STATE: N.J. ZIP: 07302

DESCRIPTION	AMOUNT	
Claim for Rent from January 1, 2011		
Through December 31, 2013 for Three (3)		
Offices at The Hub.		
See Attached Invoice	325,000.	00
AMOUNT OF CHECK	325,000.	00

I CERTIFY THAT ABOVE ARTICLES WERE RECEIVED.

BUREAU OFFICIAL OR EMPLOYEE

DATE 1/24/14

EXAMINED; CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION APPROVED FOR PAYMENT.

FOR COMPTROLLER

DATE

1-CITY CLERK COPY

N. C. Voucher No. .....

N. C. Warrant No. .....

Pay to:

Jersey City Redevelopment Agency

Administrator / Real Estate

Department

Furnished and recommended for payment:

Title

Real Estate Manager

Approved for payment:

Director of Department

Payment resolution, meeting of:

City Clerk

STATE OF
COUNTY OF } SS

.....

(Name of Proprietor, or Corporate Officer and Title)

.....

(Name of Partnership or Corporation)

whose place of business is at .....

says that the within claim is bona fide, that the charge therein set forth is correct, reasonable, justly due and owing; that no bonus has been given, claimed or received in connection with said claim.

Christopher Jose

(Claimant)

Assistant Executive Director

INVOICE

JERSEY CITY
REDEVELOPMENT AGENCY

Jersey City Redevelopment Agency
66 York Street - 2nd Floor
Jersey City, NJ 07302

Payment for past due Rent for 360 Martin Luther King Drive & 380-382 MLK Drive, Jersey City, NJ for the period : January 1, 2011 through December 31, 2013

Health & Human Services - WIC/Commerce

- Building Department

$325,000.00. Any adjustment to be submitted as a future claim

$325,000.00

DOES NOT INCLUDE UTILITIES

Please make check payable to Jersey City Redevelopment Agency and mail to:

66 York Street 2nd floor
Jersey City, New Jersey 07302

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

City Clerk File No. Res. 14.065

Agenda No. 10.Z.2

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2014 DRIVE SOBER OR GET PULLED OVER SUPER BOWL CRACKDOWN

COUNCIL **Offered and moved adoption of the following resolution.**

WHEREAS, the Met Life Stadium in East Rutherford, New Jersey will host the Super Bowl on February 2, 2014; and

WHEREAS, thousands of visitors are expected to come into the State to attend the event, raising a public safety threat for an increase in impaired driving on our roadways; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this public safety threat in various jurisdictions, such as Jersey City, who is expected to see an increase in the number of visitors and tourists in our City because of this high profile event; and

WHEREAS; the Jersey City Police Department has been invited to apply for the ***2014 Drive Sober or Get Pulled Over Super Bowl Crackdown***; and

WHEREAS, the Jersey City Police Department would like to apply for this reimbursement grant which is **$4,000.00**; and

WHEREAS, these grant funds will be used to conduct special enforcement patrols including roving patrols and fixed checkpoints targeting impaired drivers in Jersey City during the designated time period from January 28, 2014 until February 4; 2014.

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

1. The City of Jersey City is authorized to submit an application to the Department of Law and Public Safety, Division of Highway Traffic Safety in the amount of **$4,000.00**, and

2. The purpose of these funds will be used to reimburse for police overtimes salaries associated with DWI roving patrols and fixed checkpoints in Jersey City during the week of the Super Bowl.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____ for
Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

JERSEY CITY POLICE DEPARTMENT
GRANTS OFFICE
1 JOURNAL SQUARE PLAZA, 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 FAX 201-547-5213

TO: Donna Mauer, C.F.O
Office of Management and Budget

FROM: P.O. Jaclyn Marcazo #2987

DATE: January 9, 2014

SUBJECT: Super Bowl DWI Crackdown Grant and Notification of DDEF Funds

Dear Ms. Mauer,

The New Jersey Department of Law and Public Safety, Division of Highway Traffic Safety has invited the Jersey City Police Department to apply for **$4000.00** that will be used to conduct Overtime Patrols for DWI Enforcement, such as a checkpoint and a roving patrol, in Jersey City starting the week prior to the Super Bowl (January 28 until February 3, 2014). The deadline for this grant is January 20, 2014.

Attached you will find the Resolution to Apply and the supporting documents.

****

The JCPD also received the 2013 Drunk Driving Enforcement Fund in the amount of $10,786.66. These funds will be used to conduct DWI Checkpoints in the August and purchase two hand-held Stalker Radar Units for the SPB. Please see the attached resolution to Accept and a copy of the check received.

Respectfully Submitted,

P.O. Jaclyn Marcazo #2987

Jaclyn Marcazo

From: Robert Gaydosh <Robert.Gaydosh@lps.state.nj.us>
Sent: Tuesday, December 24, 2013 2:25 PM
To: gsouss@bellevillenj.org; jdecker@bloomfieldnjpd.com; kpascoal@essexsheriff.com; jdowie@kearnynjpd.org; jtaylor@kearnynjpd.org; segnezzo@montclairnjusa.org; Jaclyn Marcazo; rfarley@northbergenpd.com; tquinzer@pcsheriff.org; tgallagher@ridgefieldpolice.com; johncerny@yahoo.com; pppdchief1@yahoo.com; shpdchief29@yahoo.com
Cc: jrotonda@bellevillenj.org; dsabagh@montclairnjusa.org; fmena@northbergenpd.com; psvorec@ridgefieldpolice.com; rbesser@ridgefieldpolice.com; dcorcoran@secaucus.net; lt35shpd@yahoo.com
Subject: Drive Sober 2014 Super Bowl Crackdown
Attachments: Drive Sober or Get Pulled Over Super Bowl 2014 Grant Instructions.doc

Good afternoon.

In preparation for the Super Bowl at Met-Life Stadium in February, the Division of Highway Traffic Safety is planning to conduct a one-week impaired driving crackdown in the days just before and just after the "big game".

The purpose of the campaign will be to conduct high visibility impaired driving enforcement, through roving patrols and checkpoints, during the period when large numbers of visitors will be in the area. The campaign will be similar to the Labor Day and Year End Drive Sober crackdowns that you have been involved with in the past.

DHTS is inviting police agencies in and around the Meadowlands area to participate in this grant funded campaign.

The dates for the campaign will be January 28-February 4, 2014 and the grant amount is $4,000.

Attached are instructions for applying for this grant through the SAGE system, which most of you are familiar with.

With the Super Bowl fast approaching, there is a tight time frame to get these grants in. The application will be available on SAGE beginning January 1 and will need to be submitted by January 20.

Please let me know if your agency will be applying for the grant or if you have any questions.

Have a wonderful holiday.

Bob Gaydosh
CONFIDENTIALITY NOTICE The information contained in this communication from the Office of the New Jersey Attorney General is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the Office of the Attorney General at (609) 292-4925 to arrange for the return of this information.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2014 DRIVE SOBER OR GET PULLED OVER SUPER BOWL CRACKDOWN

Project Manager

Department/Division	Jersey City Police Department	Police Grants Unit
Name/Title	P.O. Jaclyn Marcazo #2987	Police Officer
Phone/email	(201) 547-4736	jmarcazo@njjcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The New Jersey Department of Law and Public Safety, the Division of Highway Traffic Safety has invited the Police Department to apply for the 2014 Drive Sober or Get Pulled Over Super Bowl Crackdown Grant. The grant funds will be used to reimburse for overtime salaries of police officers who will be conducting DWI Roving Patrols and Fixed Checkpoints during the State's designated DWI crackdown period from January 28 until February 4, 2014.

Cost (Identify all sources and amounts)

$4.000.00

Contract term (include all proposed renewals)

Term of allowable grant activities to be reimbursed must be from January 28 until February 4, 2014.

Type of award Reimbursement Grant

If "Other Exception", enter type

Additional Information

Jersey City will be expecting large crowds of people throughout the week of the Super Bowl. These funds will help cover the costs for patrols targeting impaired drivers during this big event - before, during, and after the Super Bowl.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 1/8/14

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT DRIVING WHILE INTOXICATED

Project Manager

Department/Division	Jersey City Police Department	Police Grants Unit
Name/Title	P.O. Jaclyn Marcazo #2987	Police Officer
Phone/email	(201) 547-4736	jmarcazo@njjcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The New Jersey Department of Law and Public Safety, Division of Highway Traffic Safety has awarded the Police Department the 2013 Drunk Driving Enforcement Fund in the amount of $10,786.66. The majority of these funds in the amount of $7,961.66 will be used toward overtime salaries for police officers to conduct stationary DWI checkpoints and roving patrols to deter and detect drunk driving. The additional balance of $2,825.00 will be used to purchase two hand held radar systems to be used to detect aggressive driving.

Cost (Identify all sources and amounts)

Award $10,786.66

Contract term (include all proposed renewals)

Not Applicable

Type of award Grant Award

If "Other Exception", enter type

Additional Information

These funds are to be strictly used for DWI detection and deterrence methods for enforcement and equipment.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 1/8/14

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

City Clerk File No. Res. 14.066

Agenda No. 10.Z.3

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC & GAS COMPANY FOR SUPPLYING AND INSTALLING DECORATIVE LIGHT POLES AT BERRY LANE PARK - DEVELOPMENT, PROJECT NO. 2014-006, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) will be entering into a contract with a general contractor for the development of Berry Lane Park, Project No. 2014-006; and

WHEREAS, a separate prime contract is required for the installation of site lighting throughout the park; and

WHEREAS, Public Service Electric & Gas Company (PSE&G) as a public utility, provides the lights and poles to the City pursuant to an existing contract; and

WHEREAS, services to be performed by PSE&G under this contract will include the following:

(1) Furnishing and installation of one hundred one (101) X Contempo II LED Fixtures (05-9940); and

(2) One Hundred One (101) X Contempo Style Poles (04-4078)

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(f), which provides that a contract may be awarded by the City Council without publicly advertising for bids for the rendering of any service by a public utility, which is subject to the jurisdiction of the Board of Public Utilities, in accordance with tariffs and schedules of charges made, charged or exacted, filed with said board; and

WHEREAS, the City has negotiated a contract with PSE&G for the above mentioned project at an estimated cost of THREE HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED NINETY-EIGHT AND 51/100 DOLLARS ($349,798.51) with an Option to exercise a five (5%) per cent expenditure over total amount for unforeseen expenses; and

WHEREAS, these funds are available for this expenditure from Account Number:

02-213-40-000-512	P. O. No.	$349,798.51

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the said negotiations between the City of Jersey City and Public Service Electric & Gas Company be accepted, and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

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

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.067

Agenda No. 10.Z.3 JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC & GAS COMPANY FOR SUPPLYING AND INSTALLING DECORATIVE LIGHT POLES AT BERRY LANE PARK - DEVELOPMENT, PROJECT NO. 2014-006, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION

RESOLVED, that this contract award 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. and be it further

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

I, Donna Mauer (DONNA MAUER), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 02-213-40-000-512 for payment of the above Resolution.

January 16, 2014
ab

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

DATE	:	January 16, 2014
TO	:	Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council
FROM	:	Brian F. Weller, L.L.A., Director
SUBJECT	:	Berry Lane Park - Development Project No. 2014-006 Re: Public Service Electric and Gas

Attached for your consideration is the Resolution authorizing the award of a contract to Public Service Electric and Gas (PSE&G) for the supply and installation of the following:

(1) Furnishing and installation of one hundred one (101) X Contempo II LED Fixtures (05-9940); and

(2) One Hundred One (101) X Contempo Style Poles (04-4078)

If you need any additional information, please do not hesitate to call.

ab

c: Michael Razzoli, Director, Department of Public Works
Peter Folgado, Purchasing Agent, RPPO, QPA

RptSvcAgt

PSEG We make things work for you.

Public Service Electric and Gas Company - Request for Lighting Service

Project Name: Jersey City - Berry Lane Park (Phase 1) **Project Status** Agreement **Presented Date:** 11/18/2013

Customer Name: City of Jersey City **BP#** 1001014996 **Contract Account #** 9999999999

Service Address: Berry Lane Park, Jersey City NJ **Effective Date:** 11/18/2013 **Service Date:** 2/25/2014

Contact Name: Brian Weller **Contract Term:** 5 Years **Distribution:** UG

Office Tel: **Cell Phone:** **EMail:** WellerB@jcnj.org **Fax:**

☐ OfficeRecord **Purchase Order #**

Premise #	STANDARD Installation #	SPECIAL Installation2 #	DWMS Customer #	DWMS LD #	DWMS E1 #	CIAC E1 #
9999999999	9999999999	9999999999	9999999	999999999	999999999	500488495

Rates and Costs Details

Product	Amt	RefVal	Rate	New Pole or	Free Pole	Pole Pre-paid	Secon Avail-able	Action Type	Sales Type	Order Type	Mthly Install Rate	Mthly Remov Rate	Upfrnt Rate	Access Product Qty	Access Product Code	Access Upfrnt Rate	Found Credit Qty	Found Credit Amt	ID
Luminai	101	EX059940BL	BPL	New	☐	☐	☐	Install	New	Set Exist	30.75	0.00	0.00			0.00		0.00	303
Pole	101	EX044078LP	BPL_NC	New	☐	☐	☐	Install	New	Set Exist	0.46	0.00	2,102.68			0.00	101	399.53	304

Rates and Costs Summary

Grand Total One Time Upfront Cost: $349,798.51

Installs: Monthly Service Charge Totals	
Luminaire Mth Svc Charge Total	$3,105.75
Pole Mthly Service Charge Total	$46.46
Bracket Mthly Serv Chrge Total	$0.00
Mthly Service Charge Totals	$3,152.21

Removes: Monthly Service Charge Totals	
Luminaire Mth Service Charge Total	$0.00
Pole Mthly Service Charge Total	$0.00
Bracket Mthly Service Charge Total	$0.00
Mthly Service Charge Totals	$0.00

One-Time Cost Totals	
Cost for Construction (CIAC)	$177,780.36
Foundation Credit Total	[illegible]
Pole Upfront Cost Total	$212,370.68
Bracket Upfront Cost Total	$0.00
Accessory Upfront Cost Total	$0.00
Lumin Upfront Cost Total	$0.00

Comments PSEG to install 101 X Contempo II LED Fixtures (05-9940) and Contempo Poles (04-4078)
City of Jersey City is responsible for payment of the monthly lease amount Jersey City redevelopment Agency is responsbile for payment of upfront cost

Date: 8/9/2013 Phone No: (973) 289-0258 Print Signatory Name/Title: Brian Weller

PSEG Representative Patrick Buck *Customer Signature:

PSE&G We make things work for you.

Estimated Cost Summary

Outdoor Lighting

Project Name: Jersey City - Berry Lane Park (Phase 1) **Contract Account #** 9999999999

Customer Name City of Jersey City

For Service at Address: Berry Lane Park, Jersey City NJ

CostType	Product	Qty	Amount
Install	Pole	101	$46.46
	Luminaire	101	$3,105.75
Monthly Install Totals		**202**	**$3,152.21**
Upfront	Cost of Construction	1	$177,780.36
	Pole	101	$212,370.68
	Foundation Credit	101	($40,352.53)
Upfront Totals		**203**	**$349,798.51**

This is Not an Invoice

*In executing this Proposal and Service Agreement, Customer: (1) accepts the Proposal for Dusk to Dawn Lighting Service; (2) acknowledges and agrees that this is an agreement for lighting Services only and that Customer in receivng Service hereunder does not acquire any right, title or interest in any of the equipment used to provide such lighting Services and that such right, title and interest shall be vested exclusively in PSE&G; (3) will provide PSE&G with reasonable access in order to enable PSE&G to maintain, replace or remove such equipment; (4) and acknowledges and agrees that, in addition to these terms, Service is subject to the terms and conditions set forth in the Service Agreement - Standard Terms and Conditions - PSEG Street Lighting Service, which are printed on the back of this Proposal and Agreement.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service

SECTION 1 -SCOPE OF WORK, PRICE, AND TAXES. PSEG shall perform the services, as set forth in the Form of Proposal (the "Services") for the price specified therein. Any terms or conditions other than those stated in the Street and Area Lighting Services Agreement shall be null and void, including any preprinted terms and conditions contained in any of the Customer's purchase order forms. Customer shall be responsible for and shall pay the amount of any tax applicable to the Services. Except in cases of emergency, no extra or different Services shall be done unless written approval is issued authorizing such Services prior to the performance thereof. Any extra or different work performed by PSEG on an emergency basis shall be governed by the terms and conditions which incorporates by reference the provisions of PSEG's Tariff for Electric Service.

SECTION 2 - TERMS OF PAYMENT. Monthly payment for the Services shall be included in Customer's bill. Upfront payments for the Services as identified in the Form of Proposal is required before the start of work, unless otherwise indicated.

SECTION 2a – TERM OF AGREEMENT. Please reference the Lighting Rate Schedule section of the Tariff regarding provisions for:

BPL: Original sheet No. 189-191	BPL-POF: Original sheet No. 199-200	PSAL: Original sheet No. 212-214

SECTION 3 - WARRANTY AND REMEDIES

A. PSEG warrants that for the period of twelve (12) months after the completion of the Services, the Services will reflect competent professional knowledge, judgment and workmanship and will be performed in accordance with generally accepted professional standards and work practices applicable at the time the Services are performed. PSEG warrants that any goods (e.g. lights, brackets and poles) installed shall be free from defects in material or workmanship for one year from the date of installation or provision, whichever occurs first.

B. PSEG does not warrant and shall have no liability for any nonconformance or defects in the performance of the finish on painted street lighting equipment. Customer shall pursue all claims for nonconformance or defects in the performance of the finish on painted street lighting equipment against the manufacturer and PSEG shall take commercially reasonable efforts to support and assist Customer.

C. Conditions Applying to Warranties.

1. PSEG shall have no liability or obligation for any manufacturing, construction or design defects in the Customer's facilities and equipment, hidden hazardous conditions, or the Customer's failure to comply with all applicable codes, standards, laws, and regulations.

2. Customer shall provide PSEG with any pertinent facts or information concerning the Customer's facilities and equipment which could affect the Services to be performed therein which are known or accessible only to the Customer or not reasonably discoverable by PSEG.

3. Customer will provide written notice to PSEG specifying nonconforming Services or Goods upon discovery thereof, and in any event, any such notice of warranty nonconformance shall be given no later than forty-five (45) days after the expiration of the applicable warranty period.

4. Customer will provide PSEG with a reasonable opportunity to perform corrective work to comply with warranties herein. All corrective work will be performed on a schedule to be mutually agreed upon. Customer shall be responsible to remove and replace any equipment or structure in order to provide PSEG with access to perform warranty work.

5. PSEG shall have no liability or obligation for anything arising out of these terms, in the event that the Customer breaches any of the requirements of Paragraph C of this Article.

D. Exclusivity of Warranties and Remedies. The warranties set forth in these terms are exclusive and are in lieu of all other warranties, whether statutory, express or implied, including, but not limited to, any warranties or merchantability, fitness for a particular purpose or arising out of any course of dealing or usage of trade. The remedies set forth in these terms are the exclusive remedies of Customer for any breach, defect or anything arising out of the performance or nonperformance of these terms.

SECTION 4 - INDEMNIFICATION AND LIABILITY

PSEG shall indemnify and hold Customer harmless for any claims, suits, costs, damages, losses, or judgments arising out of PSEG's negligent acts or omissions in connection with these terms. Customer shall indemnify and hold PSEG harmless for any claims, suits, costs, damages, losses, or judgments arising out of Customer's negligent acts or omissions in connection with these terms. However, the parties' entire liability and obligation under these terms shall not exceed the dollar amount of the Contract Price, as set forth in "Form of Proposal", and under no circumstances shall the parties be liable to each other for any special, incidental, indirect, punitive, or consequential losses or damages whatsoever (including for lost profits, time, or revenue) for anything arising out of the performance or nonperformance of these terms, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract, or otherwise.

SECTION 5 - DELAYS AND FORCE MAJEURE. Other than the obligation to pay money, the parties shall not be liable to each other for failure to perform or for delay in performance due to, any cause beyond their reasonable control: or fire; flood, strike, or other labor difficulty; acts of God; mandates, directives, orders, or restraints of any governmental, regulatory, or judicial body or agency; riot; embargo; fuel or energy shortage; delays in transportation; inability to obtain necessary labor, materials or manufacturing facilities from usual sources; or act of omission of any of the persons or entities employed by the parties. In the event of delay in performance due to any such cause, the date of performance or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

STANDARD TERMS CONDITIONS

PSEG Street and Area Lighting Service (continued)

SECTION 6 - RELATIONSHIP. The relationship of PSEG and Customer to each other shall be that of parties to a contract, and neither these terms or anything done pursuant to these terms shall be deemed to create any partnership, joint venture, or agency relationship between the two parties. There are no third party beneficiaries to these terms.

SECTION 7 - COMPLIANCE WITH LAW. The Parties shall comply with all applicable laws and regulations.

SECTION 8 - WAIVERS. No term or condition of these terms shall be deemed to have been waived and no breach excused unless such waiver or breach is in writing signed by the party claimed to have waived or consented to excuse. Either parties' failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under these terms, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.

SECTION 9 - APPLICABILITY OF TARIFF. The PSEG Tariff For Electric Service on file with the New Jersey Board Of Public Utilities is hereby incorporated in its entirety by reference, and any conflict or inconsistency between the terms and conditions of these terms and said Tariff shall be resolved in favor of the Tariff.

SECTION 10 - HEADINGS. The headings assigned to the sections of these terms are for convenience only and shall not limit the scope and applicability of the sections.

SECTION 11 - ENTIRE AGREEMENT. These terms, which includes the "Form of Proposal" , constitutes the final, complete, and entire Agreement between the parties, and all prior discussions, negotiations, communications, proposals, or agreements, whether oral or written, are hereby superseded. Any statements, representations, terms or conditions, whether express or implied, other than those set forth in these terms may not be modified, altered, or amended in any way except in writing signed by duly authorized representatives of both the Customer and PSEG. These terms shall be governed and construed by the laws of the State of New Jersey.

SECTION 12 – CANCELATION PRIOR TO RECEIPT OF SERVICE. Termination of this Agreement by the Customer prior to completion of installation and receipt of service shall be done by written notice. The Customer shall be liable for cost incurred by PSEG between date of the Agreement and the date written notice for cancellation is received.

APPENDIX A: STREET AND LOCATION DETAIL INFORMATION

Recordl	Street:	Location:	Pole#:	Products:
303	Berry Lane	walking path in park	00000	Luminaire
303	Berry Lane	walking path in park	00000	Luminaire
303	Berry Lane	walking path in park	00000	Luminaire
303	Berry Lane	walking path in park	00000	Luminaire
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Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.067

Agenda No. 10.Z.4

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT DRIVING WHILE INTOXICATED

COUNCIL as a whole of the following resolution — **Offered and moved adoption**

WHEREAS, Driving while intoxicated creates many dangers to all who use the streets of the City of Jersey City; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this danger and has submitted a grant application for the Jersey City Police Department to apply for **$10,786.66** under the **2013 Drunk Driving Enforcement Fund (DDEF)**; and

WHEREAS, the Drunk Driving Enforcement Fund administers funds to Municipalities to combat Driving While Intoxicated; and

WHEREAS, the City of Jersey City desires to combat D.W.I. and has established a Driving While Intoxicated Program; and

WHEREAS, the Division of Highway Traffic Safety has awarded the Jersey City Police Department a total of **$10,786.66**; and

WHEREAS, the funds will be used to provide law enforcement overtime patrols to combat Driving While Intoxicated; implementing both roving patrols and D.W.I. checkpoints; and

WHEREAS, the Jersey City Police Department would like to accept the **$10,786.66** grant award from the Division of Highway Traffic Safety's 2013 Drunk Driving Enforcement Fund.

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

1. The City of Jersey City is authorized to accept the award of **$10,786.66** from the New Jersey Law and Public Safety for the Drunk Driving Enforcement Fund; and

2. The funds will be used for overtime patrols to combat and deter drunk driving.

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monaghan for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

067

State of New Jersey

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF HIGHWAY TRAFFIC SAFETY
PO Box 048
TRENTON, NJ 08625-0048

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JOHN J. HOFFMAN
Acting Attorney General

December 27, 2013

Director James Shea
Jersey City Police Department
465 Marin Boulevard
Jersey City, NJ 07302

RE: Payment of DDEF FY 2013 Grant (July 1, 2012 - June 30, 2013)

Director,

Your check in the amount of **$ 10,786.66** for Drunk Driving Enforcement Fund grant periods #113 - 116 was dated **12/20/13**. The check number is **AD00011623901.**

If I may be of further assistance, please contact me at (609) 633-9255 or you may email me at **Paul.Groffie@LPS.state.nj.us.**

Sincerely,

Paul F. Groffie
DDEF Coordinator

TEL: (609)633-9300 (800) 422-3750 FAX: (609)633-9020
www.njsaferoads.com

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JERSEY CITY POLICE DEPARTMENT
GRANTS OFFICE
1 JOURNAL SQUARE PLAZA, 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 FAX 201-547-5213

TO: James Shea, Public Safety Director

FROM: P.O. Jaclyn Marcazo #2987

DATE: January 27, 2014

SUBJECT: Drunk Driving Enforcement Fund Award

Dear Sir,

The Jersey City Police Department received the 2013 Drunk Driving Enforcement Fund in the amount of $10,786.66. These funds will be used to cover the overtime salaries for police officers to conduct DWI Checkpoints ($7,961.66) and purchase two hand held stationary radar units ($2,825.00).

Attached is the paperwork that I needed to resubmit for this week's council meeting.

Thank you for your assistance.

Respectfully Submitted,
P.O. Jaclyn Marcazo #2987

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT DRIVING WHILE INTOXICATED

Project Manager

Department/Division	Jersey City Police Department	Police Grants Unit
Name/Title	P.O. Jaclyn Marcazo #2987	Police Officer
Phone/email	(201) 547-4736	jmarcazo@njjcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The New Jersey Department of Law and Public Safety, Division of Highway Traffic Safety has awarded the Police Department the 2013 Drunk Driving Enforcement Fund in the amount of $10,786.66. The majority of these funds in the amount of $7,961.66 will be used toward overtime salaries for police officers to conduct stationary DWI checkpoints and roving patrols to deter and detect drunk driving. The additional balance of $2,825.00 will be used to purchase two hand held radar systems to be used to detect aggressive driving.

Cost (Identify all sources and amounts)

Award $10,786.66

Contract term (include all proposed renewals)

Not Applicable

Type of award Grant Award

If "Other Exception", enter type

Additional Information

These funds are to be strictly used for DWI detection and deterrence methods for enforcement and equipment.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 9/27/14

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

City Clerk File No. Res. 14.068

Agenda No. 10.Z.5

Approved: JAN 29 2014

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION AND ACCEPTANCE OF A 2014 COMMUNITY SERVICES BLOCK GRANT (CSBG) SPECIAL INITIATIVES APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the New Jersey Department of Community Affairs (DCA) has been designated as the State agency to administer and supervise the federal Community Services Block Grant; and

WHEREAS, the Department of Community Affairs intends to award the City of Jersey City $310,000 in Community Services Block Grant Special Initiatives funds for the Second Chance Maintenance Program; and

WHEREAS, the Second Chance Maintenance Program will operate from the period of January 15, 2104 through September 30, 2014; and

WHEREAS, the City of Jersey City's application details that the Jersey City Second Chance Maintenance program will employ thirty (30) formerly incarcerated persons to clean sidewalks, wipe the exterior of trash cans, hydrants, light poles and mailboxes, collect stray trash, clean weeds, rake leaves and clean/remove stickers on Jersey City way finding signs; and

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Services Block Grant Program in compliance with such requirements; and

WHEREAS, the Division of Community Development recommends the submission and acceptance of this proposal as being in the best interest of the City of Jersey City.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor and/or Business Administrator are hereby authorized to submit and accept a proposal application to the New Jersey Department of Community Affairs for the Community Services Block Grant Special Initiatives funding.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

Joanne Monaghan for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION AND ACCEPTANCE OF A 2014 COMMUNITY SERVICES BLOCK GRANT (CSBG) SPECIAL INITIATIVES APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

Project Manager

Department/Division	HEDC	Division of Community Development
Name/Title	Erin Ross	Senior Program Analyst
Phone/email	201-547-4550	RossE@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Jersey City Second Chance Maintenance Program will employ thirty (30) formerly incarcerated persons to clean sidewalks, wipe the exterior of trash cans, hydrants, light poles and mailboxes, collect stray trash, clean weeds, rake leaves and clean/remove stickers on Jersey City ay finding signs. During the winter season, employees will remove snow and ice from crosswalks, City-owned abandoned properties, sidewalks and on top of catch basins.

Cost (Identify all sources and amounts)

Community Service Block Grant Special Initiatives – $310,000.00

Contract term (include all proposed renewals)

Contract term – January 15, 2014 through September 30, 2014

Type of award State funds (Dept. of Community Affairs)

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 1/17/14

JAN 21 2014

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

City Clerk File No. Res. 14.069

Agenda No. 10.Z.6

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH MILLENNIUM STRATEGIES, LLC. TO PROVIDE GRANT SERVICES TO THE CITY.

COUNCIL offered and moved adoption of the following resolution

WHEREAS, the City of Jersey City (the "City") has determined that there is a need for the services of a grants management firm; and.

WHEREAS, the City solicited proposals for this contract in accordance with the "fair and open" process of the Pay-to-Play Law, N.J.S.A. 19: 44A-20.4 et seq.; and,

WHEREAS, the Municipal Council of the City desires to appoint Millennium Strategies LLC to provide grant services and to award a contract to such firm as "extraordinary unspecifiable services" pursuant to N.J.S.A. 40A:11-5(1)(a)(ii); and,

WHEREAS, Millennium Strategies, LLC agrees to provide these services for a total contract amount not to exceed $140,000; and

WHEREAS, the term of agreement is for one year commencing on the date the contract is executed by City Officials; and

WHEREAS, a temporary encumbrance in the amount of $24,000 is available in Account No. 01-201-20-101-312; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of contract for Extraordinary Unspecifiable Services without competitive bid and the contract itself must be available for public inspection; and

WHEREAS, Donna Mauer, Chief Financial Officer has certified that these services qualify as extraordinary unspecifiable service (EUS) under the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq.; and

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

WHEREAS, Millennium Strategies LLC has submitted its Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance 08-128 adopted on September 3, 2008.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached agreement with MBA to provide grant services.

2. The total contract amount shall not exceed the sum of $140,000 and the term of the contract shall be one (1) year commencing on the date the contract is executed by City Officials.

3. This agreement is authorized as an Extraordinary Unspecifiable Services pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) because of the reasons stated in the certification attached hereto.

4. This contract is being awarded in accordance with the "fair and open" process of the Pay-to-Play Law, N.J.S.A. 19: 44A-20.4 et seq.

5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award.

6. This agreement shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 14.069

Agenda No. 10.Z.6 JAN 29 2014

TITLE:

7. 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.

8. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar fiscal temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar fiscal year permanent budget.

I Donna Mauer Donna Mauer, Chief Financial Officer certify that a temporary encumbrance in the amount of $24,000 is available in Account No. 01-201-20-101-312.

APPROVED: Donna Mauer CFO

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO MILLENNIUM STRATEGIES LLC AS EXTRAORDINARY UNSPECIFIABLE SERVICES

DATE: January 24, 2014

TO: Municipal Council

FROM: Donna Mauer, Chief Financial Officer

SUBJECT: Contract for providing grant services to the City

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Millennium Strategies LLC
Cost: not to exceed $140,000
Period: twelve (12) months
Purpose: To provide grant services to the City

This is requested to be awarded without competitive bids as Extraordinary Unspecifiable Services (N.J.S.A. 40A:11-5(1)(a)(ii). I do hereby certify as follows:

1. Millennium Strategies LLC agrees to provide for the City various grant services including project identification and funding, grants management and writing and will also help enhance the City's capacity for grant writing and grants administration with their expertise.

2. The services are of such specialized and qualitative nature that the performance of these services cannot be reasonably described by written specifications because it requires expertise in grants administration, grants management and grants writing.

3. The City received three (3) proposals: Muller Bohlin Associates, Inc. for $195,410 Millennium Strategies LLC for $140,000 and Bruno Associates $60,000

4. I have reviewed the rules and regulations of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as Extraordinary Unspecifiable Services in accordance with the requirements thereof.

Respectfully,

Donna Mauer

Donna Mauer
Chief Financial Officer

City of Jersey City
Request for Proposals:
Grant Services

Submitted on behalf of

Millennium Strategies, LLC

By Ed Farmer, CEO

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CITY OF JERSEY CITY

PROJECT: Grant Services

RESPONDENT: Millennium Strategies LLC

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized	EF	
B. Public Disclosure Statement	EF	
C. Mandatory Affirmative Action Language	EF	
D. Americans with Disabilities Act	EF	
E. MWBE Questionnaire	EF	
F. Affirmative Action Compliance Notice	EF	
G. Employee Information Report	EF	
H. Business Registration Certificate	EF	
I. Original signature(s) on all required forms.	EF	
J. Certification of Compliance with the City's Pay to Play Ordinance	EF	

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

I certify that I am ED FARMER - CEO

of the firm of MILLENNIUM STRATEGIES LLC

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

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

(Signature of respondent) _____
ED FARMER - CEO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY December 18 OF 20 13

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) L Martinez

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

LISA MARTINEZ
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2376517
My Commission Expires 8/7/2018

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

PUBLIC DISCLOSURE INFORMATION

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

STOCKHOLDERS:

Name	Address	% owned
ED FARMER	14 SUNBURST LANE Piscataway, NJ 08854	78.33
Susan Scavone	165 Alexander Avenue Nutley, NJ 07110	21.67

SIGNATURE : _____

TITLE: ED FARMER

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY December 18 OF 20 13

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 .

LISA MARTINEZ
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2376517
My Commission Expires 8/7/2018

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

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

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)
During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.**
17:27 .

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): ED FARMER, CEO

Representative's Signature: Ed F

Name of Company: MILLENNIUM STRATEGIES, LLC

Tel. No.: 973.226.3329 **Date:** 12/18/13

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

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

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

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

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

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

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

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

It is further agreed and understood that the owner assumes no obligation to indemnify or saveharmless 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): ED FARMER - CEO

Representative's Signature: Ed F

Name of Company: MILLENNIUM STRATEGIES, LLC

Tel. No.: 973.226.3329 **Date:** 12/18/13

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders
Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.
To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your proposal.

Business Name: MILLENNIUM STRATEGIES

Address: 60 ROSELAND AVENUE CALDWELL, NJ

Telephone No.: 973. 226. 3329

Contact Name: ED FARMER

Please check applicable category :

_____ Minority Owned _____ Minority & Woman Owned

_____ Woman Owned X Neither (SBE)

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

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

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

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

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

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

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

OR

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

OR

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours. The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: MILLENNIUM STRATEGIES LLC

SIGNATURE: [signature] DATE: 12/18/13

PRINT NAME: ED FARMER TITLE: CEO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Vendor must submit one of the following 3 documents:

Certification 39523

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2007 to 15-MAR-2014

MILLENIUM STRATEGIES
60 ROSELAND AVENUE
CALDWELL NJ 07006

Bradley Abelow
State Treasurer

07/27/06

Taxpayer Identification# **203-749-864/000**

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely

James J. Fruscione

James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

MILLENNIUM STRATEGIES LLC

TRADE NAME:

ADDRESS:

60 ROSELAND AVE
CALDWELL NJ 07006

SEQUENCE NUMBER:

1250157

EFFECTIVE DATE:

09/08/05

ISSUANCE DATE:

07/27/06

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.

State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges The Millennium Strategies LLC as a Category 2 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.1

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the $100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.

Andrew Pantelides
Assistant Director

Issued: 4/5/2013
Certification Number: A0005-08

Expiration: 4/5/2016

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 Millennium Strategies (name of business entity) has not made any reportable contributions in the **one-year period preceding 1/15/14 (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 Millennium Strategies (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: MILLENNIUM STRATEGIES
Signed: [signature] Title: CEO
Print Name: ED FARMER Date: 12/18/13

Subscribed and sworn before me
this day 18th of Dec, 2013.

My Commission Expires: [signature]

LISA MARTINEZ
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2376517
My Commission Expires 8/7/2018

[signature]
(Affiant)

ED FARMER, CEO
(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

3.4 Executive Summary:

Millennium Strategies, LLC, a full service grant writing and economic development firm, would like to submit the enclosed response to the City of Jersey City's Request for Proposals for Grant Services. It would be a privilege to serve the City during this exciting time in its history, particularly at the onset of a new Mayoral Administration. Millennium Strategies is uniquely qualified to provide the Grant Services sought by the City. We specialize in maximizing existing resources and finding new sources of revenue through federal, state, county, and private sector grant funding. Since our inception in 2005, we have secured over $60 million in funding for our clients, which currently include counties, municipalities, local education agencies, and not-for-profit community-based organizations.

What sets us apart from other firms is our exhaustive research skills, diligence in grant compliance and administration, and experience at all levels of government. We understand your desire to make Jersey City unrivaled as an economic development and cultural center where all of its neighborhoods thrive. We know the challenges you face in lessening the tax burden while trying to meet the growing and often dire needs of residents. We are keenly aware that Jersey City must have the tools for preparedness and prevention when it comes to providing for public safety. We also know the vital role transportation and infrastructure improvements play in all aspects of achieving your strategic objectives. Understanding these various needs and the vision you hold for Jersey City's future, we have the knowledge of existing grants and capacity to aggressively seek new funding streams that will advance your goals.

As Millennium's CEO and Founder, Ed Farmer specializes in shepherding critical projects to completion at every level of government. He developed the knowledge and skills to do so as Congressman Bill Pascrell's Chief of Staff for 7 years. Susan M. Scavone, Millennium's Principal, has more than 20 years of experience in grant writing and governmental affairs. She is Millennium's noted expert in FEMA's maze of funding mechanisms and requirements. Stuart Koperweis, Millennium's Senior Vice President for Economic Development, has provided his extensive knowledge of economic development issues to Jersey City in the past and will contribute sound guidance on leveraging opportunities for future growth. Bernadette P. McPherson, Esq., Senior Vice President of Marketing and Business Development, has strong ties to Jersey City as well. As a former Bergen County Freeholder and Mayor of Rutherford, she retains the expertise to navigate municipal and county government in order to make crucial services and community-building programs a reality for our clients.

Millennium Strategies has an accomplished team of 8 grant writers and support staff that are essential to meeting the demands of timely, professional, and competitive grant submissions. Many of our successful applications have benefitted Jersey City's neighbors in Hudson County that share similar demographic, economic, and budgetary characteristics with the City. Some examples of recently awarded funding include:

- $205,000 to the City of Bayonne from the NJ Department of Transportation Safe Streets to Transit Program for pedestrian safety improvements near Bergen/Hudson Light Rail stations;
- $50,000 to the County of Passaic from the US Department of Justice for Second Change Act Adult Offender Reentry Planning;
- $150,000 to the Bayonne Economic Opportunity Foundation from the Geraldine R. Dodge Foundation for the development of the City of Bayonne Waterfront Restoration, Open Space and Sustainability Plan;
- $118,000 to the City of Hoboken from the New Jersey Department of Transportation's Transportation Enhancements Program for the Newark Street Complete Street Redesign;

- $1,398,673 to the County of Passaic from the NJ Department of Community Affairs Weatherization Grant Program for energy efficient upgrades to income-eligible homes;

- $3.5 million dollars for the County of Bergen in Hazard Mitigation funding from the Federal Emergency Management Agency (FEMA)

A complete Client List and references is included in our Firm Overview attached in Appendices.

If selected, Millennium Strategies will take an innovative and comprehensive approach to providing grant services to the City of Jersey City. We will use the considerable talents and expertise of our entire team as well as every aspect of our firm's full suite of services – grant funding, economic development, hazard mitigation, non-profit generation, and local government services –to attain and administer funding that will advance the City's top priorities. Furthermore, we propose to assign a Grants Manager to be on site in Jersey City for a minimum of 16 hours each week to develop the close and optimal working relationship that we pride ourselves on at Millennium and to best achieve the following objectives:

- *Millennium will centralize grant oversight and assist in the adoption of best practices for grants administration* for the City of Jersey City. Our project team will work closely with the Mayor and appropriate personnel to review current methods of grant procurement and formulate strategies for a more consistent, streamlined process that will increase the amount of funding awarded to the City.

- *Millennium will enhance the City's ability to identify and apply for grants* by working with key administrative personnel to review the mission and functions of each individual department, and other appropriate entities associated with the City. This process will help Millennium design goal-oriented strategies that will maximize grant eligibility and opportunities for funding.

- *Millennium will increase the City's success rate at receiving grant awards* through an extensive research, preparation, and submission process for all available governmental and non-governmental funding applications pursued by the City. This will include all appropriate follow-up for legislative and community-based support

- *Millennium will improve the City's ability to process both previously awarded and new grant funding* by conducting a thorough and ongoing evaluation of the City's current and past funding efforts. This will include a review of prior grant awards and the establishment of a database tracking system to ensure the timely preparation, submission and tracking of each grant application completed by Millennium on the City's behalf.

Millennium Strategies proposes to provide our full suite of grant services for a one-year, $140,000 all-inclusive contract. Millennium Strategies will enter into a contractual relationship with the City as an independent contractor and would remain an independent contractor for the duration of our contract.

3.5 Background:

Millennium Strategies fully understands that the current Jersey City Administration is seeking to make every effort to maximize resources in the most cost effective and efficient way to deliver vital services and critical infrastructure improvements while preserving, enhancing, and building on what makes Jersey City such a desirable place to work and live. Our vast experience at all levels of government, intimate knowledge of Jersey City and surrounding communities, and the breadth of our success in accomplishing large scale and community-oriented projects have informed our comprehensive understanding of the business drivers behind the City of Jersey City strategy.

The staff at Millennium Strategies is extremely familiar with Jersey City. Our project team includes Stuart Koperweis, who spent time as the Chief of Staff to former Mayor Brett Schundler and the Executive Director of the Jersey City Economic Development Corporation. In addition, we presently serve as the grants consultant for two of Jersey City's neighbors the Cities of Bayonne and Hoboken. Our understanding of Jersey City is deep rooted and we feel confident that it would be unrivaled by other grant writers/firms.

Millennium also serves many communities that have provided our firm with experiences that make us uniquely qualified to provide grants services to Jersey City. We have served as the grant writers in Passaic, N.J. since 2008. Due to the urban nature of this community, we have been deeply involved with funding streams that benefit neighborhoods that are in need of revitalization or increased public safety. Millennium has worked closely with Passaic City officials to bolster its community. We have secured funding from entities such as the New Jersey Juvenile Justice Commission, Edward Byrne Memorial Justice Assistance Program and FEMA Hazard Mitigation Program. We have assisted the City in developing a strategy to upgrade an urban park that included four different funding streams from federal, state and private foundation sources, including Major League Baseball.

Millennium's experience as the grant writers in Passaic County has afforded Millennium the experience of working with an entity with a population of over 500,000 people. We have had the opportunity to work on large scale projects, such as securing federal funding to create an 18 mile intermodal path from one end of the County to another. We helped the County secure over 2 million dollars in grant funding in order to consolidate Home Energy and Weatherization Services under Passaic County government for the first time. When Paterson was struggling to create an effective prisoner re-entry program, they turned to the County for assistance. Millennium was able to secure federal planning dollars to help Passaic County work with the City of Paterson to develop a prisoner re-entry strategy.

3.6 Scope:

In order to provide comprehensive Grant Services to the City of Jersey City, Millennium Strategies has prepared the following scope of services. We believe this scope is all-encompassing and represents the most appropriate solution for the City of Jersey City in order to maximize funding eligibility and secure grant funding to advance priority projects across all departments of municipal government. This comprehensive approach addresses all gaps and ensures that Millennium will provide its full suite of services in delivering grant services to the City of Jersey City:

- Creation of strategic plan in the form of an organizational flow chart
- Review of prior grant procurement efforts and internal processes
- Provide recommendations for internal policies and procedures that streamline grant writing efforts
- Review previous grants awarded to recover funds
- Conduct follow-up support with legislative offices and community-based partners
- Weekly internal meetings of the Millennium Project Team
- One-month, intensive kick-off series of biweekly, daylong meetings to review existing grant structure
- Creation of grants database to track grant procurement efforts
- Research of all governmental and non-governmental funding opportunities that the City is eligible for
- Preparation, editing, compiling and submission of all grant applications authorized by the City
- Follow-up with granting agency's to review application status and debriefing of application review process
- Meetings with City staff, as required, within 48 hours' notice
- Development of partnerships with community-based entities to maximize funding available to the City and advance critical projects

3.7 Objectives:

In order to maximize the amount of grant funding awarded to Jersey City for critical projects and improve the internal grants management and administration process, Millennium proposes to work towards the following objectives for the duration of the contract period:

- *Millennium will centralize grant oversight and assist in the adoption of best practices for grants administration* for the City of Jersey City. Our project team will work closely with the Mayor and appropriate personnel to review current methods of grant procurement and formulate strategies for a more consistent, streamlined process that will increase the amount of funding awarded to the City. By utilizing our expertise and experience, we will make recommendations for appropriate, standardized policies and procedures for all of the City's future grant procurement efforts. We will create an organizational flow chart for all departments to follow in order to meet compliance requirements for successful grant applications. We will work diligently with the City to execute and implement a strategic plan to achieve the goals as set forth in the City's 6 year capital program, to develop templates of successful applications for future use, and to mentor departmental grant writers in all aspects of grant acquisition. Evaluation and assessment of current and future needs will be an ongoing process for the duration of the contract period.

- *Millennium will enhance the City's ability to identify and apply for grants* by working with the Administration to review the mission and functions of each individual department and other appropriate entities associated with the City. This process will help Millennium design goal-oriented strategies that will maximize grant eligibility and opportunities for funding. The City will receive detailed and frequent memoranda of potential funding opportunities, both governmental and non-governmental, that will include an explanation of the criteria for eligibility, recommendations as to the appropriate applicant, and an outline of the City's responsibilities in completing the grant application to produce the most competitive product for submission.

- *Millennium will increase the City's success rate at receiving grant awards* through an extensive research, preparation, and submission process for all available governmental and non-governmental funding applications pursued by the City. This will include all appropriate follow up for legislative and community-based support. Millennium will increase the amount of grants that are currently being applied for and will train staff to assist in the future preparation of grant opportunities. We will represent and advocate for the City with all appropriate legislative and governmental officials, private sector decision makers and their offices pertaining to grant services that Millennium undertakes on the City's behalf.

- *Millennium will improve the City's ability to process both previously awarded and new grant funding* by conducting a thorough and ongoing evaluation of the City's current and past funding efforts. This process will include necessary meetings with the Administration, department heads, supervisors and key personnel to determine past successes compared to future funding goals and to identify outstanding balances and the status of past grant awards. We will establish a tracking system to maintain a comprehensive grants database to ensure compliance with grant agreements and will assist external auditors, when necessary, in completing an annual audit of financial statements. Our first priority will be to recover any funding that is currently in jeopardy of being lost due to poor oversight or lack of administrative follow-up.

3.8 Project Approach:

If selected by the City of Jersey City, Millennium Strategies will take an innovative and comprehensive approach to providing grant services. We will use the considerable talents and expertise of our entire team. We

will utilize every aspect of our firm's full suite of services, including grant funding, economic development, hazard mitigation, non-profits, and local government services, to attain and administer all funding sought by the City. Furthermore, we propose to assign a Grants Manager to be on site in Jersey City for a minimum of 16 hours each week to develop the close, optimal working relationship that we at Millennium pride ourselves on with our clients to best achieve the City's objectives. By working with the administration, department heads, and key personnel, we will develop a strategic plan for each of the City's identified goals.

Our approach will be to focus on the priorities as determined by the City such as transportation planning and infrastructure, environmental planning, public safety, recreation, disaster recovery, economic development, workforce development, health and human services, and youth services. During the evaluation and strategic planning process, we will develop a list of key funding priorities for each category identified by the City of Jersey City. The final strategic plan, presented in the form of an organizational flow chart, will breakdown the approach to grant services by priority project. This chart will include prior grant procurement efforts undertaken by the City, linkages between priorities and previously available grant funding from public and private sources, identification of key personnel with detailed knowledge of the project, and anticipated funding programs that will help advance each priority project to completion.

In addition to working with City staff, we will also actively encourage and help foster partnerships with local and regional entities to expand the City's ability to provide services and maximize eligibility for grant funding. For example, in partnership with the Borough of Fort Lee and the Fort Lee Housing Authority, a registered 501(c)3, we were able to secure a $6,500 grant from the Ben Roethlisberger Foundation to purchase a new dog for the Fort Lee Police K-9 Unit. On a larger scale, the City of Hoboken was recently awarded a $105,000 grant from the United States Department of Homeland Security under the annual Port Security Grant Program. The two-year award will fund 75% of the cost of establishing a K9 Unit, including the purchase of a bomb detection dog, salary, equipment, supplies, food and training. The award will help the Hoboken strengthen joint operations with entities such as the New Jersey State Police, Hudson County Police and Port Authority of New York and New Jersey. These are the types of successful, joint efforts we would actively pursue for the City of Jersey City.

3.9 Project Organization:

The Millennium staff assigned to Jersey City and their qualifications to perform their assigned tasks are defined in section 3.13. The Millennium project team will be organized in the following way:

Ed Farmer- Project Team Leader - Approximately 30-40 hours a month – Ed will lead Millennium's service team and will ensure that stated goals and key deliverables are met. He will be present at weekly meetings with Millennium staff.

Chris Sprague – Grant Manager – Approximately 60- 80 hours a month – Chris will serve as Millennium's lead grant writer and administrator. He will work two days a week in Jersey City in a designated work space provided by Jersey City and will continue to work for the City as necessary when not on site.

Morgan Montano – Research Associate – Approximately 30-40 hours a month – Morgan will provide Jersey City with potential grant opportunities and will perform all research related tasks as assigned by Jersey City. She will be present at weekly meetings with Millennium staff and available as needed.

Sue Scavone – As needed – Sue will be involved with all matters pertaining to application and administration of disaster recovery funding.

Bernadette McPherson – As needed for governmental affairs activities.

Stuart Koperweis – As needed – Stuart will be available for consultation on all economic development activities.

John Hund – As needed – John's experience as a firefighter and successful track record securing federal funding for fire department funding will be utilized for fire and fire safety grants.

Consistent with the City of Jersey City's policies, Millennium will make every effort to involve Minority and Women Owned Business Enterprises, as appropriate, in the completion of stated project objectives.

3.10 Project Work Plan (-including project organizational, critical success factors and risk)

1. *Centralize Grant Management* - Millennium will commence a one month series of biweekly, day-long meetings with all relevant City officials. At this time, Millennium will clearly define the information needed from each participant in order to evaluate Jersey City's current grant operation and to develop a strategic plan for 2014, complete with an organizational flow chart for grant procurement. During this process, Administration officials will provide priority funding areas to help prepare a strategic, needs-based plan for procuring grant awards. This activity will be completed within one month from the beginning of the contract period and require the involvement of the entire Millennium project team as well as department heads and other key personal identified by the City.

2. *Create and Adopt Policies and Procedures* – Millennium will provide recommendations and guidelines for grant applications for various departments to follow, which will include an organizational flow chart inclusive of a review of past procurement efforts, anticipated funding programs and key personnel for each project prioritized by the City. Millennium will clearly define the grant process for each department head as well as all pertinent issues the City will focus upon in 2014. This activity will be completed within two months from the beginning of the contract period and require the entire Millennium project team as well as department heads.

3. *Create a Strategic Plan* – Millennium will create a Strategic Plan for grant research and funding to be pursued in keeping with the City's 6 year capital budget and other identified objectives. Millennium will prepare a 2014 strategic plan that will include funding strategies and identified grant opportunities. This activity will be completed within two months from the beginning of the contract period and require the entire Millennium project team and department heads and key personnel as identified by the City.

4. *Grant Recovery* – Millennium will identify outstanding grant awards made to the City and determine what funds remain available for open projects. This will be an ongoing activity that will require the involvement of Ed Farmer and Chris Sprague as well as key personnel with extensive knowledge of the City's previous grant procurement efforts.

5. *Database Generation* – Millennium will create and implement a grant administration tracking system to ensure compliance requirements are met in accordance with individual grant guidelines as established by the funding source. This will be completed within one month of the start of the contract period and be updated regularly for the duration of the City's relationship with Millennium. This activity will require the involvement of Ed Farmer and Chris Sprague, as well as departmental staff, as needed.

6. *Research Available Opportunities* – Millennium will research all available grant opportunities that support the City's priorities on an ongoing basis for the duration of the contract period. Grant summaries and detailed application breakdowns will be provided to key personnel as the City selects grant

opportunities that are consistent with their strategic plan. This will be an ongoing activity throughout the contract period and require the involvement of Ed Farmer, Chris Sprague and Morgan Montano.

7. *Complete Grant Writing* – Millennium will complete all grant applications, both presented by Millennium and identified by the City, in accordance with funding guidelines established by the granting entity, on a continuing basis for the duration of the contract period. This will be an ongoing activity for the duration of the contract period and require the involvement of the entire Millennium Team proposed for this relationship.

3.11 Key Dates and Deliverables:

Upon Award of Contract:

To execute the Project Work Plan in the swiftest and most effective way possible, upon award of contract, Millennium Strategies will coordinate a kick off meeting with the Administration and key personnel to review all available information regarding the City's current funding procurement efforts, pending and outstanding grants, existing policies and procedures, important dates and timelines for Mayor and Council actions including Council meeting dates, and the top priorities for funding. The latest and most up to date information on grant funding, that our research shows the City's eligible for, will be provided with all criteria and requirements clearly explained so applications can be prepared without delay.

Weekly:
On a weekly basis, as described previously herein, standing meetings with the Millennium Strategies Jersey City Project Team will take place with key personnel from both the City and Millennium staff. For a minimum of 16 hours a week, Grants Manager Chris Sprague will be on site to meet with department heads, key personnel, and complete grant applications.

Monthly:
On a monthly basis, the City of Jersey City will receive detailed memorandums of potential funding opportunities, governmental and non-governmental, that will include an explanation of the criteria for eligibility, recommendations as to the appropriate applicant, and the City's responsibilities in order to complete the grant application and produce the best possible product for submission. These monthly reports will also include updates on the implementation of the Project Work plan that will identify action items to ensure progress is being made towards the stated objectives.

Daily:
On a daily basis the City of Jersey City can expect the Millennium Strategies Jersey City Project Team to be in close communication in all forms with the Administration regarding new opportunities and ideas to achieve objectives. The Project Team will be available on an ongoing basis to address any issues or respond to questions as they arise.

Timeline for implementing Project Work Plan:

1. Centralize Grant Management
2. Create and Adopt policies and procedures for grant applications for various departments to follow which will include an organizational chart.
3. Create a Strategic plan for grant research and funding to be pursued in keeping with the 6 year capital budget and other identified objectives
4. Identify outstanding grant awards and determine what funds remain available for open projects.

5. Put in place a grant administration tracking system to ensure compliance requirements are met.

3.12 The City of Jersey City Responsibilities:

1. The City of Jersey City will be made aware on an ongoing basis of what is necessary for the implementation of the strategic plan to achieve the objectives herein and of what the requirements are for each grant application and the responsibilities of all parties in creating and submitting a successful application in a clear and timely manner.

2. The City of Jersey City will provide an adequate workplace for Millennium staff that includes access to wireless internet.

3. The City of Jersey City will make staff available to Millennium Strategies as requested.

4. The City of Jersey City will ensure that weekly meetings take place and that there is clear and defined leadership of the grant process from the City's perspective.

5. The City will provide a primary point of contact to Millennium that will help ensure that all City staff provide Millennium with the defined information and support our grant managers will need to execute our responsibilities.

3.13 Staffing:

As stated previously the expertise and experience of the entire Millennium Team will be at the disposal of the City of Jersey City during the course of our tenure. Jersey City will have a three person primary service team, but we believe that up to seven members of our staff will be active participants in providing service to Jersey City. Ed Farmer, Millennium's Founder and CEO will personally oversee Grant Services for Jersey City and will serve as Project Team Leader. To accomplish each phase of the outlined objectives herein, we propose to have a Grants Manager assigned on site in Jersey City for a minimum of 16 hours each week. Chris Sprague will serve in this capacity.

Chris earned a B.A. from Seton Hall University, where he majored in History and minored in Italian Language and English Literature. Following undergraduate studies, Chris continued his academic pursuits at Seton Hall's John C. Whitehead School of Diplomacy and International Relations, earning a Master of Arts degree with a specialized focus in the fields of Foreign Policy Analysis and International Security. Chris' professional background includes experience working abroad, an internship with a U.S. Senate office, and a graduate assistantship with the Whitehead School. Additionally, he published several articles on a range of contemporary international security topics during his tenure as a political correspondent with a New York-based media outlet. Chris has also been active in community programming at the local and regional levels for more than seven years, particularly working with disadvantaged teenagers. Through this work, he gained a deep appreciation for the importance of community-based initiatives and the need to seek funding from various sources to support them. Chris is one of Millennium's most senior grant managers and has over 3 years of grant writing experience. He has personally overseen our service provision in the City of Hoboken, as well our largest education initiatives and our largest community-based organization clients.

Morgan Montano will serve as the dedicated Grants Researcher for Jersey City. Morgan uses her keen legal skills to research new grant opportunities and to ensure compliance on sometimes complicated and confusing submissions. Morgan joined the team at Millennium Strategies full-time in November 2013 as Research Associate, where she is responsible for researching and organizing new grant opportunities, among other duties,

to help identify funding streams for a wide range of government, non-profit, private, and education clients. Prior to earning this position, Morgan served as a part-time grant writer for Millennium where she developed an expertise preparing Department of Justice grants and grants related to hazard mitigation and Sandy relief. Prior to her work at Millennium, Morgan prosecuted financial crimes with the Ocean County Prosecutor's Office, clerked for Superior Court Judges, served as a court-appointed mediator for small claims cases, and has volunteered hours of pro bono legal work. Morgan obtained her Juris Doctorate with high honors from Florida Coastal Law and her Bachelor of Arts in political science from Caldwell College.

Further, we propose weekly standing meetings with the Administration and appropriate City Departments and from the Millennium Team which will always include Project Team Leader Ed Farmer, Grants Manager Chris Sprague, and Grants Researcher Morgan Montano. Weekly meetings and others, as necessary, will allow us to develop and execute the strategic plan to achieve the objectives that Jersey City seeks. We will quickly establish a close working relationship with key personnel and build on the existing and extensive knowledge we have of the City of Jersey City.

In addition to the primary service team, Millennium has the capacity to ensure that every project assigned will be completed in a timely and efficient manner. In addition to Chris, we have four more grant managers that will be available to assist the City, if needed. Our leadership team consists of individuals who we believe will have a direct impact on the regular grant service that Millennium provides to Jersey City. Those individuals include:

Susan Scavone, Principal – Sue is an expert in the complicated process of FEMA Hazard Mitigation Grants, having secured over $30 million in vital funding for the clients we serve. Her expertise also includes guiding crucial projects through the New Jersey Department of Environmental Protection Blue Acres Program and the U.S. Department of Housing and Urban Development Disaster Recovery program. Jersey City is currently feeling the after effects of Superstorm Sandy as New Jersey's largest urban center to feel the direct impact of the storm. Sue can ensure the City receives the maximum resources where they are needed.

Stuart Koperweiss – Senior Vice President of Economic Development and Revitalization- Prior to joining Millennium Strategies, Inc., Stuart was owner of his consulting firm, S3X Associates, LLC; where he represented numerous Special Improvement Districts and other economic interests throughout the State of New Jersey. He was also Director of Government/Corporate Relations for Downtown New Jersey, Inc. (DNJ) a state wide organization working with central business districts across the state. Prior to forming his own company, Stuart served in the administration of Mayor Bret Schundler of Jersey City as Chief of Staff. The following year he moved to the Jersey City Economic Development Corporation as President; bringing the corporation from a $1.3 million operation to a $34 million entity. Stuart's knowledge of the City as well as his economic development planning experience will let Millennium Strategies provide Jersey City will valuable economic development support.

Bernadette McPherson – Senior Vice President of Business Development and Marketing – Bernadette served as an elected official in various capacities for 12 years including the highest levels of Bergen County government. In 1999, Bernadette was first elected to office as a Councilwoman in Rutherford, New Jersey. She went on to serve as the Mayor of Rutherford from 2000 to 2007. As a member of the Bergen County Board of Chosen Freeholders from 2003 to 2011, Bernadette served as Chairwoman in 2004 and 2005 and chaired the Law and Public Safety Committee from 2004 to 2010. In the course of her career, she has been both a member of the Electoral College in 2004 and the Department of Community Affairs Committee on Governor Jim McGreevey's Transition Team in 2001

John Hund – John has over thirty years of experience in fire and emergency services as both a volunteer and career responder. He currently serves as a career Fire Captain. John is an accomplished grant writer and has been very successful in fire related grant procurement efforts. He has also been a member of Congressman

Pascrell's Public Safety Advisory Committee, and also served as a Legislative Aide in the NJ 36th Legislative District office for three years. John also serves as the Editor of the FMBA BULLETIN, a monthly magazine produced by the NJ FMBA. He earned his B.A. in Business at Fairleigh Dickinson University and is currently pursuing a Master's Degree in Public Administration.

3.14 Assumptions:

Millennium Strategies assumes for the purposes of this response that the City of Jersey City would view favorably the assignment of Grants Manager Chris Sprague on site for a minimum of 16 hours a week.

Millennium Strategies assumes that the City of Jersey City will provide the necessary staff and requested information in order for Millennium to adequately perform its stated duties.

3.15 Timing and Fees:

Millennium Strategies proposes to provide our services for $140,000 for 12 month period with a monthly retainer payable on the 15th of each month. Our fees include all travel time and expenses as well as attendance at all designated meetings. There are no hidden costs associated with our fee structure and our contract provides for a mutual 14 day opt out. Millennium Strategies will enter into a contractual relationship with the City of Jersey City as an independent contractor and would remain an independent contractor for the duration of our contract.

3.16 Appendices/Other: Firm Overview including references.

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Company Profile

Millennium Strategies, LLC is a grant writing and economic development firm with experience securing grants from a variety of public and private sources. We can help revitalize local downtowns with a number of economic development tools including Special Improvement Districts and feasibility studies. Additionally, we aggressively seek alternative financial options and private funding for our clients' projects. Throughout the entire process, our clients are kept up to date on every applicable opportunity available in funding and economic development initiatives.

In a climate of shrinking tax bases, aging infrastructure and reduced funding opportunities, your organization needs to separate itself from the competition. We offer you a professional results-oriented approach to put your grant application ahead of the pack and capitalize on the funding opportunities available.

Our services include:

- **Grant Writing**
- **Grant Administration**
- **Grant Recovery**
- **Emergency Management Disaster Recovery & Sustainability**
- **Economic Development & Revitalization**

We strive to deliver our clients alternative funding streams to move your community, organization, and business forward. Collectively, our team shares over 25 years of service in the public sector at the highest levels of local, county, state, and federal governments. We understand how the system works and can leverage our experience to address your community's needs. Each client is given individual attention to identify local projects, determine the best sources of funding, and aggressively tap divergent resources to complete your projects.

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Company Services

Millennium Strategies can provide your organization with complete grant writing and economic development services.

Grant Writing

- Evaluation of your current funding and procurement efforts including necessary meetings with key staff to determine past successes and future funding goals.
- Creation and implementation of a strategic plan – we set up realistic goals based on past performance and future opportunities for the calendar year.
- Notification of all available governmental and private funding opportunities. You will receive detailed memoranda of potential funding opportunities with an explanation of what our team will do and what your responsibilities will be moving forward.
- Attendance at meetings with key staff in your organization with 24-hour notice. Our team is hands on working with your staff – as part of your administrative team – to get the job done.
- Administration and recovery of grants. This includes making sure you are properly disbursing grant awards and spending the money already received in accordance with guidelines.

Our team strives to keep you informed of all potential funding opportunities and develops a strategic plan to ensure success. From start to finish, we put together a plan to best fit the needs of your organization and promote its goals and objectives.

Emergency Management Disaster Recovery & Sustainability

- Initial evaluation of recovery and mitigation efforts – this process includes necessary meetings with key personnel at the local, county, state and federal levels to obtain necessary data for the grant which can include local sub-grant mitigation projects.
- The creation and implementation of a strategic plan in coordination with all available state, federal and charitable disaster recovery funding opportunities.
- Research, preparation, submission and all appropriate follow up including appropriate legislative support of all available governmental and non-governmental disaster recovery funding applications.
- Representation with all appropriate legislative and governmental officials and their offices pertaining to hazard mitigation disaster recovery funding procurement services that Millennium undertakes on your behalf.

Our team provides complete FEMA Hazard Mitigation and Disaster Recovery research and grant writing services. Millennium Strategies has been working with the FEMA HMGP since

2009 and has procured additional funding for projects through NJ DEP Blue Acres Program and the US Department of Housing and Urban Development Disaster Recovery Program.

Economic Development & Revitalization

- Economic Feasibility Studies
- Special Improvement District (SID) creation
- SID management
- Economic Revitalization Plans
- Economic Development Corporations

In conjunction with our grant services portfolio, we offer a deluxe package to bring new investment into your community, develop an economic model and attract new businesses that adds to your tax base and reduces your dependence on residential property taxes. We make sure you are taking advantage of the incentives that exist for local governments that cut the red tape, provide tax-exempt bond financing, loans, capital and tax incentives.

I. *Grant Writing*

Applying for a grant at any level of government or philanthropic foundation can be a tedious and time-consuming process. Your organization needs a team in place that knows what grants to apply for, knows how to bring all of the relevant information together and can work with your staff to make the process a success. Millennium Strategies knows the process. We find the grants and guide you through the process step-by-step, developing a plan to accomplish your goals. Our team puts together a comprehensive strategy to address short-term goals and needs, as well as a long-term approach to keep your organization moving in the right direction. In a climate of shrinking tax bases, aging infrastructures and reduced funding opportunities, your organization needs to separate itself from the competition. We offer you a professional results-oriented approach to put your grant application ahead of the pack and capitalize on the funding opportunities available.

II. *Grant Administration*

Often, grant awards come with specific requirements and procedures to follow. If your organization or municipality doesn't follow these requirements, the money could be lost. Millennium Strategies can administer these grant awards – either by undertaking the entire process from the beginning – or coming in after the fact and making sure the funds are being properly disbursed. In New Jersey, this is most common with natural disasters and Federal Emergency Management Agency (FEMA) awards. Our team takes your municipality through the grant process to ensure you are receiving a maximum award and properly spending the funds once they are distributed. In New Jersey we continue to see an uptick in natural disasters including flooding, tropical storms, and blizzards. Millennium Strategies is experienced with the FEMA process and has a track record of securing the necessary

funding to cover the costs from these disasters without adding an additional burden on local taxpayers.

III. *Grant Recovery*

Often a municipality is awarded a grant but is either not spending the money, or not spending the money properly. Not only does this hurt future chances to secure grant opportunities, it also is a lost resource for your community. Millennium Strategies can make sure you are properly disbursing grant awards and spending the money already received in accordance with guidelines. Our team works with you to figure out how the money was received, what needs to be done to properly disperse the funds, and how these practices can be reformed moving forward.

IV. Emergency Management Disaster Recovery & Sustainability

In times of disaster, municipalities must have the ability to access every available source of funding in order to expedite the recovery process. The overall process can be difficult to manage and there is an inherent risk associated with tackling this multi-faceted task.

Millennium Strategies has a proven track record of successfully procuring adequate funding for public and not-for-profit entities in their time of need and guiding the successful administration of these complex funding streams. Our seasoned staff evaluates our clients' existing needs and leads all discussion with state and federal officials to organize an appropriate response and mitigation effort. We take the lead in creating and implementing a strategic plan for mitigation through all available disaster recovery grants. This service includes all research, preparation, submission and follow-through for every targeted funding opportunity available.

Although there are many major disaster recovery programs, Millennium Strategies has the know-how and hands-on experience to get your municipality the adequate level of funding it needs. Specifically, the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program, NJ Department of Environmental Protection Blue Acres Grant Program, and US Department of Housing and Urban Development Disaster Recovery Program are all utilized as vehicles for disaster recovery and mitigation on a variety of levels. Over the last three years, our firm has provided the lead in procuring roughly $30 million in mitigation funding for our clients.

V. *Economic Development & Revitalization*

In growing and maintaining local economies, municipalities in New Jersey need two main characteristics: strong cooperation with private businesses and a long-term plan to utilize incentive packages offered by state and federal agencies. Millennium Strategies' team has over 20 years of experience in establishing these public/private partnerships – including improvement districts, economic development corporations, transit orientated

developments, and enterprise zones. We forge partnerships within local business communities allowing them to drive the revitalization of their community.

Creating a ***Special Improvement District*** is the simplest and most productive public/private option available to municipalities in New Jersey. It is an organizational and financial tool that makes business owners in the community the driving force in establishing an identity for their downtown. Benefits include:

- Creating a cohesive unit that can develop a long-term strategy for economic growth
- Recruiting and retaining businesses in the community
- Driving economic growth and creating job opportunities
- Addressing quality of life issues including sidewalk repair and graffiti removal

We can bring you step-by-step through the approval process and act as a liaison with your local government and the stakeholders in the community. Additionally, Millennium Strategies offers a host of economic development services including feasibility studies and other public/private partnerships to revitalize your local economy.

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Ed Farmer | CEO & PRESIDENT

Ed served as Chief of Staff to Congressman Bill Pascrell, Jr. (N.J.-8) for seven years. As the highest-ranking member of the team, Ed was responsible for oversight of all facets of the Congressman's offices in Washington, D.C. and New Jersey. Congressman Pascrell's assignments on the House Transportation and Infrastructure Committee and the House Committee on Homeland Security have given Ed the institutional knowledge and access needed to fully serve New Jersey's municipal and county governments, private sector entities, as well as non-profit agencies and hospitals. In addition, Ed served as Chairman of the Board at Passaic County Community College.

At Millennium, Ed specializes in shepherding critical projects to completion with New Jersey Transit and the state and federal transportation departments. Through his vast wealth of experience, Ed has forged strong and lasting contacts with leaders throughout the State of New Jersey and beyond.

Susan M. Scavone | PRINCIPAL

Sue has more than 20 years of experience in public outreach, grant writing, and governmental affairs. She has served in the administration of Governor James J. Florio, on the staff of several members of the New Jersey Senate and Assembly and in Essex County government. Prior to joining Millennium Strategies, Sue served as President of SMS Consulting Services, Inc. for ten years, where she provided governmental relations, grant procurement, and consulting services to both private and public sector clients.

Sue is in charge of Millennium's day-to-day grants management and operations. Her background in local, county and state government has enabled her to communicate with

lawmakers and apply her knowledge of public funding processes to match each client's specific needs. Sue specializes in initiating projects on behalf of her clients, obtaining needed approvals, permits, grants and available financing and navigating each venture through the many layers of bureaucracy.

Ms. Scavone is an expert in the complicated process of FEMA Hazard Mitigation Grants, having secured over $20 million in vital funding for the clients we serve. Her expertise also includes guiding crucial projects through the New Jersey Department of Environmental Protection Blue Acres Program and the U.S. Department of Housing and Urban Development Disaster Recovery program. Sue can ensure your community receives the maximum resources when they are needed.

Stuart Z Koperweis | SENIOR VICE PRESIDENT, ECONOMIC DEVELOPMENT & REVITALIZATION

Prior to joining Millennium Strategies, Inc., Stuart was owner of his consulting firm, S3X Associates, LLC; where he represented numerous Improvement Districts and other economic interests throughout the state of New Jersey. He was also Director of Government/Corporate Relations for Downtown New Jersey, Inc. (DNJ) a state wide organization working with downtowns. He has provided marketing and business development for Hudson County Community College's Certificate Program, and served as an adjunct professor for Fairleigh Dickinson University.

In his new capacity at Millennium Strategies, Stuart brings with him a valuable combination of both public and private sector experiences regarding economic growth, revitalization and development. He has been instrumental in developing alliances and partnerships with numerous statewide organizations; as well as assisting both municipal governments and private corporations from New York to Colorado utilizing the moniker "making public/private partnerships simple".

From the effective formation of Special Improvement Districts (SID), Urban Enterprise Zone (UEZ) programs, Economic Development Corporations (EDC); Transit Oriented Development (TOD) impact studies, and progressive economic incentive programs — embodied in the Holistic Urban Building (HUB) approach — Stuart's expertise can be seen all across the State of New Jersey.

Prior to forming his own company — S3X Associates, LLC, Stuart served in the administration of Mayor Bret Schundler of Jersey City as Chief of Staff. The following year he

moved to the Jersey City Economic Development Corporation as President, bringing the corporation from a $1.3 million operation to a $34 million entity, responsible for the meteoric growth of "America's Golden Door: Jersey City."

Bernadette McPherson, Esq. | SENIOR VICE PRESIDENT OF MARKETING & BUSINESS DEVELOPMENT

Bernadette P. McPherson, Esq. is the Senior Vice President of Marketing and Business Development for Millennium Strategies. In this role, Bernadette coordinates the firm's marketing, streamlines business development efforts, and applies her expertise of local and county governments to better serve our current roster of clients. She is instrumental in marketing Millennium Strategies to prospective governments, non-profits, and corporations. Additionally, she adds invaluable counsel with her expertise and experience in local and county government.

Bernadette was born in Philadelphia, Pennsylvania and was awarded a Bachelor of Arts in Political Science and English Magna Cum Laude from La Salle University in 1983. She attended Seton Hall Law School and received her Juris Doctorate from Temple University School of Law in 1986.

In 1999, Bernadette was first elected to office as a Councilwoman in Rutherford, New Jersey. She went on to serve as the Mayor of Rutherford from 2000 to 2007. As a member of the Bergen County Board of Chosen Freeholders from 2003 to 2011, Bernadette served as Chairwoman in 2004 and 2005 and chaired the Law and Public Safety Committee from 2004 to 2010. In the course of her career she was a both a member of the Electoral College in 2004 and the Department of Community Affairs Committee on Governor Jim McGreevey's Transition Team in 2001.

She is an Adjunct Assistant Professor at John Jay College of Criminal Justice in the Law and Police Science Department. In 2012, Bernadette was the Co-Chairwoman and Director for Outreach and Operations of Congressman Bill Pascrell's successful campaign for reelection in New Jersey's 9th District. She remains active in politics and currently serves as the Legislative District 36 Chairwoman for the Democratic Committee of Bergen County.

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Christopher Sprague | GRANTS MANAGER

Chris earned a B.A. from Seton Hall University, where he majored in History and minored in Italian Language and English Literature. Following undergraduate studies, Chris continued his academic pursuits at Seton Hall's John C. Whitehead School of Diplomacy and International Relations, earning a Master of Arts degree with a specialized focus in the fields of Foreign Policy Analysis and International Security.

Chris' professional background includes experience working abroad, an internship with a U.S. Senate office, and a graduate assistantship with the Whitehead School. Additionally, he published several articles on a range of contemporary international security topics during his tenure as a political correspondent with a New York-based media outlet. Chris has also been active in community programming at the local and regional levels for more than seven years, particularly working with disadvantaged teenagers. Through this work, he gained a deep appreciation for the importance of community-based initiatives and the need to seek funding from various sources to support them.

David Jenkins | GRANTS MANAGER

Prior to joining the Millennium Strategies team, Dave served as Chief of Staff to Assemblyman Joseph Cryan during his tenure as a member of the powerful Assembly Budget Committee, Chairman of the Assembly Education Committee, Chairman of the New Jersey Democratic State Committee, and Majority Leader of the New Jersey General Assembly.

During this span of time, he was responsible for developing and drafting sponsored legislation, managing office and constituent communications, acting as a liaison to elected officials at all levels of government, and advising Assemblyman Cryan on issues of local and statewide importance.

A graduate of Elon University in North Carolina, his professional experience also includes an internship working with a London-based political think tank that focused on democratic renewal and popular participation in politics. Dave brings a unique insight and professional

experience to assisting clients in reaching their goals and capitalizing on funding opportunities available.

Alixon Collazos Gill | GRANTS MANAGER

In her role as a Grants Manager for Millennium Strategies, Alixon is responsible for research, communication and writing grants for the firm's public sector clients. Alixon works directly with municipalities to understand and identify the clients' individual needs and unique make up.

Prior to joining Millennium Strategies, Alixon served as the Director of Constituent Services for Congressman Steven Rothman, where she managed and supervised the casework staff and communications to Federal, State and Local government agencies. In addition, Alixon served as the Hispanic outreach liaison.

Alixon obtained her B.A. from Rutgers University with a double major in Sociology and Latin American Literature.

Peter Blanos | GRANTS MANAGER

Peter joined the team at Millennium Strategies in 2011 as Research Associate. Now, serving as a Grants Manager, Peter manages a portfolio of public and private clients to meet their fundraising needs. During his undergraduate studies, Peter interned for United States Senator Robert P. Casey, as well as former United States Congressman Joseph Sestak, where he obtained hands-on experience within the federal government system working on campaigns and leading community service initiatives.

Peter graduated from the University of Scranton with a B.S. in Political Science.

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Morgan Montano, Esq. | RESEARCH ASSOCIATE

Morgan joined the team at Millennium Strategies full-time in November 2013 as Research Associate, where she is responsible for researching and organizing new grant opportunities, among other duties to help identify funding streams for a wide range of government, non-profit, private, and education clients. Prior to earning this position, Morgan served as a part-time grant writer for Millennium where she developed an expertise preparing Department of Justice grants and grants related to hazard mitigation and Sandy relief.

Prior to her work at Millennium, Morgan prosecuted financial crime with the Ocean County Prosecutor's Office, clerked for Superior Court Judges, served as a court-appointed mediator for small claims cases, and has volunteered hours of pro bono legal work.

Morgan obtained her Juris Doctorate with high honors from Florida Coastal Law and her Bachelor of Arts in political science from Caldwell College.

Barbara Henniger | ACCOUNT EXECUTIVE

Barbara "Bobbi" Henniger recently joined Millennium Strategies, bringing extensive experience in historic preservation, non-profit administration, land use issues, and municipal governance. She holds a B.S. in Historic Preservation from Roger Williams University and has 20 years experience in historic sites, museum administration, municipal boards and historical commissions, as well as experience with a National Trust Main Street program.

Bobbi has been a member of the Monmouth-Ocean Development Council's Economic Development Committee. She works in Millennium's Economic Development & Revitalization Division, responsible for the daily operations of Special Improvement Districts in support of the established and forthcoming programs.

Her responsibilities include supporting fiscal management by maintaining the financial books and preparing payroll. She also holds expertise in maintaining SID archives, working

files and employee records, supervising, and directing the subordinate employees. She will be acting as the every day "face" of SIDs to stakeholders and organizing the on-going SID programs and special events.

Lisa Martinez | OFFICE MANAGER

Lisa served as Field Director and Scheduler for Congressman Bill Pascrell, Jr. (N.J.-8) for nine years. In this critical position, Lisa was responsible for maintaining the Congressman's New Jersey schedule and managing all community outreach activities for the congressional office. She strategically coordinated field activities with the Congressman's legislative agenda and administered government relations issues with all state and local entities.

Lisa has an extensive knowledge of the federal government and enjoys an excellent reputation and track record for her work on projects in the public and private sector. Her organizational skills have helped Millennium become and industry leader and one of the fastest growing government affairs firms in New Jersey.

MILLENNIUM
STRATEGIES

Client Roster

Alcatel Lucent
City of Bayonne
Bayonne Economic Opportunity Foundation
County of Bergen
Bloomfield Center Alliance
Township of Bloomfield
Borough of Carlstadt
Carteret Board of Education
Township of Cranford
Town of Dover
Deep Foods, Inc.
Borough of Edgewater
City of Englewood
Essex County Vocational Technical Schools
Fairview Board of Education
Borough of Fanwood
Borough of Fort Lee
City of Garfield
City of Hackensack
Borough of Haledon
Borough of Hopatcong
HOPES Community Action Partnership, Incorporated
Keensburg Borough
Key Properties
Keyport Bayfront Business Cooperative
Lacey Township
City of Lambertville
Lambertville Fire Department
Township of Middletown (PA)
Borough of Moonachie
National Network of Digital Schools (PA)
Borough of North Arlington
Borough of Northvale
Township of Nutley
Borough of Oakland
Borough of Oceanport
Ocean Grove Camp Meeting Association
City of Orange Township
Borough of Paramus
City of Passaic
County of Passaic
Paterson Parking Authority
Paterson Restoration Corporation
Borough of Pompton Lakes
Prismatic Development Corporation
Sacred Heart Hospital (PA)
Township of Sparta
Borough of Stanhope
Sussex County Community College
Borough of Totowa
County of Union
Township of Union
Borough of Wallington
Borough of Woodland Park
WNYC – New York Public Radio (NY)

MILLENNIUM
STRATEGIES

References

Dr. Joseph Scarpelli
Commissioner - Township of Nutley 1 Kennedy Drive Nutley, NJ 07110 (973) 284-4958

Steven Lolacono
City Manager, City of Hackensack 65 Central Avenue Hackensack, NJ 07006 (201) 646-3901

Mayor Sylvia Petillo
Borough of Hopatcong 111 River Styx Road Hopatcong, NJ 07843 (973) 770-1200

Greg Franz
Business Administrator, Borough of Edgewater 916 River Road Edgewater, NJ 07020
(201)943-1700 Ext.3131

Steve Marks
Assistant Business Administrator, City of Hoboken 94 Washington Street Hoboken, NJ 07030
(201)420-2059

Anthony DeNova
County Administrator, County of Passaic 401 Grand Street Paterson, NJ 07505 (973) 881-4405

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

City Clerk File No. Res. 14.070

Agenda No. 10.Z.7

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA, AND DORIA, CERTIFIED PUBLIC ACCOUNTANTS TO CONDUCT THE ANNUAL AUDIT OF FINANCIAL STATEMENTS AND STATE GRANT PROGRAMS FOR CALENDAR FISCAL YEAR 2014

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

WHEREAS, pursuant to N.J.S.A. 40A:5-4 *et seq.*, the City is required to perform an annual audit of Financial Statements and Federal and State Grant Programs; and

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

WHEREAS, the proposal submitted by Donohue, Gironda, and Doria, Certified Public Accountants satisfies the City's requirements; and

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

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

WHEREAS, Donohue, Gironda, and Doria, Certified Public Accountants has completed and submitted a Business Entity Disclosure Certification which certifies that Donohue, Gironda, and Doria, Certified Public Accountants 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 Donohue, Gironda, and Doria, Certified Public Accountants from making any reportable contributions during the term of the contract; and

WHEREAS, Donohue, Gironda, and Doria, Certified Public Accountants has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Donohue, Gironda and Doria, Certified Public Accountants has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008; and

WHEREAS, funds in the amount of $200,000.00 are available in Account No. 01-201-20-135-312; and

WHEREAS, Donohue, Gironda, and Doria, Certified Public Accountants has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

WHEREAS, the total contract amount is not to exceed $299,000; and

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

City Clerk File No. Res. 14.070

Agenda No. 10.Z.7 JAN 29 2014

TITLE:

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached with Donohue, Gironda, and Doria, Certified Public Accountants for providing an annual audit of Financial Statements and Federal and State Grant Programs for a contract term of one (1) year ending commencing on January 1, 2014 and ending on December 31, 2014 for a total contract amount not to exceed $299,000;

2. The award of this contract shall be subject to the condition that Donohue, Gironda, and Doria, Certified Public Accountants, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*; and

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

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar fiscal year permanent budget.

5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

6. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award.

I hereby certify that funds in the amount of $200,000.00 are available in Account No.: 01-201-20-135-312.

Donna Mauer

Donna Mauer, Chief Financial Officer

APPROVED: Donna Mauer, CFO

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSTAIN			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	ABSTAIN		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RES. 14.070

DETERMINATION OF VALUE CERTIFICATION

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

1. I am the Chief Financial Officer for the City of Jersey City (City) and have knowledge of the goods and services that the City needs.

2. The City requires the service of an accounting firm to conduct the annual audit of financial statements and State grant programs for calendar fiscal year 2014.

3. Donohue, Gironda and Doria, Certified Public Accounts are qualified to perform these services and submitted a proposal dated December 23, 2013 indicating that it will perform these services for a sum not to exceed $299,000.00.

4. The Chief Financial Officer's recommendation is to award the contract to Donohue, Gironda and Doria, Certified Public Accounts.

5. The contract term shall be one year commencing on January 1, 2014.

6. The estimated amount of the contract exceeds $17,500.00.

7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: January 21, 2014

Donna Mauer

Donna Mauer, Chief Financial Officer

PROPOSAL
Presented in responses to the

CITY OF JERSEY CITY
REQUEST FOR PROPOSAL DATED DEC. 23, 2013

ACCOUNTING SERVICES:
ANNUAL AUDIT OF FINANCIAL STATEMENTS
AND FEDERAL AND STATE GRANT PROGRAMS

PROJECT:
Accounting Services:
Annual Audit of Financial Statements and Federal and State Grant Programs

NAME OF PROPOSING FIRM:
Donohue, Gironda & Doria,
Certified Public Accountants
310 Broadway
Bayonne, New Jersey 07002
Telephone: (201) 437-9000
Fax: (201) 437-1432

ENGAGEMENT PARTNER:
Frederick J. Tomkins, CPA RMA
fjt004@aol.com
Telephone: (201) 437-9000
Fax: (201) 437-1432

PRIMARY CONTACT:
Robert A. Gironda, CPA
bgironda@dgdcpas.com
Telephone: (201) 437-9000
Fax: (201) 437-1432

DONOHUE, GIRONDA & DORIA

Certified Public Accountants

Proposal for Accounting Services:

Annual Audit of Financial Statements and Federal and State Grant Programs

For The CITY OF JERSEY CITY

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CITY OF JERSEY CITY

PROJECT: Accounting Services

RESPONDENT: Donohue, Gironda & Doria, CPA's
310 Broadway, Bayonne, NJ 07002

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized	RG	
B. Public Disclosure Statement	RG	
C. Mandatory Affirmative Action Language	RG	
D. Americans with Disabilities Act	RG	
E. MWBE Questionnaire	RG	
F. Affirmative Action Compliance Notice	RG	
G. Employee Information Report	RG	
H. Business Registration Certificate	RG	
I. Original signature(s) on all required forms.	RG	
J. Certification of Compliance with the City's Pay to Play Ordinance	RG	

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Robert A. Gironda, CPA

of the firm of Donohue, Gironda & Doria, *Certified Public Accountants*

the bidder making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; and 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)
Robert A. Gironda, CPA

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 2 Day of JANUARY OF 20 14

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Lorraine Benacchio

NOTARY PUBLIC OF
MY COMMISSIN EXPIRES: 20

LORRAINE BENACCHIO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXP. JAN. 23, 2015

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

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded by 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%) of greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Frederick J. Tomkins	675 Raritan Road, Unit 11 Clark, NJ 07066	33 1/3%
Robert A. Gironda	8 Bloomfield Avenue Edison, NJ 08837	33 1/3%
Robert G. Doria	30 West 13th Street Bayonne, NJ 07002	33 1/3%

SIGNATURE: _____
Robert A. Gironda, CPA

TITLE: Partner

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY 2ND Day of JANUARY OF 20 14

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Lorraine Benacchio

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 20 .

LORRAINE BENACCHIO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXP. JAN. 23, 2015

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

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

Goods, Professional Services and General Service Contracts
(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 non-discrimination 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 that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Robert A. Gironda, CPA

Representative's Signature:

Name of Company: Donohue, Gironda & Doria, CPA's

Tel. No.: (201) 437-9000 **Date:** January 2, 2014

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

The contractor and the __City_____ of ___Jersey City_____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act")*(42 U.S.C. S121 01* et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

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

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

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

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

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

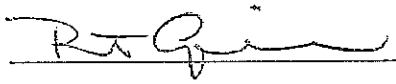
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

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

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

Representative's Name/Title (Print): Robert A. Gironda, CPA

Representative's Signature: 

Name of Company: Donohue, Gironda & Doria, CPA's

Tel. No.: (201) 437-9000 **Date:** January 2, 2014

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises. To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your proposal.

Business Name: Donohue, Gironda & Doria, CPA's

Address: 310 Broadway, Bayonne, NJ 07002

Telephone No.: (201) 437-9000

Contact Name: Robert A. Gironda, CPA

Please check applicable category:

_____ Minority Owned _____ Minority & Woman Owned

_____ Woman Owned ___X___ 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 Island.

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 the 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: Donohue, Gironda & Doria, *Certified Public Accountants*

SIGNATURE: _____ DATE: Jan. 2, 2014

PRINT NAME: Robert A. Gironda, CPA TITLE: Partner

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 10001

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

RENEWAL

15-APR-2013 to 15-APR-2020

DONOHUE, GIRONDA & DORIA, CPA'S
310 BROADWAY
HUDSON NJ 07002

Andrew P. Sidamon-Eristoff
State Treasurer

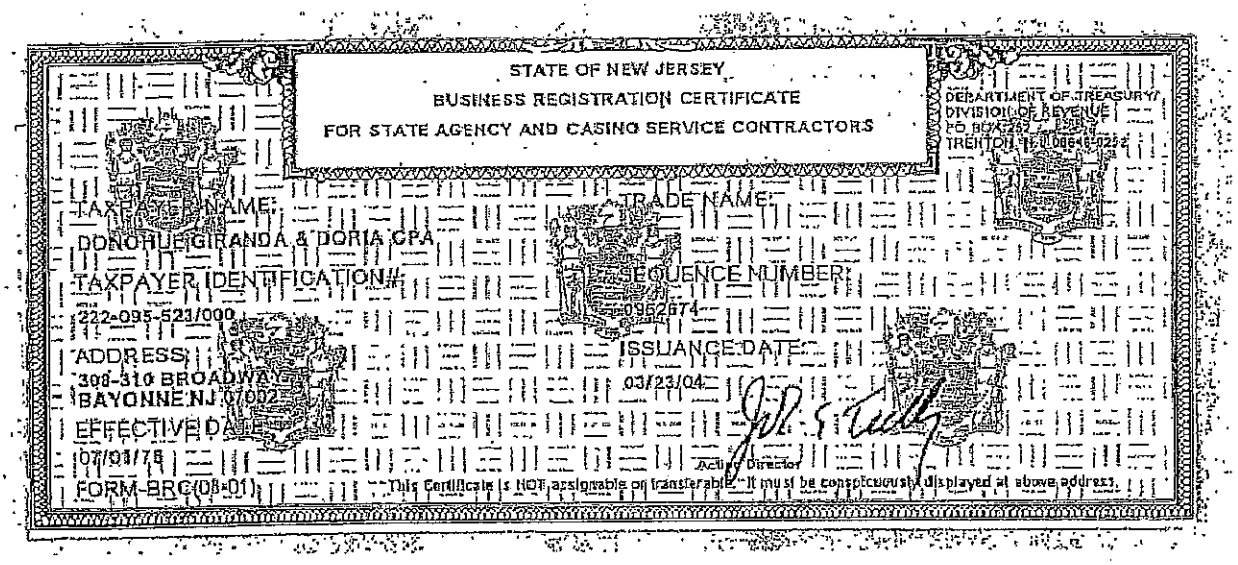
BUSINESS REGISTRATION LANGUAGE
Refer to http://www.state.nj.us/treasury/revenue/busregcert.htm
P.L. 2004, c. 57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION LANGUAGE

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

"New Jersey Business Registration Requirements"
The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

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

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


STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
TAXPAYER NAME:
DONOHUE GIRANDA & DORIA CPA
TRADE NAME:
TAXPAYER IDENTIFICATION #:
222-095-523/000
SEQUENCE NUMBER:
0962874
ADDRESS:
308-310 BROADWAY
BAYONNE NJ 07002
ISSUANCE DATE:
03/23/04
EFFECTIVE DATE:
07/01/78
Acting Director
FORM-BRC (08-01)
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

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 Donohue, Gironda & Doria, *Certified Public Accountants* has not made any reportable contributions in the **one-year period preceding January 15, 2014 (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 and that would bar the award of this contract. I further certify that during the term of the contract Donohue, Gironda & Doria, *Certified Public Accountants* 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: Donohue, Gironda & Doria, *Certified Public Accountants*

Signed: Title: Partner

Print Name: Robert A. Gironda, CPA Date: January 2, 2014

Subscribed and sworn before me
This day 2 of JAN, 2014.

(Affiant)

My Commission expires:

LORRAINE BENACCHIO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXP. JAN. 23, 2015

(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.

EXECUTIVE SUMMARY

Our firm, Donohue, Gironda & Doria, *Certified Public Accountants*, is located in Hudson County and has extensive local roots. Raised in the City of Jersey City or surrounding towns, our principals have a strong vested interest in the community, which is evidenced by their membership on various volunteer committees and not-for-profit organizations throughout the County. Many of our employees continue to reside in the County, and we continue to utilize Jersey City colleges as sources for interns and full-time employees. Staff to be assigned to the Jersey City audit includes personnel, from partners to staff, who also have experience working with the now Big Four accounting firms, as well as international corporations, which enables our firm to provide the City with a world-view in combination with our local knowledge and interests.

It is our understanding Jersey City is searching for qualified Certified Public Accountants (CPA) and Registered Municipal Accountants (RMA) to perform the City's "Annual Audit of Financial Statements and Federal and State Grant Programs" pursuant to N.J.S.A. 40A:5-4 et seq., to review the City's Annual Financial Statement, Annual Debt Statement and Municipal Budget and to attend meetings with Administration Department staff and management for the fiscal year ended December 31, 2013.

Jersey City has a population of approximately 250,000 residents, which is rivaled by only one other municipality in the State. An audit for an entity the size of Jersey City requires unique skills, knowledge and experience in terms of audit planning, staffing, and entity understanding in order to properly assess risks and identify appropriate audit procedures. As current and former auditors of Jersey City, our firm has demonstrated that we possess that necessary experience.

More than half of our firm's 29 employees are Certified Public Accountants, including three Registered Municipal Accountants. No full-time employee has been with our firm less than five years. The technical knowledge and experience of our staff enables us to assess and modify our audit procedures annually and rotate audit staff into different audit areas to make certain our clients, such as Jersey City, annually receive an audit with the necessary changes, fresh perspectives and elements of surprise to provide a different audit experience during each annual engagement.

Frederick J. Tomkins, engagement principal, has served as Chief Financial Officer, Business Administrator, Chief Operating Officer, Director of Finance and auditor / RMA of various municipalities, including Jersey City. The lead manager assigned to this engagement, Mark W. Bednarz, is also an experienced CPA, CMFO and RMA as is Judith Tutela, the Lead Department Audit Manager. Resumes of our firm's partners are included in our separately bound "Statement of Qualifications", which also includes a client list proving our experiences with larger municipalities, such as the City of Paterson, City of Union City and the County of Hudson, all of which operate under the same OCBOA method of accounting prescribed by the NJ DLGS as Jersey City.

In addition to our extensive audit experience with NJ municipalities of varying size, our firm is able to provide our audit clients with additional unique perspectives, as four of the firm's partners, as well as other staff, provide CFO and internal accounting services to various municipal and public bodies.

Our fee proposal for this engagement is $299,000, further detailed on page 30. In addition to the services requested in this RFP, our firm will perform the audit of the Jersey City Museum, Inc. for the year ended June 30, 2013, at no charge to the City or the Museum.

BACKGROUND

The City asks all vendors responding to this RFP to review their understanding of the business drivers behind the City of Jersey City strategy.

External drivers of the City of Jersey City, in regard to the need for audit services as requested in the RFP issued on December, 2013 include the primary regulating agency, the State of New Jersey, Division of Local Government Services. The Division requires an audit be performed and an opinion issued on the degree of assurance that the financial statements are free of material misstatement as well as compliance with State statutes, regulations, laws, agreements and contracts. The audit must be prepared on the regulatory basis prescribed by the Division. The Division is concerned with both the fiscal and operational accountability of the City.

Due to recent economic conditions, certain revenues of the City have become more restrictive, including the availability of State Aid. Recent State budgets have made obtaining Aid more difficult. In addition to these challenges, residents and taxpayers expect certain levels of service from the City. Rising costs on providing these services to the residents combined with restricting revenue sources in the current economic climate are the primary issues facing the Mayor and Council and management of the City.

Other external drivers include grantor agencies and financial institutions. Grantor agencies are primarily concerned with fiscal accountability, are looking for reasonable assurance the monies invested by them in the City for specific programs are in compliance with the applicable program guidelines and OMB Circular A-133 and NJ OMB Circular 04-04, while financial institutions and purchasers of the City's debt are of primarily concerned with the operational accountability.

Internal drivers of the City audit include the governing body, who want to determine whether management of the City is running the daily operations in accordance with laws and regulations and the resolutions and ordinances so adopted by the governing body in a manner that includes sufficient internal controls.

SCOPE

The services we will provide to the City include:

- Review of the Annual Financial Statement, Annual Debt Statement, and City Budget.
- Attendance at meetings with Administration Department staff and management as required or requested.
- Annual Audit of the City's Financial Statements and Federal and State Programs.

The scope of our audit work shall be in accordance with the "Scope of Audit" as set forth in N.J.S.A. 40A:5-4 et seq., which specifically reads in N.J.S.A. 40A:5-5 as follows:

> *"Each audit shall embrace the books, accounts and transactions of the local unit and every board, body, officer or commission supported and maintained wholly or in part by funds appropriated by the local unit, unless otherwise provided by statute or regulations of the board. Each audit shall cover a complete fiscal year and, in addition, shall include a verification of all cash and bank balances as of the date of the audit thereof and an audit of the accounts to such date."*

We will conduct our audits in accordance with auditing standards generally accepted in the United States of America, the audit requirements prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division") and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Our audit will also include assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In accordance with NJAC 5:30-6.1, our audits will also be specifically performed in accordance with the Requirements of Audit for municipalities promulgated by the Local Finance Board of the State of New Jersey. The Requirements of Audit that have been promulgated for municipalities, and counties, are considered as minimum requirements and should be elaborated upon whenever, in the judgment of the registered municipal accountant, it is required.

In addition to the Requirements of Audit, we will also utilize the requirements of the following authoritative resources, as noted in NJAC 5:30-6.1, in conducting the annual audit as appropriate and applicable:

1. Generally Accepted Auditing Standards as promulgated by the American Institute of Certified Public Accountants;
2. Government Accounting Standards Board with regard to disclosure of notes to the financial statements;
3. U.S. Office of Management and Budget Circular A-133;
4. New Jersey Office of Management and Budget Circular 04-04; and
5. Generally Accepted Government Auditing Standards promulgated by the U.S. General Accounting Office.

Our audits will also include the requirements issued by:

- the Administrative Office of the Courts Financial Procedures Manual edition for Registered Municipal Auditors, in regard to the Municipal Court audit;
- and all other applicable state and federal laws and regulations, grant agreements and contracts.

We are also capable of providing additional services if requested by motion of the City Council and/or by an executed Engagement Letter.

OBJECTIVES

The objective of our audits are the expression of an opinion about whether the City's financial statements are fairly presented, in all material respects, in conformity with accounting principles prescribed by the Division of Local Government Services. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

The objectives of our review of the Annual Financial Statement, Annual Debt Statement and City Budget will be to make certain all documents conform to the laws and regulations as promulgated by the Division of Local Government Services for such statutory documents.

Included in our objectives is our firm's policy to always provide value-added services to the City by making ourselves available to discuss accounting and financial pronouncements and legislation and the impact of such on the City.

PROJECT APPROACH

In performing the audit of the City's financial statements, we will follow the same disciplined approach as we have in previous engagements with the City in order to ensure both the quality of the engagement and maximum staff efficiency. To illustrate, the establishment of the audit approach and scope and audit program and plan for all engagements is under the direction of Frederick J. Tomkins, CPA RMA, a principal of the firm. Written audit programs are developed and tailored based on the results of our risk assessment of the City to effectively communicate the audit objectives to be accomplished. Audit programs for examination of a client's financial statements are generally broken into the following major sections:

- Timing and Planning of Engagement
- Plan Audit Approach and Procedures
- Performance of Compliance Tests
- Performance of Detail Audit Procedures
- Accumulation of Evidential Matter
- Development of Audit Working Papers
- Drafting of Final Report

Each of these major sections of the audit program and our approach are more fully described below in order to give you a perspective on the thoroughness of our engagement planning and auditing procedures.

Timing and Planning of Engagement – Upon being retained as auditors, we will hold a pre-audit meeting with City financial personnel and management. The purpose of this meeting is to set forth the timing for our audit procedures.

Plan Audit Approach Procedures – We will then conduct interviews with appropriate management to gain an understanding of the accounting systems and controls in place. Based upon the data gathered, we prepare detail systems descriptions/flowcharts that reflect the existing flow of transactions. We then analyze the data to determine the extent to which internal controls exist and can be relied upon. After this determination has been made, we will then develop our audit program to audit the City's records.

Performance of Compliance Tests – These tests are designed to audit on a test basis the flow of transactions through the system for adherence to accounting controls and to form an opinion as to the reliability of accounting information which is ultimately reflected on the client's financial statements. The flows of transactions being tested include revenues, expenses, payroll, cash disbursements, etc. as well as statistical data. As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts.

Performance of Detailed Audit Procedures – These audit procedures are usually performed after year end and would include analysis and outside confirmation of selected account balances, inquiries and communication with management, review of contracts, leases, etc., and obtaining necessary representations from management.

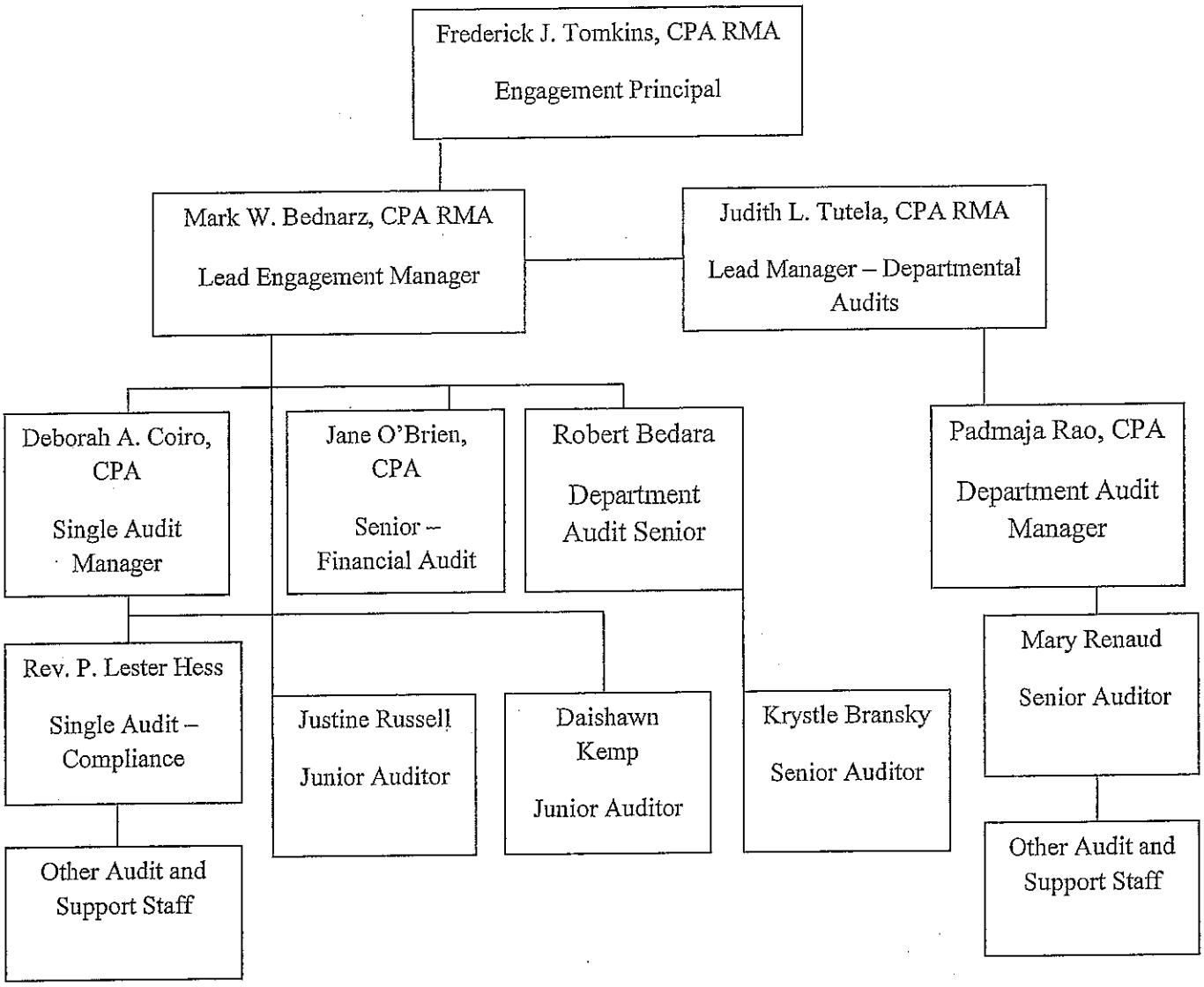
Accumulation of Evidential Matter in Support of Audit Conclusions – As with all engagements, the auditor is charged with the responsibility of obtaining sufficient, competent and relevant evidential matter in support of audit conclusions. The most competent evidence is that obtained directly through observations and examination from original documents and under a strong system of internal control. Relevance means the evidence has a logical relationship to the issue involved.

Drafting of Final Report – Once we have completed our audit procedures and determined that the financial statements are in accordance with generally accepted accounting principles, we will draft our report. Prior to issuance of our report, we will meet with client management to review our report and findings, i.e., audit adjustments.

Development of Audit Working Papers – As a firm, we recognize the importance of preparing, indexing and referencing audit working papers to support the work performed by our staff and conclusions reached. We also recognize that the working papers prepared during an audit provided documentary evidence of the extent of the audit, the steps covered and the auditor's findings and conclusions. They also contain the evidence accumulated in support of the audit work performed and the audit report.

PROJECT ORGANIZATION

The project organization will be as follows below. The time commitment of each level of staff can be found in the section "Timing and Fees". The qualifications for each of the individuals can be found under the heading "Staffing".



PROJECT WORK PLAN

Professional auditing standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City.

Following is a description of each phase of our work plan designed to achieve audit quality in accordance with the standards of the profession. We discuss our planning of the audit in Section (A) and performance of the audit in Section (B).

(A) PLANNING THE AUDIT

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

In order to develop an overall audit strategy our approach to the audit process involves the following broad steps later described in more detail:

Step 1 Perform procedures regarding acceptance of the client relationship, evaluate compliance with ethical requirements (including independence), and establish an understanding with the client in an engagement letter.

Step 2 Establish planning materiality and perform risk assessment procedures to gather information about the entity and its environment that may be relevant in identifying risks of material misstatement and, if applicable, material noncompliance.

Step 3 Gather the information to understand and evaluate the design and implementation of the entity's internal control system.

Step 4 Synthesize the information gathered, identify risks (both overall and specific) that could result in material misstatement and, if applicable, material noncompliance. Assess the risks of material misstatement and, if applicable, material noncompliance.

Step 5 Develop an overall audit strategy.

In order to assure completeness and document the aforementioned steps, our firm utilizes practice aids and audit programs designed by a third party specifically catered to governmental audit. We then supplement those audit programs with questionnaires and audit programs provided in the "Requirements of Audit" established by the Local Finance Board. We then complement this guidance with the risk factors identified in our risk assessments of the City and our evaluation of its internal controls. The results are audit program and design tailored to the specific needs of the City.

The following procedures outline the steps in our approach with the application of audit programs and practice aids:

Step 1

Prior to other significant audit activities, we perform client acceptance or continuance procedures, including consideration of independence and other ethical requirements.

We review correspondence files, prior period workpapers, permanent files, financial statements, and auditor's reports. Also, read any current year interim financial statements, if applicable.

We will make inquiries of management about whether there were findings and recommendations from previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit being undertaken and whether the recommendations have been implemented.

Evaluate whether appropriate corrective action was taken to address findings and recommendations that could have a material effect on risk assessment procedures used to plan the current audit.

Determine whether a Single Audit in accordance with OMB Circular A-133 and NJ OMB Circular 04-04 will be performed through discussion with appropriate client officials and consideration of applicable statutes. We have already determined a need for these Single Audits exists and have included the performance of such in our performance plan and cost proposal.

If the governmental unit has a designated internal audit function, obtain a sufficient understanding of that function to identify activities relevant to planning the audit. If the work of internal auditors will be used in the engagement, determine that it is used in accordance with the requirements of SAS No. 65 (AU 322).

Inquire of management about compliance requirements (i.e., laws, regulations, and the provisions of contracts and grant agreements) that could have a direct and material effect on the determination of financial statement amounts. This inquiry is performed for the purposes of obtaining additional regulations, grant agreements...etc beyond the statutory regulations in place for all municipalities and counties in the State of New Jersey. Our experiences tell us entities the size of the City often have their own specific compliance issues. Where necessary, we will also contact responsible officials at the State or oversight agencies in regards specific regulations and requirements.

Step 2

Assess management's identification of compliance requirements that may have a direct and material effect on the determination of financial statement amounts and obtain an understanding of the possible effect of the compliance requirements on the financial statements. Our experiences tell us entities the size of the City often have their own specific compliance issues. Where necessary, we will also contact responsible officials at the State or oversight agencies in regards specific regulations and requirements. We will perform the following procedures:

- Consider knowledge about compliance requirements obtained in prior years' audits.

- Discuss compliance requirements with the governmental unit's chief financial officer, legal counsel, or grant administrators.

- Review relevant portions of directly related agreements, such as grant and debt agreements.

- Identify sources of revenue, review related agreements, and inquire about legal requirements relating to using and accounting for the revenue.

- Review publications pertaining to compliance requirements, such as publications that address federal tax and other reporting requirements for information returns and regulations concerning the calculation of arbitrage rebates and refunds, and other compliance requirements applicable to specific industries.

- Review pertinent sections of laws and regulations, including federal and state constitutions, articles of incorporation, charters, and bylaws concerning the governmental unit. (Sections concerning financial reporting, investments, debt, taxation, budget, and appropriation and procurement matters may be especially relevant.)

- Review minutes of meetings of the governing body for enactment of laws and regulations or information about contracts and grant agreements.

- Inquire of federal, state, or local auditors, or other appropriate audit oversight organizations about applicable compliance requirements, including statutes and uniform reporting requirements.

- Inquire of grantor audit, finance, or program administrators about restrictions, limitations, terms, and conditions pertaining to grants, contributions, and appropriations.

- Assess the risk that noncompliance caused the financial statements to contain a material misstatement.

Consider whether to communicate with grantor agencies (including pass-through entities), federal or state auditors, or other oversight entities to aid in planning the audit. Document the communications and any resulting decisions.

Perform risk assessment procedures to obtain an understanding of the entity and its environment, including its internal control, and to identify the risks of material misstatement.

Note: "ALG" items noted below and throughout this proposal are industry guides developed by a 3rd party, Thomson Reuters PPC, which we utilize to ensure our audits are in compliance with the most recent auditing standards and regulations.

- Complete or update ALG-CX-3.1 , "Understanding the Entity and Identifying Risks," to document (1) our understanding of the City and its environment and (2) the risks of error or fraud that are identified through client acceptance or continuance procedures; the understanding of the City and its environment, including internal control; preliminary analytical procedures; and any other sources.

- Complete ALG-CX-3.2 , "Engagement Team Discussion," to document our engagement team discussion about the susceptibility of the City's financial statements to material misstatements due to error or fraud.

- Complete ALG-CX-3.3 , "Fraud Risk Inquiries Form," to document our inquiries of management and others about fraud risks, illegal acts, and compliance with laws, regulations, and the provisions of contracts or grant agreements.

Step 3

Complete or update ALG-CX-4.1 , "Understanding the Design and Implementation of Internal Control," ALG-CX-4.2 , "Financial Reporting System Documentation Forms," and ALG-CX-4.3 , "Walkthrough Documentation Table," (or equivalent documentation) to document our understanding and evaluation of the design and implementation of the City's internal control system.

Apply preliminary analytical procedures by (1) comparing account balances for the current period to similar amounts in the prior period annual financial statements and in the current budget and (2) performing analytical procedures specifically related to revenue to identify potential fraudulent financial reporting. Identify unusual or unexpected balances or relationships and consider whether matters identified have financial statement and audit planning implications, such as whether they indicate a higher risk of material misstatement due to error or fraud.
Complete the "Financial Statement Materiality Worksheet for Planning Purposes" at ALG-CX-2.1 for each opinion unit included in the financial statements. Determine and document planning materiality and tolerable misstatement.

Step 4

Assess the risk of material misstatement of the financial statements of each opinion unit and develop our responses by completing ALG-CX-7.1 , "Risk Assessment Summary Form."

Develop an audit plan by preparing audit work programs for each significant area covered by the audit, giving effect to the risk assessment, audit approach, and other responses summarized at ALG-CX-7.1 , "Risk Assessment Summary Form."

Step 5

Using patent pending PPC's SMART e-Practice Aids – Risk Assessment we will:

- Complete all audit planning documentation
- Identify and capture audit risks affecting the engagement
- Select an audit strategy in response to the risk assessment
- Generate automatically suggested audit programs
- Further customize those audit programs to produce tailored audit programs based on the overall audit strategy developed, including the specific audit procedures and questionnaires identified in the "Requirements of Audit" issued by the Local Finance Board of the State of New Jersey.

Discuss the type, expected scope, and timing of the audit with the client. Also discuss adequacy of working space for the audit team, access to client records, and assistance, if any, to be provided by the client.

Finalize a time budget by audit area.

(B) PERFORMING THE AUDIT

Once the overall audit strategy has been developed and customized audit programs reflective of that strategy have been generated our approach to the audit process involves the following steps:

Step 1 Perform audit procedures according to customized audit programs, including but not limited to the comprehensive audit of the general purpose financial statements comprised of the following funds:

a. Current Fund
b. Trust Funds
c. Capital Funds
d. General Fixed Assets Accounts

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from the City's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Those customized audit programs will include single audit procedures to test compliance of major federal and state grant programs as required under the Single Audit Act, including, but not limited to, Community Development Grants, Department of Transportation Grants and the American Recovery and Reinvestment Act programs which are issued across various "base" programs grantor agencies, but which have their own compliance requirements. Those audit programs will also include procedures to test compliance requirements specific to the State of New Jersey.

Step 2 Develop and perform appropriate responses (further audit procedures) to the assessed risks of material misstatement and, if applicable, material noncompliance, considering the overall audit strategy and planning materiality. In order to assure completeness and proper documentation, we utilize the aid of audit programs designed to provide such assurance.

Step 3 Evaluate audit findings and evidence.

Evidential matter obtained to support our opinions includes, but is not limited to, the following procedures:

- considering the City's internal control over financial reporting and assessing risks as a basis for designing our auditing procedures
- the performance of tests of compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts.
- examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements
- assessing the accounting principles used and significant estimates made by management
- evaluating the overall financial statement presentation

Step 4 Prepare required reports and communications.

Responsibility for the preparation of the financial statements rests with the City. We will assist in preparing the Report of Audit to be in compliance with accounting practices prescribed by the Division of Local Government Services. We are also responsible for reviewing the unaudited sections of the financial statements. If the results of our audits identify the need for adjustments to the financial records of the City, we will discuss such proposed entries with the appropriate financial personnel before reflecting them in the audited financial statements.

Other statutory reports and communications which we will prepare include completion the Municipal Court Report, Deferred Compensation Review, Dog License Report and preparation of the Synopsis of Audit. We will also prepare any communications for which the need arises during the course of our audits.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.
An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Recently established auditing standards require that we communicate to governance (Mayor and Council) certain matters at the beginning of and near the conclusion of our audits. All such communications will be prepared.

If appointed, we will provide management of the City with an engagement letter detailing the terms of our engagement as identified in the proposal and/or otherwise agreed upon.

Upon conclusion of the audit, we will request communication from management of the City regarding certain representations during the audit. Other reports and communications are discussed in more detail in the section below titled "Key Dates and Deliverables".

KEY DATES AND DELIVERABLES

The Annual Debt Statement and Annual Financial Statement are due January 31, 2014 and February 10, 2014, respectively. It is the City's responsibility to prepare these documents, however, we will provide services to review these documents with the understanding that our reviews must be completed in a manner timely enough for the City to consider our input and file the documents by the statutory deadline.

We will also review the City budget as needed in accordance with the City's established budget calendar.

According to N.J.S.A. 40A:5-4 the audit will be completed within six months after the close of the City's fiscal year. This six month period ends June 30, 2014. The timely completion of the audit assumes full cooperation of the staff and management of the City during the course of our audits, timely appointment allowing for the proper performance of the audit in accordance with the applicable auditing standards and statutory requirements.

We will prepare and file the following required documents:

- Report of Audit with the Director of the Division of Local Government Services, Clerk of the City of Jersey City and Federal Audit Clearinghouse. Note: filing with the Federal Audit Clearinghouse can only be completed once the Corrective Action Plan of the City is adopted.
- Municipal Court report with the Director of the Division of Local Government Services, Clerk of the City of Jersey City, Court Administrator and Hudson County Court Administrator.
- Dog License report with the Director of the Division of Local Government Services and Clerk of the City of Jersey City.
- Review report of the Deferred Compensation Plan of the City with the Director of the Division of Local Government Services and Clerk of the City of Jersey City.
- Synopsis of Audit with the Clerk of the City of Jersey City for publication in an official newspaper of the city.
- Any other reports or communications, the need for which arises during the course of our audits.

Filing with the Clerk of the City is for the purposes of official filing to set into effect statutory dates for publication of the audit, audit acceptance by the governing body and the adoption of the Corrective Action Plan. We will provide the City with the number of audits requested from us for further distribution to the governing body and further distribution as the City deems necessary. Traditionally, we have submitted these additional audits to the CFO and Comptroller of the City, who then distribute the reports accordingly. We will accommodate any requests from the governing body or management of the City.

JERSEY CITY RESPONSIBILITIES

The financial statements are the responsibility of the City's management. Our responsibility is to express an opinion on these financial statements based on our audits.

The City is responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the tax services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

The City is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, changes in net assets, and cash flows in conformity with accounting principles prescribed by the Division of Local Government Services. The City is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. The City's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

The City is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. The City's responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, the City is responsible for identifying and ensuring the City complies with applicable laws and regulations. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on

Additional responsibilities of the City include publication by the Clerk of the City of the Synopsis of Audit prepared by the auditor within 30 days of the filing of the audit report with the Clerk of the City; affidavit of the City council within 45 days of the filing of the audit report with the Clerk of the City that the governing body has personally reviewed, as a minimum, the sections of the annual audit entitled: General Comments, Recommendations, Auditor's Opinions, and Single Audit Findings; and a Corrective Action Plan within 60 days of the filing of the audit report with the Clerk of the City.

STAFFING

Please find below, the names and roles of individuals who will perform the services under this proposal and a description of their education, municipal experience and experience with projects similar to the services contained herein including their education, degrees and certifications. Our staffing of the City audit will include three Registered Municipal Accountants, three Certified Municipal Finance officers and six Certified Public Accountants.

All staff to be assigned to this engagement have experience working as members of previous audit teams for the City and have developed an understanding of the City's needs and unique circumstances. We have also provided résumés for all the partners of the firm and the lead manager on the engagement in our additional materials referred to as "Statement of Qualifications".

Frederick J. Tomkins CPA, RMA, is a principal of our firm and will be the partner responsible for this engagement, including review and signing of the audit report as RMA and approving the overall audit plan. Mr. Tomkins has been a principal with this firm since 1987 and has extensive experience, both externally as a municipal auditor and internally as a Chief Financial Officer, Business Administrator, Chief Operating Officer and Director of Finance for municipalities of varying sizes.

During his tenure as partner with our firm, Mr. Tomkins was responsible for and signed numerous public sector audits over a wide range of budget sizes. He currently serves as Chief Financial Officer for several municipalities, as well, and has been assisting in the preparation of municipal budgets and financial planning throughout his extended career. A comprehensive list of our clients can be found in our additional materials referred to as "Statement of Qualifications"

Mr. Tomkins holds a degree in accounting from St. Peter's College and is also a graduate of the Program for Executives in State and Local Government from Harvard University. The licenses and certifications held by Mr. Tomkins are: Certified Public Accountant, Registered Municipal Accountant, Public School Accountant, Certified Municipal Finance Officer and Government Financial Manager.

Mark W. Bednarz CPA RMA, is a partner with our firm that has been with us since 1998 and also has experience for both external audits and internal management of municipal financial records, for municipalities over a wide array of size. As the audit engagement manager, Mr. Bednarz is responsible for direct oversight of audit staff and will be the day-to-day contact with the City throughout progression of the audit. He is also responsible for seeing the audit plan through, analyzing the books and records of the City and preparing the audited financial statements and all other documents we are responsible to deliver.

Mr. Bednarz holds a degree in accounting from Montclair State University and a MBA in Finance from Rutgers University. The licenses and certifications held by Mr. Bednarz are: Certified Public Accountant, Registered Municipal Accountant, Public School Accountant and Certified Municipal Finance Officer. He is currently an Adjunct Professor of Governmental and Not-for-Profit Accounting at Caldwell College and Bergen County Community College.

Judith L. Tutela CPA RMA, has been a Certified Public Accountant since 1994 and is a member of the New Jersey Society of Certified Public Accountants and actively participates in the governmental interest group. Mrs. Tutela received her Bachelor of Science degree from Centenary College and obtained certification as a Registered Municipal Accountant (RMA) and Certified Municipal Finance Officer (CMFO).

Mrs. Tutela is a principal in charge of the audit department for governmental, not-for-profit and for profit entities. During her many years of practice, she has gained extensive knowledge in local statutes and rules and regulations applicable to New Jersey Government. She has experience with auditing authorities, school districts and other not-for profit organizations. Mrs. Tutela has extensive single audit experience and is the firm liaison for the AICPA Governmental Audit Quality Center.

During the course of this engagement Mrs. Tutela will act as the lead manager overseeing all staff performing departmental audits of the Court, Tax Collector and others.

Deborah A. Coiro CPA, a Certified Public Accountant and graduate of St. John's University, has been with the firm for nearly 25 years, the majority of which she acted as audit manager. During her tenure with the firm, Ms. Coiro has audited a wide range of grant and assistance programs for entities of various sizes and complexities. Her role in the current audit period will primarily be as the Single Audit Manager, where she will oversee the audit of State and Federal grants in accordance with US OMB Circular A-133 and NJ OMB Circular 04-04. Ms. Coiro will prepare the schedules of expenditures of federal awards and state financial assistance as well as manage the audits of grant compliance in accordance with the appropriate compliance supplements.

Padmaja Rao CPA, Ms. Rao has over six years of experience in auditing and accounting in the governmental and nonprofit industries. She routinely performs audits on School Boards, Municipalities and other nonprofit organizations. In her audit experience, she has performed Single audits of federal and state grants that include the assessment of internal controls and compliance. Ms. Rao has experience on previous engagements auditing the City. She will be in charge of managing several of the department audits.

Jane O'Brien CPA, is a senior accountant with the firm who has been a CPA for over 20 years. Her previous experiences include time as a financial analyst in the investment banking sector as well as an auditor in one of the now Big Four accounting firms. Ms. O'Brien's roles will include assisting with the financial statement audit, in particular the Trust Funds and other compliance areas. She has a bachelor's degree in accounting from St. Peter's College.

Mary Renaud, has over 20 years of experience in public accounting providing accounting, auditing, and tax services to commercial, non-profits, and government entities. Since joining the firm Ms. Renaud has engagement responsibilities on audit and single audit engagements of non-profit and government entities. Her audit experience includes both financial and performance audits inclusive of grant compliance, internal control assessment and control risk analysis. Ms. Renaud will be responsible to assist with the revenue department audits.

Robert Bedara, a graduate of Louisiana State University, is a senior auditor with our firm with six years of municipal accounting and auditing experience. He will primarily assist with revenue audits. Mr. Bedara has worked on Jersey City audit engagement teams during his entire tenure with our firm.

Krystle Bransky, is a Senior Associate who received her Bachelor of Science in Accounting from St. Peter's College. She has over 9 years of experience in public accounting and municipal auditing experience. Ms. Bransky will be responsible to assist with the revenue department audits.

Rev. P. Lester Hess, is a senior auditor with the firm and will be acting as the Single Audit coordinator. Mr. Hess has extensive experience with Single Audits. Mr. Hess has previously served as a manager for a significant retail chain and is currently an adjunct professor at Caldwell College.

Justine Russell, is a junior auditor with the firm and will be responsible for the non-revenue compliance testing, including the purchasing and payroll cycles, and is also responsible for single audit analysis and verification. Ms. Russell has been with our firm for five years and has acquired extensive experience regarding municipal compliance issues. She has a bachelor's degree in accounting from Pace University.

Other staffing on the engagement will include Senior Padmaja Rao, audit juniors Daishawn Kemp, Jordan Coschigano and Jennifer Lukaski as well as other full time audit and per diem staff and office support.

In the event of unforeseen circumstances, we must reserve the ability to substitute one of the above individuals with someone of equivalent or experience in providing municipal audit services. Should such a situation arise, we will contact the City and notify management of any changes and provide similar descriptions and résumés for the substitute personnel as necessary.

ASSUMPTIONS

The timely completion of the audit assumes full cooperation of the staff and management of the City during the course of our audits. We assume competent staff with the appropriate knowledge and level of oversight will be available to answer questions and concerns as they arise during the audit process. We also assume the books and records of the City are up-to-date and available for audit review.

TIMING AND FEES

The services we are proposing will be to provide accounting services in the form of an Annual Audit of Financial Statements and Federal and State Grant Programs of the City of Jersey City for the year ended December 31, 2013, as well as review of the City's Annual Financial Statement, Annual Debt Statement and Municipal Budget. Our fee of $299,000 will include all such services. In regard to our audit services, they will include preparation of the following reports as required by statute:

- Report of Audit in accordance with Government Auditing Standards, standards promulgated by the Division of Local Government Services and OMB Circular A-133 and NJ OMB Circular 04-04, and preparation of report thereon.
- Audit of the Municipal Court and preparation of the report thereon.
- Preparation of the Dog License report.
- Review of the Deferred Compensation Plan and preparation of the report thereon.
- Preparation of the Synopsis of Audit for publication in an official newspaper of the City.
- Any other reports or communications, the need for which may arise during the course of our audits, whether by circumstance or requirement of a regulating body.

Our fee includes attendance at meetings with Administration Department staff and management as requested and called upon and all services noted in the scope and deliverables sections of this proposal.

In addition to these services, we will also provide pro bono auditing services for the Jersey City Museum, Inc. for the most recent fiscal year ended June 30, 2013. It has come to our attention the Museum is in need of these audits to be in sufficient compliance in order to receive additional funding from State programs.

Our fee is broken down as follows. All work will be billed periodically as the work progresses

Title	Hours	Rate	Total
Partner	100	$ 165	$ 16,500
Managers	800	120	96,000
Seniors	1,075	95	102,125
Staff	1,125	75	84,375
	3,100		$ 299,000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
David Brenner
PHILADELPHIA INSURANCE COMPANIES
ONE BALA PLAZA, STE 100
BALA CYNWYD, PA 19004

CONTACT NAME: David Brenner
PHONE (610) 617-6048 FAX (A/C, No):
E-MAIL ADDRESS: dbrenner@phlyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PHILADELPHIA INDEMNITY INSURANCE	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DONOHUE, GIRONDA & DORIA, CPA'S
310 BROADWAY
BAYONNE, NJ 07002

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
	[X] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$ 0
	X Accountants Professional Liab.			PHSD793845	11/07/2012	11/07/2013	PERSONAL & ADV INJURY	$ 0
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 0
	X POLICY [ ] PRO-JECT [ ] LOC						Deductible/per claim	$ 35,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured below

CERTIFICATE HOLDER

The County of Hudson, its boards, commissions, agents, servants and employees.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Peggy O. Walsh
AUTHORIZED REPRESENTATIVE
PEGGY O. WALSH

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STATEMENT OF QUALIFICATIONS

DONOHUE, GIRONDA & DORIA
CERTIFIED PUBLIC ACCOUNTANTS

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BACKGROUND, EXPERIENCE,

SERVICES AND PHILOSOPHY

SECTION I

BACKGROUND

The firm was organized in the fall of 1975 and operated as a general accounting practice. As the firm grew and added clients and staff, it became apparent that an additional partner was needed. In July of 1987, Robert G. Doria of Robert G. Doria & Co., Bayonne, NJ merged with Donohue & Gironda to form Donohue, Gironda & Doria. In December of 1987, Frederick J. Tomkins, CPA and a Registered Municipal Accountant (RMA) joined the partnership. An agreement was reached with M. Sternlieb & Co., the firm which Mr. Tomkins had been a partner in, to purchase and assume the governmental practice that he had managed there. On July 1, 1999, Linda Kish, CPA, RMA, was admitted as a partner in the firm. Ms. Kish has been with the firm for over twenty years. On January 1, 2003, Tammy Zucca, CPA, was admitted as a partner in the firm. Ms. Zucca has also been with the firm over twenty years. On January 1, 2012, Mark Bednarz, CPA, RMA was admitted as a partner in the firm. Mr. Bednarz has been with the firm for over fourteen years.

Our firm is characterized by its youth and its aggressive approach to tax and accounting work. The firm's partners have an aggregate of over 100 years of experience. Messrs. Donohue, Doria and Tomkins worked with large international "Big Eight" accounting firms and Mr. Gironda served as a comptroller for a national recreational vehicle manufacturer. This unique combination of youth, experience, and "large-firm expertise" coupled with the dynamic characteristics of our staff in a growing organization dedicated to excellence, contributes greatly to the individualized service and valuable results our clients receive through their relationship with us.

EXPERIENCE

The diversity of the firm's clients among a broad range of industry exposes the partners and staff to different problems which require varying solutions. The firm's partners are experienced problem-solvers who can draw upon their collective experience to ensure that all avenues are explored in the resolution of the problem at hand. The members of the firm's professional staff have vast audit, accounting and general business backgrounds providing the necessary experience to handle the diverse range of clients representing governmental agencies, publicly traded companies, non-profit organizations and private concerns.

The structure of our firm is as follows:

Partners	7
Professional Staff	18
Clerical	3
Paraprofessionals	2

We have assisted our clients in the preparation of their financial statements for both external requirements and for internal use by management. This includes audited, reviewed and compiled financial statements for corporations, partnerships, and individuals. Other audit and accounting-related services provided by our firm include audits of employee benefit plans, review of interim financial statements, review of internal accounting controls, special examination in connection

with mergers, acquisitions or board verifications, sales of businesses, serving in an internal audit function, and designing and installing accounting systems.

It is firm policy to augment this experience through continuing professional education. All firm professionals are required to comply with the various state's mandatory professional education requirements. Additionally, through committee memberships and attendance at relevant state society seminars, the partners voice their commitments to the profession as well as their clients.

TYPES OF SERVICES

The firm is organized along the traditional lines of public accounting firms, offering services in three strategic areas: auditing, tax services, and management services. Each partner is assigned with the major responsibility of establishing firm policies within his area of concentration.

The specialization within the firm allows the partners to concentrate thoroughly on the requirements of each discipline, allowing time for research, detailed analysis, and planning to ensure that each client's requirements are considered in light of their current situation.

Auditing - Auditing involves the attest function, which is the highest degree of assurance that a CPA firm can render regarding the financial position, results of operations, and changes in financial position of the entity.

A lesser degree of assurance can be given to clients and other financial statement users through either the review or compilation of financial statements. Often-times, clients do not require an audit of their financial statements; consequently, a review or compilation engagement is undertaken.

Tax Services - Tax services involve the research of, and compliance with, federal, state and local tax policy and procedure. The ultimate goal of the tax practitioner is to minimize taxes within the framework of existing tax law. The key function of tax services is to develop a plan for the client, assist in its implementation, and monitor the plan to ensure that intended goals are attained. As with all CPA firms, we stand ready to assist the client in all areas of tax compliance, including preparation of relevant federal, state and local tax returns. We also represent clients before the Internal Revenue Service and before various state and local tax collection bodies.

Management Services - In March, 1998, a separate consulting arm was established as D. G. & D. Consulting, Inc. This entity was created in order to offer some less traditional services. D. G. & D. Consulting, Inc. presently acts as the contract compliance unit for a governmental entity that has privatized the management of an acute and long term care hospital. In additional to financial services, it is also utilizing a professional engineer, registered nurse and a health care consultant.

The firm has also acted as a financial advisor to government entities in various debt issuances. The CPA firm has likewise acted as financial advisor to its various audit clients. These services include structuring debt issues, preparing Official Statements and negotiating with underwriters.

Team Approach - The key to operational efficiency at Donohue, Gironda & Doria is our team approach to engagement management. Each job is directed by the engagement partner who maintains a continuous dialogue with the client. It is the engagement partner's responsibility to ensure that the client's requirements are met and that all services of the firm are available to the client. He will recommend to the client when other members of the firm (team) should be consulted.

APPROACH TO AUDIT SERVICES

In performing an audit of a client's financial statements, we follow a very disciplined approach in order to ensure both the quality of the engagement and maximum staff efficiency. To illustrate, the establishment of the audit approach and scope and audit program and plan for all engagements is under the director of a principal of the firm. Written audit programs are developed and tailored for each client to effectively communicate the audit objectives to be accomplished. Audit programs for examination of a client's financial statements are generally broken into the following major sections:

- Timing and Planning of Engagement
- Review of Predecessor Auditors' Work papers (initial year only)
- Plan Audit Approach and Procedures
- Performance of Compliance Tests
- Performance of Detail Audit Procedures
- Accumulation of Evidential Matter
- Development of Audit Working Papers
- Drafting of Final Report
- Drafting of Management Letter

Each of these major sections of the audit program and our approach are more fully described below in order to give you a perspective on the thoroughness of or engagement planning and auditing procedures.

Timing and Planning of Engagement - Upon being retained as auditors, we hold a pre-audit meeting with client management. The purpose of this meeting is to set forth the timing for our audit procedures. The conclusions reached at this meeting are summarized into a performance contract which describes in detail the services to be provided and the professional fees for such services.

Review of Predecessor Auditors' Work Papers - We then arrange a meeting with the predecessor auditors. The purpose of this meeting is to review and obtain copies of work papers and other permanent documents which will facilitate our audit procedures.

Plan Audit Approach Procedures - Once we have obtained the necessary information from the predecessor auditors' work papers, we then conduct interviews with appropriate management to gain an understanding of the accounting systems and controls in place. Based upon the data gathered, we prepare detail systems descriptions/flowcharts that reflect the existing flow of transactions. We then analyze the data to determine the extent to which internal controls exist and can be relied upon. After this determination has been made, we then develop our audit program to audit the client's records.

Performance of Compliance Tests - These tests are usually performed on an interim basis and are designed to audit on a test basis the flow of transactions through the system for adherence to accounting controls and to form an opinion as to the reliability of accounting information which is ultimately reflected on the client's financial statements. The flow of transactions being tested include revenues, expenses, payroll, cash disbursements, etc. as well as statistical data.

Performance of Detailed Audit Procedures - These audit procedures are usually performed after year end and would include analysis and outside confirmation of selected account balances, inquiries and communication with management, review of contracts, leases, etc., and obtaining necessary representations from management.

Accumulation of Evidential Matter in Support of Audit Conclusions - As with all engagements, the auditor is charged with the responsibility of obtaining sufficient, competent and relevant evidential matter in support of his audit conclusions. The most competent evidence is that obtained directly through observations and examination from original documents and under a strong system of internal control. Relevance means the evidence has a logical relationship to the issue involved.

Drafting of Final Report - Once we have completed our audit procedures and determined that the financial statements are in accordance with generally accepted accounting principles, we will draft our report. Prior to issuance of our report, we will meet with client management to review our report and findings, i.e., audit adjustments.

Development of Audit Working Papers - As a firm, we recognize the importance of preparing, indexing and referencing audit working papers to support the work performed by our staff and conclusions reached. We also recognize that the working papers prepared during an audit provided documentary evidence of the extent of the audit, the steps covered and the auditor's findings and conclusions. They also contain the evidence accumulated in support of the audit work performed and the audit report.

Drafting of Management Letter - Our firm strictly adheres to generally accepted auditing standards which, among other items, requires the issuance of a management letter where a review of internal control is made as a part of an audit. As a result of our integrated audit approach as well as involvement by our senior management, we prepare meaningful letters of recommendation which very often help our clients manage, not only from a financial point of view, but operational as well.

RESUME OF PARTNERS

SECTION II

MATTHEW A. DONOHUE

Donohue, Gironda & Doria, 310 Broadway, Bayonne, New Jersey 07002
(201) 437-9000 • mdonohue@dgdcpas.com

(Home)

14 Bernice Road
North Arlington, NJ 07031

EDUCATION:

St. Peter's College, Jersey City, New Jersey
Bachelor of Science in Accounting

APPOINTED POSITIONS:

Board Member – Queen of Peace High School Board of Overseers, North Arlington, NJ

PROFESSIONAL STATUS:

Certified Public Accountant
Public School Accountant
Adjunct Professor of Accounting, St. Peter's College
Captain, Finance Corp., United States Army Reserve
Member, New Jersey Society of CPAs
Member, American Institute of CPAs

EXPERIENCE:

Donohue, Gironda & Doria, CPAs
Partner - October 1975 to Present
Responsibility to manage all aspects of accounting practice, i.e., administrative, scheduling, practice development, supervision and review of staff.

Arthur Andersen & Co.
Senior Auditor - September 1972 to October 1975
In charge of Certified Audits in the following areas: banks, savings & loan associations, New Jersey State Medicaid Program, manufacturing clients, and service organizations.

ROBERT A. GIRONDA

Donohue, Gironda & Doria, 310 Broadway, Bayonne, New Jersey 07002
(201) 437-9000 • bgironda@dgdcpas.com

(Home)

8 Bloomfield Avenue
Edison, New Jersey 08837

EDUCATION:

St. Peter's College, Jersey City, New Jersey
Bachelor of Science in Accounting

PROFESSIONAL STATUS:

Certified Public Accountant
Public School Accountant
Member, New Jersey Society of CPAs
Member, American Institute of CPAs

EXPERIENCE:

Donohue, Gironda & Doria, CPAs
(formerly Donohue & Gironda)
Partner - October 1975 to Present
Manage all aspects of accounting practice, i.e., administrative, scheduling, practice development, supervision and review of staff.

Open Road Industries, Inc.
Comptroller - December 1973 to October 1975
Overseeing East Coast retail operations, setting up accounting systems, preparation of financial statements and supervision of staff.

COMMUNITY ACTIVITIES:

Hudson Catholic High School – Member, Board of Consultants
Hudson Community Enterprise – Past Member, Board of Trustees
Dante Alighieri Society of Jersey City – Member
Past member Meitler Study for Diocese of Metuchen Schools
Past member Diocese of Metuchen task force for teachers salaries

ROBERT G. DORIA

Donohue, Gironda & Doria, 310 Broadway, Bayonne, New Jersey 07002
(201) 437-9846 • bdoria@dgdcpas.com

(Home) 30 West 13th Street
Bayonne, New Jersey 07002

EDUCATION:

St. Peter's College, Jersey City, New Jersey
Bachelor of Science in Accounting

- Former Adjunct Professor of Auditing and Accounting at Kean College and Jersey City State College
- Contributor to CPA magazine on EDP Auditing
- Lectured to Government Accountants on EDP Auditing

PROFESSIONAL STATUS:

Certified Public Accountant
Public School Accountant
Certified Tax Assessor
Member, American Institute of CPAs
Member, New Jersey Society of CPAs - Served on Society's Continuing Education Committee and Management Advisory Services Committee
Past President and Director - Hudson Chapter of NJSCPAs
Member, New York Society of CPAs

EXPERIENCE:

Donohue, Gironda & Doria, CPAs (formerly Robert G. Doria & Co.)
Partner - July 1987 to Present
Responsible for audits of several non-profit and governmental clients. Additionally, responsible for computer installations and applications for both clients and firm operations.

Pamrapo Savings Bank, S.L.A.
Director - March 22, 2005 to Present - Chairman, Asset Classification Committee and Loan Committee, Member of Audit Committee
Member of Advisory Board - January 2005 to present

Bayonne Community Bank
Founder and Director - November 1999 to May 2004
Served as Chairman of Budget and Personnel Committee and Chairman of Audit Committee.

Schmidt, Piscitell & Doria, CPAs, New York, NY
Partner - July 1980 to June 1984

EXPERIENCE: (Continued)

Robert G. Doria, CPA
Sole Proprietor - December 1979 to July 1980

KPMG (formerly Main LeFrentz & Co.)
Audit Supervisor - July 1973 to December 1979

APPOINTED POSITIONS:

July 1989 to *Present* - Appointed by Governor and confirmed by Senate to serve as a Commissioner of Hudson County Board of Taxation. President, November 2003 to present.

March 1990 - October 1992 - Trustee of the Hudson County Community College. Secretary of the Board (90-92), Chairman of the Finance Committee and member of the Board of School Estimates.

COMMUNITY ACTIVITIES:

Bayonne Chamber of Commerce - 1980 to Present - President (1994-2006) - Oversaw Executive Committee and Board of Directors. Promoted the Chamber through monthly columns in Bayonne Community News and presentations at business, civic and social clubs and on local cable programs. Served on Executive Committee as Treasurer. Also served as Co-chairman of its Budget Review Committee.

Bayonne Urban Enterprise Corporation - Chairman - Inception (9/02) to present.

Bayonne Education Foundation - 2000 to 2004 - Former Vice President, member of Executive Committee and original incorporator.

Bayonne 2000 - Member of Development Committee leading to the formation of the Bayonne 2000 Committees, formerly Bayonne Y2K Committees.

Bayonne Economic Development Corporation - President from December 1988 until November 1990 and Chairman of the Administrative Committee. Trustee at inception (December 1985). Chairman of the City Improvement Committee (CIC).

Hudson County Private Industry Council - served on Membership and Bylaws Committees

10,000 Graduates 10,000 Jobs Program administered by the Bayonne Board of Education - served as PIC liaison

Bayonne Chapter, UNICO National - Past President

200 Club of Hudson County - Charter member

Order of the Sons of Italy - Rev. Dominick Delmonte Lodge - Charter member

Bayonne Uptown Merchants - served as Treasurer and First Vice President

FREDERICK J. TOMKINS

Donohue, Gironda & Doria, 310 Broadway, Bayonne, New Jersey 07002
(201) 437-9000 • fjt004@aol.com

(Home)

675 Raritan Road Unit #11
Clark, New Jersey 07066

EDUCATION:

St. Peter's College, Jersey City, New Jersey
Bachelor of Science in Accounting - 1967

Program for Senior Executives in State and Local Government,
Harvard University - 1982

PROFESSIONAL STATUS:

Certified Public Accountant
Registered Municipal Accountant
Certified Municipal Finance Officer
Public School Accountant
Certified Government Financial Manager

EXPERIENCE:

Borough of West Paterson
Chief Financial Officer

Borough of Fanwood
Chief Financial Officer

Donohue, Gironda & Doria, CPAs
Partner - December 1987 to Present
Partner in charge of all public sector clients in a large local accounting firm, performing personnel studies, operational reviews and audits.

M. Sternlieb & Co., P.C. CPAs
Partner - September 1985 to November 1987
A regional firm located in Bergen County. I was in charge of all services provided to clients in the public sector. All support staff, bookkeeping, and personnel functions were part of my responsibilities.

City of Jersey City

Business Administrator - July 1981 to June 1985

Chief Operating Officer June 1989 to August 1992

For the second largest city in New Jersey and one of the 100 largest cities in the United States: responsible for an annual budget in excess of $150 million with over 3,000 employees. The position was one of general policy-making for the City as a whole, as well as direct responsibility as Director of the Department of Administration and Finance, including the responsibility for all treasury and debt transactions, labor relations and personnel functions.

Director of Finance - September 1978 to June 1981

Chief Financial Officer directly responsible for all the financial transactions of the City. The Department of Finance with an operating budget of $1.7 million in 1980 and over 100 employees included all the revenue collection, disbursement and data processing functions of the City. The position also carried with it, by statute, the added responsibility of membership on the Board of Managers of the Jersey City Medical Center and as a Commissioner of the Employees Retirement System of Jersey City.

Touche Ross & Co.

Audit Manager - February 1968 to September 1978

As a staff accountant, senior accountant, supervisor and audit manager, worked in all phases of a large public accounting firm including engagement management, staff assignments and staff training. Assignments included all types of business, but were principally in the public sector, including engagements with state agencies, counties and municipalities. In addition to audit engagements, my experience included participation in the design of computerized accounting systems for the State of New Jersey, City of Newark, and the City of New York.

Department of Health and Welfare

Examiner, Bureau of Federal Credit Unions - June 1967 to February 1968

As a district examiner for federally chartered credit unions, I conducted audits for various credit unions in New York and New Jersey.

PROFESSIONAL ACTIVITIES:

Former President, Hudson Chapter of the New Jersey Society of CPAs
Former Certificate of Conformance Judge, Municipal Finance Officers Association of the United States and Canada
Adjunct Instructor, Caldwell College
Commissioner, Hoboken Municipal Hospital Authority

COMMUNITY ACTIVITIES:

Faith Formation Committee, Holy Trinity

LINDA P. KISH

Donohue, Gironda & Doria, 310 Broadway, Bayonne, New Jersey 07002
(201) 437-9000 • lak995@aol.com

(Home)

11 Mercury Street
Middletown, New Jersey 07748

EDUCATION:

Jersey City State College, Jersey City, New Jersey
Bachelor of Science in Accounting (Magna Cum Laude)
Honors: Dean's List 4 years • National Honor Society

PROFESSIONAL STATUS:

Certified Public Accountant
Registered Municipal Accountant
Certified Municipal Finance Officer
Member, New Jersey Society of Certified Public Accountants
Member, American Institute of Certified Public Accountants

COMMUNITY ACTIVITIES:

Member, Middletown Arts Advisory Committee

EXPERIENCE:

Donohue, Gironda & Doria, CPAs
Partner - July 1999 to Present

Audit Manager - June 1988 to July 1999
Managed annual audits in compliance with New Jersey State Audit requirements and the Single Audit Act of 1996 for various municipalities and authorities. In addition, responsibilities included assisting with preparation of annual budgets, financial statements, debt statements and official statements for bond sales.

Managed annual audits in compliance with generally accepted accounting principles for various not-for-profit and commercial audit clients.

Prepared and reviewed individual and partnership income tax returns.

TAMMY LYN ZUCCA

Donohue, Gironda & Doria, 310 Broadway Bayonne, New Jersey 07002
(201) 437-9000 • tlzucca@aol.com

(Home)
200 Remsen Avenue
Avenel, New Jersey 07001

EDUCATION:

Saint Peter's College, Jersey City, New Jersey
Bachelor of Science in Accounting
Major average 3.75 • Cumulative average 3.62

Honors:
- Dean's List 4 years
- National Honor Society
- Junior Honor Society

PROFESSIONAL STATUS:

Certified Public Accountant
Certified Municipal Finance Officer
Public School Accountant

EXPERIENCE:

City of Hackensack

Chief Financial Officer - *April 2010 to present*

Donohue, Gironda & Doria, CPAs

Partner - January 1, 2003 to present
Manager - December 1, 2000 to December 31, 2002
Same duties as Senior Auditor as well as preparing Official Statements for Bond sales, supervising employees, and managing audit engagements from start to finish. Also experienced in preparing GASB 34 reports and Certificate of Excellence reports for school districts.

Senior Auditor - July 1992 to November 30, 2000
Assists with the audit of several governmental entities. Experience includes auditing various funds of the governmental entity, analyzing receipts, disbursements and payroll, as well as preparing bank reconciliations, trial balances, journal entries and schedules for state reports. Also prepares single audit reports, public assistance state reports, and municipal court reports.

Performs audits of nonprofit organizations, cooperative housing corporations, school districts, and authorities.

COMPUTER SKILLS:

Knowledge of Excel, Word, MunEase, Edmunds, Systems 3000, general ledger and tax programs.

MARK W. BEDNARZ

Donohue, Gironda & Doria, 310 Broadway, Bayonne, New Jersey 07002
(201) 437-9000 • mbednarz@dgdcpas.com

(Home)

46 Miller Street
Wallington, New Jersey 07057

EDUCATION:

Rutgers, The State University of New Jersey, Newark, New Jersey
Master of Business Administration, Finance Concentration

Montclair State University, Upper Montclair, New Jersey
Bachelor of Science in Accounting

PROFESSIONAL STATUS:

Certified Public Accountant
Registered Municipal Accountant
Certified Municipal Finance Officer
Public School Accountant

EXPERIENCE:

Donohue, Gironda & Doria, CPAs

Partner – January 2012 to Present
Audit Manager – August 2005 to December 2011
Junior/Senior Auditor – August 1998 to August 2005

Manage governmental audit engagements of various sizes, notably:

- Evaluate risk and internal control and tailor audit programs accordingly.
- Plan engagement - coordinating staffing assignments based on client needs.
- Train, evaluate and supervise staff.
- Ensure audit quality and compliance with auditing standards.
- Analysis of books and records in accordance with State and industry standards.
- Audit records for compliance with statutes, including the local budget, fiscal affairs, bond and public contract laws.
- Prepare audited financial statements.

Perform accounting, finance and treasurer's office functions for municipalities, notably:

- Prepare annual financial and debt statements and assist with budget preparation.
- Reconcile and monitor for sufficient cash flows and implement mechanisms to assure sufficient cash flow, including support of bond and note sales.
- Post revenues and appropriations in accordance with statutes monitor spending availability.
- Oversee compliance with grant agreements; annual financial system and roll-over.

EXPERIENCE (continued):

Perform operational and accounting system reviews; maintain general and subsidiary ledgers; working knowledge of Edmunds & Associates proprietary software.

Ernst & Young, LLP

Accounts Payable Associate – April 1997 to August 1998

- Process recurring accounting transactions within established service level agreements.
- Accounts Payable payment processing, including electronic payments and paper checks.
- Payment reconciliations including, but not limited to, stop payments, voids and reissuance of checks and working with the banks on recalls of electronic payments.
- Assists with special projects as requested.

PROFESSIONAL ACTIVITIES:

Adjunct Professor of Governmental and Not-for-Profit Accounting at Caldwell College
Adjunct Professor of Governmental and Not-for-Profit Accounting at Bergen County Community College
Associate Member, The Association of Certified Fraud Examiners
Member, New Jersey Society of CPAs
Member, American Institute of CPAs

CLIENT LISTING

SECTION III

Since inception in 1975, our firm has been providing audit, accounting and financial advice to numerous commercial profit-oriented businesses, municipalities, autonomous agencies, boards of education and non-profit organizations. Below is a partial list of clients serviced:

COMMERCIAL PROFIT-ORIENTED BUSINESSES

- G&H Sheet Metal
- Padovano Construction Co.
- Domenico Construction Co.
- Parsons & Fernandez-Casteleiro Architects, P.C.
- Employment & Training Institute, Inc.
- Precise Plumbing, Inc.
- Keane Electric Company

COUNTIES AND MUNICIPALITIES

- City of Jersey City (Audit)
- County of Passaic (Internal Accounting)
- County of Bergen (Audit)
- County of Hudson (Audit)
- City of Bayonne (Audit)
- City of Union City (Audit)
- City of Paterson (Audit)
- City of Hoboken (Internal Accounting)
- Borough of Fanwood (Internal Accounting)
- Borough of Midland Park (Audit)
- Borough of Ramsey (Audit)
- Hudson County Improvement Authority (Audit)
- Town of Kearny (Internal Accounting)
- West New York (Internal Accounting)

AUTONOMOUS AGENCIES

- Bayonne Municipal Utilities Authority
- Bayonne Parking Authority
- Bayonne Economic Development Corporation
- Bergen County Improvement Authority
- Bergen County Board of Social Services
- Bergen County Soil Conservation
- Jersey City Municipal Port Authority
- Jersey City Municipal Utilities Authority
- Jersey City Parking Authority
- Kearny Municipal Utilities Authority
- Union City Parking Authority
- Union City Redevelopment Agency

AUTONOMOUS AGENCIES (Continued)

- Hoboken Parking Authority (dissolution)
- West New York Parking Authority

BOARDS OF EDUCATION

- West New York Board of Education
- Weehawken Board of Education
- Hoboken Board of Education
- City of Jersey City Board of Education
- Union City Board of Education
- North Arlington Board of Education
- Clearview School (Private school for the handicapped)
- New Providence Board of Education
- Bayonne Board of Education
- Review of defeated School Budgets:
    - West Milford Board of Education
    - West Paterson Board of Education
    - Guttenberg Board of Education

- Financial Consultants:
    - Golden Door Charter School
    - Create Charter High School

- Review of Operations:
    - Bergen County Special Services School System
    - Bergen County Vocational-Technical School
    - Bergen County Community College
    - Middlesex County Vocational-Technical School
    - Paterson Board of Education

NON-PROFIT ORGANIZATIONS

- Bayonne Community Mental Health Center
- Bayonne Community Day Nursery
- Bayonne Town Center Management Corporation
- Bayonne Catholic War Veterans Post 1619
- Bayonne Community Museum
- Bayonne Chapter UNICO National
- Bayonne UNICO Foundation
- Bayonne YMCA
- Bayonne Education Foundation
- Bayonne Federal Credit Union
- Concerned Citizens of Bayonne

NON-PROFIT ORGANIZATIONS (Continued)

- Mary J. Donohoe, PTO
- Dress for Success
- Jersey City Firefighters Memorial
- Park Hudson Tenant Corp.
- Harborview Condo Association
- Columbia Avenue Condominium Association
- Goya Federal Credit Union
- Liberty Savings Federal Credit Union
- Education & Health Centers of America
- 200 Club of Hudson County
- Athletes For A Better Community, Inc.
- Bergen Pines County Hospital Foundation
- Barrow Mansion Development Corporation
- Passaic County Historical Society

RELIGIOUS ORGANIZATIONS

- Diocese of Metuchen
- Jesuit Community of St. Peter's College
- St. Francis of Assisi Cathedral Church and School
- St. Frances Cabrini Church and School
- St. Ambrose Church and School
- Our Lady of Peace
- Bishop George Ahr High School
- St. Matthias
- St. Thomas
- St. Ann's
- St. Bartholomew
- Church of St. Stephen Protomartyr
- St. Abanoub & St. Antony Coptic Orthodox Church

PROFESSIONAL SERVICES

- Hughes & Finnerty, P.C.
- Charles F. Krause, Esq.
- Robert Pompliano, Esq.
- Leonard P. Kiczek, Esq.
- Karen Saminski, Esq.
- Carpenter & Carpenter
- Fitzpatrick & Fitzpatrick, P.A.
- Schumann Hanlon LLC

REVIEW REPORT ON SYSTEM OF QUALITY CONTROL

SECTION IV

CLAUDE W. SPIRON
Certified Public Accountant

821 Shadebrush Ridge, West Chester, Pennsylvania 19382 ♦ 610.733.7459 ♦ Fax 610.429.4649

System Review Report

December 9, 2011

To the Owners of
Donohue, Gironda & Doria
and the Peer Review Committee of the New Jersey Society of CPAs

I have reviewed the system of quality control for the accounting and auditing practice of Donohue, Gironda & Doria (the firm) in effect for the year ended June 30, 2011. My peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. My responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on my review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In my opinion, the system of quality control for the accounting and auditing practice of Donohue, Gironda & Doria in effect for the year ended June 30, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Donohue, Gironda & Doria has received a peer review rating of *pass*.

Claude W. Spiron, CPA

ACCOUNTANTS' PROFESSIONAL

LIABILITY INSURANCE CERTIFICATE

SECTION V

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
David Brenner
PHILADELPHIA INSURANCE COMPANIES
ONE BALA PLAZA, STE 100
BALA CYNWYD, PA 19004

CONTACT NAME: David Brenner
PHONE (A/C, No, Ext): 610.617.6048 FAX (A/C, No):
E-MAIL ADDRESS: dbrenner@phlyins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PHILADELPHIA INDEMNITY INSURANCE	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DONOHUE, GIRONDA & DORIA, CPA'S
310 BROADWAY
BAYONNE, NJ 07002

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
	X CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 0
X	Accountants Professional Liab.			PHSD793845	11/07/2012	11/07/2013	PERSONAL & ADV INJURY	$ 0
							GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 0
	X POLICY PRO-JECT LOC						Deductible/per claim	$ 35,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured below

CERTIFICATE HOLDER

The County of Hudson, its boards, commissions, agents, servants and employees.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Peggy O. Walsh
AUTHORIZED REPRESENTATIVE

PEGGY O. WALSH

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STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

SECTION VI

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
DONOHUE,GIRANDA & DORIA CPA

TRADE NAME:

TAXPAYER IDENTIFICATION#:
222-095-523/000

SEQUENCE NUMBER:
0962674

ADDRESS:
308-310 BROADWAY
BAYONNE NJ 07002

ISSUANCE DATE:
03/23/04

EFFECTIVE DATE:
07/01/76

Acting Director

FORM-BRC(08-01)

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

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

SECTION VII

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 10001

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

RENEWAL

15-APR-2013 to 15-APR-2020

DONOHUE, GIRONDA & DORIA, CPA'S
310 BROADWAY
HUDSON NJ 07002

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 14.071

Agenda No. 10.Z.8

Approved: JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO EXTEL COMMUNICATIONS INC. FOR THE PURCHASE AND INSTALLATION OF VOICE AND DATA CABLING SYSTEMS UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey (City), new Municipal Services Building on Linden Avenue needs Voice and Data Cabling Systems; and

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

WHEREAS, Extel Communications Inc. 830 Belmont Avenue, North Haledon, New Jersey 07508 is in possession of State Contract No. **A80807**, submitted a proposal for **Voice and Data Cabling Systems**; and

WHEREAS, funds are available for this contract in **Administration's Capital Account Fund;**

Account	P.O. #	State Contract	Total Contract
04-215-55-920-990	112425	A80807	$102,144.00

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

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

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

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.071

Agenda No. 10.Z.8 JAN 29 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO EXTEL COMMUNICATIONS INC. FOR THE PURCHASE AND INSTALLATION OF VOICE AND DATA CABLING SYSTEMS UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 04-215-55-870-990.

Account	P.O. #	State Contract	Total Contract
04-215-55-920-990	112425	A80807	$102,144.00

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

PF/pv
1/23/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monaghan for
Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO EXTEL COMMUNICATIONS INC. FOR THE PURCHASE AND INSTALLATION OF VOICE AND DATA CABLING SYSTEMS UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

Department/Division	**Administration**	**Information Technology**
Name/Title	**Robert Magro**	**Director**
Phone/email	**201-547-4274**	**bobm@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

TO ACQUIRE GOODS AND SERVICES NECESSARY FOR THE INSTALLATION OF VOICE AND DATA SYSTEMS CABLING IN THE NEW MUNICIPAL SERVICES CENTER ON LINDEN AVE.

Cost (Identify all sources and amounts)

$102,144.00

Contract term (include all proposed renewals)

2-1-14 TO 4-1-14

Type of award **STATE CONTRACT**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

1-24-14

Date

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
112425
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

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

REQUISITION # **0164849**
BUYER **STATECONT**

DATE	VENDOR NO
01/23/2014	EX196350

VENDOR INFORMATION

EXTEL COMMUNICATIONS INC
830 BELMONT AVENUE

NORTH HALEDON NJ 07508

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	VOICE/DATA CABLING SYSTEMS NECESSARY FOR THE NEW MUNICIPAL SERVICES BUILDING ON LINDEN AVE T-1316: TELECOMMUNICATIONS EQUIPMENT AND SERVICES LINE: 00017, COMM CODE: 939-72-077348 LINE: 00029, COMM CODE: 915-79-077355 LINE: 00034, COMM CODE: 936-84-079486 SC A80807 SC RESO_____, APPROVED_____	04-215-55-920-990	102,144.0000	102,144.00
		TAX EXEMPTION NO. 22-6002013		PO Total	102,144.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X _____
VENDOR SIGN HERE

_____
OFFICIAL POSITION DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

_____
TITLE OR POSITION DATE

_____
APPROVED BY THE PURCHASING AGENT DATE

_____
APPROVED BY ACCOUNTS & CONTROL DATE

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

RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0164849
DEPT/DIV: INFO TECH

PO # 112425
SUBJ: VOICE & DATA CABLING SYSTEM

GOODS & SERVICES NON BIDS	Amending	Emergcy	EUS	GSA	Ord	P2P	Prof Srvc	SC	Lib	Reso
Quote/Proposal/Agreement								X		
EEO/AA Compliance										
BRC/Validation								X		
Pay-to-Play, Political Contribution/B.E.D.								X		
Legislative Fact Sheet/ Determination of Value								X		
Other:										

Notes:

BIDS	Goods & Srvcs	Construcion	RFP's	RFQ's	Reso	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

Requisition #
0164849

CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

Requisition

Assigned PO #

Vendor
EXTEL COMMUNICATIONS INC
830 BELMONT AVENUE
NORTH HALEDON NJ 07508

EX196350

Dept. Bill To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY

Dept. Ship To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

Contact Info
ROBERT MAGRO
015474274.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	VOICE/DATA CABLING	0421555920990	102,144.00	102,144.00

SYSTEMS NECESSARY FOR THE NEW
MUNICIPAL SERVICES BUILDING ON LINDEN AVE

T-1316: TELECOMMUNICATIONS EQUIPMENT
AND SERVICES

LINE: 00017, COMM CODE: 939-72-077348
LINE: 00029, COMM CODE: 915-79-077355
LINE: 00034, COMM CODE: 936-84-079486

SC A80807

SC RESO_____, APPROVED_____

Requisition Total **102,144.00**

Req. Date: 01/17/2014
Requested By: BOBM
Buyer Id:

Approved By:_____

This Is Not A Purchase Order

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	EXTEL COMMUNICATIONS, INC.
Trade Name:	
Address:	830 BELMONT AVE NORTH HALEDON, NJ 07508-2339
Certificate Number:	0102634
Effective Date:	November 23, 1987
Date of Issuance:	January 23, 2014

For Office Use Only:

20140123153013505

Notice of Award
Term Contract(s)

T-1316
TELECOMMUNICATIONS EQUIPMENT & SERVICES

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JAMES E STRYPE

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

Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (54 kb)
- TELECOMMUNICATIONS EQUIPMENT & SERVICES Link
- Amendment #1 - Additional Distributors Adobe PDF (19 kb)
- Amendment #2 - Additional Distributors Adobe PDF (21 kb)
- Amendment #3 - Additional Distributors Adobe PDF (19 kb)
- Amendment #4 - Additional Distributors Adobe PDF (17 kb)
- Amendment #5 - Additional Distributors Adobe PDF (21 kb)
- Amendment #6 - Additional Distributors Adobe PDF (21 kb)

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

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

NOAs By Number **NOAs By Title** **Search NOAs**

Index #:	T-1316
Contract #:	VARIOUS
Contract Period:	FROM: 02/01/12 TO: 01/31/17
Applicable To:	ALL STATE AGENCIES

Contract#:	80812
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	EXTEL COMMUNICATIONS INC 830 BELMONT AVE NORTH HALEDON, NJ 07508
Contact Person:	THOMAS M RICHE
Contact Phone:	973-427-3900
Order Fax:	973-427-0008
Contract#:	80807
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	10 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	MCI COMMUNICATIONS SRVCS INC ONE VERIZON WAY BASKING RIDGE, NJ 07920
Contact Person:	JIM LIVECCHI
Contact Phone:	609-915-4017
Order Fax:	000-000-0000
Contract#:	80813
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
*** WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?**	

Vendor Name & Address:	MITEL NETWORKS INC 1146 NORTH ALMA SCHOOL RD MESA, AZ 85201
Contact Person:	PETER COSME
Contact Phone:	312-479-9032
Order Fax:	312-479-9002
Contract#:	80805
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	10 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO

	ACD SERVICE - SCHEDULE W				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00034	COMM CODE: 936-84-079486 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: HOURLY LABOR RATES - SCHEDULE X DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A

Vendor: DIRAD TECHNOLOGIES INC		**Contract Number:** 80812			
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00021	COMM CODE: 915-79-077357 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: INTERACTIVE VOICE RESPONSE (IVR) SERVICE - SCHEDULE O DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A

Vendor: EXTEL COMMUNICATIONS INC		**Contract Number:** 80807			
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00014	COMM CODE: 939-72-057373 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: SEI - MAINTENANCE, MOVES, CHANGES, UPGRADES AND ADD-ON TO EXISTING SYSTEMS. BRAND: SEI	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00016	COMM CODE: 939-72-057357 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: TONE COMMANDER - MAINTENANCE, MOVES, CHANGES, UPGRADES AND ADD-ON TO EXISTING SYSTEMS, BRAND: TONE COMMANDER DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00017	COMM CODE: 939-72-077348 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: TOSHIBA -MAINTENANCE, MOVES, CHANGES, UPGRADES, ADD-ON TO EXISTING SYSTEMS	1.000	LOT	NET	N/A

	BRAND: TOSHIBA DELIVERY: 10 DAYS ARO				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00020	COMM CODE: 725-95-077356 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: REFURBISHMENT OF TELEPHONE SETS SCHEDULE N DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00025	COMM CODE: 725-55-077350 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: U P S - PRICING ON SCHEDULE F DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00026	COMM CODE: 915-79-077352 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: TECHNICAL SUPPORT SERVICE - SCHEDULE J DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00027	COMM CODE: 915-79-077353 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: DEDICATED SERVICE TECHNICIAN -SCHEDULE K DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00028	COMM CODE: 915-79-077354 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: TRAINING - SCHEDULE L DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00029	COMM CODE: 915-79-077355 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: PROJECT ENGINEERING, PROJECT MANAGEMENT, SITE MANAGEMENT SERVICE -	1.000	HOUR	NET	N/A

	SCHEDULE M DELIVERY: 10 DAYS ARO				
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00030	COMM CODE: 915-79-077361 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE -ALL INCLUSIVE ON-SITE: SCHEDULE G DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00031	COMM CODE: 915-79-077362 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE DEPOT SCHEDULE H DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00032	COMM CODE: 915-79-077363 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE TIME & MATERIAL ON-SITE - SCHEDULE I DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00034	COMM CODE: 936-84-079486 [EQUIPMENT MAINTENANCE AND REPAIR...] ITEM DESCRIPTION: HOURLY LABOR RATES - SCHEDULE X DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A

Vendor: MCI COMMUNICATIONS SRVCS INC **Contract Number:** 80813

LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**
00021	COMM CODE: 915-79-077357 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: INTERACTIVE VOICE RESPONSE (IVR) SERVICE - SCHEDULE O DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	**DESCRIPTION/MFGR/BRAND**	**EST QUANTITY**	**UNIT**	**% DISCOUNT**	**UNIT PRICE**

Patricia Vega

From: Tom Riche [triche@extelcommunications.com]
Sent: Friday, January 17, 2014 4:22 PM
To: Patricia Vega
Cc: Roy Hopper
Subject: RE: Quote: Jersey City New DPW Building

Patricia,
Should be:

Line # 0017
Commodity code 939-72-077348
Line# 0029
Commodity code 915-79-077355
Line# 0034
Commodity code 936-84--79486

From: Patricia Vega [mailto:VegaP@jcnj.org]
Sent: Friday, January 17, 2014 2:34 PM
To: Tom Riche
Subject: Quote: Jersey City New DPW Building
Importance: High

Hi Tom,

What line and commodity code is this under A80807?

Thank you!

Patricia M Vega
Principal Buyer, RPPS
Division of Purchasing
1 Journal Square Plaza 2nd Fl.
Jersey City, NJ 07306

VegaP@jcnj.org
Direct: 201.547.4278/Fax:6585
http://www.cityofjerseycity.com/administration.aspx?id=1098

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For more information please visit http://www.symanteccloud.com

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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).

Election Fund for Steven Fulop (2013)	**Councilperson Frank Gajewski**
Team Fulop	**Councilperson Khemraj "Chico" Ramchal**
Team Fulop Runoff	**Councilperson Richard Boggiano**
Lavarro for Council	**Councilperson Michael Yun**
Councilperson Joyce E. Watterman	**Councilperson Candice Osborne**
Councilperson Daniel Rivera	**Councilperson Diane Coleman**

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
THOMAS M RICHE	448 STERLING PLACE
	RIDGEWOOD NJ 07450
Roy Hopper	5 LENAPA TRAIL
	OAK RIDGE, NJ 07438

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: EXTEL COMMUNICATIONS, INC
Signed: Roy Hopper Title: V. President
Print Name: Roy Hopper Date: 1/17/14

Subscribed and sworn before me this 17 day of January, 2014
My Commission expires: 1/17/17

Roy Hopper
(Affiant)
Roy Hopper V.P.
(Print name & title of affiant) (Corporate Seal)

THOMAS M RICHE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 17, 2017

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	EXTEL COMMUNICATIONS, INC		
Address:	830 BELMONT AVE		
City:	NORTH HALEDON	State: NJ	Zip: 07508

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	ROY HOOPER	VP

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
NONE			

☐ Check here if the information is continued on subsequent page(s)

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 EXTEL COMMUNICATIONS, INC (name of business entity) has not made any reportable contributions in the **one-year period preceding January 2014 (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 EXTEL COMMUNICATIONS, 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: EXTEL COMMUNICATIONS INC

Signed [signature] Title: VP

Print Name ROY HOGGER Date: 1-17-14

Subscribed and sworn before me
this 17 day of Jan, 2014
My Commission expires:
1/17/17

[signature]
(Affiant)

R. HOGGER
(Print name & title of affiant) (Corporate Seal)

THOMAS M RICHE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 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.

EXTEL Communications, Inc.
830 Belmont Ave.
North Haledon NJ 07508

QUOTE: JERSEY CITY NEW DPW BUILDING
DATE: 1/17/14

LABOR AND MATERIAL PRICING

DESCRIPTION	COST
FIRST FLOOR	
INSTALL 25 DUAL CAT 6 DROP LOCATIONS FOR OFFICE, CUBICALS AND CONF ROOM AREA.	
INSTALL 10 QUAD CAT 6 DROP LOCATIONS FOR OFFICE, CUBICALS AND CONF ROOM AREA.	
INSTALL 3 SINGLE CAT 6 DROP LOCATIONS FOR WIRELESS ACCESS POINTS.	
INSTALL 5 SINGLE CAT 6 DROP LOCATIONS FOR GARAGE AREAS.	
INSTALL 7' RACK SYSTEM FOR IDF LOCATION BY ELEVATORS.	
INSTALL12 STRAND MM FIBER FROM IDF LOCATION TO 2ND FLR MDF SERVER ROOM AREA.	
INSTALL 25 PAIR CAT 3 VOICE FROM IDF LOCATION TO 2ND FLR MDF SERVER ROOM AREA.	
INSTALL J HOOKS TO SUPPORT CABLE INFRASTRUCTURE.	
SECOND FLOOR	
INSTALL 25 DUAL CAT 6 DROP LOCATIONS FOR OFFICE, CUBICALS AND CONF ROOM AREA.	
INSTALL 10 QUAD CAT 6 DROP LOCATIONS FOR OFFICE, CUBICALS AND CONF ROOM AREA.	
INSTALL 3 SINGLE CAT 6 DROP LOCATIONS FOR WIRELESS ACCESS POINTS.	
INSTALL 3 MIDDLE ATLANTIC DRK GANGABLE DATA NETWORK ENCLOSURE WITH FRONT & REAR VENTED DOORS, THERMO CONTROLLED INTEGRATED FAN TOP, VERTICAL 15AMP SUGRE POWER STRIP AND FRONT VERTICAL WIRE MANAGEMENT IN MDF SERVER ROOM.	
INSTALL CABLE TRAY TO SUPPORT CABLE INFRASTRUCTURE IN MDF SERVER ROOM.	
INSTALL 50 PAIR CAT 3 FROM MDF SERVER ROOM TO VERIZON DEMARC ON 1ST FLOOR.	
INSTALL J HOOKS TO SUPPORT CABLE INFRASTRUCTURE.	
THIRD FLOOR	
INSTALL 25 DUAL CAT 6 DROP LOCATIONS FOR OFFICE, CUBICALS AND CONF ROOM AREA.	
INSTALL 10 QUAD CAT 6 DROP LOCATIONS FOR OFFICE, CUBICALS AND CONF ROOM AREA.	
INSTALL 3 SINGLE CAT 6 DROP LOCATIONS FOR WIRELESS ACCESS POINTS.	
INSTALL 7' RACK SYSTEM FOR IDF LOCATION BY ELECTRIC CLOSET A304B.	
INSTALL12 STRAND MM FIBER FROM IDF LOCATION TO 2ND FLR MDF SERVER ROOM AREA.	

INSTALL 25 PAIR CAT 3 VOICE FROM IDF LOCATION TO 2ND FLR MDF SERVER ROOM AREA. INSTALL J HOOKS TO SUPPORT CABLE INFRASTRUCTURE. INSTALLATION INCLUDES ALL CAT 6 PATCH PANELS, CAT 6 JACKS, FURNITURE AND WALL PLATES, RACKS SYSTEMS, CABINETS, CABLE TRAY, FIBER BOXES, FIBER CONNECTORS, 12 STRAND FIBER, CAT 6 CABLE , CAT 3 25 AND 50 PAIR CABLE, JHOOKS AND ALL MISC HDW. TERMINATE, LABEL, TEST AND CERTIFY ALL FIBER, CAT 6 AND CAT 3 CABLE TO INDUSTRY STANDARDS. LIFETIME WARRANTY ON NEW CAT 6 CABLE INFRASTUCTURE INCLUDED.	
TOTAL PROJECT COSTS	$102,144.00

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

City Clerk File No. Res. 14.072

Agenda No. 10.Z.9

Approved: JAN 29 2014

TITLE:

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

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

WHEREAS, the Jersey City Police Department is staging an "eye in the sky" apparatus on 6th Street across from the Westin Hotel on Washington Boulevard as a security measure during Superbowl Week , and

WHEREAS, the owner of te property, Newport Associates, requires indemnification and proof of insurance from the City of Jersey City , and

WHEREAS, the Police Department will use the property from January 26, 2014 until February 3 2014 , and

WHEREAS, the agreement will specify the City's responsibilities to the owners of the facility, including an indemnification and held harmless clause in which the owner cannot be held liable for injuries received by participants in this training, and

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

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying the Newport Associates Development Corp., Newport Sixth Street , LLC and Newport NJ Square Construction Corp. for the use of their property by the Jersey City Police Department for the staging of the "eye in the sky"
2. The Risk Manager is authorized to issue a letter of insurance to Newport Associates Development Corp., Newport Sixth Street , LLC and Newport NJ Square Construction for the use of this property
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED:_____

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

_____ for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.29.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk