

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

City Clerk File No. Res. 19-256

Agenda No. 10.A

Approved: MAR 27 2019

TITLE:



RESOLUTION INTRODUCING THE CALENDAR YEAR 2019 MUNICIPAL BUDGET

COUNCIL offered and moved
adoption of the following resolution:

WHEREAS, it is necessary for the City of Jersey City to prepare an annual budget identifying all of the anticipated appropriations and revenues to support governmental operations for Calendar Year 2019; and

WHEREAS, N.J.S.A. 40A:4-5 provides for the introduction of the annual Municipal Budget, and

WHEREAS, upon approval of the introduction, a public hearing will be scheduled for comments; and

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that in accordance with the aforementioned statute;

- The Municipal Council approves the introduction of the Calendar Year 2019 Municipal Budget of the City of Jersey City.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
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 INTRODUCING THE CALENDAR YEAR 2019 MUNICIPAL BUDGET

Initiator

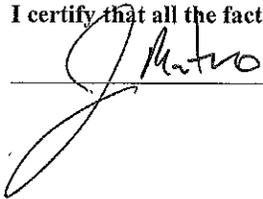
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	(201) 547-5042	jmetro@jcnj.org

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

Resolution Purpose

It is necessary for the City of Jersey City to prepare an annual budget identifying all of the anticipated appropriations and revenues to support governmental operations for Calendar Year 2019.

I certify that all the facts presented herein are accurate.



Date: 3/18/2018

2019
MUNICIPAL BUDGET

Municipal Budget of the _____ City _____ of _____ Jersey City _____ County of _____ Hudson _____ for the Calendar Year 2019.

It is hereby certified the Budget and Capital Budget annexed hereto and hereby made a part hereof is a true copy of the Budget and Capital Budget approved by resolution of the Governing Body on the

_____ 27th _____ day of _____ March _____, 2019
and that public advertisement will be made in accordance with the provisions of N.J.S. 40A:4-6 and N.J.A.C. 5:30-4.4(d).

Certified by me, this _____ 27th _____ day of _____ March _____, 2019

Robert Byrne
280 Grove Street

Address
Jersey City, New Jersey 07302

Address
(201) 547-5149

Phone Number

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, and the total of anticipated revenues equals the total of appropriations.

Certified by me, this _____ 27th _____ day of _____ March _____, 2019

Mark W. Bednarz
310 Broadway

547
RMA
Bayonne, NJ 07002

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original of file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof, the total of anticipated revenues equals the total of appropriations and the budget is in full compliance with the Local Budget Law, N.J.S. 40A:4-1 et seq.

Certified by me, this _____ 27th _____ day of _____ March _____, 2019

Elizabeth Castillo, Chief Financial Officer

DO NOT USE THESE SPACES

CERTIFICATION OF ADOPTED BUDGET
(Do not advertise this Certification form)
It is hereby certified that the amount to be raised by taxation for local purposes has been compared with the approved Budget previously certified by me and any changes required as a condition to such approval have been made. The adopted budget is certified with respect to the foregoing only.
STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services
Dated: _____ 2019 By: _____

CERTIFICATION OF APPROVED BUDGET
It is hereby certified that the Approved Budget made part hereof complies with the requirements of law, and approval is given pursuant to N.J.S. 40A:4-79.
STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services
Dated: _____ 2019 By: _____

MUNICIPAL BUDGET NOTICE

Section 1.

Municipal Budget of the City of Jersey City, County of Hudson for the Calendar Year 2019

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the Year 2019

Be it Further Resolved, that said Budget be published in the JERSEY JOURNAL

in the issue of April 12, 2019

The Governing Body of the CITY of JERSEY CITY does hereby approve the following as the Budget for the year 2019.

RECORDED VOTE

Ayes

[Empty box for recording Ayes]

Nays

[Empty box for recording Nays]

Abstained

[Empty box for recording Abstained]

Absent

[Empty box for recording Absent]

Notice is hereby given that the Budget and Tax Resolution was approved by the MUNICIPAL COUNCIL of the CITY of JERSEY CITY, County of HUDSON, on WEDNESDAY, MARCH 14, 2019

A Hearing on the Budget and Tax Resolution will be held at ANNA & ANTHONY R. MEMORIAL COUNCIL CHAMBERS, 280 GROVE STREET, JERSEY CITY, NJ, on WEDNESDAY, APRIL 24, 2019 at

6:00 o'clock P.M. at which time and place objections to said Budget and Tax Resolution for the year 2019 may be presented by taxpayers or other interested persons

EXPLANATORY STATEMENT

SUMMARY OF CURRENT FUND SECTION OF APPROVED BUDGET

	YEAR 2019
General Appropriations For:(Reference to item and sheet number should be omitted in advertised budget)	xxxxxxxxxxx
1. Appropriations within "CAPS"-	xxxxxxxxxxx
(a) Municipal Purposes {(item H-1, Sheet 19)(N.J.S. 40A:4-45.2)}	481,654,091.00
2. Appropriations excluded from "CAPS"	xxxxxxxxxxx
(a) Municipal Purposes (item H-2, Sheet 28)(N.J.S. 40A:4-45.3 as amended)}	100,160,621.00
(b) Local District School Purposes in Municipal Budget(item K, Sheet 29)	5,256,764.00
Total General Appropriations excluded from "CAPS"(item O, sheet 29)	105,417,385.00
3. Reserve for Uncollected Taxes (item M, Sheet 29) Based on Estimated <u>98.51%</u> Percent of Tax Collections	8,157,382.00
4 Total General Appropriations (item 9, Sheet 29)	595,228,858.00
5. Less: Anticipated Revenues Other Than Current Property Tax (item 5, Sheet 11)	
(i.e. Surplus, Miscellaneous Revenues and Receipts from Delinquent Taxes)	333,142,498.00
6. Difference: Amount to be Raised by Taxes for Support of Municipal Budget (as follows)	xxxxxxxxxxx
(a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes (item 6(a), Sheet 11)	247,989,793.00
(b) Addition to Local District School Tax (item 6(b), Sheet 11)	2,758,394.00
(c) Minimum Library Tax	11,338,173.00

EXPLANATORY STATEMENT - (CONTINUED)
SUMMARY OF 2018 APPROPRIATIONS EXPENDED AND CANCELED

	General Budget			
Budget Appropriations - Adopted Budget	593,898,612.00			
Budget Appropriation Added by N.J.S 40A:4-87	22,011,271.00			
Emergency Appropriations	15,440,500.00			
Total Appropriations	631,350,383.00			
Expenditures:				
Paid or Charged (Including Reserve for Uncollected Taxes)	611,493,364.00			
Reserved	19,882,148.00			
Unexpended Balances Canceled	-			
Total Expenditures and Unexpended Balances Cancelled	631,375,512.00			
Overexpenditures*	25,129.00			

Explanations of Appropriations for "Other Expenses"

The amounts appropriated under the title of "Other Expenses" are for operating costs other than "Salaries & Wages."

Some of the items included in "Other Expenses" are:

Materials, supplies and non-bondable equipment;

Repairs and maintenance of buildings, equipment, roads, etc.,

Contractual services for garbage and trash removal, fire hydrant service, aid to volunteer fire companies, etc;

Printing and advertising, utility services, insurance and many other items essential to the services rendered by municipal government.

*See Budget Appropriation items so marked to the right of column (Expended 2018 Reserved.)

EXPLANATORY STATEMENT - (CONTINUED)

APPROPRIATIONS CAP CALCULATION

Total General Appropriations for 2018	615,909,883
CAP Base Adjustment	
Subtotal	615,909,883

Exceptions to CAP:

Total Other Operations	12,020,000
Total Capital Improvements	1,874,490
Total Debt Service	69,152,754
Total Approp for School Purpose	5,561,764
Total Public & Private Programs	36,693,898
Judgments	-
Total Deferred Charges	6,000,000
Reserve for Uncollected Taxes	7,599,511
Total Additional Appropriations	
Total Exceptions	138,902,417

Amount on which .1% CAP is Applied	477,007,466
2.5% CAP	11,925,187
CAP Bank	
Value of New Construction	7,332,093
Allowable Operating Appropriations before	
Additional Exceptions per NJS 40A:4-45.3	496,264,746
Additional percentage if 3.5% Ordinance Approved	4,770,075
Allowable Operating Appropriations	
NJS 40A:4-45.14	501,034,820
Fiscal Year In-CAP Appropriations	481,654,091

SUMMARY OF SPLIT FUNCTIONS

In order to comply with statutory and regulatory requirements, the amounts appropriated for certain departments or functions have been split and their parts appear in several places. Those appropriations which have been split are as follows:

Group Health Insurance	
Projected Costs:	103,860,083.00
Less Employee Contb	11,900,000.00
Less Grant Employees Reimb	375,000.00
Less 3rd Party Reimb	675,000.00
Net Group Health Insurance Appropriation:	
Inside Cap -	90,910,083.00
Outside Cap -	
CY17 Budget Appropriation -	90,910,083.00

**EXPLANATORY STATEMENT - (CONTINUED)
BUDGET MESSAGE**

Levy CAP Calculation

Chapter 62 of the Laws of 2007 imposed a Property Tax Levy CAP which was amended by P.L. 2008, Chapter 6 and further amended by P.L. 2010, Chapter 44 (S-29 R1) approved July 13, 2010. The law (N.J.S.A. 40A:4-45.44 through 45.47) establishes a formula that limits increases in the local unit amount to be raised by taxation for each local unit budget. The budget contained herewith is within the limits imposed by this law and for the City of Jersey City is calculated as follows:

Prior Year Amount to be Raised by Taxation for Municipal Purposes	\$ 236,746,746	Balance (carried forward)	\$ 249,609,013
Cap Base Adjustment (+/-)			
Less: Prior Year Deferred Charges to Future Taxation Unfunded	0	Less - Cancelled or Unexpended Exclusions	
Less: Prior Year Deferred Charges - Emergencies	6,000,000		
		Adjusted Tax Levy	249,609,013
Less: Changes in Service Provider - Transfer of Service/ Function			
Net Prior Year Tax Levy for Municipal Purpose Tax for Cap Calculation	230,746,746	Additions:	
Plus: 2% Cap increase	4,614,935	New Ratables - Increased in Valuations	\$ 1,064,164,472
Adjusted Tax Levy	235,361,681	Prior Year's Local Municipal Purpose Tax Rate (per \$100)	0.689
		New Rateable Adjustment to Levy	7,332,093
Adjusted Tax Levy Prior to Exclusions	235,361,681		
Exclusions:		Maximum Allowable Amount to be Raised by Taxation	\$ 256,941,106
Allowable Shared Service Agreements Increase			
Allowable Health Insurance Cost Increase	-		
Allowable Pension Obligations Increase	3,045,027	Amount to be Raised by Taxation for Municipal Purposes	\$ 247,989,793
Allowable LOSAP Increase			
Allowable Capital Improvements Increase	-		
Allowable Debt Service and Capital Leases Increase	4,014,205	Unused CY 2019 Tax Levy Available for Banking (CY 2020 - CY 2022)	\$ 8,951,313
Recycling Tax Appropriation			
Deferred Charges to Future Taxation Unfunded			
Current Year Deferred Charges - Emergencies	7,188,100		
Add Total Exclusions	14,247,332		
Balance (carried forward)	249,609,013		

CURRENT FUND- ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
1. Surplus Anticipated	08-100	35,998,595.00	26,557,200.00	26,557,200.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services	08-101	11,550.00	23,048.00	23,048.00
Total Surplus Anticipated		36,010,145.00	26,580,248.00	26,580,248.00
3. Miscellaneous Revenues - Section A: Local Revenues	xxxxxxx		xxxxxxxxxxx	
Licenses:	xxxxxxx		xxxxxxxxxxx	
Marriage Licenses	08-103	5,666.00	6,753.00	5,666.00
Alcoholic Beverage Licenses	08-141	758,899.00	832,354.00	758,899.00
Advertising Ordinance Fees	08-105	441,441.00	334,618.00	441,441.00
Search Fees	08-106	214.00	174.00	214.00
Hotel Occupancy Tax	08-107	10,121,572.00	8,344,737.00	10,121,572.00
Municipal Court Fines	08-108	16,874,528.00	16,329,597.00	16,874,528.00
Interest & Cost on Taxes	08-111	1,047,512.00	1,025,800.00	1,047,512.00
Interest on Investments & Deposits	08-112	1,878,854.00	1,021,914.00	1,878,854.00
Lot Cleaning Charges	08-123	5,938.00	12,056.00	5,938.00
Tax Collector's Fees	08-124	19,539.00	50,644.00	19,539.00
Assessor Application Fees	08-125	-	3,537.00	-
Sewer & Street Opening Permits	08-127	369,902.00	193,629.00	369,902.00
Swimming Pool Fees	08-129	144,151.00	145,471.00	144,151.00
Skating Rink Fees	08-130	152,006.00	123,192.00	152,006.00

CURRENT FUND- ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section A: Local Revenues (continued):	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Laundry Licenses	08-131	73,100.00	91,100.00	73,100.00
Vending Machine Licenses	08-132	56,956.00	23,665.00	56,956.00
Food Establishment Licenses	08-133	732,650.00	794,175.00	732,650.00
Police Reports- ID Bureau Fees	08-135	198,336.00	135,083.00	198,336.00
Parking Lot Tax	08-136	8,648,220.00	8,092,843.00	8,648,220.00
Dine & Dance Permits	08-138	25,900.00	28,000.00	25,900.00
Elevator Inspection Fees	08-139	768,731.00	600,249.00	768,731.00
Hack (Taxicabs & Omnibus) Licenses	08-140	91,185.00	112,415.00	91,185.00
Bingo & Raffle Licenses	08-142	8,330.00	11,500.00	8,330.00
Parking Lot Licenses	08-143	217,636.00	579,227.00	217,636.00
Site Plan Review Fees	08-145	927,536.00	1,010,013.00	927,536.00
Hotel/Motel Licenses	08-156	101,040.00	79,840.00	101,040.00
Interstate Waste	08-170	614,139.00	454,588.00	614,139.00
Settlements	08-179	-	-	-
Certified Copies- Marriage Licenses	08-180	36,585.00	41,285.00	36,585.00
Zoning Permits & Ordinance Copies	08-181	378,711.00	256,455.00	378,711.00
Death Certificates	08-182	65,490.00	65,265.00	65,490.00
Vacant Property Registration	08-184	286,670.00	138,355.00	286,670.00

CURRENT FUND- ANTICIPATED REVENUES

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section A: Local Revenues (continued):	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Parking Enforcement- Lease Fees	08-190	207,559.00	327,504.00	207,599.00
Parking Enforcement- Meter Fees	08-191	1,512,352.00	1,395,995.00	1,512,352.00
Parking Enforcement- Misc. Fees	08-192	2,023,145.00	1,598,552.00	2,023,145.00
Landlord Registration	08-195	210,431.00	317,183.00	210,431.00
Passaic Valley Sewerage Commission Incentive	08-213	171,102.00	178,392.00	178,392.00
Hackensack Meadowlands Adjustment	08-609	1,061,851.00	1,072,851.00	1,391,342.00
Cable T.V. Franchise Fees	08-612	2,298,335.00	2,498,917.00	2,507,532.00
Dumpster Fee	08-624	71,787.00	34,825.00	71,787.00
Mechanical Amusement Devices	08-660	6,950.00	9,625.00	6,950.00
Used Motor Vehicle Dealer Licenses	08-661	66,000.00	30,000.00	66,000.00
Total Section A: Local Revenues	08-001	52,680,949.00	48,402,378.00	53,226,967.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section C: Dedicated Uniform Construction				
Code Fees Offset with Appropriations(N.J.S. 40A:4-36 & N.J.A.C 5:23-4.17)	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Uniform Construction Code Fees	08-137	7,121,992.00	6,538,637.00	7,121,992.00
Special Item of General Revenue Anticipated with Prior Written				
Consent of Director of Local Government Services:	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Additional Dedicated Uniform Construction Code Fees Offset with	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Appropriations (NJS 40A:4-45.3h and NJAC 5:23-4.17)	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Uniform Construction Code Fees				
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations		7,121,992.00	6,538,637.00	7,121,992.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section D:Special Items of General Revenue Anticipated				
With Prior Written Consent of the Director of Local Government Services -				
Shared Service Agreements Offset with Appropriations	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Total Section D: Shared Service Agreements Offset With Appropriations	11-001	-	-	-

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCCA	Anticipated		Realized in Cash in 2018
		2019	2018	
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations:	xxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx	xxxxxxxxxxxxx
UASI - Local Share	08-268	-	1,735,000.00	1,735,000.00
HCHPP - Apple Tree House	08-433	-	6,500.00	6,500.00
Sandy Recovery - FEMA Match	08-622	-	404,774.00	404,774.00
NLIH - Apple Tree House	08-623	-	5,000.00	5,000.00
WMC	08-654	-	1,802,584.00	1,802,584.00
Summer Food Program	08-655	-	754,626.00	754,626.00
Child Health - CLPPP	08-657	-	704,583.00	704,583.00
Child Health - 2018-2019	08-658	-	834,000.00	834,000.00
Municipal Drug Alliance	08-665	-	213,903.00	213,903.00
Drunk Driver Enforcement	08-669	11,732.00	12,411.00	12,411.00
KRESGE - Public Health Str.	08-698	-	125,000.00	125,000.00
STD	08-703	-	122,183.00	122,183.00
Mental Health Awareness	08-707	-	375,000.00	375,000.00
Subregional Transportation	08-717	-	112,130.00	112,130.00
Summer Expansion Program	08-722	-	20,000.00	20,000.00
NEA Big Read Art Program	08-723	-	15,000.00	15,000.00
Youth Corp Urban Getaway	08-738	-	32,000.00	32,000.00
Arbor Day Tree - NUSEA	08-740	-	1,000.00	1,000.00
AHA Community Impact Program	08-745	-	2,800.00	2,800.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations (Continued):	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Senior Farmer's Market	08-753	-	1,750.00	1,750.00
Recycling Tonnage	08-777	423,248.00	306,936.00	306,936.00
JTPA	08-798	-	2,748,030.00	2,748,030.00
Peer Grouping Grant	08-799	-	80,000.00	80,000.00
Healthiest Cities & Counties	08-853	-	10,000.00	10,000.00
The Hartford - Junior Fire	08-856	-	10,000.00	10,000.00
Gateway Beautification	08-871	-	8,390,000.00	8,390,000.00
Clean Communities	08-873	-	371,385.00	371,385.00
ROID Grant	08-876	-	10,000.00	10,000.00
Ed Byrne (JAG)	08-877	-	173,538.00	173,538.00
LAIF - MLK Dr. Roadway & Tr.	08-884	-	839,385.00	839,385.00
Port Security - Police ESU	08-892	-	19,600.00	19,600.00
CSBG	08-897	-	933,801.00	933,801.00
Senior Nutrition	08-898	1,095,641.00	1,113,301.00	1,113,301.00
The Conservation Fund	08-907	-	10,000.00	10,000.00
Family Health Initiative	08-908	-	20,000.00	20,000.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations (Continued):	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Comprehensive Traffic Safety	08-914	28,440.00	27,020.00	27,020.00
COPS Hiring Grant	08-916	-	1,875,000.00	1,875,000.00
Summer Works Initiative	08-922	-	180,000.00	180,000.00
Target Grant	08-923	-	500.00	500.00
HCOS - Berry Lane Park	08-932	-	500,000.00	500,000.00
Sustainable Jersey	08-940	-	30,000.00	30,000.00
Innovation Teams Grant	08-942	-	73,443.00	73,443.00
Distracted Driving	08-943	-	6,600.00	6,600.00
JTPA - Smartsteps PY Funds	08-944	-	12,038.00	12,038.00
Cooperative Marketing	08-952	-	10,500.00	10,500.00
Sub-regional Studies Project	08-968	-	240,000.00	240,000.00
Health Community Healthy Citizens	08-969	-	18,800.00	18,800.00
Comprehensive Cancer Control	08-973	-	26,250.00	26,250.00
Make-A-Splash	08-975	-	4,824.00	4,824.00
HUD - CDBG	08-984	-	5,603,099.00	5,603,099.00
HUD - HOME	08-985	-	2,019,702.00	2,019,702.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section F: Special Items of General Revenue				
Anticipated with Prior Written Consent of Director of Local Government				
Services - Public and Private Revenues Offset with Appropriations (Continued):	XXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX
HUD - ESG	08-986	-	453,186.00	453,186.00
HUD - HOPWA	08-987	-	2,422,186.00	2,422,186.00
HCOS - Riverview Fisk Park	08-988	-	500,000.00	500,000.00
Arbor Day Tree		-	1,000.00	1,000.00
Safe and Secure Communities	08-879	200,000.00	-	-
Body Armor Replacement	08-686	81,307.00	-	-
DASH Mentorship Project	08-701	5,000.00	-	-
Stormwater Quality Control (JCMUA)	08-700	4,000,000.00	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized In Cash In 2018
		2019	2018	
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Other Special Items				
Athens JC UR	XXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Grove Point Condo Urban Renewal	08-224	2,496,912.00	2,332,029.00	2,340,263.00
Erie-Tenth Urban Renewal	08-225	636,064.00	600,407.00	594,975.00
Greene Street UR, LLC	08-226	460,948.00	451,213.00	445,440.00
Liberty Harbor North UR (Metro Homes) (Gulls Cove)	08-227	264,483.00	259,536.00	258,742.00
Liberty Harbor North Condo UR 4 LLC	08-229	4,001,936.00	3,913,832.00	4,015,991.00
Liberty Harbor North Condo UR 4 LLC	08-231	1,102,548.00	1,011,212.00	1,065,440.00
Liberty Harbor North Brownstones	08-234	895,229.00	843,750.00	852,027.00
95 Van Dam St. UR LLC (The Foundry)	08-236	864,437.00	846,238.00	851,050.00
Lafayette Community LP	08-237	113,000.00	110,000.00	116,164.00
159 Second St UR, LLC (Waldo Lofts)	08-238	812,981.00	785,541.00	741,485.00
Centex Homes (475 Claremont Lofts)	08-240	547,506.00	506,774.00	207,090.00
Newport Shore Club South	08-242	2,304,308.00	2,190,780.00	2,134,474.00
Hudson Palisades UR	08-279	48,268.00	41,319.00	44,756.00
Montgomery Greene UR, LLC	08-282	1,052,186.00	1,021,166.00	962,972.00
H.P. Roosevelt UR LLC	08-283	-	580,000.00	360,036.00
Hovnanian	08-285	677,917.00	652,163.00	663,514.00
Monaco South	08-287	730,000.00	880,000.00	655,691.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash in 2018
		2019	2018	
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Other Special Items	xxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx	xxxxxxxxxxxx
Monaco North	08-288	768,000.00	850,445.00	799,283.00
Second Street Waterfront	08-289	2,197,496.00	2,033,395.00	2,054,309.00
AH Moore PH1 (G. Robinson)	08-290	31,123.00	31,123.00	27,089.00
Starns Avenue Elderly Apts. LP (VWCA Apts.)	08-291	75,647.00	75,647.00	86,227.00
Block 284 North U.R. LLC AKA ST. FRANCIS	08-292	1,034,363.00	1,008,692.00	986,686.00
272 Grove St.	08-295	268,000.00	300,000.00	528,670.00
LF Farm P3 (Barbara Place)	08-298	51,939.00	51,939.00	48,640.00
Lafayette Senior Living	08-299	12,300.00	12,300.00	13,558.00
254 Bergen Avenue	08-300	18,590.00	18,590.00	13,943.00
Salem Lafayette Associates	08-302	550,000.00	550,000.00	556,365.00
Unico Apartments	08-303	309,006.00	300,006.00	334,842.00
Mt. Carmel Guild (Ocean Towers)	08-304	125,000.00	125,000.00	138,578.00
Vecdor U.R. Assoc. (Harborspire I)	08-305	4,624,533.00	4,372,476.00	4,467,011.00
Villa Borinquen (Puerto Rican Lutheran)	08-306	377,338.00	377,338.00	794,511.00
Plaza Apartments	08-308	38,000.00	38,000.00	85,966.00
Path	08-309	86,729.00	86,729.00	86,729.00
Battery View Sr.	08-310	314,869.00	314,869.00	1,029,597.00
Ratan JC UR	08-311	-	122,010.00	281,624.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section G: Special Items of General				
Revenue Anticipated with Prior Written Consent of Director of Local				
Government Services - Other Special Items (continued):	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Jones Hall Assoc.	08-312	131,400.00	131,400.00	169,599.00
Summit Plaza Apartments	08-313	115,000.00	115,000.00	407,958.00
Jersey Heights Realty	08-314	68,000.00	68,000.00	91,927.00
Port Authority of New York/New Jersey	08-316	2,436,098.00	2,336,305.00	736,305.00
Muehlenberg Gardens Seniors	08-317	63,500.00	63,500.00	63,733.00
Montgomery Gateway I	08-320	300,000.00	300,000.00	271,215.00
Montgomery Gateway II	08-321	326,067.00	326,067.00	325,365.00
Fairview Associates	08-323	94,188.00	112,724.00	197,647.00
Kennedy Blvd. Associates	08-327	122,334.00	230,000.00	254,704.00
Brunswick Estates	08-328	170,000.00	170,000.00	164,840.00
2854 Kennedy Blvd. LLC	08-330	279,100.00	179,100.00	185,959.00
AH Moore Phz II	08-335	12,453.00	12,453.00	2,113.00
AHM Housing Assoc.	08-337	36,666.00	36,666.00	84,116.00
475 Claremont Lofts	08-339	218,107.00	203,131.00	211,115.00
NC Housing Associates #100	08-340	1,100,000.00	1,096,403.00	1,117,875.00
NC Housing Associates #200	08-341	1,608,000.00	1,600,000.00	1,610,679.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
412-420 MLK Drive, LLC (The Auburn)	08-342	7,674.00	4,825.00	-
Hotel at Newport UR LLC (Westin)	08-344	813,000.00	863,000.00	1,066,515.00
RAV Group LLC	08-345	7,300.00	12,544.00	12,531.00
Volunteers of America	08-346	129,022.00	129,022.00	129,022.00
Lafayette Family Phase II (Pacific Court)	08-348	50,000.00	50,000.00	50,685.00
Portside Urban Renewal	08-349	2,500,000.00	2,542,209.00	2,623,464.00
769 Montgomery Street UR, LLC	08-351	161,746.00	163,956.00	158,102.00
Toy Factory Apartments LP	08-352	24,900.00	29,795.00	37,798.00
Grand Liberty Harbor	08-356	682,000.00	971,990.00	832,556.00
Ocean Bayview I Urban Renewal	08-360	17,178.00	17,178.00	21,472.00
Rialto Capital UR LLC	08-361	1,302,352.00	1,257,644.00	1,297,598.00
Sienna Urban Renewal	08-363	611,000.00	946,351.00	611,796.00
LHN Owner 33 Park	08-364	966,235.00	1,250,000.00	921,201.00
30 River Court East	08-365	1,780,000.00	2,190,000.00	2,189,456.00
20 River Court West	08-366	1,500,000.00	1,960,000.00	1,985,226.00
Newport Office Center III	08-367	1,893,000.00	2,046,000.00	1,924,727.00
Newport Office Center IV	08-368	2,833,000.00	3,250,000.00	3,007,491.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
90 Hudson Urban Renewal	08-369	1,605,388.00	3,060,000.00	2,611,474.00
70 Hudson St.	08-370	1,597,700.00	3,100,000.00	2,525,110.00
Portofino Towers/Portofino Waterfront UR	08-371	2,945,458.00	3,092,529.00	2,893,166.00
Marbella Tower Urban Renewal Associates	08-373	1,575,000.00	2,104,582.00	1,575,866.00
Sugar House	08-375	1,064,062.00	1,090,097.00	995,302.00
74 Grand Street	08-378	1,500,000.00	1,557,730.00	1,404,331.00
TCR Pier Urban Renewal	08-383	1,195,398.00	1,178,330.00	1,153,858.00
Arlington Arms Apts.	08-385	38,850.00	38,850.00	29,254.00
Padua Court	08-386	24,328.00	24,328.00	22,863.00
Equality Housing	08-391	144,407.00	144,407.00	144,407.00
Audobon Park Associates	08-392	145,200.00	145,200.00	163,077.00
Lafayette Family URA LLC (Woodward Terrace)	08-393	51,718.00	51,718.00	51,718.00
Van Wagenen II	08-394	130,000.00	130,000.00	146,678.00
Mid City Apt. UR II	08-402	7,825.00	7,825.00	7,825.00
Resurrection House	08-404	17,377.00	17,377.00	17,351.00
Euell Development	08-405	4,165.00	4,165.00	4,592.00
Arlington Gardens	08-406	60,000.00	60,000.00	45,078.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Villa Borinquen II	08-407	46,714.00	46,714.00	76,747.00
Lutheran Residence Corp	08-408	8,146.00	8,146.00	8,146.00
Mercury UR	08-410	249,000.00	305,303.00	333,442.00
Town Cove North Urban Renewal	08-411	1,770,000.00	2,000,000.00	1,793,929.00
Mid-City Apartments UR I	08-412	11,672.00	11,672.00	70,992.00
J.H. & R.C. Senior Homes	08-413	4,300.00	9,407.00	16,886.00
3 JSQ	08-414	-	470,000.00	447,951.00
Fairmount Hotel	08-415	45,000.00	31,652.00	34,585.00
New Community Hudson Seniors- 33 O	08-417	-	26,266.00	21,714.00
Town Cove South UR (Pinnacle Towers)	08-418	2,342,598.00	2,182,552.00	2,277,064.00
Newport Office Center V	08-420	3,260,000.00	3,400,000.00	3,287,819.00
Newport Office Center VI	08-421	-	1,262,039.00	708,271.00
Newport Office Center VII	08-422	1,554,000.00	2,774,657.00	2,787,761.00
Liberty Waterfront	08-423	1,460,497.00	1,367,748.00	1,381,238.00
30 Hudson Street	08-425	3,100,000.00	4,500,000.00	4,688,875.00
Project HOME Urban Renewal	08-427	18,600.00	20,756.00	18,892.00
Athena 110 UR	08-428	650,000.00	1,134,000.00	1,283,004.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Lincoln UR (Hudson Pointe)	08-429	-	2,691,693.00	2,691,693.00
Lincoln (North Pier)	08-430	-	592,972.00	592,972.00
T.C.R. JC I Urban Renewal	08-431	1,100,000.00	898,000.00	1,187,654.00
25 River Drive Urban Renewal	08-432	-	2,020,000.00	1,459,741.00
Port Liberte II	08-435	3,946,019.00	4,078,474.00	2,757,666.00
Liberty Towers UR (Formerly Essex Waterfront)	08-437	3,080,000.00	3,510,000.00	3,084,214.00
Pilot Application Fees	08-438	1,500,000.00	1,500,000.00	2,537,940.00
Cali Harbor Plaza IV (Settlement)	08-440	880,000.00	549,000.00	197,776.00
Cali Harbor Plaza V (Settlement)	08-441	4,000,000.00	2,300,000.00	836,156.00
99 Rutgers Avenue	08-443	6,300.00	11,409.00	11,405.00
Bramhall Urban Renewal	08-445	26,700.00	53,160.00	49,812.00
Devi Ma Newkirk UR	08-446	-	14,000.00	-
Plaza #10 Urban Renewal	08-447	1,713,199.00	2,400,000.00	1,677,418.00
Raine Court Urban Renewal	08-448	208,857.00	216,634.00	204,423.00
BR Orpheum	08-451	321,000.00	388,079.00	397,055.00
HP Lincoln Urban Renewal	08-452	-	648,104.00	643,403.00
Fulton's Landing (PulteHomes UR, LLC)	08-453	896,605.00	896,605.00	823,651.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
BR Paramount	08-455	434,239.00	531,974.00	539,052.00
Majestic Theatre	08-457	387,457.00	383,756.00	379,321.00
Let's Celebrate	08-458	48,950.00	48,950.00	47,679.00
140 Bay Street	08-459	435,310.00	408,883.00	412,166.00
700 Grove Street	08-460	1,971,283.00	1,818,939.00	1,890,028.00
Liberty Point	08-461	323,365.00	338,067.00	311,622.00
Bostwick Court UR Assoc. LLP	08-462	55,300.00	80,281.00	81,321.00
Henderson Lofts	08-463	747,946.00	746,684.00	724,242.00
BR Tower	08-465	184,000.00	212,000.00	228,842.00
EQR at 77 Hudson Street	08-466	2,135,000.00	2,982,734.00	2,652,772.00
K. Hovnanian at 77 Hudson St. UR, Co. LLC	08-467	5,325,491.00	5,065,876.00	4,785,472.00
Shore Club North	08-470	2,413,972.00	2,350,017.00	2,337,336.00
GenesisJC (Webb)	08-471	600.00	12,042.00	9,002.00
ACC Tower 1A (American Can)	08-472	706,532.00	626,324.00	688,431.00
Forrest Sr Citizens	08-476	29,300.00	42,342.00	42,427.00
Aqua UR Co. LLC	08-477	690,000.00	1,380,000.00	1,383,160.00
Port Authority Global Terminal	08-481	1,360,030.00	1,360,030.00	1,360,030.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Fred W. Martin Apt	08-482	26,500.00	32,600.00	37,869.00
Kennedy Lofts	08-485	74,000.00	107,000.00	94,809.00
Provost Square UR	08-486	1,133,700.00	1,197,210.00	1,211,798.00
Pacific Landing	08-487	-	5,688.00	2,585.00
Chosen Condos	08-490	76,000.00	76,000.00	85,695.00
Harborside Unit A	08-491	599,000.00	1,225,000.00	2,301,076.00
70 Columbus LLC	08-492	841,000.00	1,509,139.00	1,527,996.00
Marbella Tower II	08-494	809,000.00	1,097,729.00	1,082,754.00
Glennview Townhomes II	08-496	76,936.00	76,936.00	76,936.00
Journal Square I UR	08-501	-	450,000.00	337,501.00
Bergen Court	08-502	4,500.00	8,924.00	8,899.00
St. Bridgets	08-504	-	15,427.00	15,293.00
148 First St. UR	08-505	153,000.00	169,892.00	224,025.00
160 First St. UR	08-506	581,305.00	585,736.00	559,748.00
Grand LHN I	08-507	1,048,000.00	850,000.00	992,542.00
Goya 75th	08-508	483,000.00	467,755.00	465,606.00
294 Newark LLC	08-511	19,526.00	78,000.00	113,497.00

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
3. Miscellaneous Revenues - Section G: Special Items of General Revenue Anticipated				
with Prior Written Consent of Director of Local Government Services - Other Special Items	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Warren at York	08-512	230,000.00	750,000.00	689,877.00
S.E. Management LLC	08-513	-	35,325.00	54,518.00
Ocean Green Senior	08-514	8,700.00	13,955.00	20,933.00
Senate Place UR	08-517	484,000.00	378,000.00	641,934.00
Jwala Ma	08-522	17,000.00	6,898.00	17,777.00
Jagdamba Ma Sixth LLC	08-523	15,600.00	4,557.00	15,616.00
Cheesecake Lofts	08-524	169,076.00	171,273.00	165,311.00
360 Ninth St.	08-525	183,000.00	150,158.00	165,705.00
Greenville Steering Committee UR	08-605	7,300.00	10,097.00	10,087.00
234 Suydam	08-965	137,000.00	137,000.00	138,899.00
68 Erie Street	08-966	106,476.00	106,476.00	149,941.00
One Exchange	08-996	755,000.00	720,819.00	886,512.00
Grand Storage	08-997	55,000.00	100,000.00	69,803.00
CAPAJCII	08-998	53,352.00	55,000.00	51,509.00
Columbus Hotel UR	08-999	-	446,000.00	412,284.00
Hudson Main UR	08-211	-	-	
Bergen Manor Associates	08-318	-	-	

CURRENT FUND- ANTICIPATED REVENUES - (CONTINUED)

GENERAL REVENUES	FCOA	Anticipated		Realized in Cash
		2019	2018	in 2018
Summary of Revenues	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
1. Surplus Anticipated (Sheet 4, #1)	08-101	35,998,595.00	26,557,200.00	26,557,200.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services(sheet 4, #2)	08-102	11,550.00	23,048.00	23,048.00
3. Miscellaneous Revenues	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Total Section A: Local Revenues	08-001	52,680,949.00	48,402,378.00	53,226,967.00
Total Section B: State Aid Without Offsetting Appropriations	09-001	66,358,892.00	66,358,882.00	66,358,892.00
Total Section C: Dedicated Uniform Construction Code Fees Offset with Appropriations	08-002	7,121,992.00	6,538,637.00	7,121,992.00
Special items of General Revenue Anticipated with Prior Written Consent of				
Total Section D: Director of Local Government Services - Shared Service Agreements	11-001	-	-	-
Special items of General Revenue Anticipated with Prior Written Consent of				
Total Section E: Director of Local Government Services-Additional Revenues	08-003	-	-	-
Special items of General Revenue Anticipated with Prior Written Consent of				
Total Section F: Director of Local Government Services-Public and Private Revenues	10-001	5,845,368.00	36,320,368.00	36,320,368.00
Special items of General Revenue Anticipated with Prior Written Consent of				
Total Section G: Director of Local Government Services-Other Special Items	08-004	162,911,676.00	181,230,341.00	175,527,339.00
Total Miscellaneous Revenues	13-099	294,918,877.00	338,850,606.00	338,555,558.00
4. Receipts from Delinquent Taxes	15-499	2,213,476.00	1,195,926.00	4,508,431.00
5. Subtotal General Revenues (Items 1,2,3 and 4)	13-199	333,142,498.00	366,626,780.00	369,644,237.00
6. Amount to be Raised by Taxes for Support of Municipal Budget:	xxxxxxx			
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	07-190	247,989,793.00	236,746,746.00	243,452,015.00
b) Addition to Local District School Tax	07-191	2,758,394.00	3,063,404.00	3,063,404.00
c) Minimum Library Tax	07-192	11,338,173.00	9,472,953.00	9,472,953.00
Total Amount to be Raised by Taxes for Support of Municipal Budget	07-199	262,086,360.00	249,283,103.00	255,988,372.00
7. Total General Revenues	13-299	595,228,858.00	615,909,883.00	625,632,609.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS"	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
OFFICE OF THE MAYOR							
MAYOR'S OFFICE	20-110						
Salaries & Wages		1,044,987.00	1,100,000.00	-	1,050,000.00	858,593.00	191,407.00
Other Expenses		31,900.00	35,700.00	-	35,700.00	19,810.00	15,890.00
RESIDENT RESPONSE CENTER	20-111						
Salaries & Wages		773,110.00	876,029.00	-	826,029.00	791,998.00	34,031.00
Other Expenses		66,688.00	69,488.00	-	69,488.00	57,861.00	11,627.00
CULTURAL AFFAIRS	20-112						
Salaries & Wages		703,749.00	600,000.00	-	630,000.00	615,738.00	14,262.00
Other Expenses		225,324.00	235,572.00	-	235,572.00	211,217.00	24,355.00
OFFICE OF THE MAYOR		2,845,758.00	2,916,789.00	-	2,846,789.00	2,555,217.00	291,572.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF HUMAN RESOURCES							
DIRECTOR'S OFFICE	20-115						
Salaries & Wages		124,194.00	190,000.00	-	185,000.00	119,582.00	65,418.00
Other Expenses							
WORKFORCE MANAGEMENT	20-116						
Salaries & Wages		701,391.00	690,000.00	-	690,000.00	645,676.00	44,324.00
Other Expenses		438,615.00	398,431.00	-	398,431.00	393,530.00	4,901.00
HEALTH BENEFITS	20-117						
Salaries & Wages		234,076.00	214,403.00	-	214,403.00	195,396.00	19,007.00
Other Expenses		5,100.00	6,100.00	-	6,100.00	2,367.00	3,733.00
PENSION	20-118						
Salaries & Wages		274,888.00	270,096.00	-	275,096.00	266,898.00	8,198.00
Other Expenses		6,000.00	7,500.00	-	7,500.00	4,501.00	2,999.00
PAYROLL	20-119						
Salaries & Wages		537,546.00	519,606.00	-	519,606.00	501,851.00	17,755.00
Other Expenses		5,100.00	6,600.00	-	6,600.00	4,410.00	2,190.00
TOTAL: DEPARTMENT OF HUMAN RESOURCES		2,326,910.00	2,302,736.00	-	2,302,736.00	2,134,211.00	168,525.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF ADMINISTRATION							
ADMINISTRATOR'S OFFICE	20-100						
Salaries & Wages		2,127,062.00	1,927,130.00	-	1,877,130.00	1,850,078.00	27,052.00
Other Expenses		439,300.00	178,100.00	-	178,100.00	61,130.00	116,970.00
MANAGEMENT & BUDGET	20-101						
Salaries & Wages		568,564.00	550,612.00	-	550,612.00	531,353.00	19,259.00
Other Expenses		209,700.00	200,090.00	-	200,090.00	174,965.00	25,125.00
PURCHASING & CENTRAL SERVICES	20-102						
Salaries & Wages		672,800.00	665,604.00	-	665,604.00	636,882.00	28,722.00
Other Expenses		89,200.00	87,900.00	-	87,900.00	66,033.00	21,867.00
REAL ESTATE	20-103						
Salaries & Wages		145,333.00	143,573.00	-	143,573.00	134,053.00	9,520.00
Other Expenses		10,300.00	12,900.00	-	12,900.00	6,047.00	6,853.00
ARCHITECTURE	20-104						
Salaries & Wages		824,015.00	819,551.00	-	789,551.00	721,366.00	48,185.00
Other Expenses		30,300.00	32,500.00	-	32,500.00	18,172.00	14,328.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF ADMINISTRATION (CONTINUED)							
ENGINEERING	20-105						
Salaries & Wages		1,971,002.00	1,882,548.00	-	1,792,548.00	1,756,592.00	35,956.00
Other Expenses		1,740,579.00	1,767,579.00	-	1,767,579.00	1,436,886.00	330,693.00
COMMUNICATIONS	20-106						
Salaries & Wages		573,012.00	605,242.00	-	605,242.00	578,022.00	27,220.00
Other Expenses		33,000.00	28,501.00	-	28,501.00	26,683.00	1,818.00
UTILITY MANAGEMENT	20-107						
Salaries & Wages		296,175.00	355,794.00	-	355,794.00	348,823.00	6,971.00
Other Expenses		-	-	-	-	-	-
RISK MANAGEMENT	20-109						
Salaries & Wages		200,978.00	185,000.00	-	185,000.00	178,078.00	6,922.00
Other Expenses		1,250.00	1,250.00	-	1,250.00	316.00	934.00
TREASURY & DEBT MANAGEMENT	20-131						
Salaries & Wages		272,658.00	248,000.00	-	253,000.00	247,774.00	5,226.00
Other Expenses		4,372.00	4,372.00	-	4,372.00	3,314.00	1,058.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF ADMINISTRATION (CONTINUED)							
ACCOUNTS & CONTROLS	20-134						
Salaries & Wages		622,987.00	595,000.00	-	595,000.00	574,085.00	20,915.00
Other Expenses		11,404.00	11,625.00	-	11,625.00	9,252.00	2,373.00
INFORMATION TECHNOLOGY	20-140						
Salaries & Wages		920,435.00	950,000.00	-	950,000.00	926,138.00	23,862.00
Other Expenses		1,023,800.00	948,800.00	-	948,800.00	904,642.00	44,158.00
COLLECTIONS	20-145						
Salaries & Wages		752,327.00	739,948.00	-	729,948.00	681,152.00	48,796.00
Other Expenses		152,900.00	181,749.00	-	181,749.00	88,113.00	93,636.00
MUNICIPAL COURT	43-490						
Salaries & Wages		4,674,087.00	4,348,248.00	-	4,203,248.00	4,030,980.00	172,268.00
Other Expenses		194,400.00	178,200.00	-	178,200.00	100,258.00	77,942.00
PUBLIC DEFENDER	43-495						
Salaries & Wages		104,435.00	120,000.00	-	120,000.00	103,918.00	16,082.00
Other Expenses		302,000.00	302,000.00	-	302,000.00	198,831.00	103,169.00
TOTAL: DEPARTMENT OF ADMINISTRATION		18,968,375.00	18,071,816.00	-	17,731,816.00	16,393,936.00	1,337,880.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF PUBLIC WORKS							
DIRECTOR'S OFFICE	26-290						
Salaries & Wages		2,474,001.00	2,202,346.00	-	2,317,346.00	2,308,516.00	8,830.00
Other Expenses		20,820,448.00	20,770,148.00	-	20,770,148.00	20,702,437.00	67,711.00
BUILDING & STREET MAINTENANCE	26-291						
Salaries & Wages		3,627,782.00	3,584,376.00	-	3,809,376.00	3,799,904.00	9,472.00
Other Expenses		2,948,000.00	2,585,500.00	-	2,585,500.00	2,449,162.00	136,338.00
SANITATION	26-292						
Salaries & Wages		4,593,044.00	5,252,854.00	-	5,467,854.00	5,465,930.00	1,924.00
Other Expenses		1,727,500.00	2,122,000.00	-	1,907,000.00	1,856,901.00	50,099.00
NEIGHBORHOOD IMPROVEMENT	26-293						
Salaries & Wages		1,819,433.00	1,486,212.00	-	1,411,212.00	1,274,271.00	136,941.00
Other Expenses		49,000.00	59,000.00	-	59,000.00	42,881.00	16,119.00
AUTOMOTIVE SERVICES	26-315						
Salaries & Wages		2,221,221.00	2,300,855.00	-	2,300,855.00	2,221,226.00	79,629.00
Other Expenses		5,832,000.00	5,133,350.00	-	5,133,350.00	4,991,902.00	141,448.00
PARK MAINTENANCE	28-375						
Salaries & Wages		2,937,598.00	2,461,605.00	-	2,801,605.00	2,791,571.00	10,034.00
Other Expenses		771,600.00	748,100.00	-	748,100.00	534,122.00	213,978.00
TOTAL: DEPARTMENT OF PUBLIC WORKS		49,821,627.00	48,706,346.00	-	49,311,346.00	48,438,823.00	872,523.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF RECREATION							
DIRECTOR'S OFFICE	28-370						
Salaries & Wages		3,913,573.00	4,322,068.00	-	4,422,088.00	4,447,197.00	
Other Expenses		733,500.00	610,285.00	-	610,285.00	453,342.00	156,943.00
TOTAL: DEPARTMENT OF RECREATION		4,647,073.00	4,932,353.00	-	5,032,353.00	4,900,539.00	156,943.00
DEPARTMENT OF HEALTH & HUMAN SERVICES							
DIRECTOR'S OFFICE	27-330						
Salaries & Wages		907,282.00	986,016.00	-	836,016.00	824,044.00	11,972.00
Other Expenses		393,700.00	393,700.00	-	393,700.00	307,942.00	85,758.00
ENVIRONMENTAL HEALTH	27-331						
Salaries & Wages		882,431.00	1,216,085.00	-	1,431,085.00	1,410,951.00	20,134.00
Other Expenses		59,350.00	60,350.00	-	60,350.00	34,119.00	26,231.00
DISEASE PREVENTION	27-333						
Salaries & Wages		634,711.00	630,711.00	-	520,711.00	468,603.00	52,108.00
Other Expenses		79,200.00	86,600.00	-	86,600.00	61,253.00	25,347.00
COMMUNITY HEALTH	27-334						
Salaries & Wages		310,643.00	376,741.00	-	385,741.00	382,301.00	3,440.00
Other Expenses		29,500.00	32,000.00	-	32,000.00	23,235.00	8,765.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF HEALTH & HUMAN SERVICES (CONTINUED)							
SENIOR CITIZEN AFFAIRS	27-335						
Salaries & Wages		412,888.00	404,448.00	-	437,448.00	434,588.00	2,860.00
Other Expenses		64,900.00	65,900.00	-	65,900.00	44,714.00	21,186.00
ANIMAL CARE & CONTROL	27-336						
Salaries & Wages		-	-	-	-	-	-
Other Expenses		900,444.00	919,281.00	-	919,281.00	790,646.00	128,635.00
FOOD AND NUTRITION	27-337						
Salaries & Wages		90,000.00	75,000.00	-	75,000.00	44,590.00	30,410.00
Other Expenses		59,590.00	52,330.00	-	52,330.00	47,592.00	4,738.00
VETERAN AFFAIRS	27-338						
Salaries & Wages		90,850.00	48,071.00	-	51,071.00	45,520.00	5,551.00
Other Expenses		13,750.00	14,000.00	-	14,000.00	11,702.00	2,298.00
IMMIGRATION AFFAIRS	27-339						
Salaries & Wages		110,000.00	70,000.00	-	70,000.00	29,020.00	40,980.00
Other Expenses		72,635.00	72,635.00	-	72,635.00	61,693.00	10,942.00
TOTAL: DEPARTMENT OF HEALTH & HUMAN SERVICES		5,111,874.00	5,503,868.00	-	5,503,868.00	5,022,513.00	481,355.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF PUBLIC SAFETY							
POLICE	25-240						
Salaries & Wages		106,169,591.00	106,719,234.00	-	106,719,234.00	106,094,913.00	624,321.00
Other Expenses		1,535,339.00	1,365,057.00	-	1,365,057.00	1,205,783.00	159,274.00
FIRE	25-265						
Salaries & Wages		67,460,000.00	66,033,933.00	-	65,358,933.00	61,882,498.00	3,476,435.00
Other Expenses		1,507,213.00	1,196,270.00	-	1,196,270.00	1,098,304.00	97,966.00
UNIFORM FIRE SAFETY ACT (PL 83,c.383)	25-266	250,000.00	500,000.00	-	500,000.00	500,000.00	-
FIRE OE O.S.H.A. (PL 1983,C 516)	25-267	1,132,682.00	500,000.00	-	500,000.00	484,814.00	15,186.00
DIRECTOR'S OFFICE	25-270						
Salaries & Wages		936,433.00	1,123,348.00	-	1,123,348.00	1,076,986.00	46,362.00
Other Expenses		5,850.00	6,250.00	-	6,250.00	2,394.00	3,856.00
COMMUNICATIONS & TECHNOLOGY	25-271						
Salaries & Wages		6,380,840.00	6,700,000.00	-	6,629,000.00	6,476,818.00	152,182.00
Other Expenses		5,017,043.00	3,969,269.00	-	3,969,269.00	3,726,072.00	243,197.00
PARKING ENFORCEMENT	25-272						
Salaries & Wages		4,247,748.00	4,026,762.00	-	4,036,762.00	4,007,829.00	28,933.00
Other Expenses		336,200.00	386,400.00	-	386,400.00	172,019.00	214,381.00
TOTAL: DEPARTMENT OF PUBLIC SAFETY		194,978,939.00	192,526,523.00	-	191,790,523.00	186,728,430.00	5,062,093.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF HOUSING, ECON. DEV. & COMMERCE							
DIRECTOR'S OFFICE	20-170						
Salaries & Wages		595,274.00	528,448.00	-	523,448.00	514,368.00	9,080.00
Other Expenses		99,700.00	95,450.00	-	95,450.00	76,280.00	19,170.00
HISTORIC DISTRICT COMMISSION	21-175						
Other Expenses		13,800.00	1,000.00	-	1,000.00	-	1,000.00
CITY PLANNING	21-180						
Salaries & Wages		997,303.00	917,816.00	-	892,816.00	842,596.00	50,220.00
Other Expenses		54,200.00	46,700.00	-	46,700.00	39,976.00	6,724.00
Master Plan		-	-	940,500.00	940,500.00	940,500.00	-
PLANNING BOARD	21-181						
Other Expenses		87,100.00	83,500.00	-	83,500.00	83,500.00	-
BOARD OF ADJUSTMENT	21-185						
Other Expenses		86,100.00	82,500.00	-	82,500.00	78,000.00	4,500.00
ZONING OFFICER	21-186						
Salaries & Wages		574,154.00	465,550.00	-	465,550.00	452,408.00	13,142.00
Other Expenses		17,636.00	18,168.00	-	18,168.00	14,524.00	3,644.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
DEPARTMENT OF HOUSING, ECON. DEV. & COMMERCE (CONTINUED)							
ECONOMIC DEVELOPMENT	22-171						
Salaries & Wages		211,055.00	193,601.00	-	193,601.00	180,715.00	12,886.00
Other Expenses		10,225.00	2,300.00	-	2,300.00	158.00	2,142.00
HOUSING PRESERVATION	22-194						
Salaries & Wages		1,291,587.00	-	-	-	-	-
Other Expenses		61,480.00	-	-	-	-	-
CONSTRUCTION CODE OFFICIAL	22-195						
Salaries & Wages		2,668,260.00	2,573,932.00	-	2,423,932.00	2,406,094.00	17,838.00
Other Expenses		85,200.00	100,220.00	-	100,220.00	88,718.00	11,502.00
TENANT/LANDLORD RELATIONS	22-196						
Salaries & Wages		-	498,557.00	-	448,557.00	397,861.00	50,696.00
Other Expenses		-	14,200.00	-	14,700.00	6,395.00	8,305.00
COMMERCE	22-197						
Salaries & Wages		591,128.00	577,225.00	-	582,225.00	578,046.00	4,179.00
Other Expenses		26,521.00	22,251.00	-	22,251.00	19,750.00	2,501.00
HOUSING CODE ENFORCEMENT	22-198						
Salaries & Wages		-	688,960.00	-	738,960.00	682,530.00	56,430.00
Other Expenses		-	37,400.00	-	36,900.00	30,845.00	6,055.00
COMMUNITY DEVELOPMENT	27-360						
Other Expenses		1,500.00	1,500.00	-	1,500.00	919.00	581.00
TOTAL: DEPARTMENT OF HOUSING, ECON. DEV. & COMMERCE		7,472,223.00	7,149,278.00	940,500.00	7,714,778.00	7,434,183.00	280,595.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - within "CAPS" (Continued)	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
UNCLASSIFIED (CONT'D):	XXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Other Expenses (Cont'd):							
ELECTRICITY	31-430	2,500,000.00	2,500,000.00	-	2,500,000.00	2,500,000.00	-
STREET LIGHTING	31-431	3,400,000.00	3,400,000.00	-	3,650,000.00	3,564,989.00	85,011.00
MUNICIPAL RENT	31-432	2,230,527.00	2,700,000.00	-	2,766,000.00	2,621,982.00	144,018.00
OFFICE SERVICES	31-433	2,663,286.00	2,663,286.00	-	2,788,286.00	2,520,642.00	267,644.00
GASOLINE	31-434	1,300,000.00	1,300,000.00	-	1,300,000.00	1,296,678.00	3,122.00
COMMUNICATIONS	31-435	920,000.00	1,020,000.00	-	1,020,000.00	536,316.00	483,684.00
sw SALARY ADJUSTMENT	30-414	1,650,000.00	1,500,000.00	-	1,500,000.00	-	1,500,000.00
TOTAL - UNCLASSIFIED		120,373,646.00	124,867,740.00	14,500,000.00	140,113,740.00	131,915,066.00	8,198,674.00
ACCUMULATED ABSENCES RESERVE		-	-	-	-	-	-
Total Operations (item 8(A)) within "CAPS"		414,823,711.00	414,973,195.00	15,440,500.00	430,343,695.00	412,842,582.00	17,526,242.00
B. Contingent		50,000.00	50,000.00	-	50,000.00	-	50,000.00
Total Operations Including Contingent-within "CAPS"		414,873,711.00	415,023,195.00	15,440,500.00	430,393,695.00	412,842,582.00	17,576,242.00
Detail:							
Salaries and Wages		244,486,234.00	243,420,227.00	-	215,669,859.00	208,658,253.00	7,036,735.00
Other Expenses (Including Contingent)		170,387,477.00	171,602,968.00	15,440,500.00	214,723,836.00	204,184,329.00	10,539,507.00

CURRENT FUND - APPROPRIATIONS

PRIOR YEAR BILLS-DETAILS

VENDOR	CY	SERVICES	VOUCHER NO.	AMOUNT
	2017	Services for Jose Martinez	B092861	2,623.00

TOTAL

2,623.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
(E) Deferred Charges and Statutory Expenditures- Municipal within "CAPS"(continued)	XXXXX XXXXX XXXXX	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX
(2) STATUTORY EXPENDITURES:							
Contribution to:							
Unemployment N.J.S. 43:31 et seq	23-225	65,000.00	65,000.00	-	65,000.00	65,000.00	-
Public Employees' Retirement System (PERS)	36-472	4,627,667.00	4,247,216.00	-	4,322,216.00	4,281,728.00	60,488.00
Social Security Systems (O.A.S.I.)	36-473	5,450,000.00	5,450,000.00	-	5,450,000.00	5,442,196.00	7,804.00
Consol Police/Fire Pension	36-474	58,994.00	58,994.00	-	58,994.00	-	58,994.00
Employees Non-Contributory Pension (NJS43:86-7)	36-475	156,800.00	220,000.00	-	220,000.00	149,328.00	70,672.00
Pensioned Employees	36-476	48,800.00	50,000.00	-	50,000.00	39,379.00	10,621.00
Payments To Widows & Dependents (NJ40:11.43:85)	36-477	780.00	779.00	-	779.00	659.00	120.00
JC Employee Retirement	36-478	10,396,753.00	9,416,160.00	-	9,341,160.00	9,123,059.00	218,101.00
PERS - Defined Contribution Retirement Plan	36-480	65,000.00	65,000.00	-	65,000.00	53,682.00	11,318.00
Police/Fire Retirement System NJ	36-488	45,844,834.00	42,235,796.00	-	42,235,796.00	42,235,796.00	-
SUBTOTAL STATUTORY EXPENDITURES		66,752,628.00	61,808,945.00	-	61,808,945.00	61,371,027.00	437,918.00
Total Deferred Charges and Statutory							
Expenditures - Municipal within "CAPS"	34-209	66,780,380.00	61,984,271.00	-	61,984,271.00	61,546,353.00	437,918.00
(F) Judgments	37-480	-	-	-	-	-	-
(G) Cash Deficit of Preceding Year	46-855	-	-	-	-	-	-
(H-1) Total General Appropriations for Municipal							
Purposes within "Caps"	34-299	481,654,091.00	477,007,466.00	15,440,500.00	492,377,966.00	474,388,935.00	18,014,160.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - Excluded from "CAPS" (Continued)							
Uniform Construction Code Appropriations	XXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Offset by Increased Fee Revenues (NJAC 5:23-4.17)	XXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Total Uniform Construction Code Appropriations	22-999						

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS (A) Operations - Excluded from "CAPS" (Continued)	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
Public and Private Programs Offset by Revenues.	xxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Summer Works Initiative	41-001	-	180,000.00	-	180,000.00	180,000.00	
Child Health (CLPPP) Addtl. 2017	41-019	-	704,583.00	-	704,583.00	704,583.00	
CSBG	41-025	-	933,801.00	-	933,801.00	933,801.00	
Municipal Drug Alliance	41-056	-	213,903.00	-	267,379.00	267,379.00	
JTPA - Smartsteps	41-058	-	2,748,030.00	-	2,748,030.00	2,748,030.00	
Drunk Driver Enforcement	41-086	11,732.00	12,411.00	-	12,411.00	12,411.00	
STD Education	41-112	-	122,183.00	-	122,183.00	122,183.00	
Senior Nutrition	41-113	1,369,551.00	1,384,831.00	-	1,384,831.00	1,384,831.00	
Summer Food Program	41-114	-	754,626.00	-	754,626.00	754,626.00	
Sub-Regional Transportation Program	41-123	-	112,130.00	-	134,762.00	134,762.00	
WIC	41-158	-	1,802,584.00	-	1,802,584.00	1,802,584.00	
UASI Local Share	41-172	-	1,735,000.00	-	1,735,000.00	1,735,000.00	
Senior's Farmer's Market	41-215	-	1,750.00	-	1,750.00	1,750.00	
Recycling Tonnage Grant	41-239	423,248.00	306,936.00	-	306,936.00	306,936.00	
Peer Grouping (CY 2017)	41-261	-	40,000.00	-	40,000.00	40,000.00	
Peer Grouping (CY 2018) (Addtl)	41-261	-	40,000.00	-	40,000.00	40,000.00	
SAFER - Figherfighters Hiring Grant	41-304	-	8,390,000.00	-	8,390,000.00	8,390,000.00	
Clean Communities Program	41-336	-	371,385.00	-	371,385.00	371,385.00	
ROID	41-339	-	12,000.00	-	12,000.00	12,000.00	
Edward Byrne Justice Assistance Grant (JAG)	41-340	-	173,538.00	-	173,538.00	173,538.00	
LAIF - MLK Dr. Roadway & Traffic Signal	41-348	-	839,385.00	-	839,385.00	839,385.00	

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - Excluded from "CAPS" (Continued)							
Public and Private Programs Offset by Revenues	XXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Port Security Grant- Police ESU	41-355	-	19,600.00	-	19,600.00	19,600.00	-
Comprehensive Traffic Safety	41-362	28,440.00	27,020.00	-	27,020.00	27,020.00	-
COPS Hiring (FY 2016)	41-374	-	1,875,000.00	-	1,875,000.00	1,875,000.00	-
Target Corporation - National Night Out	41-376	-	500.00	-	500.00	500.00	-
HCOS - Berry Lane Park - Skate Park	41-385	-	500,000.00	-	500,000.00	500,000.00	-
Sustainable Jersey - Gardinier Environmental Fund	41-393	-	30,000.00	-	30,000.00	30,000.00	-
Innovation Team - Bloomberg	41-396	-	73,443.00	-	73,443.00	73,443.00	-
Distracted Driving Fund	41-397	-	6,600.00	-	6,600.00	6,600.00	-
JTPA - Smartsteps	41-398	-	12,038.00	-	12,038.00	12,038.00	-
Cooperative Marketing	41-411	-	10,500.00	-	10,500.00	10,500.00	-
Sub-Regional Studies Project	41-425	-	240,000.00	-	300,000.00	300,000.00	-
Comprehensive Cancer Control	41-429	-	26,250.00	-	26,250.00	26,250.00	-
Health Communities Healthy Citizens (HCHC)	41-430	-	18,800.00	-	18,800.00	18,800.00	-
Make-A-Splash - USA Swimming Foundation	41-431	-	4,824.00	-	4,824.00	4,824.00	-
HUD - CDBG	41-432	-	5,603,099.00	-	5,603,099.00	5,603,099.00	-
HUD - HOME	41-437	-	2,019,702.00	-	2,019,702.00	2,019,702.00	-
HUD - ESG	41-438	-	453,186.00	-	453,186.00	453,186.00	-
HUD - HOPWA	41-439	-	2,422,186.00	-	2,422,186.00	2,422,186.00	-
HCOS - Riverview Fisk Park Rehabilitation	41-440	-	500,000.00	-	500,000.00	500,000.00	-
Sandy Recovery - FEMA Match	41-450	-	404,774.00	-	404,774.00	404,774.00	-
Apple Tree House - NJCH	41-451	-	5,000.00	-	5,000.00	5,000.00	-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
(A) Operations - Excluded from "CAPS" (Continued)							
Public and Private Programs Offset by Revenues	xxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Apple Tree House - HCHPP	41-452	-	6,500.00	-	6,500.00	6,500.00	-
Family Health Initiative - Shaping NJ/Healthy Communities	41-453	-	20,000.00	-	20,000.00	20,000.00	-
The Conservation Fund - CSX Transporting Healthy Food	41-454	-	10,000.00	-	10,000.00	10,000.00	-
The Hartford - Junior Fire Marshal Program	41-455	-	10,000.00	-	10,000.00	10,000.00	-
Healthiest Cities & Counties Challenge (HCCC) - APHA	41-456	-	10,000.00	-	10,000.00	10,000.00	-
Arbor Day Tree (NJSEA)	41-457	-	1,000.00	-	1,000.00	1,000.00	-
Summer Expansion Program (JUDP)	41-458	-	20,000.00	-	20,000.00	20,000.00	-
NEA Big Read	41-459	-	15,000.00	-	15,000.00	15,000.00	-
AHA Community Impact	41-460	-	2,800.00	-	2,800.00	2,800.00	-
Youth Corp's Urban Getaway Enhancement Program	41-461	-	32,000.00	-	32,000.00	32,000.00	-
Child Health (CLPPP) 2018-2019	41-462	-	834,000.00	-	834,000.00	834,000.00	-
Mental Health Awareness Training (MHAT)	41-463	-	375,000.00	-	375,000.00	375,000.00	-
Target Corporation - Soccer Youth Program	41-464	-	1,000.00	-	1,000.00	1,000.00	-
Kresge - Public Health Statelgist Transformation Project	41-465	-	125,000.00	-	125,000.00	125,000.00	-
DASH Mentorship Project	41-466	5,000.00	-	-	-	-	-
Stormwater Quality Control (JCMUA)	41-467	4,000,000.00	-	-	-	-	-
Safe and Secure Communities	41-341	200,000.00	-	-	-	-	-
Body Armor Replacement Fund (BARF)	41-004	81,307.00	-	-	-	-	-
Matching Funds for Grants	41-899	100,000.00	100,000.00	-	33,892.00	-	33,892.00
		-	-	-	-	-	-
		-	-	-	-	-	-

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
(D)Municipal Debt Service - Excluded from "CAPS"							
Maturing Serial Bonds - Gen. Qual.	45-900	3,881,000.00	3,727,000.00	-	3,727,000.00	3,727,000.00	xxxxxxxxxx
Maturing Serial Bonds - Gen. Refunding	45-901	27,960,000.00	18,950,000.00	-	18,950,000.00	18,950,000.00	xxxxxxxxxx
Interest on Bonds-General Qual.	45-902	691,224.00	895,179.00	-	895,179.00	895,179.00	xxxxxxxxxx
Interest on Bonds - Gen. Refunding	45-903	5,257,942.00	6,115,163.00	-	6,115,163.00	6,115,163.00	xxxxxxxxxx
Interest on Notes - Gen. & Refunding	45-904	3,636,497.00	882,091.00	-	882,091.00	882,091.00	xxxxxxxxxx
Maturing Serial Bonds- Gen.-NQ Prin.	45-905	8,395,000.00	10,985,000.00	-	10,985,000.00	10,985,000.00	xxxxxxxxxx
Bond Anticipation Notes - Principal	45-906	2,267,983.00	1,997,200.00	-	1,997,200.00	1,997,200.00	xxxxxxxxxx
Maturing Serial Bonds- Gen. NQ Int.	45-907	4,043,942.00	3,958,733.00	-	3,958,733.00	3,958,733.00	xxxxxxxxxx
Wayne Street Park	45-916	-	4,511.00	-	4,511.00	4,511.00	xxxxxxxxxx
Fire Pension Ref. Bonds - Interest	45-918	886,663.00	902,788.00	-	902,788.00	902,788.00	xxxxxxxxxx
Police Pension Ref. Bonds - Interest	45-919	773,713.00	1,055,647.00	-	1,055,647.00	1,055,647.00	xxxxxxxxxx
Apple Tree House	45-920	14,669.00	14,669.00	-	14,669.00	14,669.00	xxxxxxxxxx
Roberto Clemente Park	45-921	17,661.00	17,662.00	-	17,662.00	17,662.00	xxxxxxxxxx
Sgt. Anthony Park	45-922	9,017.00	9,017.00	-	9,017.00	9,017.00	xxxxxxxxxx
Marion Pavonia Pool	45-923	26,428.00	26,429.00	-	26,429.00	26,429.00	xxxxxxxxxx
Green Trust - Multi Parks	45-924	38,243.00	38,243.00	-	38,243.00	38,243.00	xxxxxxxxxx
Green Trust - Montgomery Gateway	45-925	3,110.00	3,110.00	-	3,110.00	3,110.00	xxxxxxxxxx
Green Trust - Berry Lane	45-926	8,084.00	8,084.00	-	8,084.00	8,084.00	xxxxxxxxxx
Maturing Serial Bonds - GEN (BAB) PRIN	45-928	2,275,000.00	2,180,000.00	-	2,180,000.00	2,180,000.00	xxxxxxxxxx
Maturing Serial Bonds - GEN (BAB) INT	45-929	5,706,424.00	5,817,604.00	-	5,817,604.00	5,817,604.00	xxxxxxxxxx
Police /Fire Pension Refund Bonds - Principal	45-930	2,220,000.00	5,275,000.00	-	5,275,000.00	5,275,000.00	xxxxxxxxxx
Maturing Serial Bonds- Assessment	45-931	595,000.00	595,000.00	-	595,000.00	595,000.00	xxxxxxxxxx
Int.on Assessment Bonds	45-932	426,530.00	444,380.00	-	444,380.00	444,380.00	xxxxxxxxxx
Subtotal Muni Debt Svc- Gen Exl From Cap	45-999	69,134,130.00	63,902,510.00	-	63,902,510.00	63,902,510.00	xxxxxxxxxx

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
(E) Deferred Charges - Municipal Excluded from "CAPS"							
(1) DEFERRED CHARGES:	xxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Emergency Authorizations	46-870			xxxxxxxxxxx			xxxxxxxxxxx
Special Emergency Authorizations-				xxxxxxxxxxx			xxxxxxxxxxx
5 Years (N.J.S.40A:4-55)	46-875	7,188,100.00	6,000,000.00	xxxxxxxxxxx	6,000,000.00	6,000,000.00	xxxxxxxxxxx
Special Emergency Authorizations-				xxxxxxxxxxx			xxxxxxxxxxx
3 Years (N.J.S. 40A:4-55.1 & 40A:4-55.13)	46-871			xxxxxxxxxxx			xxxxxxxxxxx
				xxxxxxxxxxx			xxxxxxxxxxx
Hurricane Sandy Expenditure (FEMA)	46-871	-	-	xxxxxxxxxxx	-	-	xxxxxxxxxxx
				xxxxxxxxxxx			xxxxxxxxxxx
				xxxxxxxxxxx			xxxxxxxxxxx
				xxxxxxxxxxx			xxxxxxxxxxx
Total Deferred Charges - Municipal-				xxxxxxxxxxx			xxxxxxxxxxx
Excluded from "CAPS"	46-999	7,188,100.00	6,000,000.00	xxxxxxxxxxx	6,000,000.00	6,000,000.00	xxxxxxxxxxx
(F) Judgments (N.J.S.A. 40A:4-45.3cc)	37-480	-	-	xxxxxxxxxxx	-	-	xxxxxxxxxxx
(N) Transferred to Board of Education for Use of				xxxxxxxxxxx			xxxxxxxxxxx
Local Schools (N.J.S.A. 40:48-17.1 & 17.3)	29-405	-	-	xxxxxxxxxxx	-	-	xxxxxxxxxxx
				xxxxxxxxxxx			xxxxxxxxxxx
(G) With Prior Consent of Local Finance Board:				xxxxxxxxxxx			xxxxxxxxxxx
Cash Deficit of Preceding Year	46-885	-	-	xxxxxxxxxxx	-	-	xxxxxxxxxxx
				xxxxxxxxxxx			xxxxxxxxxxx
(H-2) Total General Appropriations for Municipal				xxxxxxxxxxx			xxxxxxxxxxx
Purposes Excluded from "CAPS"	34-309	100,160,621.00	125,741,142.00	-	125,811,142.00	123,943,154.00	1,867,988.00

CURRENT FUND - APPROPRIATIONS

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
For Local District School Purposes-Excluded from "CAPS"	xxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
(1)	xxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Maturing Ser. Bond-School Qualified	48-940	4,715,000.00	4,900,000.00	-	4,900,000.00	4,900,000.00	xxxxxxxxxx
Interest On Bonds-School Qualified	48-941	541,764.00	661,764.00	-	661,764.00	661,764.00	xxxxxxxxxx
							xxxxxxxxxx
							xxxxxxxxxx
Total of Type 1 District School Debt Service -Excluded from "CAPS"		5,256,764.00	5,561,764.00	-	5,561,764.00	5,561,764.00	xxxxxxxxxx
(J) Deferred Charges and Statutory Expenditures-							
Local School - Excluded from "CAPS"	xxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Emergency Authorizations - Schools		-	-	xxxxxxxxxx	-	-	xxxxxxxxxx
Capital Project for Land, Building or Equipment N.J.S. 18A:22-20		-	-		-	-	xxxxxxxxxx
Total of Deferred Charges and Statutory Expenditures- Local School- Excluded from "CAPS"		-	-	-	-	-	xxxxxxxxxx
(K) Total Municipal Appropriations for Local District School Purposes {(item (1) and (j)- Excluded from "CAPS"		5,256,764.00	5,561,764.00	-	5,561,764.00	5,561,764.00	-
(O) Total General Appropriations - Excluded from "CAPS"		105,417,385.00	131,302,906.00	-	131,372,906.00	129,504,918.00	1,867,988.00
(L) Subtotal General Appropriations {items (H-1) and (O)}		587,071,476.00	608,310,372.00	15,440,500.00	623,750,872.00	603,893,853.00	19,882,148.00
(M) Reserve for Uncollected Taxes		8,157,382.00	7,599,511.00	xxxxxxxxxx	7,599,511.00	7,599,511.00	xxxxxxxxxx
9. Total General Appropriations		595,228,858.00	615,909,883.00	15,440,500.00	631,350,383.00	611,493,364.00	19,882,148.00

8. GENERAL APPROPRIATIONS	FCOA	Appropriated				Expended 2018	
		for 2019	for 2018	for 2018 by Emergency Appropriation	Total for 2018 As Modified By All Transfers	Paid or Charged	Reserved
Summary of Appropriations							
(H-1) Total General Appropriations for							
Municipal Purposes within "CAPS"	34-299	414,873,711.00	415,023,195.00	15,440,500.00	430,393,695.00	412,842,582.00	17,576,242.00
STATUTORY EXPENDITURES	xxxxxxx	66,780,380.00	61,984,271.00	-	61,984,271.00	61,546,353.00	437,918.00
(A) Operations- Excluded from "CAPS"	xxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx	xxxxxxxxxxx
Other Operations	34-300	13,738,173.00	12,020,000.00	-	12,020,000.00	10,185,904.00	1,834,096.00
Uniform Construction Code	22-999	-	-	-	-	-	-
Shared Service Agreements	42-999	-	-	-	-	-	-
Additional Appropriations Offset by Revs.	34-303	-	-	-	-	-	-
Public & Private Progs Offset by Revs.	40-999	6,219,278.00	36,693,898.00	-	36,763,898.00	36,730,006.00	33,892.00
Total Operations- Excluded from "CAPS"	34-305	19,957,451.00	48,713,898.00	-	48,783,898.00	46,915,910.00	1,867,988.00
(C) Capital Improvements	44-999	-	1,874,490.00	-	1,874,490.00	1,874,490.00	-
(D) Municipal Debt Service	45-999	73,015,070.00	69,152,754.00	-	69,152,754.00	69,152,754.00	xxxxxxxxxxx
(E) Total Deferred Charges (sheet 28)	46-999	7,188,100.00	6,000,000.00	xxxxxxxxxxx	6,000,000.00	6,000,000.00	xxxxxxxxxxx
(F) Judgments	37-480	-	-	xxxxxxxxxxx	-	-	xxxxxxxxxxx
(G) Cash Deficit	46-885	-	-	xxxxxxxxxxx	-	-	xxxxxxxxxxx
(K) Local District School Purposes	24-410	5,256,764.00	5,561,764.00	-	5,561,764.00	5,561,764.00	xxxxxxxxxxx
(N) Transferred to Board of Education	29-405	-	-	xxxxxxxxxxx	-	-	xxxxxxxxxxx
(M) Reserve for Uncollected Taxes	50-899	8,157,382.00	7,599,511.00	-	7,599,511.00	7,599,511.00	xxxxxxxxxxx
Total General Appropriations	34-499	595,228,858.00	615,909,883.00	15,440,500.00	631,350,383.00	611,493,364.00	19,882,148.00

DEDICATED ASSESSMENT BUDGET

14. DEDICATED REVENUES FROM	FCOA	Anticipated		Realized in Cash 2018
		2019	2018	
Assessment Cash	51-101			
Deficit (General Budget)	51-885			
Total Assessment Revenues	51-899	-	-	-
15. APPROPRIATIONS FOR ASSESSMENT DEBT	FCOA	Appropriated		Expended 2018 Paid or Charged
		2019	2018	
Payment of Bond Principal	51-920			
Payment of Bond Anticipation Notes	51-925			
Total Assessment Appropriations	51-999	-	-	-

DEDICATED WATER UTILITY ASSESSMENT BUDGET

14. DEDICATED REVENUES FROM	FCOA	Anticipated		Realized in Cash 2018
		2019	2018	
Assessment Cash	52-101			
Deficit Water Utility Budget	52-885			
Total Water Utility Assessment Revenues	52-899	-	-	-
15. APPROPRIATIONS FOR ASSESSMENT DEBT	FCOA	Appropriated		Expended 2018 Paid or Charged
		2019	2018	
Payment of Bond Principal	52-920			
Payment of Bond Anticipation Notes	52-925			
Total Water Utility Assessment Appropriations	52-999	-	-	-

DEDICATED ASSESSMENT BUDGET		UTILITY		
14. DEDICATED REVENUE FROM	FCOA	2019	2018	Realized In Cash 2018
Assessment Cash	53-101			
Deficit (_____)	53-885			
Total _____ Assessment Revenues	53-899	-	-	-
				Expended 2018
15. APPROPRIATIONS FOR ASSESSMENT DEBT	FCOA	2019	2018	Paid or Charged
Payment of Bond Principal	53-920			
Payment of Bond Anticipation Notes	53-925			
Total _____ Utility				
Assessment Appropriations	53-999	-	-	-

Dedicated by Rider - (N.J.S. 40A:4-39) "The dedicated revenues anticipated during the Calendar Year 2011 from Animal Control, State or Federal Aid for Maintenance of Libraries, Bequest, Escl
 Construction Code Fees Due Hackensack Meadowlands Development Commission; Outside Employment of Off-Duty Municipal Police Officers; Unemployment Compensation Insurance; Reimbursement
 of Sale of Gasoline to State Automobiles; State Training Fees - Uniform Construction Code Act; Older Americans Act - Program Contributions; Municipal Alliance on Alcoholism and Drug Abuse - Program
 Income; Housing and Community Development Act of 1974; Parking Offenses Adjudication Act (PL 1989, C. 137); Disposal of Forfeited Property (PL 1986, C135); Municipal Traffic Fines; Donations NJSA 40A
 Open Space, Public Parks or Recreational Facilities; Operation Lifesaver Program; Tsunami Relief Effort; Outside Employment of Off Duty Officers; Project Lifesaver; Self Insurance Programs (NJSA 40A:10-1 et se
 Joan Moore Art for Kids Memorial Fund NJSA 40A:5-29; Various Cultural Events Donations N.J.S.A. 40A:5-29; Senior Nutrition Program Donations 40A:5-29; Installation & Maintenance of City Bike Racks
 Developer's Escrow; Public Defenders Fund; JCMAP Acceptance of Bequests/Gifts (40A: 5-29); Accumulated Absences N.J.A.C. 5:30-15; Recreation Trust Fund PL 1999 C292 & NJS 40:48-2.56; Storm Recovery
 Fund PL 2013, Ch.271 (NJSA 40A:4-62.1); Open Space, Recreation, Farmland and Historic Preservation Trust; Donations N.J.S.A. 40A:5-29; Recreation

are hereby anticipated as revenue and are hereby appropriated for the purposes to which said revenue is dedicated by statute or other legal requirement.

(Insert additional appropriate titles in space above when applicable, if resolution for rider has been approved by the Director)

APPENDIX TO BUDGET STATEMENT

CURRENT FUND BALANCE SHEET - DECEMBER 31, 2018

ASSETS		
Cash and Investments	1110100	125,016,963.98
Due from State of N.J.(c20,P.L. 1971)	1111000	11,550.00
Prepaid Debt		11,440,647.50
Federal and State Grants Receivable	1110200	-
Receivables with Offsetting Reserves:	xxxxxxxx	xxxxxxxxxxxx
Taxes Receivable	1110300	3,442,607.49
Tax Title Liens Receivable	1110400	37,153.71
Property Acquired by Tax Title Lien Liquidation	1110500	1,455,500.00
Other Receivables	1110600	16,945,473.98
Deferred Charges Required to be in 2019 Budget		7,213,229.00
Deferred Charges Required to be in Budgets Subsequent to 2019		15,952,400.00
Total Assets	1110900	181,515,525.66

LIABILITIES, RESERVES AND SURPLUS

*Cash Liabilities	2110100	83,568,447.29
Reserves for Receivables	2110200	21,880,735.18
Surplus	2110300	76,066,343.19
Total Liabilities, Reserves and Surplus		181,515,525.66

School Tax Levy Unpaid	2220110	-
Less School Tax Deferred	2220200	-
*Balance Included in Above		
"Cash Liabilities"	2220300	-

COMPARATIVE STATEMENT OF CURRENT FUND OPERATIONS AND CHANGE IN CURRENT SURPLUS

		YEAR 2018	YEAR 2017
Surplus Balance, January 1st	2310100	56,339,409.62	78,920,179.00
CURRENT REVENUE ON A CASH BASIS			
Current Taxes			
*(Percentage collected: 2018 98.31%, 2017 98.29%)	2310200	517,642,714.37	487,588,681.00
Delinquent Taxes	2310300	4,508,431.00	2,262,775.00
Other Revenues and Additions to Income	2310400	391,804,396.63	361,029,093.00
Total Funds	2310500	970,294,951.62	929,800,728.00
EXPENDITURES AND TAX REQUIREMENTS:			
Municipal Appropriations	2310600	623,776,001.00	602,281,532.00
School Taxes (Including Local and Regional)	2310700	120,529,902.50	115,548,404.00
County Taxes (Including Added Tax Amounts)	2310800	143,546,080.88	130,445,002.00
Municipal Open Space Taxes (Including Added Tax Amounts)		687,216.86	623,000.00
Special District Taxes	2310900	4,490,653.13	4,481,331.00
Other Expenditures and Deductions from Income	2311000	16,664,383.06	20,082,049.38
Total Expenditures and Tax Requirements	2311100	909,694,237.43	873,461,318.38
Less: Expenditures to be Raised by Future Taxes	2311200	15,465,629.00	-
Total Adjusted Expenditures and Tax Requirements	2311300	894,228,608.43	873,461,318.38
Surplus Balance - December 31st	2311400	76,066,343.19	56,339,409.62

*Nearest even percentage may be used

Proposed Use of Current Fund Surplus in 2019

Surplus Balance December 31, 2018	2311500	76,066,343.19
Current Surplus Anticipated in 2019		
Budget	2311600	36,010,145.00
Surplus Balance Remaining	2311700	40,056,198.19

(Important: This appendix must be included in advertisement of budget.)

2019

CAPITAL BUDGET AND CAPITAL IMPROVEMENT PROGRAM

This section is included with the Annual Budget pursuant to N.J.S.C. 5:30-4. It does not in itself confer any authorization to raise or expend funds. Rather it is a document used as part of the local unit's planning and management program. Specific authorization to expend funds for purposes described in this section must be granted elsewhere, by a separate bond ordinance, by inclusion of a line item in the Capital Improvement Section of this budget, by an ordinance taking the money from the Capital Improvement Fund, or other lawful means.

CAPITAL BUDGET

- A plan for all capital expenditures for the current fiscal year.
If no Capital Budget is included, check the reason why:

- Total capital expenditures this year do not exceed \$25,000, including appropriations for Capital Improvement Fund, Capital Line Items and Down Payments on Improvements.
- No bond ordinances are planned this year.

CAPITAL IMPROVEMENT PROGRAM

- A multi-year list of planned capital projects, including the current year.
Check appropriate box for number of years covered, including current year:

- 3 years. (Population under 10,000)
- 6 years. (Over 10,000 and all county governments)
- ____ years. (Exceeding minimum time period)

Check if municipality is under 10,000, has not expended more than \$25,000 annually for capital purposes in immediately previous three years, and is not adopting CIP.

NARRATIVE FOR CAPITAL IMPROVEMENT PROGRAM

The Capital Projects identified herein reflect the plans of the governing body and will only become effective upon successful passage of the applicable ordinances.

LOCAL UNIT CITY OF JERSEY CITY COUNTY/MUNICIPAL OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

DEDICATED REVENUES FROM TRUST FUND	FCOA	Anticipated		Realized in Cash	APPROPRIATIONS	FCOA	Appropriated		Expended 2018	
		2019	2018	2018			2019	2018	Paid or Charged	Reserved
Amount To Be Raised By Taxation	54-190	-	687,216.86	687,216.86	Development of Lands for Recreation and Conservation:		xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
					Salaries & Wages	54-385-1	-	-	-	-
Interest Income	54-113	-	-	-	Other Expenses	54-385-2	-	-	-	-
					Maintenance of Lands for Recreation and Conservation:		xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Reserve Funds:		-	-	-	Salaries & Wages	54-375-1	-	-	-	-
					Other Expenses	54-375-2	-	-	-	-
					Historic Preservation:		xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
					Salaries & Wages	54-176-1	-	-	-	-
					Other Expenses	54-176-2	-	-	-	-
					Acquisition of Lands for Recreation and Conservation:	54-915-2	-	-	-	-
Total Trust Fund Revenues:	54-299	-	687,216.86	687,216.86	Acquisition of Farmland	54-916-2	-	-	-	-
<i>Summary of Program</i>					Down Payments on Improvements	54-906-2	-	-	-	-
Year Referendum Passed/Implemented:		2016/2017			Debt Service:		xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Rate Assessed:		\$	0.002		Payment of Bond Principal	54-920-2	-	-	-	xxxxxxx
Total Tax Collected to date		\$	-		Payment of Bond Anticipation Notes and Capital Notes	54-925-2	-	-	-	xxxxxxx
Total Expended to date:		\$	-		Interest on Bonds	54-930-2	-	-	-	xxxxxxx
Total Acreage Preserved to date			-		Interest on Notes	54-935-2	-	-	-	xxxxxxx
Recreation land preserved in 2016:			-		Reserve for Future Use	54-950-2	1,310,216.52	-	-	-
Farmland preserved in 2016:			-		Total Trust Fund Appropriations:	54-499	1,310,216.52	-	-	-

Annual List of Change Orders Approved
Pursuant to N.J.A.C. 5:30-11

Contracting Unit: City of Jersey City

Year Ending: 12/31/2011

The following is a complete list of all change orders which caused the originally awarded contract price to be exceeded by more than 20 percent. For regulatory details please consult N.J.A.C. 5:30-11.1 et. Seq. Please identify each change order by name of the project.
Res.

For each change order listed above, submit with introduced budget a copy of the governing body resolution authorizing the change order and an Affidavit of Publication for the newspaper notice required by N.J.A.C. 5:30-11.9(d). (Affidavit must include a copy of the newspaper notice.)
If you have not had a change order exceeding the 20 percent threshold for the year indicated above, please check here

and certify below.

Date

Clerk of the Governing Body

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

City Clerk File No. Res. 19-257

Agenda No. 10.B

Approved: MAR 27 2019

TITLE:



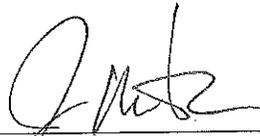
RESOLUTION AUTHORIZING CALENDAR YEAR 2018 APPROPRIATION RESERVE TRANSFERS.

COUNCIL
adoption of the following resolution:

offered and moved

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2018 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring:

FCOA	ACCOUNT	FROM	TO
20-110	MAYOR'S OFFICE S/W	\$50,000	
23-210	INSURANCE ALL DEPTS.		\$50,000
20-104	ARCHITECTURE S/W	\$5,056	
20-155	LAW O/E		\$5,056
	TOTAL	\$55,056	\$55,056

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

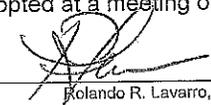
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

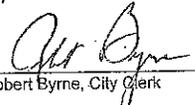
✓ Indicates Vote

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 CALENDAR YEAR 2018 APPROPRIATION RESERVE TRANSFERS

Initiator

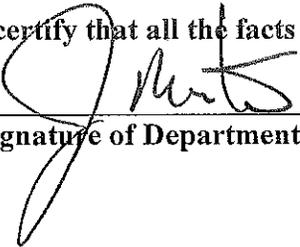
Department/Division	ADMINISTRATION	BUDGET
Name/Title	ROZANI PELC-PENTEADO	
Phone/email	201-547-4964	PELCR@JCNJ.ORG

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

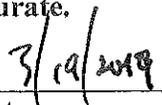
Resolution Purpose

This Resolution authorizes the Comptroller to make CY 2018 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

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

City Clerk File No. Res. 19-258

Agenda No. 10.C

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2019 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 2019 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 2019 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$282,382,296.**

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:

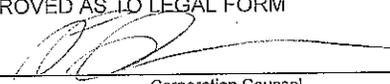
DESCRIPTION:	ACCOUNT:	FROM:	TO:
BUSINESS ADMINISTRATOR O/E	20-100	\$55,000	\$65,000
HR-PENSION O/E	20-118	\$2,500	\$5,500
INSURANCE ALL DEPTS.	23-210	\$4,000,000	\$7,000,000
DPW-DIRECTOR'S OFFICE O/E	26-290	\$5,700,000	\$8,700,000
DPW-BUILDINGS & STREETS O/E	26-291	\$675,000	\$975,000
ENGINEERING & TRAFFIC O/E	20-105	\$500,000	\$850,000
PRIOR YEAR BILLS	30-471	\$2,623	\$20,098
COMMUNITY SERVICES BLOCK (CSBG)	GRANT	\$0.00	\$233,450
ARBOR DAY TREE (NJSEA)	GRANT	\$0.00	\$1,000
TOTAL INCREASE:			\$6,914,925

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2019 Municipal Budget.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator


Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

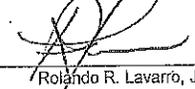
3-27-19

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

Initiator

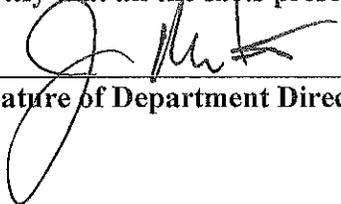
Department/Division	ADMINISTRATION	BUDGET
Name/Title	ROZANI PELC-PENTEADO	
Phone/email	201-547-4964	PELCR@JCNJ.ORG

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

Resolution Purpose

THIS RESOLUTION IS TO INCREASE THE TEMPORARY BUDGET TO COVER OPERATING EXPENSES AS WELL AS INCLUDE NEW GRANTS RECEIVED.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

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

City Clerk File No. Res. 19-259

Agenda No. 10.D

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE CALENDAR YEAR 2019 "RESERVE FOR UNCOLLECTED TAXES" TO BE CALCULATED USING A THREE YEAR AVERAGE.

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, the budget appropriation "Reserve for Uncollected Taxes" (RUT) is calculated using the prior years percentage of cash collections to total Levy; and,

WHEREAS, N.J.S.A. 40A:4 allows the RUT, when approved by resolution of the governing body, to be calculated using a three (3) year average of prior years percentage of cash collections;

WHEREAS, the City's tax collection rate has been reduced due to the amount of tax appeals awarded; and

WHEREAS, using last year's reduced collections rate alone would increase the amount to be raised by taxation providing unnecessary financial hardship upon the taxpayers of Jersey City.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby authorizes the Chief Financial Officer to use a three (3) year average of prior cash collections for the calculation of the CY 2019 budget appropriation "Reserve for Uncollected Taxes."

APPROVED: Elizabeth Castillo ^{Acting} CFO

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

Rólando 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 CALENDAR YEAR 2019
“RESERVE FOR UNCOLLECTED TAXES” TO BE CALCULATED
USING A THREE YEAR AVERAGE**

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Elizabeth Castillo	Acting Chief Financial Officer
Phone/email	(201) 547-5036	castilloe@jcnj.org

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

Resolution Purpose

Municipal Council of the City of Jersey City authorizes the Chief Financial Officer to use a three (3) year average of prior cash collections for the calculation of the CY 2019 budget appropriation “Reserve for Uncollected Taxes.” Using last year’s reduced collections rate alone would increase the amount to be raised by taxation providing unnecessary financial hardship upon the taxpayers of Jersey City.

I certify that all the facts presented herein are accurate.

Elizabeth Castillo

Date: 3/18/2018

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

City Clerk File No. Res. 19-260
 Agenda No. 10. E
 Approved: MAR 27 2019
 TITLE:



RESOLUTION AUTHORIZING A TAX REFUND PAYMENT TO JC BROADWAY, LLC.

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on October 24, 2018, the Municipal Council of the City of Jersey City adopted resolution 18-94 authorizing the City of Jersey City to enter into a settlement agreement with JC Broadway, LLC to resolve Tax Court Docket Numbers 004927-2014, 003349-2015, 003469-2016; and

WHEREAS, the City of Jersey City and JC Broadway, LLC entered into the authorized settlement agreement on October 26, 2018; and

WHEREAS, the Court issued a Judgment for Docket Numbers 004927-2014, 003349-2015, 003469-2016 on November 16, 2018; and

WHEREAS, the Court issued a Corrected Judgment for Docket Number 003469-2016 on November 26, 2018; and

WHEREAS, pursuant to the assessed values reflected in the November 16, 2018 Judgment and the November 26, 2018 Corrected Judgment, the City of Jersey City the Tax Collector is required to issue a refund to JC Broadway, LLC for \$390,211.36 for the overpayment of taxes.

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

- (1) The Tax Collector is hereby authorized issue a refund of \$390,211.36 to JC Broadway, LLC for the overpayment of taxes;
- (2) To effectuate said refund, the Finance Department is hereby authorized to issue a check for \$390,211.36 made payable to Horowitz, Rubino & Patton FBO JC Broadway, LLC with an address of PO Box 2038, Secaucus, NJ 07094, by the Tax Collector; and
- (3) The records of the Tax Collector's office shall be accordingly adjusted.

HB/mma
3/15/2019

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 –

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 TAX REFUND PAYMENT TO JC BROADWAY, LLC.

Initiator

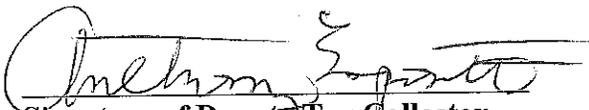
Department/Division	Administration	Collections
Name/Title	Anthony Esposito	Deputy Tax Collector
Phone/email	201-547-5526	AnthonyE@jcnj.org

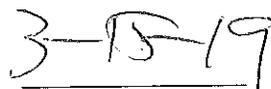
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To authorize a tax refund payment to JC Broadway, LLC.

I certify that all the facts presented herein are accurate.


Signature of Deputy Tax Collector


Date

Signature of Department Director

Date

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

City Clerk File No. Res. 19-261

Agenda No. 10.F

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 201 FREEMAN AVENUE A/K/A BLOCK 14601, LOT 00015, F/K/A BLOCK 1653, LOT 135

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on September 19, 2012, William and Angelica Jackson (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$24,889.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS, the mortgage affected property known as 201 Freeman Avenue, Jersey City, a/k/a known as Block 14601, Lot 00015, f/k/a Block 1653, Lot 135; and

WHEREAS, on October 9, 2012, the City's Mortgage was recorded in Book 18005, Page 825 of the Register of Deeds for Hudson County; and

WHEREAS, the City's mortgage provided that the Borrower was prohibited from transferring the property within ten (10) years of the execution of the mortgage; and

WHEREAS, the City's mortgage also provided that the Borrower must pay the City a percentage of the principal of the loan if the Borrower transferred the loan within the prohibited ten year period; and

WHEREAS, based on the repayment schedule of the mortgage, the Borrowers must pay eighty (80) percent of the principal, or \$19,911.20, to satisfy the loan at this time; and

WHEREAS, the Department of Housing, Economic Development and Commerce (HEDC) has received payment in the amount of \$19,911.20 from the Borrowers and is recommending that the mortgage be discharged because it has been paid off in full.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$24,889.00 affecting 201 Freeman Avenue, Jersey City, a/k/a known as Block 14601, Lot 00015, f/k/a Block 1653, Lot 135.

HB/mma
3/8/19

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

Rolanó 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 Business Administrator to execute a Discharge of Mortgage affecting real property located at: 201 Freeman Avenue, Jersey City, NJ 07306

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan <i>BL</i>	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

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

Resolution Purpose

Discharge of HORP Mortgage affecting real property located at:

Property Address: 201 Freeman Avenue, Jersey City, NJ 07306

Old Block: 1653 Lot: 135, New Block: 14601 Lot: 00015

HORP/SHRP Mortgage Amount: \$24,889.00

Execution Date of HORP Mortgage: September 19, 2012

Recording Date of HORP Mortgage: October 9, 2012 Book: 18005 Page: 825

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: _____
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \$19,911.20 8/28/2018
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

[Signature]

Signature of Division Director

3/6/19

Date

[Signature]

Signature of Department Director

3/6/19

Date

HEDC CHECKLIST FOR MORTGAGE DISCHARGE

A. Documents to Submit to Law Department

- Recorded Mortgage
- Recorded Note
- Recorded Deed Restriction
- Affordability Agreement (if applicable)
- Title Report (with Schedule A&B showing listing of liens)

B. Memorandum

- Memorandum from HEDC to the Law Department explaining reason for discharge request. Memo should include the following information:
 - Identify property owner, address, and current/former block and lot numbers
 - Identify affordability program (HOME, CDBG, etc.)
 - State the affordability period
 - Reason for mortgage request (loan paid off or fully amortized)-cite to the appropriate provision in mortgage
 - If loan paid off, include copy of payoff information (check, date of payoff, amount paid off)

approved by PV

RECEIVED
2019 MAR -5 PM 7:30
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: Director Annisia Cialone
From: Carmen Gandulla  Director –Division of Community Development
Date: February 25, 2019
Re: **Signature Required on Documents for Recordation**

Dear Director Cialone,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HARP/SHRP grant recipients:

William & Angelina Jackson
201 Freeman Avenue
Jersey City, NJ 07306

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,


Carmen Gandulla
Director

Cc: Hannah Bartges

Memorandum

To: Hannah Bartges, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: February 25, 2019
Re: Signature Required on Documents for Recordation

William & Angelina Jackson
201 Freeman Avenue
Jersey City, NJ 07306

- The ___ year term for HORP/SHRP mortgage placed against the above property has reached maturity as of _____. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.
- The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of \$19,911.20 received on 8/28/2018. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORP Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

cc: Annisia Cialone, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

ATTN: - Tamia

2741 17023

This Indenture,

Made the 31st day of January in the year One Thousand

and Fifty-eight
between Clyde T. Eigenbrod and Virginia J. Eigenbrod, his wife,
residing at 1102 Thompson Street, Jersey Shore, State of Pennsylvania

and
and
in the County
of the first part,
and
of the second part,

William J. Jackson and Angelina M. Jackson, his wife,
residing at 201 Freeman
Avenue,
City
of Hudson
and State of New Jersey
of Jersey City
in the County
of Hudson
of the second part,

Witnesseth, That the said party of the first part, for and in consideration of
One (\$1.00) Dollar and other valuable considerations

of lawful money of the United States of America, to them in hand well and truly paid by the said party
of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby
acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid,
have given, granted, bargained, sold, aliened, released, enticed, conveyed and confirmed, and by these
presents do give, grant, bargain, sell, alien, release, entice, convey and confirm unto the said party
of the second part, and to their heirs and assigns, forever, ALL THAT

certain lot, tract or parcel of land and premises, hereinafter
particularly described, situate, lying and being in the City
of Jersey City
in the County of Hudson
and State of New Jersey, known and designated on
a certain map entitled "Map of 340 lots belonging to W.B. Nichols, situated
in the 5th District, Jersey City, N.J., drawn by R.L. Williams, C.E., from
a survey of G. Wheeland, Civil Engineer, August 1888", and filed in the Office
of the Register of the County of Hudson, N.J. on the 19th day of October
1888 as and by lot No. 135 in block 182 and which said lot according to
said map is bounded and described as follows, viz:

BEGINNING at a point on the northwesterly line of Freeman Avenue,
distant one hundred and twenty (120) feet northeasterly from the corner
formed by the intersection of the northwesterly line of Freeman Avenue
with the northeasterly line of Duncan Avenue; running thence (1) North-
westerly and parallel with Duncan Avenue, and to, through and beyond the
center line of party wall standing partly on the premises herein described
and partly on the premises adjoining southwesterly thereto, one hundred (100)
feet; thence (2) Northwesterly parallel with said side of Freeman Avenue
twenty (20) feet; thence (3) Southeasterly parallel with the first course
one hundred (100) feet to the northwesterly line of Freeman Avenue and thence
(4) Southwesterly and along the northwesterly line of Freeman Avenue twenty
(20) feet to the point or place of BEGINNING.

BEING also known as lot 135 in City Block 1653, house number 201 Free-
man Avenue, Jersey City, New Jersey.

BEING part of the same premises conveyed to Clyde T. Eigenbrod and
Virginia J. Eigenbrod, his wife, by Milton Leibowitz and Ruth Leibowitz,
his wife, by deed dated Feb. 23, 1951, recorded Feb. 26, 1951 in the Hudson
County Register's Office, in Book 2448 page 443.

Deed

732

RECORDED IN BOOK 100 PAGE 100

DEPARTMENT OF REVENUE

STATE OF MISSISSIPPI

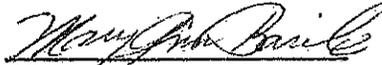
RECORDS

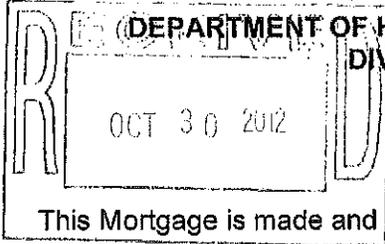
... of the State of Mississippi, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Department of Revenue, State of Mississippi, at the City of Jackson, Mississippi, this 10th day of January, 1900.

[Signature]

This Mortgage was prepared by:

Mary Ann Barile
Print or Type Name


Signature



CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT

MORTGAGE

This Mortgage is made and dated September 19, 2012 between



20121009060154670 1/6
10/09/2012 03:16:35 PM MORTGAGESMUN
Bk: 18005 Pg: 825
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 724449

BORROWER

Resident William & Angelina Jackson
Address 201 Freeman Avenue
City, State & Zip Jersey City, NJ 07306

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. NOTE: The Borrower is borrowing the sum of (\$ 24,889.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 9/19/2012 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the tenth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the ten year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

REPAYMENT SCHEDULE

If within the 1 st 5 years 100%	if within the 6 th year 80%	if within 7 th year 50%
If with 8 th year 25%	if within the 9 th year 10%	
After the 10 th year has ended 0%		

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages; to the Lender the property which is described in (a) through (d) below (from now on called the "Property");

(a) Street address 201 Freeman Avenue

Municipal tax map designation: Block 1653 Lot 135

(b) All buildings and other improvements that now are or will be on the land. All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.

(c) All other rights which the Borrower now has or will acquire with regard to the land.

3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held N/A and dated 1. The First Mortgage was recorded in _____ County in Book _____ at Page _____ on _____.

4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.

5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:

(a) The Borrower shall comply with all of the terms of the Note and this Mortgage.

(b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.

(c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.

(d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.

- (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require. If the Property is in a Federal or State flood hazard zone, the Borrower shall maintain flood insurance. The insurance company, agent or broker, amounts of coverage, and forms of all policies must be acceptable to the Lender. The Lender may require that the amount of coverage be the greater of (1) the principal of the Note or (2) the current replacement value of the buildings and other improvements to the extent available. The coverage must be furnished by one insurance company. There can be no coinsurance or sharing of the risk by more than one company. The Borrower shall pay all premiums when due. The Borrower shall deliver the original policies and all renewals to the Lender if so required.

All policies shall state that the insurance company cannot cancel or refuse to renew without at least 10 days notice to this Lender. They shall include a "standard mortgage clause" naming this Lender as loss payee. All insurance proceeds shall be paid to the Lender. A certificate of insurance naming the "City of Jersey City, Department of Housing, Economic Development and Commerce" as loss payee must be forwarded to this Lender. In case of loss or damage the Borrower shall promptly notify the insurance company and the Lender. The Borrower shall promptly (1) file a proof of loss with the insurance company and (2) settle the claim. If not, the Lender may do so. The Lender may use the insurance proceeds received to (1) repair and restore the Property or (2) reduce the principal. The Lender shall use any money left after the repair and restoration to reduce the principal. This shall not change the amounts or due dates of the monthly payments under the Note.

- (g) The Borrower shall keep the Property in good repair. The Borrower shall not damage, destroy, or abandon the Property. The Lender may inspect the Property on reasonable notice to the Borrower. The Borrower shall make repairs as may reasonably be required by the Lender.
- (h) The Borrower shall not do any of the following to the Property without the prior written consent of the Lender:
- (1) Remove, demolish, or materially alter any buildings or other improvements.
 - (2) Remove any fixtures.
 - (3) Give a security interest in any fixtures
 - (4) Assign any rights to the property, building or fixtures

If any fixture is destroyed or removed, the Borrower shall replace it with another of at least equal quality and condition.

- (i) Eminent domain is the right of a government to lawfully condemn and take private property for a public purpose. Fair value must be paid for the taking. The taking may occur either by court order or by deed to the condemning party. If all or any part of the Property is taken by eminent domain within the ten (10) years of the Mortgage, the pro-rated principal shall be paid to the Lender.

- (j) In this Mortgage, a lien is a legal claim of another against property for (a) the payment of a debt or (b) the performance of an obligation. This Mortgage is a lien of the Lender against the Property for the payment of the Note. A superior lien would be entitled to be paid before this Mortgage on a court ordered sale of the Property. The Borrower shall not allow any superior liens against the Property unless subordination of this lien is approved in writing by the Lender.
- (k) The Borrower shall pay all payments due on all liens on the property and not violate any term of any other Mortgage.
- (l) The Borrower shall obey all laws, rules and ordinances which apply to the Property. The Borrower shall not use or allow the Property to be used for any illegal purpose.

6. LENDER'S RIGHT OF ACCELERATION: The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

- (a) The failure of the Borrower to keep any other promise in the Mortgage within 30 days after written notice from the Lender.
- (b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.
- (c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.
- (d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

The Lender's failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

7. LENDERS RIGHTS ON ACCELERATION: If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

- (a) To enter and take possession of the Property in a lawful way and manage the Property.
- (b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.
- (c) To start a court action known as foreclosure to take away all of the Borrower's rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.

- (d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The Lender may then sue the Borrower under the Note for the difference. The Lender reserved any rights given by law to sue under the Note before beginning a foreclosure action under this Mortgage.
8. **NOTICES:** All notices under this Mortgage must be in writing. They may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Mortgage. Either party may notify the other of a change of address.
9. **MORTGAGE BINDING ON SUCCESSORS:** This Mortgage is binding on all Borrowers, his or her heirs, personal representatives, and/or all those who lawfully succeed to their rights or take their places.
10. **LAW:** This contract is made under and shall be governed by the laws of the State of New Jersey.
11. **SIGNATURES:** The Borrower agrees to this Mortgage by signing below. If the Borrower is a corporation, this Mortgage is signed by its proper corporate officers and its corporate seal is affixed.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHANGE OR CHARGE.

William Jackson (Seal)
Elizabeth Jackson (Seal)

WITNESSED OR ATTESTED BY:

Mary Ann Barile
Robert Advisor

CERTIFICATE OF ACKNOWLEDGMENT BY INDIVIDUAL

State of New Jersey

County of Hudson

I am a Notary Public of NJ an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me on this 19th day of September, 2012. William & Angelina Jackson appeared before me in person (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer and made this acknowledgment). I am satisfied that this person is the person named in and who signed this Document. This person acknowledged signing, sealing and delivering this Document as this person's act and deed for the uses and purposes expressed in this Document.

**TO THE REGISTER OR CLERK,
County of Hudson:**

**Lender:
City of Jersey City**

Record and return to:

**City of Jersey City
Division of Community Dev.
30 Montgomery St., Rm 404
J.C. N.J 07302**



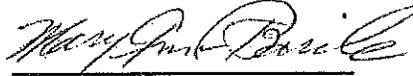
Officer's Signature

Print, stamp, or type name and title directly beneath.

FILED
20121009060154670
10/09/2012 03:16:35 PM
MORTGAGESMUN
NUMBER OF PAGES : 6
TCALLENDER

**Z. GUZMAN PELAEZ
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 02, 2015**

This Mortgage was prepared by:
Mary Ann Barile



Print or Type Name

Signature

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE NOTE

This Mortgage Note is made on September 19, 2012

BORROWER

Resident William & Angelina Jackson
Address 201 Freeman Avenue
City, State & Zip Jersey City, NJ 07306

(from now on called the "Borrower")

is borrowing money from

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage Note (from now on called "the Note"). The Lender or any other holder of this Mortgage may transfer this Note. The word Lender includes (a) the original Lenders and (b) anyone who takes this Note by transfer or assignment.

- PROMISE TO PAY:** In return for a loan that which the borrower has received, the Borrower promises to pay to the order of the Lender the sum of (\$24,889.00) (from now on called the "Principal").
- INTEREST:** This indebtedness is a deferred payment mortgage. There will be no interest accrued on this mortgage. This mortgage shall be forgiven, without interest or penalties at the end of the tenth year after the signing of this Note provided that the Borrower has complied with all terms and conditions of this Mortgage Note and the Mortgage
- MORTGAGE TO SECURE PAYMENT:** The Lender has been given a Mortgage dated 9/19/2012, by the Borrower, to protect the Lender if the promises made in this Note are not kept. The Borrower agrees to keep all promises made in the Mortgage covering property the Borrower owns located at, 201 Freeman Avenue, in the City of Jersey City in the County of Hudson and the State of New Jersey (from now on called the "Property"). All terms of the Mortgage are made part of this Note.

4. **TERMS AND CONDITIONS:** The Borrower has received this loan for the purpose of rehabilitating the Property in order to abate certified health and safety code violations. The ten year term shall begin on the date the Borrower receives proper certification that the property is free of all code violations.

This Mortgage Note shall be due and payable at the time within the ten year term that the Borrower vacates or transfers title to the Property. The Mortgage Note amount will be forgiven at the end of the ten year term.

5. **LENDER'S RIGHT OF ACCELERATION:** The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

- (a) The failure of the Borrower to keep any other promise in the Mortgage within 30 days after written notice from the Lender.
- (b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.
- (c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.
- (d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

The Lender's failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

6. **LENDERS RIGHTS ON ACCELERATION:** If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

- (a) To enter and take possession of the Property in lawful way and manage the Property.
- (b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.
- (c) To start a court action known as foreclosure to take away all of the Borrower's rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.
- (d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The Lender may then sue the Borrower under the Note for the difference. The Lender reserved any rights given by law to sue under the Note before beginning a foreclosure action under this Mortgage.

7. **WAIVER OF FORMAL ACTS:** The Lender is not required to do any of the following before enforcing the Lender's rights under this Note:
- (a) to demand payment of amounts due (called "presentment");
 - (b) to notify or give notice to the Borrower of nonpayment (called "notice of dishonor"); and
 - (c) to obtain an official certified statement showing nonpayment (called "protest").
8. **RESPONSIBILITY UNDER THE NOTE:** If more than one Borrower signs this note each one is obligated to pay the amount due under the Note. This Note is binding on all Borrowers and all those who lawfully succeed to their obligations under this Note or guarantee their obligations under this note. The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers who sign this Note.
9. **MODIFICATIONS OF THIS NOTE:** This Note can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.
10. **NOTICES:** All notices under this Mortgage Note must be in writing. They may be given by (a) Personal delivery or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Mortgage Note. Either party may notify the other of a change of address.
11. **LAW:** This contract is made under and shall be governed by the laws of the State of New Jersey.
12. **SIGNATURES:** The Borrower agrees to the terms of this Note by signing below. If the Borrower is a corporation, its proper corporate seal is affixed.

THE OWNER HAS RECEIVED A TRUE COPY OF THIS NOTE WITHOUT CHANGE OR CHARGE.

X William Jackson (Seal)

X Abigail J. Garcia (Seal)

Witnessed or Attested by:

Mary Ann Paris
St. Loan Advisor

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

City Clerk File No. Res. 19-262
 Agenda No. 10.G
 Approved: MAR 27 2019
 TITLE: _____



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 521 GARFIELD AVENUE A/K/A BLOCK 25903, LOT 00039, F/K/A BLOCK 1470, LOT 36.C

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on February 13, 2008, Mark Vanliew (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$24,900.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS, on February 25, 2008, the City's Mortgage was recorded in Book 16667, Page 00339 of the Register of Deeds for Hudson County; and

WHEREAS, the City's mortgage self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 521 Garfield Avenue, Jersey City, a/k/a Block 25903, Lot 00039, f/k/a Block 1470, Lot 36.C; and

WHEREAS, ten (10) years have passed since the loan was made; and

WHEREAS, the Jersey City Division of Community Development has reviewed this matter and has concluded that the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$24,900.00 affecting 521 Garfield Avenue, Jersey City, a/k/a Block 25903, Lot 00039, f/k/a Block 1470, Lot 36.C.

HB/mma
2/27/19

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											
3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 Business Administrator to execute a Discharge of Mortgage affecting real property located at: 521 Garfield Avenue, Jersey City, NJ 07305

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan <i>BL</i>	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

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

Resolution Purpose

Discharge of HORP Mortgage affecting real property located at:

Property Address: 521 Garfield Avenue, Jersey City, NJ 07305

Old Block: 1470 Lot: 36.C, New Block: 25903 Lot: 00039

HORP/SHRP Mortgage Amount: \$24,900.00

Execution Date of HORP Mortgage: February 13, 2008

Recording Date of HORP Mortgage: February 25, 2008 Book: 16667 Page: 00339

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: February 13, 2018
Maturity Date

Satisfaction of HORP/SHRP Mortgage: _____
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.



Signature of Division Director

3/6/19

Date



Signature of Department Director

3/6/19

Date

HEDC CHECKLIST FOR MORTGAGE DISCHARGE

A. Documents to Submit to Law Department

- Recorded Mortgage
- Recorded Note
- Recorded Deed Restriction
- Affordability Agreement (if applicable)
- Title Report (with Schedule A&B showing listing of liens)

B. Memorandum

- Memorandum from HEDC to the Law Department explaining reason for discharge request. Memo should include the following information:
 - Identify property owner, address, and current/former block and lot numbers
 - Identify affordability program (HOME, CDBG, etc.)
 - State the affordability period
 - Reason for mortgage request (loan paid off or fully amortized)-cite to the appropriate provision in mortgage
 - If loan paid off, include copy of payoff information (check, date of payoff, amount paid off)

Memorandum

To: Director Annisia Cialone
From: Carmen Gandulla, Director –Division of Community Development
Date: February 25, 2019
Re: **Signature Required on Documents for Recordation**

Dear Director Cialone,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Mark Vanliew
521 Garfield Avenue
Jersey City, NJ 07305

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,

Carmen Gandulla
Director

Cc: Hannah Bartges

Memorandum

To: Hannah Bartges, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: February 25, 2019
Re: Signature Required on Documents for Recordation

Mark Vanliew
521 Garfield Avenue
Jersey City, NJ 07305

- The 10 year term for HORP/SHRP mortgage placed against the above property has reached maturity as of 2/13/2018. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.
- The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORP Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

cc: Annisia Cialone, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

This Mortgage was prepared by:

Mary Ann Barile
Print or Type Name


Signature

CHARGE

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE

This Mortgage is made and dated February 13, 2008 between

BORROWER

Resident Mark Vanliew
Address 521 Garfield Avenue
City, State & Zip Jersey City, NJ 07305

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

- 1. NOTE:** The Borrower is borrowing the sum of (\$24,900.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 2/13/08 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the tenth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the ten year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

RECEIVED
AND
REGISTERED
SECRETARY OF TREASURY
STATE OF NEW JERSEY
OFFICE OF COMMUNITY DEVELOPMENT
MONTGOMERY ST. 30
JERSEY CITY, NJ 07302

REPAYMENT SCHEDULE

If within the 1st 5 years 100%

If with 8th year 25%

After the 10th year has ended 0%

If within the 6th year 80%

If within the 9th year 10%

If within 7th year 50%

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):
 - (a) Street address 521 Garfield Avenue
Municipal tax map designation: Block 1470 Lot 36.C
 - (b) All buildings and other improvements that now are or will be on the land.
All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
 - (c) All other rights which the Borrower now has or will acquire with regard to the land.
3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by Countrywide home Loans and is dated _____. The First Mortgage was recorded in _____ County in Book _____ at Page _____ on _____.
4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.
5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:
 - (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
 - (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
 - (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
 - (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.

- (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require. If the Property is in a Federal or State flood hazard zone, the Borrower shall maintain flood insurance. The insurance company, agent or broker, amounts of coverage, and forms of all policies must be acceptable to the Lender. The Lender may require that the amount of coverage be the greater of (1) the principal of the Note or (2) the current replacement value of the buildings and other improvements to the extent available. The coverage must be furnished by one insurance company. There can be no coinsurance or sharing of the risk by more than one company. The Borrower shall pay all premiums when due. The Borrower shall deliver the original policies and all renewals to the Lender if so required.

All policies shall state that the insurance company cannot cancel or refuse to renew without at least 10 days notice to this Lender. They shall include a "standard mortgage clause" naming this Lender as loss payee. All insurance proceeds shall be paid to the Lender. A certificate of insurance naming the "City of Jersey City, Department of Housing, Economic Development and Commerce" as loss payee must be forwarded to this Lender. In case of loss or damage the Borrower shall promptly notify the insurance company and the Lender. The Borrower shall promptly (1) file a proof of loss with the insurance company and (2) settle the claim. If not, the Lender may do so. The Lender may use the insurance proceeds received to (1) repair and restore the Property or (2) reduce the principal. The Lender shall use any money left after the repair and restoration to reduce the principal. This shall not change the amounts or due dates of the monthly payments under the Note.

- (g) The Borrower shall keep the Property in good repair. The Borrower shall not damage, destroy, or abandon the Property. The Lender may inspect the Property on reasonable notice to the Borrower. The Borrower shall make repairs as may reasonably be required by the Lender.
- (h) The Borrower shall not do any of the following to the Property without the prior written consent of the Lender:
- (1) Remove, demolish, or materially alter any buildings or other improvements.
 - (2) Remove any fixtures.
 - (3) Give a security interest in any fixtures
 - (4) Assign any rights to the property, building or fixtures

If any fixture is destroyed or removed, the Borrower shall replace it with another of at least equal quality and condition.

- (i) Eminent domain is the right of a government to lawfully condemn and take private property for a public purpose. Fair value must be paid for the taking. The taking may occur either by court order or by deed to the condemning party. If all or any part of the Property is taken by eminent domain within the ten (10) years of the Mortgage, the pro-rated principal shall be paid to the Lender.

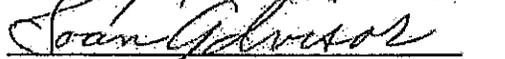
- (d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The Lender may then sue the Borrower under the Note for the difference. The Lender reserved any rights given by law to sue under the Note before beginning a foreclosure action under this Mortgage.
8. **NOTICES:** All notices under this Mortgage must be in writing. They may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Mortgage. Either party may notify the other of a change of address.
9. **MORTGAGE BINDING ON SUCCESSORS:** This Mortgage is binding on all Borrowers, his or her heirs, personal representatives, and/or all those who lawfully succeed to their rights or take their places.
10. **LAW:** This contract is made under and shall be governed by the laws of the State of New Jersey.
11. **SIGNATURES:** The Borrower agrees to this Mortgage by signing below. If the Borrower is a corporation, this Mortgage is signed by its proper corporate officers and its corporate seal is affixed.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHANGE OR CHARGE.

 (Seal)

_____ (Seal)

WITNESSED OR ATTESTED BY:

CERTIFICATE OF ACKNOWLEDGMENT BY INDIVIDUAL

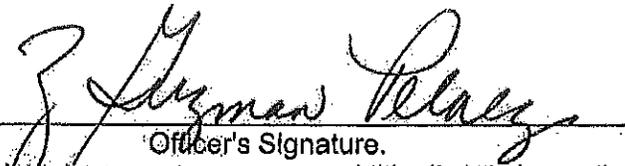
State of New Jersey

County of Hudson

I am a Notary Public of NJ an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me on this 13th day of February, 2008

Mark VanLieu appeared before me in person (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer and made this acknowledgment). I am satisfied that this person is the person named in and who signed this Document. This person acknowledged signing, sealing and delivering this Document as this person's act and deed for the uses and purposes expressed in this Document.

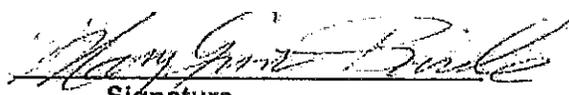
TO THE REGISTER OR CLERK, County of Hudson:	Record and return to:
Lender: City of Jersey City	City of Jersey City Division of Community Dev. 30 Montgomery St., Rm 404 J.C. N.J 07302



Officer's Signature.
Print, stamp, or type name and title directly beneath.

NOTARY PUBLIC STATE OF NEW JERSEY
My Commission Expires April 02, 2010

This Mortgage was prepared by:
Mary Ann Barile
Print or Type Name


Signature

CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT

MORTGAGE NOTE

This Mortgage Note is made on February 13, 2008

BORROWER

Resident Mark Vanliew
Address 521 Garfield Avenue
City, State & Zip Jersey City, NJ 07305

(from now on called the "Borrower")

is borrowing money from

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage Note (from now on called "the Note"). The Lender or any other holder of this Mortgage may transfer this Note. The word Lender includes (a) the original Lenders and (b) anyone who takes this Note by transfer or assignment.

- PROMISE TO PAY:** In return for a loan that which the borrower has received, the Borrower promises to pay to the order of the Lender the sum of (Twentyfour Thousand, Nine Hundred Dollars): ~~(\$ 24,900.00)~~ (from now on called the "Principal").
- INTEREST:** This indebtedness is a deferred payment mortgage. There will be no interest accrued on this mortgage. This mortgage shall be forgiven, without interest or penalties at the end of the tenth year after the signing of this Note provided that the Borrower has complied with all terms and conditions of this Mortgage Note and the Mortgage.
- MORTGAGE TO SECURE PAYMENT:** The Lender has been given a Mortgage dated 2/13/08, by the Borrower, to protect the Lender if the promises made in this Note are not kept. The Borrower agrees to keep all promises made in the Mortgage covering property the Borrower owns located at 521 Garfield Avenue, in the City of Jersey City in the County of Hudson and the State of New Jersey (from now on called the "Property"). All terms of the Mortgage are made part of this Note..

4. **TERMS AND CONDITIONS:** The Borrower has received this loan for the purpose of rehabilitating the Property in order to abate certified health and safety code violations. The ten year term shall begin on the date the Borrower receives proper certification that the property is free of all code violations.

This Mortgage Note shall be due and payable at the time within the ten year term that the Borrower vacates or transfers title to the Property. The Mortgage Note amount will be forgiven at the end of the ten year term.

5. **LENDER'S RIGHT OF ACCELERATION:** The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

- (a) The failure of the Borrower to keep any other promise in the Mortgage within 30 days after written notice from the Lender.
- (b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.
- (c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.
- (d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

The Lender's failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

6. **LENDERS RIGHTS ON ACCELERATION:** If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

- (a) To enter and take possession of the Property in a lawful way and manage the Property.
- (b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.
- (c) To start a court action known as foreclosure to take away all of the Borrower's rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.
- (d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The Lender may then sue the Borrower under the Note for the difference. The Lender reserved any rights given by law to sue under the Note before beginning a foreclosure action under this Mortgage.

7. **WAIVER OF FORMAL ACTS:** The Lender is not required to do any of the following before enforcing the Lender's rights under this Note:

- (a) to demand payment of amounts due (called "presentment");

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE



Hudson County Recording Data Page
Diane Coleman
Hudson County Register



Official Use Only-Barcode
20180527010046970 1/0
05/07/2018 11:11:59 AM DEED
Bl: 0304 Pg: 306
Diane Coleman
Hudson County, Register of Deeds
Receipt No. 1855455

Official Use Only-Realty Transfer Fee

20180527010046970
07/2018 11:11:00 AM
Consideration: \$1.00
Exempt Code: Exempt
County: \$.00 State: \$.00
NJAITP \$.00 PHPF: \$.00
ERP: \$.00 General: \$.00
Buyer's Fee: \$.00
Total RTF: \$.00

Date of Document:	May 1, 2018	Type of Document:	deed
First Party Name:	Mark VanLew	Second Party Name:	Shannell VanLew
Additional Parties:			

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block: 1470	Lot: 300
Municipality: Jersey City	
Consideration: \$1.00	
Mailing Address of Grantee: 521 Garfield Ave, Jersey City, NJ 07305	
THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAVING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book:	Original Page:
HUDSON COUNTY RECORDING DATA PAGE	
Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.	

DISCLAIMER:

A recording officer shall not be liable for differences between the cover sheet or the electronic synopsis and the document. If discrepancies are found, the entire document will be rejected.

Deed

PLEASE COPY UP YOUR DEED TO THE COUNTY TAX ASSESSOR'S OFFICE

This Deed is made on **May 1, 2018**
BETWEEN **Mark VanLiew, single**

whose post office address is **521 Garfield Avenue
Jersey City, NJ 07305**

referred to as the Grantor,
AND **Mark VanLiew, single and Shannell VanLiew, single**

whose post office address is **521 Garfield Avenue
Jersey City, NJ 07305**

referred to as the Grantee.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$1.00 (One Dollar)

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Jersey City

Block No. 1470 Lot No. 36C Qualifier No. _____ Account No. _____

No lot and block or account number is available on the date of this Deed. (Check box if applicable.)

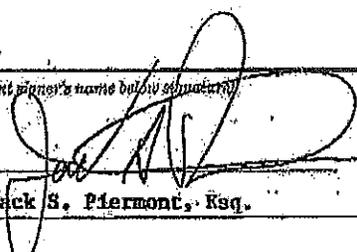
3. **Property.** The Property consists of the land and all the buildings and structures on the land in the City of Jersey City County of Hudson and State of New Jersey.

The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

Being the same premises granted to the Grantor herein by Deed from Etta Thompson, unmarried to Mark VanLiew, unmarried, dated July 30, 2004 and recorded on August 10, 2004 in the Office of the Hudson County Register of Deeds in Book 7344 Page 287

500.74

Prepared by: *(Print preparer's name below signature)*

Jack S. Piermont, Esq.

(For Recorder's Use Only)

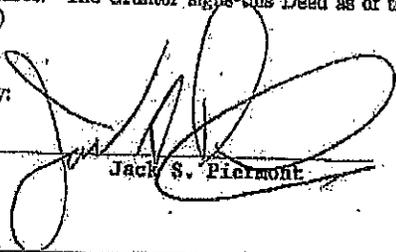
IF COPY OF THIS DEED
NOT BEEN SENT TO ASSESSOR'S OFFICE

The street address of the Property is: 521 Garfield Avenue, Jersey City, NJ 07305

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witness by:


Jack S. Piermont

 (Seal)
Mark VanLiew

(Seal)

STATE OF NEW JERSEY, COUNTY OF HUDSON SS:

I CERTIFY that on May 1, 2018

Mark VanLiew

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) executed this Deed as his or her own act; and
- (c) made this Deed for \$ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:
 Mark VanLiew
 521 Garfield Ave.
 Jersey City, NJ 07306


 Jack S. Piermont
 Attorney at law of New Jersey
 Print name and title below signature

IF COPY OF THIS DEED
HAS BEEN SENT TO ADDRESS ON FILE

SCHEDULE "A"

All that certain lot, parcel or tract of land, situate and lying in the City of Jersey City, County of Hudson, State of New Jersey and being more particularly described as follows:

Beginning at a point formed by the intersection of the easterly line of Garfield Avenue with the easterly line of Woodlawn Avenue and thence running:

- 1) Northerly along the easterly line of Woodlawn Avenue 102 feet; thence
- 2) Easterly 25.43 feet; thence
- 3) Southerly and parallel with the line first run 100.08 feet to the northerly line of Garfield Avenue; thence
- 4) Westerly along the northerly line of Garfield Avenue 25.49 feet to the point of place of beginning.

S/B/L: 1470-36.C

Property Address commonly known as: 521 Garfield Avenue, Jersey City, NJ
07305



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.55, P.L. 2004)

GIT/REP-3
 (10-09)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)
 Mark VanLiew
 Current Resident Address:
 Street: 521 Garfield Avenue
 City, Town, Post Office Jersey City State NJ Zip Code 07305

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
1470	36C	

Street Address:
 521b Garfield Avenue
 City, Town, Post Office Jersey City State NJ Zip Code 07305

Seller's Percentage of Ownership	Consideration	Closing Date
100	\$1.00	5/1/2018

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

- I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
- The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the Federal Internal Revenue Code of 1986, 26 U.S.C. § 121.
- I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
- The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
- The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
- No non-like kind property received.
- Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

5/1/18 Date
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney In Fact

Date
 Signature
 (Seller) Please indicate if Power of Attorney or Attorney In Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1989, as amended through Chapter 49, P.L. 2006) (N.J.S.A. 49:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.
STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY
Consideration
RTF # 1008
Date 2-1-2018

COUNTY Hudson
MUNICIPALITY OF PROPERTY LOCATION Jersey City

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)
Deponent, Mark Van Lew, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor in a deed dated May 7, 2018 transferring real property identified as Block number 1470 Lot number 38C located at 521 Garfield Ave, Jersey City and annexed thereto.

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #6 on reverse side) to prior mortgage to which property is subject.

(3) Property transferred to Class 4A 4B 4C (circle one); if property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions 45A and #7 on reverse side)
Total Assessed Valuation - Director's Ratio = Equalized Assessed Valuation

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1989, as amended through C. 49, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail, consideration less than \$100.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the State, Supplemental, and General Purpose Fees, as applicable, imposed by C. 17B, P.L. 1976, C. 113, P.L. 2004, and C. 60, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) 62 years of age or over. (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) legally blind or:
DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed

Similar citizens, blind persons, or disabled persons must also meet all of the following criteria:
 Owned and occupied by grantor(s) at time of sale. Residents of State of New Jersey.
 One or two-family residential premises. Spouse or joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #10 on reverse side)
 Affordable according to H.U.D. standards. Reserved for occupancy.
 Meets income requirements of region. Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #9, #10 and #12 on reverse side)
 Entirely new improvement. Not previously occupied.
 Not previously used for any purpose. NEW CONSTRUCTION printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #6, #7, #11 on reverse side)
 No prior mortgage assumed or to which property is subject at time of sale.
 No contributions to capital by either grantor or grantee legal entities.
 No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1989, as amended through Chapter 49, P.L. 2008.

Signature and sworn to by Deponent: Mark Van Lew
Day of May, 2018
Signature of Deponent: Mark Van Lew
Grantor Name: Mark Van Lew
521 Garfield Ave. Jersey City, NJ 07305
521 Garfield Ave Jersey City, NJ 07305
Deponent Address: Grantor Address at Time of Sale

JACK S. PIERMONT
ATTORNEY AT LAW
OF NEW JERSEY
Deed No: XXXXXX-102
Name/Company of Settlement Officer: Jack S. Piermont

FOR OFFICIAL USE ONLY
Including of Minister: Hudson
Deed Number: Book Page
Deed Dated: 5-1-2018 Date Received: 5-1-2018

0180507010048970
5/07/2018 11:11:55 AM
EED
NUMBER OF PAGES : 6
HICKS

Be forwarded one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 241
TRENTON, NJ 08646-0241
ATTENTION: REALTY TRANSFER FEE UNIT
of Taxation in the Department of the Treasury has prepared this form as required by law, and may not be altered or amended
Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:
www.state.nj.us/treasury/taxation/publications.htm

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

City Clerk File No. Res. 19-263

Agenda No. 10. H

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 201 OLEAN AVENUE A/K/A BLOCK 14703, LOT 00012, F/K/A BLOCK 1658, LOT 315

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on November 22, 2011, Steven Paul (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$12,600.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS, on January 24, 2012, the City's Mortgage was recorded in Book 17834, Page 643 of the Register of Deeds for Hudson County; and

WHEREAS, the City's mortgage self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 201 Olean Avenue, Jersey City, a/k/a Block 14703, Lot 00012, f/k/a Block 1658, Lot 351; and

WHEREAS, five (5) years have passed since the loan was made; and

WHEREAS, the Jersey City Division of Community Development has reviewed this matter and has concluded that the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$12,600.00 affecting 201 Olean Avenue, Jersey City, a/k/a Block 14703, Lot 00012, f/k/a Block 1658, Lot 351.

HB/mma
2/27/19

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 Business Administrator to execute a Discharge of Mortgage affecting real property located at: 201 Olean Avenue, Jersey City, NJ 07306

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan <i>BL</i>	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

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

Resolution Purpose

Discharge of HORP Mortgage affecting real property located at:

Property Address: 201 Olean Avenue, Jersey City, NJ 07306

Old Block: 1658 Lot: 351, New Block: 14703 Lot: 00012

HORP/SHRP Mortgage Amount: \$12,600.00

Execution Date of HORP Mortgage: November 22, 2011

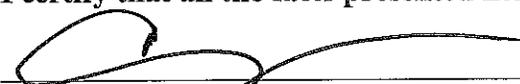
Recording Date of HORP Mortgage: January 24, 2012 Book: 17834 Page: 643

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: November 22, 2016
Maturity Date

Satisfaction of HORP/SHRP Mortgage: _____
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.



Signature of Division Director

2/6/19

Date



Signature of Department Director

3/6/19

Date

HEDC CHECKLIST FOR MORTGAGE DISCHARGE

A. Documents to Submit to Law Department

- Recorded Mortgage
- Recorded Note
- Recorded Deed Restriction
- Affordability Agreement (if applicable)
- Title Report (with Schedule A&B showing listing of liens)

B. Memorandum

- Memorandum from HEDC to the Law Department explaining reason for discharge request. Memo should include the following information:
 - Identify property owner, address, and current/former block and lot numbers
 - Identify affordability program (HOME, CDBG, etc.)
 - State the affordability period
 - Reason for mortgage request (loan paid off or fully amortized)-cite to the appropriate provision in mortgage
 - If loan paid off, include copy of payoff information (check, date of payoff, amount paid off)

Memorandum

To: Director Annisia Cialone
From: Carmen Gandulla, Director –Division of Community Development
Date: February 25, 2019
Re: **Signature Required on Documents for Recordation**

Dear Director Cialone,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Steven Paul
201 Olean Avenue
Jersey City, NJ 07306

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,

Carmen Gandulla
Director

Cc: Hannah Bartges

Memorandum

To: Hannah Bartges, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: February 25, 2019
Re: Signature Required on Documents for Recordation

Steven Paul
201 Olean Avenue
Jersey City, NJ 07306

X The 5 year term for HORM/SHRP mortgage placed against the above property has reached maturity as of 11/22/2016. A copy of the recorded HORM Mortgage is enclosed. Please prepare a Discharge of Mortgage.

 The HORM/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of received on . A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORM Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

cc: Annisia Cialone, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

This Mortgage was prepared by:

Mary Ann Barile
Print or Type Name


Signature

CHARGE

CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT

MORTGAGE

This Mortgage is made and dated November 22, 2011 between

BORROWER

Resident Steven Paul
Address 201 Olean Ave
City, State & Zip Jersey City, NJ 07306

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

- 1. NOTE:** The Borrower is borrowing the sum of (12,600.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 11/22/2011 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.



20120124060018870 1/6
01/24/2012 02:17:02 PM MORTGAGESMUN
Bk: 17094 Pg: 643
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 639887

This Mortgage was prepared by:

Mary Ann Barile
Print or Type Name


Signature



CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT

MORTGAGE

This Mortgage is made and dated November 22, 2011 between

BORROWER

Resident Steven Paul
Address 201 Olean Ave
City, State & Zip Jersey City, NJ 07306

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

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- NOTE:** The Borrower is borrowing the sum of (12,600.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 11/22/2011 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.



20120124060018870 1/6
01/24/2012 02:17:02 PM MORTGAGESMUN
Blk: 17834 Pg: 643
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 639687

REPAYMENT SCHEDULE

Up to year One 100%	Up to year Three 60%	Up to year Five 20%
Up to year Two 80%	Up to year Four 40%	After year Five 0%.

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):
 - (a) Street address 201 Olean Ave
Municipal tax map designation: Block 1658 Lot 351
 - (b) All buildings and other improvements that now are or will be on the land.
All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
 - (c) All other rights which the Borrower now has or will acquire with regard to the land.

3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by N/A and dated 1. The First Mortgage was recorded in County in Book at Page on .

4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.

5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:
 - (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
 - (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
 - (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
 - (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
 - (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require. If the Property is in a Federal

or State flood hazard zone, the Borrower shall maintain flood insurance. The insurance company, agent or broker, amounts of coverage, and forms of all policies must be acceptable to the Lender. The Lender may require that the amount of coverage be the greater of (1) the principal of the Note or (2) the current replacement value of the buildings and other improvements to the extent available. The coverage must be furnished by one insurance company. There can be no coinsurance or sharing of the risk by more than one company. The Borrower shall pay all premiums when due. The Borrower shall deliver the original policies and all renewals to the Lender if so required.

All policies shall state that the insurance company cannot cancel or refuse to renew without at least 10 days notice to this Lender. They shall include a "standard mortgage clause" naming this Lender as loss payee. All insurance proceeds shall be paid to the Lender. A certificate of insurance naming the "City of Jersey City, Department of Housing, Economic Development and Commerce" as loss payee must be forwarded to this Lender. In case of loss or damage the Borrower shall promptly notify the insurance company and the Lender. The Borrower shall promptly (1) file a proof of loss with the insurance company and (2) settle the claim. If not, the Lender may do so. The Lender may use the insurance proceeds received to (1) repair and restore the Property or (2) reduce the principal. The Lender shall use any money left after the repair and restoration to reduce the principal. This shall not change the amounts or due dates of the monthly payments under the Note.

- (g) The Borrower shall keep the Property in good repair. The Borrower shall not damage, destroy, or abandon the Property. The Lender may inspect the Property on reasonable notice to the Borrower. The Borrower shall make repairs as may reasonably be required by the Lender.
- (h) The Borrower shall not do any of the following to the Property without the prior written consent of the Lender:
 - (1) Remove, demolish, or materially alter any buildings or other improvements.
 - (2) Remove any fixtures.
 - (3) Give a security interest in any fixtures
 - (4) Assign any rights to the property, building or fixtures

If any fixture is destroyed or removed, the Borrower shall replace it with another of at least equal quality and condition.

- (i) Eminent domain is the right of a government to lawfully condemn and take private property for a public purpose. Fair value must be paid for the taking. The taking may occur either by court order or by deed to the condemning party. If all or any part of the Property is taken by eminent domain within the five (5) years of the Mortgage, the pro-rated principal shall be paid to the Lender.
- (j) In this Mortgage, a lien is a legal claim of another against property for (a) the payment of a debt or (b) the performance of an obligation. This Mortgage is a lien of the Lender against the Property for the payment of the Note. A superior lien would be entitled to be paid before this Mortgage on a court ordered sale of

the Property. The Borrower shall not allow any superior liens against the Property unless subordination of this lien is approved in writing by the Lender.

- (k) The Borrower shall pay all payments due on all liens on the property and not violate any term of any other Mortgage.
- (l) The Borrower shall obey all laws, rules and ordinances which apply to the Property. The Borrower shall not use or allow the Property to be used for any illegal purpose.

6. LENDER'S RIGHT OF ACCELERATION: The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

- (a) The failure of the Borrower to keep any other promise in the Mortgage within 30 days after written notice from the Lender.
- (b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.
- (c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.
- (d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

The Lender's failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

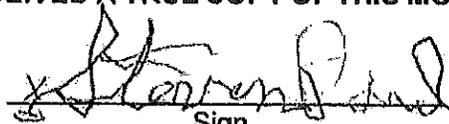
7. LENDERS RIGHTS ON ACCELERATION: If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

- (a) To enter and take possession of the Property in a lawful way and manage the Property.
- (b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.
- (c) To start a court action known as foreclosure to take away all of the Borrower's rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.
- (d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The Lender may then sue the Borrower under the Note for the

difference. The Lender reserved any rights given by law to sue under the Note before beginning a foreclosure action under this Mortgage.

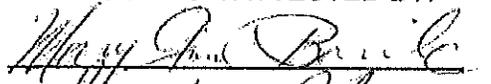
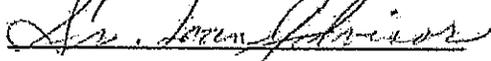
- 8. **NOTICES:** All notices under this Mortgage must be in writing. They may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Mortgage. Either party may notify the other of a change of address.
- 9. **MORTGAGE BINDING ON SUCCESSORS:** This Mortgage is binding on all Borrowers, his or her heirs, personal representatives, and/or all those who lawfully succeed to their rights or take their places.
- 10. **LAW:** This contract is made under and shall be governed by the laws of the State of New Jersey.
- 11. **SIGNATURES:** The Borrower agrees to this Mortgage by signing below. If the Borrower is a corporation, this Mortgage is signed by its proper corporate officers and its corporate seal is affixed.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHANGE OR CHARGE.

 DATE: 7/18/2011
Sign

Sign DATE: _____

WITNESSED OR ATTESTED BY:

CERTIFICATE OF ACKNOWLEDGMENT BY INDIVIDUAL

State of New Jersey

County of Hudson

I am a Notary Public of NJ an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me on this 22 day of November, 2011.

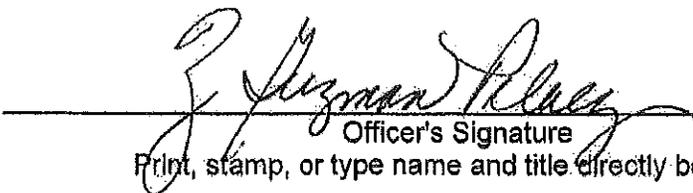
Steven Paul appeared before me in person (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer and made this acknowledgment). I am satisfied that this person is the person named in and who signed this Document. This person acknowledged signing, sealing and delivering this Document as this person's act and deed for the uses and purposes expressed in this Document.

**TO THE REGISTER OR CLERK,
County of Hudson:**

**Lender:
City of Jersey City**

Record and return to:

**City of Jersey City
Division of Community Dev.
30 Montgomery St., Rm 404
J.C. N.J 07302**



Officer's Signature
Print, stamp, or type name and title directly beneath.

FILED
20120124060018870
01/24/2012 02:17:02 PM
MORTGAGESMUN
NUMBER OF PAGES : 6
TCALLENDER

**Z. GUZMAN PELAEZ
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 02, 2015**

This Mortgage was prepared by:

Mary Ann Barile
Print or Type Name

Mary Ann Barile
Signature

CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT

MORTGAGE NOTE

This Mortgage Note is made on November 22, 2011

BORROWER

Resident Steven Paul
Address 201 Olean Ave
City, State & Zip Jersey City, NJ 07306

(from now on called the "Borrower")

is borrowing money from

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage Note (from now on called "the Note"). The Lender or any other holder of this Mortgage may transfer this Note. The word Lender includes (a) the original Lenders and (b) anyone who takes this Note by transfer or assignment.

1. **PROMISE TO PAY:** In return for a loan that which the borrower has received, the Borrower promises to pay to the order of the Lender the sum of (\$12,600.00) (from now on called the "Principal").
2. **INTEREST:** This indebtedness is a deferred payment mortgage. There will be no interest accrued on this mortgage. This mortgage shall be forgiven, without interest or penalties at the end of the fifth year after the signing of this Note provided that the Borrower has complied with all terms and conditions of this Mortgage Note and the Mortgage.
3. **MORTGAGE TO SECURE PAYMENT:** The Lender has been given a Mortgage dated Nov., 22, 2011, by the Borrower, to protect the Lender if the promises made in this Note are not kept. The Borrower agrees to keep all promises made in the Mortgage covering property the

Borrower owns located at 201 Olean Ave. in the City of Jersey City in the County of Hudson and the State of New Jersey (from now on called the "Property"). All terms of the Mortgage are made part of this Note.

4. **TERMS AND CONDITIONS:** The Borrower has received this loan for the purpose of rehabilitating the Property in order to abate certified health and safety code violations. The fifth year term shall begin on the date the Borrower receives proper certification that the property is free of all code violations.

This Mortgage Note shall be due and payable at the time within the ten year term that the Borrower vacates or transfers title to the Property. The Mortgage Note amount will be forgiven at the end of the ten year term.

5. **LENDER'S RIGHT OF ACCELERATION:** The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

- (a) The failure of the Borrower to keep any other promise in the Mortgage within 30 days after written notice from the Lender.
- (b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.
- (c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.
- (d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

The Lender's failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

6. **LENDERS RIGHTS ON ACCELERATION:** If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

- (a) To enter and take possession of the Property in a lawful way and manage the Property.
- (b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.
- (c) To start a court action known as foreclosure to take away all of the Borrower's rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.
- (d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The

Lender may then sue the Borrower under the Note for the difference. The Lender reserved any rights given by law to sue under the Note before beginning a foreclosure action under this Mortgage.

7. **WAIVER OF FORMAL ACTS:** The Lender is not required to do any of the following before enforcing the Lender's rights under this Note:

- (a) to demand payment of amounts due (called "presentment");
- (b) to notify or give notice to the Borrower of nonpayment (called "notice of dishonor"); and
- (c) to obtain an official certified statement showing nonpayment (called a "protest").

8. **RESPONSIBILITY UNDER THE NOTE:** If more than one Borrower signs this note each one is obligated to pay the amount due under the Note. This Note is binding on all Borrowers and all those who lawfully succeed to their obligations under this Note or guarantee their obligations under this note. The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers who sign this Note.

9. **MODIFICATIONS OF THIS NOTE:** This Note can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

10. **NOTICES:** All notices under this Mortgage Note must be in writing. They may be given by (a) Personal delivery or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Mortgage Note. Either party may notify the other of a change of address.

11. **LAW:** This contract is made under and shall be governed by the laws of the State of New Jersey.

12. **SIGNATURES:** The Borrower agrees to the terms of this Note by signing below. If the Borrower is a corporation, its proper corporate seal is affixed.

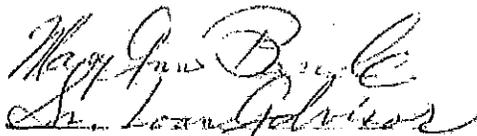
THE OWNER HAS RECEIVED A TRUE COPY OF THIS NOTE WITHOUT CHANGE OR CHARGE.

 
Sign Date

Sign

Date

Witnessed or Attested by:


Loan Advisor

①

<p>Hudson County Recording Data Page Diane Coleman Hudson County Register</p> 	<p><i>Official Use Only - Barcode</i> 20190208010013410 2/8/2019 9:04:00 AM Consideration: \$290,000.00 Exempt Code: Regular County:\$290.00 State:\$725.00 NJAHTF : \$210.00 PHPF: \$145.00 State E.A.A:\$267.00 General:\$5.00 Buyer's Fee: \$,00 Total RTF: \$1,637.00</p>
<p><i>Official Use Only - Realty Transfer Fee</i> Hudson County Register 20190208010013410 Bk: 9379 Pg:200 1/6 02/08/2019 09:04:11 AM DEED Diane Coleman Hudson County, Register of Deeds Receipt No. 1481273</p>	
<p>Date of Document: 2018-01-28</p>	<p>Type of Document: DEED (Select all Deed Doc Types)</p>
<p>First Party Name: Juliet Settiff, individually; Juliet Settiff, Executrix of the Estate of Steven Allen Paul;</p>	<p>Second Party Name: 201 Olean LLC;</p>
<p>Additional Parties:</p>	

<p align="center">THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY</p>	
<p>Block: 14703</p>	<p>Lot: 12</p>
<p>Municipality: Jersey City</p>	
<p>Consideration: 290000.00</p>	
<p>Mailing Address of Grantee: 201 Olean Avenue Jersey City, NJ 07306</p>	
<p align="center">THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY</p>	
<p>Original Book:</p>	<p>Original Page:</p>
<p align="center">HUDSON COUNTY RECORDING DATA PAGE Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.</p>	

DISCLAIMER

A recording officer shall not be liable for differences between the cover sheet or the
electronic synopsis and the document. If discrepancies are found, the entire document will be rejected.

-3-

2

Deed

This Deed is made on 11²⁸ 2018

Between

JULIET SETLIFF, Individually and as Executrix of the Estate of Steven Allen Paul

whose post office address is 201 Olean Avenue, Jersey City, NJ 07306

referred to as the Grantor,

and

201 OLEAN LLC

whose post office address is about to be 201 Olean Avenue, Jersey City, NJ 07306

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This Transfer is made for the sum of Two Hundred Ninety Thousand and 00/100 Dollars (\$290,000.00). The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15:1.1) Municipality of City of Jersey City
Block No. 14703 Lot No. 12 Account No.

No property tax identification number is available on the date of this Deed.
(Check box if applicable)

3. Property. The Property consists of the land and all the buildings and structures on the land in the City of Jersey City, County of Hudson and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof.
(check box if applicable)

LEGAL DESCRIPTION

(For Recorder's Use Only)

Prepared by: Jacob S. Elkes, Esq.

William F. Moran, single by Deed from Edward Moran, Widower, dated June 14, 1960, and recorded in the Hudson County Clerk's office on June 17, 1960 in Deed Book 2830 Page 584. The said William F. Moran died testate on 10/27/1997, a resident of Hudson County, New Jersey. The Last Will and Testament of decedent was dated on June 30, 1980 probated December 3, 1997 recorded in Docket/File No. 273845 at the Hudson County, New Jersey Surrogates Office. Joseph Nestor was appointed Executor/Executrix of said Estate. Decedent devised the residual estate to Steven Allen Paul. Letters of Testamentary were issued to Joseph Nestor on December 3, 1997.

Edward Moran and Catherine Moran, His Wife by deed from Edward Moran, Executor of the Last Will and Testament of Thomas F. Moran, dated September 6, 1935 and recorded in the Hudson County Clerk's Office on September 7, 1935 in Deed Book 1863, Page 233. The said Catherine Moran purportedly predeceased Edward Moran, leaving him surviving tenant by the entirety.

Edward Moran and Catherine Moran, His Wife, by deed from Michael J. Moran, Unmarried, dated July 22, 1935 and recorded in the Hudson County Clerk's office on July 24, 1935 in Deed Book 1860, Page 478.

Thomas Moran died January 14, 1935, leaving a Last will and Testament dated July 8, 1931, wherein Edward Moran was appointed Executor of said Estate and residue and remainder of the estate to Michael Moran and Edward Moran.

Edward Moran and Thomas F. Moran by deed from Della Croughwell, Widow, dated December 3, 1924 and recorded in the Hudson County Clerk's Office on December 5, 1924 in Deed book 1541, Page 549.

The said Steven Allen Paul died testate on November 29, 2017, a resident of Hudson County, New Jersey.

The Last Will and Testament of decedent was dated April 29, 2017, probated January 29, 2018 recorded in Docket/file No. 315563 at the Hudson county, New Jersey Surrogates Office.

Decedent devised the subject premises to Juliet Setliff.

Juliet Setliff was appointed Executrix of said Estate.

Decedent devised the residual estate to Juliet Setliff.

Letters of Testamentary were issued to Juliet Setliff on January 24, 2018.

The street address of the Property is: 201 Olean Avenue, Jersey City, NJ 07306.

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed. (Print name below each signature).

JULIET SETLIFF

By: *Juliet Setliff* (SEAL)
Juliet Setliff, Individually and as
Executrix of the Estate of Steven Allen Paul

STATE OF NEW JERSEY, COUNTY OF Hudson

I CERTIFY that on 12/14/2018, Juliet Setliff personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument Individually and Executrix of the Estate of Steven Allen Paul, as those named in this instrument;
- (c) made this Deed for \$ 290,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

FILED
20190208010013410
02/08/2019 09:04:11 AM
NUMBER OF PAGES: 6
SCHANDERS

Manuel Droye
MANUEL DROYE
NOTARY PUBLIC OF NEW JERSEY
ID # 2164125
My Commission Expires: 11/21/2020

RECORD AND RETURN TO:
Shmuel Censor, Esq.
Censor Law LLC
483 Oak Glen Rd.
Howell, NJ 07731

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

City Clerk File No. Res. 19-264

Agenda No. 10-I

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 20 RANDOLPH AVENUE A/K/A BLOCK 23703, LOT 00006, F/K/A BLOCK 1485, LOT 24

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on October 27, 2006, Joyce White (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$12,800.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS, on November 30, 2006, the City's Mortgage was recorded in Book 15161, Page 00237 of the Register of Deeds for Hudson County; and

WHEREAS, the City's mortgage self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 20 Randolph Avenue, Jersey City, a/k/a Block 23703, Lot 00006, f/k/a Block 1485, Lot 24; and

WHEREAS, five (5) years have passed since the loan was made; and

WHEREAS, the Jersey City Division of Community Development has reviewed this matter and has concluded that the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$12,800.00 affecting 20 Randolph Avenue, Jersey City, a/k/a Block 23703, Lot 00006, f/k/a Block 1485, Lot 24.

HB/mma
2/27/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
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 Business Administrator to execute a Discharge of Mortgage affecting real property located at: 20 Randolph Avenue, Jersey City, NJ 07305

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

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

Resolution Purpose

Discharge of HORP Mortgage affecting real property located at:

Property Address: 20 Randolph Avenue, Jersey City, NJ 07305

Old Block: 1485 Lot: 24, New Block: 23703 Lot: 00006

HORP/SHRP Mortgage Amount: \$12,800.00

Execution Date of HORP Mortgage: October 27, 2006

Recording Date of HORP Mortgage: November 30, 2006 Book: 15161 Page: 00237

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: October 27, 2011
Maturity Date

Satisfaction of HORP/SHRP Mortgage: _____
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

Signature of Division Director

Signature of Department Director

3/6/19

Date

2/6/19

Date

HEDC CHECKLIST FOR MORTGAGE DISCHARGE

A. Documents to Submit to Law Department

- Recorded Mortgage
- Recorded Note
- Recorded Deed Restriction
- Affordability Agreement (if applicable)
- Title Report (with Schedule A&B showing listing of liens)

B. Memorandum

- Memorandum from HEDC to the Law Department explaining reason for discharge request. Memo should include the following information:
 - Identify property owner, address, and current/former block and lot numbers
 - Identify affordability program (HOME, CDBG, etc.)
 - State the affordability period
 - Reason for mortgage request (loan paid off or fully amortized)-cite to the appropriate provision in mortgage
 - If loan paid off, include copy of payoff information (check, date of payoff, amount paid off)

Memorandum

To: Director Annisia Cialone
From: Carmen Gandulla, Director –Division of Community Development
Date: February 26, 2019
Re: **Signature Required on Documents for Recordation**

Dear Director Cialone,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HARP/SHRP grant recipients:

Joyce White
20 Randolph Avenue
Jersey City, NJ 07305

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,

Carmen Gandulla
Director

Cc: Hannah Bartges

Memorandum

To: Hannah Bartges, Assistant Corporation Counsel
From: Carmen Gandulla, Director --Division of Community Development
Date: February 26, 2019
Re: Signature Required on Documents for Recordation

Joyce White
20 Randolph Avenue
Jersey City, NJ 07305

X The 5 year term for HORM/SHRP mortgage placed against the above property has reached maturity as of 10/27/2011. A copy of the recorded HORM Mortgage is enclosed. Please prepare a Discharge of Mortgage.

 The HORM/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORM Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

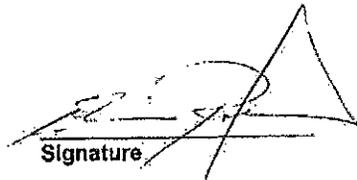
cc: Annisia Cialone, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

11/30/2006 09:36A
JOHN R HAMPTON
HUDSON COUNTY
ACTING REGISTER OF DEEDS
Receipt No. 358261

This Mortgage was prepared by:

Elva P. Rollins
Print or Type Name


Signature

CHARGE

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE

000064624
RECEIVED
AND
RECORDED
IN
MAY 11 2007

This Mortgage is made and dated October 27, 2006 between

BORROWER

Resident Joyca White
Address 20 Randolph Avenue
City, State & Zip Jersey City, NJ 0730

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. **NOTE:** The Borrower is borrowing the sum of (\$12,800.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 10/27/06 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

BK:15161 PG:00237

REPAYMENT SCHEDULE

Up to year One 100%	Up to year Three 60%	Up to year Five 20%
Up to year Two 80%	Up to year Four 40%	After year Five 0%.

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):
- (a) Street address 20 Randolph Avenue
Municipal tax map designation: Block 1485 Lot 24
 - (b) All buildings and other improvements that now are or will be on the land.
All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
 - (c) All other rights which the Borrower now has or will acquire with regard to the land.
3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by _____ and dated _____ 1. The First Mortgage was recorded in _____ County in Book _____ at Page _____ on _____.
4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.
5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:
- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
 - (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
 - (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
 - (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
 - (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require. If the Property is in a Federal

or State flood hazard zone, the Borrower shall maintain flood insurance. The insurance company, agent or broker, amounts of coverage, and forms of all policies must be acceptable to the Lender. The Lender may require that the amount of coverage be the greater of (1) the principal of the Note or (2) the current replacement value of the buildings and other improvements to the extent available. The coverage must be furnished by one insurance company. There can be no coinsurance or sharing of the risk by more than one company. The Borrower shall pay all premiums when due. The Borrower shall deliver the original policies and all renewals to the Lender if so required.

All policies shall state that the insurance company cannot cancel or refuse to renew without at least 10 days notice to this Lender. They shall include a "standard mortgage clause" naming this Lender as loss payee. All insurance proceeds shall be paid to the Lender. A certificate of insurance naming the "City of Jersey City, Department of Housing, Economic Development and Commerce" as loss payee must be forwarded to this Lender. In case of loss or damage the Borrower shall promptly notify the insurance company and the Lender. The Borrower shall promptly (1) file a proof of loss with the insurance company and (2) settle the claim. If not, the Lender may do so. The Lender may use the insurance proceeds received to (1) repair and restore the Property or (2) reduce the principal. The Lender shall use any money left after the repair and restoration to reduce the principal. This shall not change the amounts or due dates of the monthly payments under the Note.

(g) The Borrower shall keep the Property in good repair. The Borrower shall not damage, destroy, or abandon the Property. The Lender may inspect the Property on reasonable notice to the Borrower. The Borrower shall make repairs as may reasonably be required by the Lender.

(h) The Borrower shall not do any of the following to the Property without the prior written consent of the Lender:

- (1) Remove, demolish, or materially alter any buildings or other improvements.
- (2) Remove any fixtures.
- (3) Give a security interest in any fixtures
- (4) Assign any rights to the property, building or fixtures

If any fixture is destroyed or removed, the Borrower shall replace it with another of at least equal quality and condition.

(i) Eminent domain is the right of a government to lawfully condemn and take private property for a public purpose. Fair value must be paid for the taking. The taking may occur either by court order or by deed to the condemning party. If all or any part of the Property is taken by eminent domain within the five (5) years of the Mortgage, the pro-rated principal shall be paid to the Lender.

(j) In this Mortgage, a lien is a legal claim of another against property for (a) the payment of a debt or (b) the performance of an obligation. This Mortgage is a lien of the Lender against the Property for the payment of the Note. A superior lien would be entitled to be paid before this Mortgage on a court ordered sale of

BK: 15161 PG: 00239

the Property. The Borrower shall not allow any superior liens against the Property unless subordination of this lien is approved in writing by the Lender.

- (k) The Borrower shall pay all payments due on all liens on the property and not violate any term of any other Mortgage.
- (l) The Borrower shall obey all laws, rules and ordinances which apply to the Property. The Borrower shall not use or allow the Property to be used for any illegal purpose.

6. **LENDER'S RIGHT OF ACCELERATION:** The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

- (a) The failure of the Borrower to keep any other promise in the Mortgage within 30 days after written notice from the Lender.
- (b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.
- (c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.
- (d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

The Lender's failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

7. **LENDERS RIGHTS ON ACCELERATION:** If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

- (a) To enter and take possession of the Property in a lawful way and manage the Property.
- (b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.
- (c) To start a court action known as foreclosure to take away all of the Borrower's rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.
- (d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The Lender may then sue the Borrower under the Note for the

BK:15161 PG:00240

difference. The Lender reserved any rights given by law to sue under the Note before beginning a foreclosure action under this Mortgage.

8. **NOTICES:** All notices under this Mortgage must be in writing. They may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Mortgage. Either party may notify the other of a change of address.
9. **MORTGAGE BINDING ON SUCCESSORS:** This Mortgage is binding on all Borrowers, his or her heirs, personal representatives, and/or all those who lawfully succeed to their rights or take their places.
10. **LAW:** This contract is made under and shall be governed by the laws of the State of New Jersey.
11. **SIGNATURES:** The Borrower agrees to this Mortgage by signing below. If the Borrower is a corporation, this Mortgage is signed by its proper corporate officers and its corporate seal is affixed.

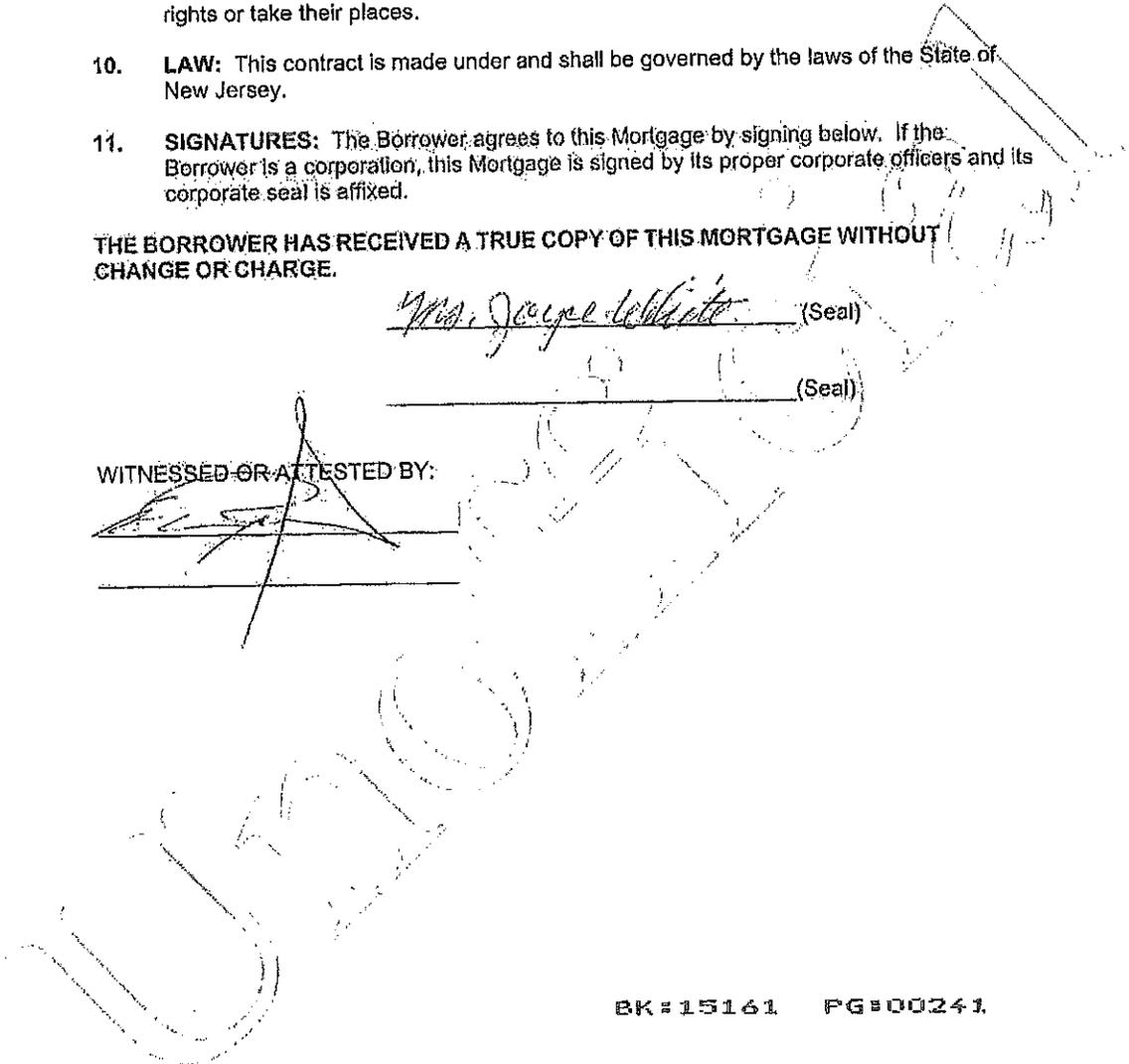
THE BORROWER HAS RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHANGE OR CHARGE.

Mr. George Deblate (Seal)

_____ (Seal)

WITNESSED OR ATTESTED BY:

[Signature]



BK:15161 PG:00241

CERTIFICATE OF ACKNOWLEDGMENT BY INDIVIDUAL

State of New Jersey

County of Hudson

I am a Notary Public of NJ an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me on this 27th day of October, 2006. Joyce White appeared before me in person (If more than one person appears, the words "this person" shall include all persons named who appeared before the officer and made this acknowledgment). I am satisfied that this person is the person named in and who signed this Document. This person acknowledged signing, sealing and delivering this Document as this person's act and deed for the uses and purposes expressed in this Document.

TO THE REGISTER OR CLERK, County of Hudson:	Record and return to:
Lender: City of Jersey City	City of Jersey City Division of Community Dev. 30 Montgomery St., Rm 404 J.C. N.J. 07302

J. Guyman Pelley

Officer's Signature.
Print, stamp, or type name and title directly beneath.

Notary Public
NOTARY PUBLIC IN THE STATE OF NEW JERSEY
My Commission Expires April 02, 2010

BK: 15161 PG: 00242

Prepared by:

TIMOTHY J. PROVOST
ATTORNEY AT LAW DEED
State of New Jersey

000015978
RECEIVED
AND
RECORDED
DEE

12/12/2007 02:50P
WILLIE L. FLOOD
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 421148

This DEED made on 11/19, 2007

BETWEEN: Freddie White deceased and Joyce White

Whose address is: 20 Randolph Ave, Jersey City, NJ

Referred to as (GRANTORS)

AND: Joyce White, widow

Whose address is: 20 Randolph Ave, Jersey City, NJ

Referred to as (GRANTEE)

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

The words (Grantor) and (Grantee) shall mean all grantors and grantees listed above.

TRANSFER OF OWNERSHIP. The grantor grants and conveys (transfers ownership of) the property described below to the grantee. This transfer is made for the sum of ONE DOLLAR AND 00/100 (1.00) Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-21.1) City of Jersey City, Block No 1485, Lot No 24

PROPERTY. The property consists of the land and all the buildings and structures on the land in the City of Jersey City in the Count of Hudson and State of New Jersey. The legal description is:

See Legal Description attached hereto and made a part hereof.

Being the same premises conveyed to Freddie White and Joyce White, his wife by deed from Joseph A. Del Forno and Angelina Del Forno, his wife, dated May 19, 1966, recorded May 20, 1965 in Deed Book 2996, page 560

Freddie White died January 15, 2000 leaving Joyce White as surviving tenant in its entirety.

Consideration : \$1.00		Exempt Code: S	
County	State	N.P.N.R.F	Total
0.50	1.25	0.00	2.00
General	Public	Extra	1% Tax
0.00	0.25	0.00	0.00
10119		Date: 12/12/2007	

del 11/19/07

BK=08397 PG=00032

New Jersey Title Insurance Company

SCHEDULE A
(Continued)

File No. FTS-003690

LEGAL DESCRIPTION

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

ALL that certain lot, parcel or tract of land, situate and lying in the City of Jersey City, County of Hudson, State of New Jersey, and being more particularly described as follows:

BEGINNING at a point on the Southeastery side of Randolph Avenue distant along the same 154.70 feet from the corner formed by the intersection of said Southeastery line of Randolph Avenue with the Southerly line of Myrtle Avenue and from said point of Beginning running, thence;

- (1) Southeastery and along the Southwesterly line of Lot 25 in City Block 1485 as laid down on a certain map entitled "Map of Property Situate in Jersey City Belonging to George F. Gentz" surveyed June 1901 by R.H. Daly, City Surveyor, and filed in the Office of the County of Hudson as Map No. 1281, 101.88 feet to a point, thence;
- (2) Southwesterly and at right angles to the first course run 25.03 feet to a point and which point is also the most Northwesterly point or corner of Lot 32 as laid down on said map, thence;
- (3) Northwesterly and parallel with the course first run 104.23 feet to the said southeastery line of Randolph Avenue, thence;
- (4) Northeastery and along said Southeastery line of Randolph Avenue 25.15 feet to the point or place of BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 24 in Block 1485 on the City of Jersey City Tax Map.

ALTA Commitment
Schedule A (Continued)

BK:08397 PG:00033



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.55, P.L. 2004)

GIT/REP-3
 (2-07)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s) Joyce White
 Current Resident Address: 20 Randolph Avenue
 Street:
 City, Town, Post Office Jersey City State NJ Zip Code 07304

PROPERTY INFORMATION (Brief Property Description)

Block(s) 1485 Lot(s) 24 Qualifier
 Street Address: 20 Randolph Avenue
 City, Town, Post Office Jersey City State NJ Zip Code 07304
 Seller's Percentage of Ownership 100% Consideration \$1,000 Closing Date 11/19/07

SELLER ASSURANCES (Check the Appropriate Box (Boxes 2 through 8 apply to NON residents))

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C.s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income tax return for the year of the sale.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

11/19/07 Date Y Mrs Joyce White Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

 Date _____
 Signature _____
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

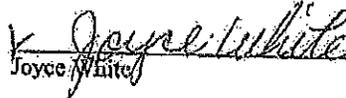
PROMISES BY GRANTOR. The grantor promises that the grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A.46:4-6). This promise means that the grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the grantor).

SIGNATURES. The Grantor signs this Deed as of the date at the top of this first page.

Witnessed By:



TIMOTHY J. PROVOST
ATTORNEY AT LAW
State of New Jersey


Joyce White

STATE OF: New Jersey
COUNTY OF: Monmouth

I certify that on 11/19/07

Joyce White

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the make of this attached deed;
- (b) executed this deed as his or her own act; and
- (c) made this deed for \$1.00 as full and actual consideration paid for the transfer of title. (Such consideration is defined in N. J.S.A. 46:15-5).

RECORD & RETURN

Provost & Coltrick, PA
Poet's Square
50 Thoreau Drive
Freehold, NJ 07728

TIMOTHY J. PROVOST
ATTORNEY AT LAW
State of New Jersey

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

City Clerk File No. Res. 19-265

Agenda No. 10. J
MAR 27 2019

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 20 RANDOLPH AVENUE A/K/A BLOCK 23703, LOT 00006, F/K/A BLOCK 1485, LOT 24

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on December 16, 2010, Joyce White (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$8,112.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS, on January 24, 2011, the City's Mortgage was recorded in Book 17645, Page 785 of the Register of Deeds for Hudson County; and

WHEREAS, the City's mortgage self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 20 Randolph Avenue, Jersey City, a/k/a Block 23703, Lot 00006, f/k/a Block 1485, Lot 24; and

WHEREAS, five (5) years have passed since the loan was made; and

WHEREAS, the Jersey City Division of Community Development has reviewed this matter and has concluded that the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$8,112.00 affecting 20 Randolph Avenue, Jersey City, a/k/a Block 23703, Lot 00006, f/k/a Block 1485, Lot 24.

HB/mma
2/27/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												3.27.19			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.				
RIDLEY	✓			YUN	✓			RIVERA	ABSENT						
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓						
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
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 Business Administrator to execute a Discharge of Mortgage affecting real property located at: 20 Randolph Avenue, Jersey City, NJ 07305

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

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

Resolution Purpose

Discharge of HORP Mortgage affecting real property located at:

Property Address: 20 Randolph Avenue, Jersey City, NJ 07305

Old Block: 1485 Lot: 24, New Block: 23703 Lot: 00006

HORP/SHRP Mortgage Amount: \$8,112.00

Execution Date of HORP Mortgage: December 16, 2010

Recording Date of HORP Mortgage: January 24, 2011 Book: 17645 Page: 785

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: December 16, 2015
Maturity Date

Satisfaction of HORP/SHRP Mortgage: _____
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

Signature of Division Director

Date

Signature of Department Director

Date

HEDC CHECKLIST FOR MORTGAGE DISCHARGE

A. Documents to Submit to Law Department

- Recorded Mortgage
- Recorded Note
- Recorded Deed Restriction
- Affordability Agreement (if applicable) *N/A*
- Title Report (with Schedule A&B showing listing of liens) *N/A*

B. Memorandum

- Memorandum from HEDC to the Law Department explaining reason for discharge request. Memo should include the following information:
 - Identify property owner, address, and current/former block and lot numbers
 - Identify affordability program (HOME, CDBG, etc.)
 - State the affordability period
 - Reason for mortgage request (loan paid off or fully amortized)-cite to the appropriate provision in mortgage
 - If loan paid off, include copy of payoff information (check, date of payoff, amount paid off)

Memorandum

To: Director Annisia Cialone
From: Carmen Gandulla, Director –Division of Community Development
Date: February 25, 2019
Re: **Signature Required on Documents for Recordation**

Dear Director Cialone,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Joyce White
20 Randolph Avenue
Jersey City, NJ 07305

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,

Carmen Gandulla
Director

Cc: Hannah Bartges

Memorandum

To: Hannah Bartges, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: February 25, 2019
Re: Signature Required on Documents for Recordation

Joyce White
20 Randolph Avenue
Jersey City, NJ 07305

X The 5 year term for HORM/SHRP mortgage placed against the above property has reached maturity as of 12/16/2015. A copy of the recorded HORM Mortgage is enclosed. Please prepare a Discharge of Mortgage.

 The HORM/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of _____ received on _____. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORM Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

cc: Annisia Cialone, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

CHARGE

This Mortgage was prepared by:

Mary Ann Barile
Print or Type Name


Signature

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE



20110124060010160 1/6
01/24/2011 09:47:20 AM MORTGAGESMUN
Bk: 17645 Pg: 785
Willie L. Flood
Hudson County, Register of Deeds
Receipt No. 505745

This Mortgage is made and dated December 16, 2010 between

BORROWER

Resident Joyce White
Address 20 Randolph Avenue
City, State & Zip Jersey City, NJ 07305

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

- 1. NOTE:** The Borrower is borrowing the sum of **(\$8,112.00)** (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 12/16/10 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

CHARGE

This Mortgage was prepared by:

Mary Ann Barile
Print or Type Name


Signature

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE



20110124060010160 1/6
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REPAYMENT SCHEDULE

Up to year One 100%
Up to year Two 80%

Up to year Three 60%
Up to year Four 40%

Up to year Five 20%
After year Five 0%.

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property"):
- (a) Street address 20 Randolph Ave
Municipal tax map designation: Block 1485 Lot 24
 - (b) All buildings and other improvements that now are or will be on the land. All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
 - (c) All other rights which the Borrower now has or will acquire with regard to the land.
3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by Bank of America and dated _____ 1, The First Mortgage was recorded in _____ County in Book _____ at Page _____ on _____.
4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.
5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:
- (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
 - (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
 - (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
 - (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
 - (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require. If the Property is in a Federal

or State flood hazard zone, the Borrower shall maintain flood insurance. The insurance company, agent or broker, amounts of coverage, and forms of all policies must be acceptable to the Lender. The Lender may require that the amount of coverage be the greater of (1) the principal of the Note or (2) the current replacement value of the buildings and other improvements to the extent available. The coverage must be furnished by one insurance company. There can be no coinsurance or sharing of the risk by more than one company. The Borrower shall pay all premiums when due. The Borrower shall deliver the original policies and all renewals to the Lender if so required.

All policies shall state that the insurance company cannot cancel or refuse to renew without at least 10 days notice to this Lender. They shall include a "standard mortgage clause" naming this Lender as loss payee. All insurance proceeds shall be paid to the Lender. A certificate of insurance naming the "City of Jersey City, Department of Housing, Economic Development and Commerce" as loss payee must be forwarded to this Lender. In case of loss or damage the Borrower shall promptly notify the insurance company and the Lender. The Borrower shall promptly (1) file a proof of loss with the insurance company and (2) settle the claim. If not, the Lender may do so. The Lender may use the insurance proceeds received to (1) repair and restore the Property or (2) reduce the principal. The Lender shall use any money left after the repair and restoration to reduce the principal. This shall not change the amounts or due dates of the monthly payments under the Note.

- (g) The Borrower shall keep the Property in good repair. The Borrower shall not damage, destroy, or abandon the Property. The Lender may inspect the Property on reasonable notice to the Borrower. The Borrower shall make repairs as may reasonably be required by the Lender.
- (h) The Borrower shall not do any of the following to the Property without the prior written consent of the Lender:
 - (1) Remove, demolish, or materially alter any buildings or other improvements.
 - (2) Remove any fixtures.
 - (3) Give a security interest in any fixtures
 - (4) Assign any rights to the property, building or fixtures

If any fixture is destroyed or removed, the Borrower shall replace it with another of at least equal quality and condition.

- (i) Eminent domain is the right of a government to lawfully condemn and take private property for a public purpose. Fair value must be paid for the taking. The taking may occur either by court order or by deed to the condemning party. If all or any part of the Property is taken by eminent domain within the five (5) years of the Mortgage, the pro-rated principal shall be paid to the Lender.
- (j) In this Mortgage, a lien is a legal claim of another against property for (a) the payment of a debt or (b) the performance of an obligation. This Mortgage is a lien of the Lender against the Property for the payment of the Note. A superior lien would be entitled to be paid before this Mortgage on a court ordered sale of

the Property. The Borrower shall not allow any superior liens against the Property unless subordination of this lien is approved in writing by the Lender.

- (k) The Borrower shall pay all payments due on all liens on the property and not violate any term of any other Mortgage.
- (l) The Borrower shall obey all laws, rules and ordinances which apply to the Property. The Borrower shall not use or allow the Property to be used for any illegal purpose.

6. LENDER'S RIGHT OF ACCELERATION: The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

- (a) The failure of the Borrower to keep any other promise in the Mortgage within 30 days after written notice from the Lender.
- (b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.
- (c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.
- (d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

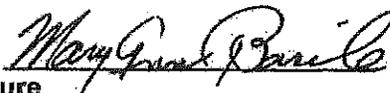
The Lender's failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

7. LENDERS RIGHTS ON ACCELERATION: If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

- (a) To enter and take possession of the Property in a lawful way and manage the Property.
- (b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.
- (c) To start a court action known as foreclosure to take away all of the Borrower's rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.
- (d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The Lender may then sue the Borrower under the Note for the

This Mortgage was prepared by:

Mary Ann Barile
Print or Type Name


Signature

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE NOTE

This Mortgage Note is made on December 16, 2010

BORROWER

Resident Joyce White
Address 20 Randolph Ave
City, State & Zip Jersey City, NJ 07305

(from now on called the "Borrower")

is borrowing money from

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage Note (from now on called "the Note"). The Lender or any other holder of this Mortgage may transfer this Note. The word Lender includes (a) the original Lenders and (b) anyone who takes this Note by transfer or assignment.

- 1. PROMISE TO PAY:** In return for a loan that which the borrower has received, the Borrower promises to pay to the order of the Lender the sum of (\$8,112.00) (from now on called the "Principal").
- 2. INTEREST:** This indebtedness is a deferred payment mortgage. There will be noninterest accrued on this mortgage. This mortgage shall be forgiven, without interest or penalties at the end of the fifth year after the signing of this Note provided that the Borrower has complied with all terms and conditions of this Mortgage Note and the Mortgage.
- 3. MORTGAGE TO SECURE PAYMENT:** The Lender has been given a Mortgage dated Dec. 16, 2010, by the Borrower, to protect the Lender if the promises made in this Note are not kept. The Borrower agrees to keep all promises made in the Mortgage covering property the

Borrower owns located at, 20 Randolph Ave. in the City of Jersey City in the County of Hudson and the State of New Jersey (from now on called the "Property"). All terms of the Mortgage are made part of this Note.

4. **TERMS AND CONDITIONS:** The Borrower has received this loan for the purpose of rehabilitating the Property in order to abate certified health and safety code violations. The fifth year term shall begin on the date the Borrower receives proper certification that the property is free of all code violations.

This Mortgage Note shall be due and payable at the time within the ten year term that the Borrower vacates or transfers title to the Property. The Mortgage Note amount will be forgiven at the end of the ten year term.

5. **LENDER'S RIGHT OF ACCELERATION:** The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

- (a) The failure of the Borrower to keep any other promise in the Mortgage within 30 days after written notice from the Lender.
- (b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.
- (c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.
- (d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

The Lender's failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

6. **LENDERS RIGHTS ON ACCELERATION:** If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

- (a) To enter and take possession of the Property in a lawful way and manage the Property.
- (b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.
- (c) To start a court action known as foreclosure to take away all of the Borrower's rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.
- (d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The

TTIN:-19219

Prepared by:

TIMOTHY J. PROVOST
ATTORNEY AT LAW DEED
State of New Jersey

000015978
RECEIVED
AND
RECORDED
DEE

12/12/2007 02:50P
WILLIE L. FLOOD
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 421148

This DEED made on 11/19, 2007

BETWEEN: Freddie White deceased and Joyce White

Whose address is: 20 Randolph Ave, Jersey City, NJ

Referred to as (GRANTORS)

AND: Joyce White, widow

Whose address is: 20 Randolph Ave, Jersey City, NJ

Referred to as (GRANTEE)

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE
2

The words (Grantor) and (Grantee) shall mean all grantors and grantees listed above.

TRANSFER OF OWNERSHIP. The grantor grants and conveys (transfers ownership of) the property described below to the grantee. This transfer is made for the sum of ONE DOLLAR AND 00/100 (1.00) Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-21.1) City of Jersey City, Block No 1485, Lot No 24

PROPERTY. The property consists of the land and all the buildings and structures on the land in the City of Jersey City in the Count of Hudson and State of New Jersey. The legal description is:

See Legal Description attached hereto and made a part hereof.

Being the same premises conveyed to Freddie White and Joyce White, his wife by deed from Joseph A. Del Forno and Angelina Del Forno, his wife, dated May 19, 1966, recorded May 20, 1965 in Deed Book 2996, page 560

Freddie White died January 15, 2000 leaving Joyce White as surviving tenant in its entirety.

Consideration : \$1.00		Exempt Code: S	
County	State	N.P.N.R.P	Total
0.50	1.25	0.00	2.00
General	Public	Extra	1% Tax
0.00	0.25	0.00	0.00
1011v		Date: 12/12/2007	

4497 2007

BK:08397 PG:00032

New Jersey Title Insurance Company

SCHEDULE A (Continued)

File No. FTS-003630

LEGAL DESCRIPTION

A COPY OF THIS DEED
HAS BEEN SENT TO ASSESSOR'S OFFICE

ALL that certain lot, parcel or tract of land, situate and lying in the City of Jersey City, County of Hudson, State of New Jersey, and being more particularly described as follows:

BEGINNING at a point on the Southeastery side of Randolph Avenue distant along the same 154.70 feet from the corner formed by the intersection of said Southeastery line of Randolph Avenue with the Southerly line of Myrtle Avenue and from said point of beginning running, thence;

- (1) Southeastery and along the Southwesterly line of Lot 25 in City Block 1485 as laid down on a certain map entitled "Map of Property Situate in Jersey City Belonging to George F. Gantz" surveyed June 1901 by R.H. Daly, City Surveyor, and filed in the Office of the County of Hudson as Map No. 1281, 101.88 feet to a point, thence;
- (2) Southwesterly and at right angles to the first course run 25.03 feet to a point and which point is also the most Northwesterly point or corner of Lot 32 as laid down on said map, thence;
- (3) Northwesterly and parallel with the course first run 104.23 feet to the said southeasterly line of Randolph Avenue, thence;
- (4) Northeastery and along said Southeastery line of Randolph Avenue 25.15 feet to the point or place of BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 24 in Block 1485 on the City of Jersey City Tax Map.

ALTA Commitment
Schedule A (Continued)

BK#08397 PG#00033



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.55, P.L. 2004)

GIT/REP-3
 (2-07)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s) Joyce White
 Current Resident Address: 20 Randolph Avenue
 Street:
 City, Town, Post Office Jersey City State NJ Zip Code 07304

PROPERTY INFORMATION (Brief Property Description)

Block(s) 1485 Lot(s) 24 Qualifier
 Street Address: 20 Randolph Avenue
 City, Town, Post Office Jersey City State NJ Zip Code 07304
 Seller's Percentage of Ownership 100% Consideration \$1,000 Closing Date 11/19/07

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON residents)

1. I am a resident taxpayer (Individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C.s, 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION), if such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

11/19/07 Date Y Mrs. Joyce White Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

____ Date _____ Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

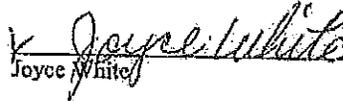
PROMISES BY GRANTOR. The grantor promises that the grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A.46:4-6). This promise means that the grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the grantor).

SIGNATURES. The Grantor signs this Deed as of the date at the top of this first page.

Witnessed By:



TIMOTHY J. PROVOST
ATTORNEY AT LAW
State of New Jersey


Joyce White

STATE OF: New Jersey
COUNTY OF: Monmouth

I certify that on 11/19/07

Joyce White

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the make of this attached deed;
- (b) executed this deed as his or her own act; and
- (c) made this deed for \$1.00 as full and actual consideration paid for the transfer of title. (Such consideration is defined in N. J.S. (46:15-5).

RECORD & RETURN

Provost & Colrick, PA
Poet's Square
50 Thoreau Drive
Freehold, NJ 07728

TIMOTHY J. PROVOST
ATTORNEY AT LAW
State of New Jersey

BK=08397 PG=00035

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

City Clerk File No. Res. 19-266
 Agenda No. 10. K
 Approved: MAR 27 2019
 TITLE: _____



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 14 SEIDLER AVENUE, A/K/A BLOCK 18503, LOT 30 F/K/A BLOCK 1953, LOT 36.A.

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on January 27, 2006, Freddy Cruz and Miriam Sotomayor ("Borrowers") executed a Second Repayment Mortgage and Note in favor of the City of Jersey City ("City") to secure the City's loan in the amount of \$24,662.13 made under the Golden Neighborhoods Homeownership Program; and

WHEREAS the Mortgage was recorded in Book 14065 at Page 107 of the Register of Deeds for Hudson County on February 14, 2006; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property, does not sell the property, and that the property remain affordable to low and moderate income households; and

WHEREAS, the mortgage affects property known as 14 Seidler Avenue, Jersey City, a/k/a block 18503, lot 30 f/k/a block 1953, lot 36.a; and

WHEREAS, the Jersey City Division of Community Development has reviewed this matter and is requesting that the mortgage be discharged because ten (10) years have passed since the loan was made and the Borrowers have met all of the mortgage's requirements; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$24,662.13 affecting 14 Seidler Avenue, Jersey City, a/k/a block 18503, lot 30 f/k/a block 1953, lot 36.a.

HB/mma
2/22/19

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 Business Administrator to Execute A Discharge Of Mortgage 14 Seidler Avenue, A.K.A. Block 18503, Lot 30 and F.K.A. Block 1953, Lot 36.A

Initiator

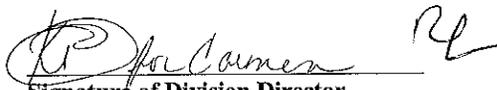
Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@jcnj.org

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

Resolution Purpose

Discharge of City's GNHP mortgage because the restrictions have been satisfied.

I certify that all the facts presented herein are accurate.


Signature of Division Director 3/12/2019
Date


Signature of Department Director 3.12.19
Date

HEDC CHECKLIST FOR MORTGAGE DISCHARGE

A. Documents to Submit to Law Department

- Recorded Mortgage
- Recorded Note
- Recorded Deed Restriction
- Affordability Agreement (if applicable)
- Title Report (with Schedule A&B showing listing of liens)

B. Memorandum

- Memorandum from HEDC to the Law Department explaining reason for discharge request. Memo should include the following information:
 - Identify property owner, address, and current/former block and lot numbers
 - Identify affordability program (HOME, CDBG, etc.)
 - State the affordability period
 - Reason for mortgage request (loan paid off or fully amortized)-cite to the appropriate provision in mortgage
 - If loan paid off, include copy of payoff information (check, date of payoff, amount paid off)

Memorandum

To: Hannah Bartges, Assistant Corporation Counsel
From: Denisse Santiago, GNHP Support (Bilingual)
Date: February 7, 2019
Re: Discharge of Mortgage- 14 Seidler Avenue

Please prepare a Discharge of Mortgage for the above referenced homeowner. Enclosed please find a copy of the Second Repayment Mortgage and Note. The owner has met GNHP Mortgage requirements (10 years)

Original Discharge of Mortgage should be sent:

Andrys S. Gomez, Esq.
P.O. Box 145
Berkeley Heights, NJ 07922

If you have any questions regarding this matter please feel free to contact me at Ext. 4320

Thank you

Cc: Rodney Hairston, Real Estate Officer
Priti Vakaria, DCD

V. ...

CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
GOLDEN NEIGHBORHOODS HOMEOWNERSHIP PROGRAM
SECOND REPAYMENT MORTGAGE

Prepared by: Darice Toon

This Mortgage made on **January 27, 2006** between **Freddy Cruz and Miriam Sotomayor** referred to as ("Borrower") whose address is **14 Seidler Avenue** and the **City of Jersey City** (referred to as the "Municipality" or the "City") whose address is **280 Grove Street, Jersey City, New Jersey 07302**.

WHEREAS, the Borrower and the Municipality have executed a Second Mortgage Repayment Note dated even date herewith (hereinafter referred to as the "Note") in the aggregate principal amount of **Twenty Four Thousand Six Hundred Sixty Two Dollars and Thirteen Cents (\$24,662.13)** lawful money of the **City of Jersey City** for the permanent financing of a **Two Family Dwelling**, located at **14 Seidler Avenue**, on land described on Schedule "A" attached hereto and made a part hereof.

NOW, THEREFORE, the Borrower, subject to the First Mortgage, and the rights of the First Mortgagee thereunder hereby mortgages, pledges, assigns and grants to the Municipality a security interest in the property listed in Schedule "A" including any buildings hereafter erected thereon and any improvements to such buildings.

I. REPAYMENT MORTGAGE NOTE

000036133 02/14/2006 01:40P
RECEIVED BARBARA A. DONNELLY
AND HUDSON COUNTY
RECORDED REGISTER OF DEEDS
MTG Receipt No. 307818

In consideration of value received by the Borrower in connection with the Property (described below) purchased by the Borrower, the Borrower has signed a note dated **January 27, 2006**. The Borrower promises to pay the amounts due under the Note and to abide by all Promises contained in the Note.

II. MORTGAGE AS SECURITY

This Mortgage is given to the Municipality as security for the payment due and the performance of all promises under the Note. The Borrower mortgages the real estate owned by the Borrower described as follows (referred to as the "Property"):

All of the land located in the City of Jersey, City County of Hudson and State of New Jersey, specifically described as:

Lot No.: 36.A

Block No.: 1953

BK=14065 PG=00107

TECH-CH#

On the official tax map of the City of Jersey City and by the metes and bounds description set forth in Schedule "A" attached hereto and more commonly known by the street address of **14 Seidler Avenue**.

Together with:

1. All buildings and other improvement that now are or will be located on the Property.
2. All fixtures, equipment and personal property that now are or will be attached to or used with the land, building and improvements of or on the Property.
3. All rights which the Borrower now has or will acquire with regard to the Property.

III. BORROWER'S ACKNOWLEDGEMENTS

1. The Borrower acknowledges and understands that:
 - a) The Property which is subject to this Mortgage has been designated as housing which must remain affordable to low and moderate income households for **ten (10) years** from this date according to Title 24 of the Code of Federal Regulations, Section 92; and
 - b) The municipality which holds the mortgage has designated the Department of Housing, Economic Development and Commerce, or its successor, to administer the procedures and restrictions governing such housing.
2. The Borrower acknowledges that he/she must occupy the unit as his/her principal residence for **ten (10) years** from this date according to Title 24 of Code of Federal Regulations Section 92.

IV. BORROWER'S PROMISES

In consideration for the value received in connection with the purchase of the property, the Borrower agrees as follows:

1. The Borrower will comply with all of the terms of the Note and this Mortgage including making all Payments required by the Note and Mortgage.
2. The Borrower warrants title to the premises (N.J.S.A. 46:9-2). This means the Borrower owns the Property and will defend its ownership against all claims.
3. The Borrower shall pay all liens, taxes, assessments and other government charges made against the Property when due. The Borrower will not claim any credit against the principal and interest payable under the Note and this Mortgage for taxes paid on the Property.

4. The Borrower shall keep the Property in good repair, neither damaging nor abandoning it. The Borrower will allow the Municipality to inspect the Property upon reasonable notice.
5. The Borrower shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.
6. The Borrower covenants and agrees to cause the buildings on the Mortgaged Premises and any improvements thereto and the fixtures and articles on the Mortgaged Premises and any improvements thereto and the fixtures and articles of personal property covered by this Mortgage to be insured against loss by fire and by such other hazards as may be required by the First Mortgagee for the benefit of First Mortgagee and the City. Such insurance shall be written by such companies, in such amounts and in forms as are satisfactory to the First Mortgagee and to the City. The Borrower will assign and deliver the policies to the City and such policies will provide that the City its successors and/or assigns shall be the loss payee subject only to the rights of the First Mortgagee. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) days written notice to the City.

If the City shall not receive evidence satisfactory to it of the existence of the effective insurance coverage as required by the City, the City may (but shall not be required to) obtain such coverage, and the Borrower will reimburse the City on demand for any premiums paid for insurance procured by the City. Until reimbursement of the City for any amounts so paid, such amount shall be added to the principal sum of the City and bear interest at the then current prime interest rate being received by the City on its investments as determined in good faith by the City in the event of an insured casualty. In the event of an substantial damage to the Unit by the occurrence of an insured casualty or the taking of the Unit by condemnation, the terms of the First Mortgage shall control, if in the reasonable judgment of the City, (a) the Unit can be replaced or restored in whole or in part. And (b) the Unit as so replaced will produce sufficient income to meet the then obligations of the Borrower under this Mortgage and the Second Mortgage Note, and (c) the Unit can continue to fulfill the objectives as contained in the Borrower's application for Mortgage Loan funding, then the proceeds of insurance or condemnation, if sufficient, shall be made available to the Borrower upon satisfaction by the Borrower of the conditions precedent to disbursements, for such replacement or restoration, subject to the approval of the City or such governmental authority as may then have jurisdiction. To the extent the Unit will not be replaced or restored, such proceeds shall be applied to the indebtedness secured hereby after payment of fees and charges due and payable (as defined and provided in this Mortgage). Nothing in this section shall affect the lien of this Mortgage or the Liability of the Borrower for payment of the entire balance of the Mortgage indebtedness.

V. CONTROLS ON AFFORDABILITY

The procedures and restrictions governing repayment of the loan have been established in compliance with the U.S. Department of Housing and Urban Development HOME Program regulations and are in accord with the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., and regulations promulgated there under (all collectively referred to as "Controls on Affordability"). The restricted period of time, for the unit is **ten (10) years** from the original date of purchase.

VI. REPAYMENT

Within the restricted period starting with the date the Borrower obtained title to the property and continuing for a period of a minimum of **ten (10) years**, the Borrower shall repay 100% of the loan if the borrower sells the unit or upon a default by the borrower.

The above repayment is to be applied only after the payment of the principal balance of any first mortgage existing with respect to the property.

VII. RIGHTS GIVEN TO LENDER - Covenants running with Land

The Borrower, by mortgaging the Property to the Municipality gives the Municipality those rights stated in this Mortgage, all rights the law gives to lenders, who hold mortgages, and also all rights the law gives to the Municipality under the Affordability Controls. The rights given to the Municipality and the restriction upon the Property are covenants running with the land.

VIII. DEFAULT

The Municipality may declare the Borrower in default on the Note and this Mortgage if:

1. The Borrower fails to comply with the provisions of the Note;
2. The Borrower fails to keep any other promise made in this Mortgage;
3. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are started by or against any of the Borrowers.
6. The Borrower fails to maintain the unit as his/her principal residence.
7. The Borrower fails to maintain the appropriate insurance to secure the property against loss by fire and by such other disaster

IX. MUNICIPALITIE'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have, subject to the rights of the First Mortgage, all rights given by law or set forth in this Mortgage and the Note.

X. APPOINTMENT OF RECEIVER

The Municipality may have a receiver of the rents of the Mortgaged Premises appointed without the necessity of proving either the depreciation or the inadequacy of the value of the security or the insolvency of the Borrower or any person who may be legally or equitably liable to pay monies secured hereby, and Borrower and each such person waive such proof and consent to the appointment of a receiver.

XI. ACCELERATION

The Municipality may declare the entire amount of the unpaid moneys due under the Mortgage and/or the Note, immediately due and payable, and upon notice to the Borrower, accordingly, accelerate payment thereof notwithstanding contrary terms of payment therein without presentment, demand or notice of any kind, all of which are expressly waived, notwithstanding anything to the contrary contained in the Mortgage or Note.

XII. NOTICES

All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the addresses given in this Mortgage. Address changes may be made upon notice to the other party.

XIII. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that right. The Municipality may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage. The Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage, to the maximum extent permitted by law.

XIV. EACH PERSON LIABLE

This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Municipality may enforce any of the provision of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

XV. SECOND MORTGAGE

The lien in this Mortgage is subordinate to and subject to the terms and provisions of the First Mortgage held by **Bank of America**.

XVI. SUBORDINATION

The City of Jersey City will not subordinate its second mortgage to a home equity loan or a debt consolidation loan. The City will consider subordinating the second mortgage if the property is refinanced. However, the refinancing amount must be equal to or less than the amount of the borrower's first mortgage at the time the borrower purchased the property.

XVII. NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the Borrower and the Municipality.

BEGINNING at a point in the southeasterly line of Seidler Street therein distant of 161.83 feet as measured northeasterly along the same from its intersection with the northeasterly line of Bramhall Avenue and from said point of **BEGINNING**, thence running,

1. Along the southeasterly line of Seidler Street N.48°00'00"E., a distance of 25.00 feet to a point, thence,
2. S.42°00'00"E., a distance of 100.00 feet to a point, thence,
3. S.48°00'00"W., a distance of 25.00 feet to a point, thence,
4. N.42°00'00"W., a distance of 100.00 feet to the point and place of **BEGINNING**.

All Jersey Title, LLC
8 Knollwood Drive
North Caldwell, NJ 07006
Tel: (973) 618-0566 Fax: (973) 618-0577

SDL-011682

*Description of Property Known as Tax Map Lot 35.A in Block 1933
City of Jersey City, Hudson County
New Jersey*

BEGINNING at a point in the southeasterly line of Seidler Street therein distant of 167.80 feet as measured westerly along the same from its intersection with the northeasterly line of Elizabeth Avenue and from said point of BEGINNING, thence running,

1. Along the southeasterly line of Seidler Street $N43^{\circ}00'00''E$, a distance of 75.00 feet to a point, thence,
2. $S42^{\circ}00'00''E$, a distance of 100.00 feet to a point, thence,
3. $S48^{\circ}00'00''W$, a distance of 25.00 feet to a point, thence,
4. $N43^{\circ}00'00''W$, a distance of 100.00 feet to the point and place of BEGINNING.

Commonly known as 14 Seidler Street, Jersey City, New Jersey.

This description is in accordance with a survey made by Frank G. Whitaker, PLS on Jan. 18, 2006.

TLS5130

Golden Neighborhood Homeownership Program Agreement
City of Jersey City

This AGREEMENT is entered into on this 27th day of January, 2006 between, **Freddy Cruz and Miriam Sotomayor** about to reside at **14 Seidler Avenue, Jersey City, New Jersey 07304**. Hereinafter designated as a "BORROWER" of the property described in Section VII PROPERTY DESCRIPTION, herein and The City of Jersey City, having offices at 30 Montgomery Street, Room 404, Jersey City, New Jersey 07302 hereinafter designated as a "CITY", both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit described in Section VII PROPERTY DESCRIPTION for a period of at least **ten (10) years** from the original date of purchase.

WHEREAS, the HOME Investment Partnerships Program (24 CFR Part 92), hereafter referred to as the "Program" provides for the utilization of funding for purposes of affordable housing for households with low incomes in accordance with the provisions of the program; and

WHEREAS, the City has established a HOME Investment Partnership Program Agreement and related guidelines under the Program; and

WHEREAS, pursuant to the Program, the housing unit described in Section VII PROPERTY DESCRIPTION hereafter has been designated as affordable housing as defined by the HOME INVESTMENT PARTNERSHIP AGREEMENT guidelines; and

WHEREAS, purpose of this Agreement is to ensure that the described housing unit remain affordable to low income eligible households for that period of time described in SECTION VIII TERM OF RESTRICTION.

NOW THEREFORE, in consideration of the mutual agreements herein contained and subject to the terms and conditions herein stated, it is hereby understood and agreed by the parties hereto as follows:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

Household Income – To qualify for assistance, the applicant household must qualify as low-income household. The purchasing household must be low income at the time of the HOME investment.

Low Income – families means families whose annual income do not exceed 80% of the median income for the area, as determined by HUD with adjustments based on family size.

Duration of Agreement – The duration of the agreement means the period of time commencing on the date of transfer of title and ending on **January 2016**.

Affordable Housing Term – The HOME-assisted housing unit that receives assistance must remain affordable for a **ten (10) year** period for homeownership.

Principal Residence- The purchasing household must use the property as its principal residence as defined above. The deed and loan documents between the purchaser and the City of Jersey City shall incorporate this requirement.

II. ELIGIBLE PROPERTIES

The assisted household shall receive HOME Program Funds for down payment and/or closing costs for the purpose of a one (1) to four (4) family property.

III. FORM OF OWNERSHIP

Homeownership means ownership in fee simple title, or equivalent form of ownership approved by HUD.

The ownership interest shall be subject only to the following: 1) mortgages, deeds or trust or other debt instruments approved by the City; and 2) any other encumbrances or restrictions that do not impair the marketability of the ownership interest, other than the HOME Program restrictions on recapture.

IV. ASSISTANCE TO BE PROVIDED

- a. **Type of Assistance**- The assistance will be in the form of a forgivable payment mortgage.
- b. **Amount of Assistance**- **\$24,662.13**

V. PROPERTY STANDARDS

Acquisition Only - The assisted unit must meet Federal Housing Quality Standards (FHQS) as published in Federal Regulations 24 CFR Part 813 and all applicable state and local codes.

VI. PROPERTY VALUE

The sales price of HOME assisted property to be acquired by an assisted homebuyer shall not exceed the 203(b) mortgage limit, as published by HUD, for the City for the type of housing being purchased.

An appraisal is required for all assisted homebuyer projects. Said appraisal shall be completed prior to occupancy or investment of HOME funds. The appraisal may consider the effect of the HOME Program deed restriction in determining property value.

VII. PROPERTY DESCRIPTION

This agreement applies to the Borrower's interest in the real property commonly known as:

Block: **1953** Lot: **36.A** Municipality: **Jersey City**.

County: **Hudson** # of Bedrooms: **3**

Complete Street Address & Unit #: **14 Seidler Avenue**

City: **Jersey City** State: **New Jersey** Zip: **07304**

VIII. TERMS OF RESTRICTION

- i. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date on which closing and transfer of title takes place.
- ii. After the **ten (10) year** period (Period of Affordability), the assisted unit may be sold and the loan will be forgiven.
- iii. The terms, restrictions and covenants of this Affordable Housing Agreement shall be defined as follows:

IX. REQUIREMENTS

- a. This Agreement shall be recorded with the recording office of the County in which the affordable housing unit or units are located.
- b. A repayment mortgage and repayment note shall be executed between the Borrower and the City at the time of closing. The repayment mortgage shall be recorded with the records office of the County.

X. RECAPTURE

If the Borrower ceases using the property subject to this Agreement as his/her principal residence during the affordability period as defined in this Agreement or in the event of a default by Borrower as defined in the Mortgage, the City shall recoup all of the HOME funds.

XI. COVENANTS RUNNING WITH LAND

The provisions of this Program Agreement shall constitute covenants running with the land with respect to each affordable housing unit affected hereby, and shall bind all purchasers and owners of each affordable housing unit, their heirs, assigns, and all persons claiming by, through or under their heirs, executors, administrators, and assigns for the duration of this Agreement as set forth herein.

XII. BORROWER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Program Agreement, the borrower acknowledges the following responsibilities:

- a. Affordable housing unit shall at all times remain the primary residence for the Borrower during the affordability period.
- b. All home improvements made to an affordable housing unit shall be at the Borrower's expense and must meet the appropriate property standards and state and local codes.
- c. The owner of an affordable housing unit shall keep the affordable housing unit in good repair.
- d. Owners of affordable housing units shall pay all taxes, charges, assessments, or levies, both public and private, assessed against such unit, or any part thereof, as and when they become due.
- e. Owners of affordable housing units shall notify the City in writing no less than ninety (90) days prior to any proposed sale of the property. Owners shall not execute any purchase agreement, convey title or otherwise deliver possession of the affordable housing unit without the prior written approval of the City.
- f. The owner shall not permit any lien, other than the first purchase money mortgage.
- g. The Borrower shall maintain hazard insurance on then property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the City may reasonably require. If the property is in a federal or state flood hazard zone the Borrower shall maintain flood insurance. The insurance company, agent or broker, amounts of coverage and forms of all policies must be acceptable to the City. The City may require that the amount of coverage be the greater of (1) the sum of the principal of the first mortgage note and of the City's note or (2) the current replacement value of the buildings and other improvements to the extent available. The coverage must be furnished by one insurance company. There can be no coinsurance or sharing of the risk by more that one company. The Borrower shall pay all p remiums when d ue. T he B orrower s hall d eliver t he original policies and all renewals to the City if so required. All policies shall state that the insurance company cannot cancel or refuse to renew without at least ten (10) days notice to the City. They shall include a "standard mortgage clause" naming the City.

XIII. FORECLOSURES

The terms and restrictions of this Agreement shall be subordinated only to the first purchase money mortgage lien on the affordable housing property and in no way shall impair the first purchase money mortgage's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the first purchase money mortgage documents for the affordable housing unit.

Upon a judgment of foreclosure, the City shall execute a document to be recorded in the County recording office as evidence that such affordable housing unit has been forever released from the restrictions of this Agreement. A judgment of foreclosure by any other class of creditor or mortgage shall not result in a release of the affordable housing unit from the provisions and restrictions of this Agreement.

In the event of a foreclosure sale by the first purchase mortgage, the defaulting mortgagor shall be personally obligated to pay the City any excess funds generated from such foreclosure sale. For purposes of this agreement, excess funds shall be the total amount paid to the sheriff by reason of the Foreclosure sale in excess of the greater of the amount required to pay and satisfy the first money mortgage, including the costs of foreclosure. The City shall be empowered to enforce the obligation of the defaulting mortgagor in any appropriate court of law or equity as though same were a personal contractual obligation of the defaulting mortgagor. Neither the first purchase money mortgagee nor the purchaser at the foreclosure sale shall be responsible or liable to the City for any portion of this excess.

The City is hereby given the first priority lien, second only to the first purchase money mortgage and any taxes or public assessment by a duly authorized governmental body.

XIV. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Borrower, the City shall have all remedies provided at law or equity, including the right to seek injunctive relief of specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the City, in light of the obligation for the provision of low income housing. Upon the very-low occurrence of a breach of any of the terms of the Agreement by an Borrower, the City shall have all remedies provided at law or equity, including but not limited to the foreclosure, acceleration of all sums due under the mortgage, recoupment of any funds from a sale in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XV. RIGHT TO ASSIGN

The City may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Borrower. Upon such assignment, the City, its successors or assignees shall provide written notice to the Borrower.

XVI. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the HOME Investment Partnership Program for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price and mortgage payments of designated affordable housing units remain affordable to low income eligible households as defined herein.

XVII NOTICES

All notices required herein should be sent by certified mail, return receipt requested as follows:

To the Borrower:

At the address of the property stated in Section VII PROPERTY DESCRIPTION hereof.

To the City:

At the addresses stated below:

Corporation Counsel
City of Jersey City Law Department
280 Grove Street
Jersey City, NJ 07302

Director
Division of Community Dev.
30 Montgomery Street – Rm. 404
Jersey City, NJ 07302

Or such other addresses that the City or Borrower may subsequently designate in writing and mail to the other parties.

XVIII. SUPERIORITY OF AGREEMENT

Borrower warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations, between and among the Borrower, the City and their respective successors.

XIX. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provision, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provisions, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements, to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XX. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey and the regulations (24 CFR Part 92) applicable to the HOME Investment Partnership Program.

XXI. BORROWER'S CERTIFICATION

The Borrower certifies that all information provided in order to qualify, as the Borrower of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

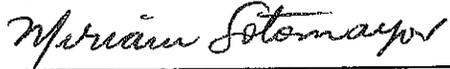
XXII. AGREEMENT

The Borrower and the City hereby agree hereby that the affordable housing unit described herein shall be marketed, sold and occupied in accordance with the provisions of this Agreement. Neither the Borrower nor the City shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party except as described in Section VIII. TERM OF RESTRICTION. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other party and shall not be effective unless and until recorded with the County Clerk for the County in which the affordable housing unit is situated.

Dated: January 27, 2006

ATTEST:



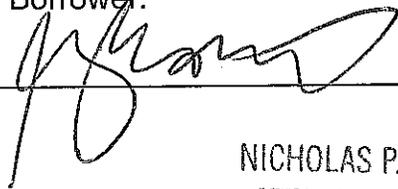
By: 
Signature of (Borrower)


Signature of (Co-Borrower)

STATE OF NEW JERSEY)
) ss
COUNTY OF HUDSON)

BE IT REMEMBERED that on this 27th day of JANUARY,
2006, before me the subscriber,
Ricky Cruz & Miriam Sotomayor, who being by me duly sworn
on his/her oath, deposes and makes proof to my satisfaction that he/she is the
authorized Borrower and/or (Co-Borrower) named in the within instrument; that is
the Homeownership Program Agreement of the described Property; that the
execution, as well as the making of this instrument, has been duly authorized and
is the voluntary act and deed of said Borrower.

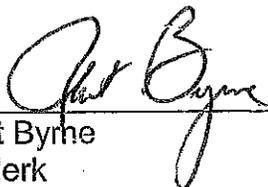
Sworn and subscribed before me,
The date aforesaid:

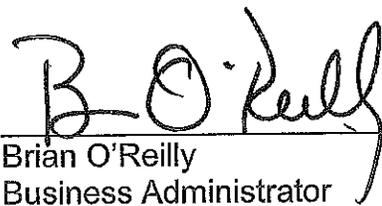


NICHOLAS P. CORRADO, ESQ.
ATTORNEY AT LAW OF THE
STATE OF NEW JERSEY

CITY OF JERSEY CITY:

ATTEST:


Robert Byrne
City Clerk


Brian O'Reilly
Business Administrator

CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT
GOLDEN NEIGHBORHOODS HOMEOWNERSHIP PROGRAM
SECOND MORTGAGE REPAYMENT NOTE

This Second Mortgage Repayment Note is made on **January 27, 2006**.

BETWEEN **Freddy Cruz and Miriam Sotomayor** (referred to as the "Borrower"), whose address is **14 Seidler Avenue, Jersey City** AND the **City of Jersey City** (referred to as the "City"), whose address is **City Hall, 280 Grove Street, Jersey City, New Jersey 07302**.

This mortgage Note is subordinate to the First Mortgage Note executed contemporaneously herewith. The word "Lender" shall mean the original Lender and anyone else who takes this Note by transfer.

Borrower's Promise to Pay and Other Terms

In consideration for a City of Jersey City First Time Homebuyers Loan received in connection with the purchase of the property, the Borrower agrees as follows:

1. The Borrower will comply with all of the terms of the Note, and this Mortgage which includes:
 - A) For a period of **ten (10) years** from the date the Borrower obtained title to the Property, the Borrower shall reside in the property as his principal residence and shall not sell or transfer title to the Property.
 - B) Upon the sale by the Borrower of the property, or upon a default by the Borrower, Borrower agrees to pay to the City the amount indicated in the mortgage under sec. VI.

Repayment

Within the restricted period starting with the date the Borrower obtained title to the property and continuing for a period of a minimum of **ten (10) years**, the Borrower shall repay the amount indicated in the mortgage under sec.VI if the Borrower sells the unit or upon a default by the Borrower.

Mortgage To Secure Repayment

As security for the payment of amounts due under this Note and for the performance of all promises contained in this Note, the Borrower is giving the City a Mortgage, in the amount of **\$24,662.13** for a First Time Homebuyers Loan. The Mortgage covers real estate (the "Property") owned by the Borrower, the legal description of such real estate being contained in the Mortgage. All terms of the mortgage are incorporated herein by reference and are made part of this Note.

The Lender promises that the Principal due under this Note will not have to be repaid by the Borrower, shall be forgiven and cancelled and the Mortgage that secures this Note shall be cancelled and discharged if the Property has not been sold and the Note has not been declared due and payable by the Lender within **ten (10) years** from the date hereof.

Default

1. The Borrower fails to comply with the provisions of the Note;
2. The Borrower fails to keep any other promise made in the Mortgage;
3. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership are started by or against any of the Borrowers.

Waiver of Formal Acts

The Borrower waives his right to require the City to do any of the following before enforcing its rights under this Note:

1. To demand payment of amounts due which have not been paid (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

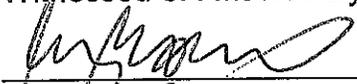
Responsibility Under Note

All Borrowers signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The City may enforce this Note against any one or more of the Borrowers or against all Borrowers together.

Signatures

The Borrower agrees to the terms of this Note.

Witnessed or Attested By:





Borrower(s):





NICHOLAS P. CORRADO, ESQ
ATTORNEY AT LAW OF THE
STATE OF NEW JERSEY

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

City Clerk File No. Res. 19-267

Agenda No. 10. L

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 52 UNION STREET A/K/A BLOCK 19603, LOT 00034, F/K/A BLOCK 1, LOT 1964

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on October 16, 2003, Miriam Oliver (the "Borrower") executed a Note and Mortgage in favor of the City of Jersey City (the "City") to secure the City's loan to him in the amount of \$2,656.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS, on December 15, 2003, the City's Mortgage was recorded in Book 10851, Page 00183 of the Register of Deeds for Hudson County; and

WHEREAS, the mortgage affects property known as 52 Union Street, Jersey City, a/k/a Block 19603, Lot 00034, f/k/a Block 1, Lot 1964 (the "Property"); and

WHEREAS, the City's mortgage provided Borrower was prohibited from transferring the Property within five years of the execution of the mortgage; and

WHEREAS, the City's mortgage also provided that the Borrower must pay the City a percentage of the principal of the loan if the Borrower transferred the Property within the prohibited five year period; and

WHEREAS, in a deed dated July 14, 2006 (the "Transfer Deed"), the Borrower transferred the Property within the five year prohibited period to Robyn Hunter, Rhonda Hunter, and Reginald Oliver; and

WHEREAS, on October 4, 2006, the Transfer Deed was recorded in Book 08017, Page 00320 of the Register of Deeds for Hudson County; and

WHEREAS, the Division of Community Development (the "Division") has concluded that the City is entitled to \$1,593.60 due to the prohibited transfer, and the City has received payment in full; and

WHEREAS, the Division is requesting that the City's mortgage be released because it has been paid off in full; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$2,656.00 affecting 52 Union Street, Jersey City, a/k/a Block 19603, Lot 0003, f/k/a Block 1, Lot 1964.

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											
3-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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 Business Administrator to execute a Discharge of Mortgage affecting real property located at: 52 Union Avenue, Jersey City, NJ 07304

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

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

Resolution Purpose

Discharge of HORP Mortgage affecting real property located at:

Property Address: 52 Union Avenue, Jersey City, NJ 07304

Old Block: 1 Lot: 1964, New Block: 19603 Lot: 00034

HORP/SHRP Mortgage Amount: \$2,656.00

Execution Date of HORP Mortgage: October 16, 2003

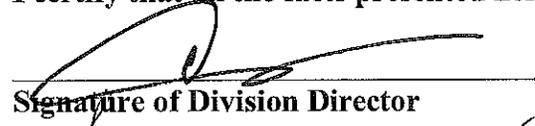
Recording Date of HORP Mortgage: December 15, 2003 Book: 10851 Page: 00183

Basis for Discharge of Mortgage:

Maturity of HORP/SHRP Mortgage: October 27, 2011
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \$1,593.60 1/18/2019
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.


Signature of Division Director

3/6/19
Date


Signature of Department Director

3/6/19
Date

HEDC CHECKLIST FOR MORTGAGE DISCHARGE

A. Documents to Submit to Law Department

- Recorded Mortgage
- Recorded Note
- Recorded Deed Restriction
- Affordability Agreement (if applicable)
- Title Report (with Schedule A&B showing listing of liens)

B. Memorandum

- Memorandum from HEDC to the Law Department explaining reason for discharge request. Memo should include the following information:
 - Identify property owner, address, and current/former block and lot numbers
 - Identify affordability program (HOME, CDBG, etc.)
 - State the affordability period
 - Reason for mortgage request (loan paid off or fully amortized)-cite to the appropriate provision in mortgage
 - If loan paid off, include copy of payoff information (check, date of payoff, amount paid off)

RECEIVED
2019 MAR -5 PM 7:11
CITY OF JERSEY CITY
LAW DEPARTMENT

Memorandum

To: Director Annisia Cialone
From: Carmen Gandulla, Director –Division of Community Development
Date: March 6, 2019
Re: **Signature Required on Documents for Recordation**

Dear Director Cialone,

Please find enclosed the following resolution fact sheets and memos authorizing a discharge of mortgage for HORP/SHRP grant recipients:

Miriam Oliver
52 Union Avenue
Jersey City, NJ 07304

Should you have any questions or would like to review additional documentation please let me know. Kindly notify me when the documents are ready to be picked up so I may forward them to the Law Department.

Sincerely,



Carmen Gandulla
Director

Cc: Hannah Bartges

Memorandum

To: Hannah Bartges, Assistant Corporation Counsel
From: Carmen Gandulla, Director –Division of Community Development
Date: March 6, 2019
Re: Signature Required on Documents for Recordation

Miriam Oliver
52 Union Avenue
Jersey City, NJ 07304

The ___ year term for HORP/SHRP mortgage placed against the above property has reached maturity as of _____. A copy of the recorded HORP Mortgage is enclosed. Please prepare a Discharge of Mortgage.

The HORP/SHRP mortgage placed against the above property has been satisfied by receipt of payoff in the amount of \$1,593.60 received on 1/18/2019. A copy of the payoff check is enclosed. Please prepare a Discharge of Mortgage.

Please return the original Discharge of Mortgage Document for recording to:

Division of Community Development-HORP Program
30 Montgomery Street, Suite 404
Jersey City, NJ 07302

If you have further questions, you may contact me at extension 6910.

cc: Annisia Cialone, Director HEDC
Carmen Gandulla, Director DCD

Jersey City Division of Community Development
30 Montgomery Street Room 404, Jersey City New Jersey 07302
201/547-4747 Fax: 201/547-5104

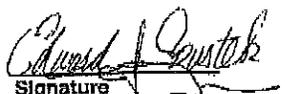
may ①

000255980
RECEIVED
AND
RECORDED
MUN/MTG

12/15/2003 03:19P
BARBARA A. DONNELLY
HUDSON COUNTY
REGISTER OF DEEDS
Receipt No. 143862

This Mortgage was prepared by:

Edward Szustek
Print or Type Name


Signature

**CITY OF JERSEY CITY
DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE
DIVISION OF COMMUNITY DEVELOPMENT**

MORTGAGE

CHARGE

This Mortgage is made and dated October 16, 2003 between

BORROWER

Resident Miriam Oliver
Address 52 Union Street
City, State & Zip Jersey City, NJ 07304

(from now on called the "Borrower")

And

LENDER

City of Jersey City
Department of Housing, Economic Development and Commerce
Division of Community Development
30 Montgomery St.
Jersey City, NJ 07302

(from now on called the "Lender")

The words "Borrower" and "Lender" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lenders and (b) anyone who takes this Mortgage by transfer or assignment.

1. NOTE: The Borrower is borrowing the sum of (\$2,656.00) (from now on called the "Principal") from the Lender. In return for this loan, the Borrower has signed a Mortgage Note dated 10/16/03 (from now on called the "Note"). This indebtedness is a deferred payment, no interest mortgage. Upon the end of the fifth year after the signing of this mortgage, the within mortgage shall be forgiven in its entirety. Upon sale, transfer, alienation, partition, or disposal of the property within the five year period, or for any other reason set forth in the mortgage, the Borrower shall pay the Lender the principal as set forth above on a pro-rated, per year basis.

arty. 2

REPAYMENT SCHEDULE

Up to year One 100%	Up to year Three 60%	Up to year Five 20%
Up to year Two 80%	Up to year Four 40%	After year Five 0%.

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, to the Lender the property which is described in (a) through (d) below (from now on called the "Property");
 - (a) Street address 52 Union Street
Municipal tax map designation: Lot 1964 Block 1
 - (b) All buildings and other improvements that now are or will be on the land. All fixtures, equipment, and personal property that now are or will be attached to or used with the land, buildings, and other improvements.
 - (c) All other rights which the Borrower now has or will acquire with regard to the land.

3. **SUBORDINATE MORTGAGE(S):** This Property is also subject to a senior Mortgage (the First Mortgage). The First Mortgage is held by N/A and dated . The First Mortgage was recorded in County in Book at Page on .

4. **MORTGAGE VOID ON FULL PAYMENT:** When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end and the Lender shall execute a cancellation of this Mortgage.

5. **PROMISES OF BORROWER:** The Borrower makes these promises to the Lender:
 - (a) The Borrower shall comply with all of the terms of the Note and this Mortgage.
 - (b) The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
 - (c) The Borrower shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due. The Borrower shall pay or satisfy the principal under the terms of the Note and this Mortgage.
 - (d) The Borrower shall not claim or be entitled to any credit against the principal under the Note and this Mortgage for taxes paid on the Property. The Borrower shall not claim any deduction from the taxable value of the Property because of this Mortgage.
 - (f) The Borrower shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard

coverage as the Lender may reasonably require. If the Property is in a Federal or State flood hazard zone, the Borrower shall maintain flood insurance. The insurance company, agent or broker, amounts of coverage, and forms of all policies must be acceptable to the Lender. The Lender may require that the amount of coverage be the greater of (1) the principal of the Note or (2) the current replacement value of the buildings and other improvements to the extent available. The coverage must be furnished by one insurance company. There can be no coinsurance or sharing of the risk by more than one company. The Borrower shall pay all premiums when due. The Borrower shall deliver the original policies and all renewals to the Lender if so required.

All policies shall state that the insurance company cannot cancel or refuse to renew without at least 10 days notice to this Lender. They shall include a "standard mortgage clause" naming this Lender as loss payee. All insurance proceeds shall be paid to the Lender. A certificate of insurance naming the "City of Jersey City, Department of Housing, Economic Development and Commerce" as loss payee must be forwarded to this Lender. In case of loss or damage the Borrower shall promptly notify the insurance company and the Lender. The Borrower shall promptly (1) file a proof of loss with the insurance company and (2) settle the claim. If not, the Lender may do so. The Lender may use the insurance proceeds received to (1) repair and restore the Property or (2) reduce the principal. The Lender shall use any money left after the repair and restoration to reduce the principal. This shall not change the amounts or due dates of the monthly payments under the Note.

(g) The Borrower shall keep the Property in good repair. The Borrower shall not damage, destroy, or abandon the Property. The Lender may inspect the Property on reasonable notice to the Borrower. The Borrower shall make repairs as may reasonably be required by the Lender.

(h) The Borrower shall not do any of the following to the Property without the prior written consent of the Lender:

- (1) Remove, demolish, or materially alter any buildings or other improvements.
- (2) Remove any fixtures.
- (3) Give a security interest in any fixtures
- (4) Assign any rights to the property, building or fixtures

If any fixture is destroyed or removed, the Borrower shall replace it with another of at least equal quality and condition.

(i) Eminent domain is the right of a government to lawfully condemn and take private property for a public purpose. Fair value must be paid for the taking. The taking may occur either by court order or by deed to the condemning party. If all or any part of the Property is taken by eminent domain within the five (5) years of the Mortgage, the pro-rated principal shall be paid to the Lender.

(j) In this Mortgage, a lien is a legal claim of another against property for (a) the payment of a debt or (b) the performance of an obligation. This Mortgage is a lien of the Lender against the Property for the payment of the Note. A superior lien would be entitled to be paid before this Mortgage on a court ordered sale of

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the Property. The Borrower shall not allow any superior liens against the Property unless subordination of this lien is approved in writing by the Lender.

- (k) The Borrower shall pay all payments due on all liens on the property and not violate any term of any other Mortgage.
- (l) The Borrower shall obey all laws, rules and ordinances which apply to the Property. The Borrower shall not use or allow the Property to be used for any illegal purpose.

6. **LENDER'S RIGHT OF ACCELERATION:** The Lender has the right, called acceleration, to declare unpaid principal under the Note and this Mortgage due immediately for any of the following causes:

- (a) The failure of the Borrower to keep any other promise in the Mortgage within 30 days after written notice from the Lender.
- (b) Any change in the ownership of all or any part of the Property. A change resulting from the death of a Borrower shall be considered a change of ownership.
- (c) The starting of foreclosure or execution proceedings by the holder of any other mortgage or lien on the Property.
- (d) The starting of bankruptcy, receivership, or insolvency proceedings by or against a Borrower.

The Lender's failure to declare acceleration for any cause shall not prevent the Lender from declaring acceleration for any cause occurring at a later time.

7. **LENDERS RIGHTS ON ACCELERATION:** If the Lender declares acceleration, the Borrower shall immediately pay to the Lender the principal due under the Note and this Mortgage. If the Borrower does not do so, the Lender shall have all rights given to mortgage lenders by law and under this Mortgage, for example:

- (a) To enter and take possession of the Property in a lawful way and manage the Property.
- (b) To ask a court to appoint a receiver of rents of the Property. The Borrower consents to the appointment of a receiver.
- (c) To start a court action known as foreclosure to take away all of the Borrower's rights in the Property and to have the Property sold. A foreclosure sale is a court ordered sale of the Property. The proceeds of the sale are used to pay the entire unpaid principal due under the Note and this Mortgage, plus all costs allowed by law.
- (d) The court ordered sale of the Property in the foreclosure action may not bring in enough money to pay the entire amount due under the Note and this Mortgage plus costs. The Lender may then sue the Borrower under the Note for the

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difference. The Lender reserved any rights given by law to sue under the Note before beginning a foreclosure action under this Mortgage.

- 8. **NOTICES:** All notices under this Mortgage must be in writing. They may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Each party must accept and claim the notices given by the other. Notices shall be addressed to the other party at the address written at the beginning of this Mortgage. Either party may notify the other of a change of address.
- 9. **MORTGAGE BINDING ON SUCCESSORS:** This Mortgage is binding on all Borrowers, his or her heirs, personal representatives, and/or all those who lawfully succeed to their rights or take their places.
- 10. **LAW:** This contract is made under and shall be governed by the laws of the State of New Jersey.
- 11. **SIGNATURES:** The Borrower agrees to this Mortgage by signing below. If the Borrower is a corporation, this Mortgage is signed by its proper corporate officers and its corporate seal is affixed.

THE BORROWER HAS RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHANGE OR CHARGE.

[Signature] (Seal)

_____ (Seal)

WITNESSED OR ATTESTED BY:

[Signature]
[Signature]

DEED

CLERK'S OFFICE

This Deed is made on July 14, 2006

000013522 10/04/2006 12:38P.
RECEIVED JOHN R HAMPTON
AND HUDSON COUNTY
RECORDED ACTING REGISTER OF DEEDS
DEF Receipt No. 348179

BETWEEN MIRIAM B. OLIVER, WIDOW

whose post office address is 52 Union Street, Jersey City, New Jersey 07304, referred to as the Grantor.

AND ROBYN OLIVER HUNTER, RHONDA OLIVER BOONE and REGINALD OLIVER, in equal share with right of survivorship,

whose post office addresses are , referred to as the Grantee,

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of ONE AND NO/100 (\$1.00) DOLLARS

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Jersey City, Block No. 1964 Lot No. 1 Qualifier No. Account No.

No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the City of Jersey City, County of Hudson, and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEGINNING at a point formed by the intersection of the northeasterly line of Union Street with the southeasterly line of Clerk Street and from said point of beginning to run (1) northeasterly along the southeasterly line of Clerk Street eighty-six and fifty hundredths (86.50) feet to a point thence (2) southeasterly at right angles to Clerk Street twenty and twenty-four hundredths (20.24) feet to a point, thence (3) southwesterly and nearly parallel with Clerk Street in a straight line passing through the center line of a party wall standing partly on the premises hereby described and partly on the premises next southeasterly thereto eighty-six and fifty hundredths (86.50) feet to the northeasterly line of Union Street thence (4) northwesterly along said line of Union Street twenty and eleven hundredths (20.11) feet to the point or place of BEGINNING.

Said premises being commonly known as: 52 Union Street, Jersey City, New Jersey 07304.

BEING the same premises conveyed to the Grantors herein by Deed from Mary Alice Peterson, Widow, dated October 23, 1968 and recorded October 25, 1968 in the Hudson County Clerk/Register's Office in Deed Book 3046 at Page 452.

The said Joseph Reginald Oliver died on August 31, 1981.

Consideration : \$0.00		Exempt Code: E	
County	State	N.P.N.R.F	Total
0.00	0.00	0.00	0.00
General	Public	Extra	1% Tax
0.00	0.00	0.00	0.00
fee2		Date: 10/04/2006	

(For Recorder's Use Only)

Prepared by: (print signer's name below signature)

Charles Rabolli, Jr., Esq.

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1988, as amended through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1988, as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY OF PASSAIC

} ss.

FOR RECORDER'S USE ONLY	
Consideration \$	<u> </u>
RTF paid by seller \$	<u> </u>
Date <u>7-14-06</u> By <u> </u>	

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions # 3 and #4 on reverse side)

Deponent, MIRIAM B. OLIVER, being duly sworn according to law upon his/her oath,
 (Name)
 deposes and says that he/she is the grantor in a deed dated July 14, 2006 transferring
 (Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
 real property identified as Block number 1964 Lot number 1 located at
25 Union Street, Jersey City, Hudson County and annexed thereto.
 (Street Address, Municipality, County)

(2) CONSIDERATION \$ (See Instructions #1 and #5 on reverse side)

(3) FULL EXEMPTION FROM FEE (See Instruction #6 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

for consideration of less than \$100

(4) PARTIAL EXEMPTION FROM FEE (See Instruction #7 on reverse side)

PARTIAL EXEMPTION FROM FEE EXEMPTION FROM FEE (See Instructions #7 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 82 years of age or over. * (See Instruction #7 on reverse side for A or B)
- B. BLIND PERSON Grantor(s) legally blind or; *
- DISABLED PERSON Grantor(s) permanently and totally disabled * Receiving disability payments [] Not gainfully employed *

Senior citizens, blind or disabled persons must also meet all of the following criteria.

- Owned and occupied by grantor(s) at time of sale. Resident of the State of New Jersey.
- One or two-family residential premises. Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #7 on reverse side)

- Affordable according to H.U.D. standards. Reserved for occupancy.
- Meets income requirements of region. Subject to resale controls.

(5) NEW CONSTRUCTION (See Instructions #8 and #10 on reverse side)

- Entirely new improvement. Not previously occupied.
- Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 66, P.L. 2004.

Subscribed and sworn to before me
this 14th day of July, 2006

Miriam B. Oliver Miriam B. Oliver
 Signature of Deponent Grantor Name
25 Union Street Jersey City, NJ 07304
 Jersey City, NJ 07304 Grantor Address at Time of Sale
 Deponent Address

Charles Rabolli, Jr.

CHARLES RABOLLI, JR.
ATTORNEY AT LAW OF THE STATE OF NEW JERSEY

Charles Rabolli, Jr.
Name/Company of Settlement Officer

BK:08017 PG:00321

FOR OFFICIAL USE ONLY	
Instrument Number <u> </u>	County <u>Hudson</u>
Deed Number <u> </u>	Book <u> </u> Page <u> </u>
Deed Dated <u>07-14-06</u>	Date Recorded <u> </u>



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification)

Name(s)
Miriam B. Oliver

Current Resident Address:

Street: 52 Union Street
City, Town, Post Office: Jersey City
State: NJ
Zip Code: 07304

Home Phone: ()
Business Phone: ()

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
1964	1	

Street Address:
52 Union Street

City, Town, Post Office	State	Zip Code
Jersey City	NJ	07304

Seller's Percentage of Ownership	Consideration	Closing Date
100%	\$1.00	7/14/06

SELLER ASSURANCES (Check the Appropriate Box)

- I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
- The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
- I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
- The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

July 14, 2006
Date

Miriam B. Oliver
Signature
BK: 08017 PG: 00322
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

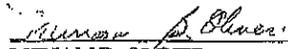
4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By:



CHARLES RABOLLI, JR.
ATTORNEY AT LAW OF THE STATE OF NEW JERSEY

 (Seal)
MIRIAM B. OLIVER

STATE OF NEW JERSEY, COUNTY OF HUDSON

SS.

I CERTIFY that on 7/14, 2006, MIRIAM B. OLIVER personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) executed this Deed as his or her own act; and,
- (c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)


CHARLES RABOLLI, JR.
An Attorney at Law of New Jersey

RECORD AND RETURN TO:

Charles Rabolli, Jr., Esq.
Carlet, Garrison, Klein & Zaretsky, L.L.P.
1135 Clifton Avenue, Suite 104
Clifton, NJ 07015-2666
973-777-6200

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

City Clerk File No. Res. 19-268

Agenda No. 10.M

Approved: MAR 27 2019

TITLE: _____



A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING A PROPERTY TAX CREDIT TO OFFSET LEGALLY REQUIRED REIMBURSEMENT OF BUY-UP FOR 360 9th STREET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on September 7, 2016, by virtue of the adoption of Ordinance 16-021, the City of Jersey City granted a Long Term Tax Exemption to Ninth Street Two Urban Renewal, LLC, the owners/developers of 360 9th Street aka 372 9th Street (Block 6902 Lot 29 C 0002); and

WHEREAS, pursuant to the Mayor's Tiered Tax Exemption Policy issued on December 24, 2013, Ninth Street Two Urban Renewal, LLC invoked the "buy-up provision" thus enabling them to buy up from a Tier 2 to a Tier 3 Tax Exemption by paying \$15,000 per unit for all sixty-six of the proposed units; and

WHEREAS, invoking the buy-up provision allowed Ninth Street Two Urban Renewal, LLC to obtain a 15-year tax exemption even though the property was located in the Tier 2 Tax Exemption Zone which only allowed for up to a maximum 10-year tax exemption; and

WHEREAS, on January 9, 2019, the Municipal Council approved Ordinance 18-149 whereby the City terminated the Long Term Tax Exemption granted to Ninth Street Two Urban Renewal, LLC and, as a consequence of the Municipal Council having approved Ordinance 18-149, the property located at 360 9th Street was returned to the conventional tax rolls; and

WHEREAS, immediately after the passage of Ordinance 18-149, Ninth Street Two Urban Renewal LLC notified the City that there was grounds for filing suit; and

WHEREAS, on August 9, 2018, in the matter of MEPT Journal Square Urban Renewal, LLC, et als. v. City of Jersey City, the Appellate Division of the Superior Court of New Jersey determined that Jersey City is required to reimburse property tax pre-payments in the event a property tax abatement is withdrawn or otherwise vacated; and

WHEREAS, in an effort to avoid potential litigation, the Office of the Tax Collector and the Business Administrator are offering to treat the \$990,000 buy-up payment as a credit toward future taxes on the municipal tax portion only of the complete tax bill for a period of 6 years (\$165,000 per year) or until the entire \$990,000 is drawn down, whichever is longer; and

WHEREAS, the entity Ninth Street Two Urban Renewal, LLC would still pay the complete school and county tax portion of the annual tax bill in full and without delay; and

WHEREAS, once the \$990,000 buy-up payment has been drawn down, the owners/developers of 360 9th Street would then begin paying conventional property taxes on a quarterly basis just like all other property owners; and

WHEREAS, it is in the City's best interest that it enter into this agreement to avoid litigation; and

WHEREAS, the Administration shall hold no prejudice against the Manager and Affiliates of Ninth Street Two Urban Renewal LLC as a result of this matter for future tax exemptions/abatements or other dealings with the City; and

TITLE:

A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING A PROPERTY TAX CREDIT TO OFFSET LEGALLY REQUIRED REIMBURSEMENT OF BUY-UP FOR 360 9th STREET

WHEREAS, the City and Ninth Street Two Urban Renewal LLC agree that nothing in this Resolution shall construed to be an admission of fault or liability on the part of any Party hereto, all such fault or liability being expressly denied by each and every Party hereto.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Tax Collector is hereby authorized to retain the \$990,000 buy-up payment paid by owners of 360 9th Street as part of the Long Term Tax Exemption which they obtained, and treat the buy-up payment as a credit toward future taxes and comply with all recitals of this resolution; and

BE IT FURTHER RESOLVED by the Municipal Council of the City of Jersey City that the Corporation Counsel is hereby authorized to draft any document or agreement necessary and proper to effectuate such agreement between the Ninth Street Two Urban Renewal, LLC consistent with this Resolution.

3/26/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

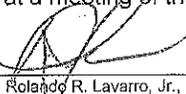
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN.	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 Resolution

A RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING A PROPERTY TAX CREDIT TO OFFSET LEGALLY REQUIRED REIMBURSEMENT OF BUY-UP PROVISION FOR 360 9th STREET

Initiator

Department/Division	Department of Business Administration	Office of the Business Administrator
Name/Title	Brian D. Platt	Business Administrator
Phone/email	201-547-4513	bplatt@jcnj.org

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

Resolution Purpose

This Resolution authorizes the Tax Collector to issue a property tax credit to offset reimbursement of the monies already paid to the City by the developers of 360 9th Street pursuant to the long term tax exemption granted to them via Ordinance 16-02.

I certify that all the facts presented herein are accurate.



March 21, 2019

**Brian D. Platt
Business Administrator**

Date

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

City Clerk File No. Res. 19-269

Agenda No. 10.N

MAR 27 2019

Approved: _____

TITLE:

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 603 LOT 14 LOCATION LIBERTY AVENUE



COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City on March 16, 2017 sold the above property not needed for public use to: Jayesh M. Raval & Alpa Raval, 640 Liberty Avenue, Jersey City, New Jersey; and

WHEREAS, the conditions of sale set forth that the purchaser remove an existing municipal sewer line located on the property and construct a new municipal sewer line; and

WHEREAS, the Municipal Council of the City of Jersey City released a Deed to the owner of the property with the express condition that no purchaser without the express consent of the Municipal Council by resolution, be permitted to sell, convey or otherwise transfer the property before all the conditions of sale were fully complied with; and

WHEREAS, as per the attached letter from the Municipal Utilities Authority the sewer line has been installed on the property in compliance with the conditions of sale which were adopted by the Municipal Council on February 8, 2017; and

WHEREAS, the property may now be released from the restrictive covenants that affect it; and

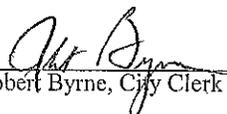
WHEREAS, in accordance with State Law in order for this resolution to be recorded in the Hudson County Register's Office it must contain an acknowledgment.

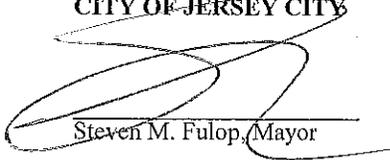
NOW THEREFORE BE IT RESOLVED, by the Municipal Council that:

1. The City finds and declares that all the terms and conditions of sale contained in the resolution adopted by the governing body of the City of Jersey City on February 8, 2017 have been complied with.
2. Block 603 Lot 14 Location Liberty Avenue is hereby released from any and all restrictions.
3. The Mayor is hereby authorized to execute this resolution and a notary public notarize the acknowledgment contained herein in accordance with law so that same may be recorded in the Hudson County Register's Office.

In Witness Whereof, the party of the City of Jersey City has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed that day and year first above written.

WITNESS


Robert Byrne, City Clerk

CITY OF JERSEY CITY

Steven M. Fulop, Mayor

City Clerk File No. 10.N

Agenda No. MAR 27 2019

TITLE:

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 603 LOT 14 LOCATION LIBERTY AVENUE

STATE OF NEW JERSEY)

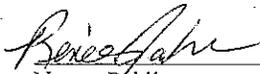
SS:

COUNTY OF HUDSON)

BE IT REMEMBERED, that on this ^{27th} day of ^{MARCH} Two Thousand Nineteen, before me the subscriber, a Notary Public of the State of New Jersey personally appeared, Robert Byrne and made proof to my satisfaction that he is the City Clerk of Jersey City a municipal corporation of the State of New Jersey, that he well knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that the said seal was so affixed and the said instrument signed and delivered by Steven M. Fulop who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time subscribed his name to said instrument as a witness to the execution thereof.

Sworn and subscribed to
Before me this ^{27th} day
of MARCH 2019.

RENEE MICHELE JACKSON
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/31/2019



Notary Public



Robert Byrne, City Clerk

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator



Corporation Counsel

Certification Required

Not Required

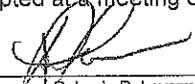
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												3-27-19	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
RIDLEY	✓			YUN	✓			RIVERA		ABSENT			
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓				
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓				

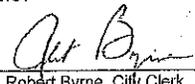
✓ Indicates Vote

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

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Full Title of Ordinance/Resolution

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 603 LOT 14 LOCATION LIBERTY AVENUE

Initiator

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	annmarie@jcnj.org

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

Resolution Purpose

The City placed a restriction on the deed of Block 603 Lot 14 Location Liberty Avenue indicating that the purchaser remove an existing municipal sewer line located on the property and construct a new municipal sewer line. The purchaser did comply with the conditions of sale by installing a new sewer line. Therefore, the restriction can be removed.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



555 ROUTE 440,
JERSEY CITY, NJ 07305

Joseph Coviello
Executive Director
John Folk
Director of Finance

BOARD OF COMMISSIONERS

Maureen Hulings
Chairperson
Jeannine Zampella
Vice-Chairperson
Maureen Nally
Secretary
Thomas M. Gibbons
Commissioner
Vincent Matria
Commissioner
Rahat A. Chatha
1st Alternate
Kathleen Hartye
2nd Alternate

February 21, 2019

Ms Ann Marie Miller
Director of Real Estate
City of Jersey City
280 Grove St.
Jersey City, NJ 07302

Ms. Miller:

This letter is to confirm that the JCMUA has inspected the new sewer installed at 586-588 Liberty Ave. We are satisfied with the work, and the JCMUA accepts the new sewer line as constructed.

Sincerely,



John Folk

CC; Richard Haytas, Chief Engineer

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

City Clerk File No. Res. 19-270

Agenda No. 10. 0

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING A LIEN AGAINST THE PROPERTIES LISTED HEREIN FOR THE COST OF REMOVING FROM THE PROPERTIES BRUSH, WEEDS, DEAD AND DYING TREES, STUMPS, ROOTS, NOXIOUS GROWTHS, FILTH, GARBAGE, LITTER AND DEBRIS IN ACCORDANCE WITH N.J.S.A.40:48-2.14 AND JERSEY CITY CODE SECTION 287-4

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, N.J.S.A. 40:48- 2.14 and Jersey City Code Sec 287-4 authorize municipalities by ordinance to require the owners of property to remove from their property or destroy brush, weeds, including ragweed, dead and dying trees, stumps, roots, obnoxious growths, filth, garbage, trash and debris within ten (10) days after notice to remove or destroy same; and

WHEREAS, N.J.S.A 40:48-2.14 and Sec 287-4 provide that if owners fail to remove brush, stumps, debris, etc. from the property after receiving such notice, the City may do the removal and charge the costs to the owner; and if not paid, the governing body may cause the cost to become a lien against the properties; and

WHEREAS, this lien may be enforced by the same officers and in the same manner as taxes; and

WHEREAS, pursuant to Jersey City Code Section 287-4, a Notice and Order directed the owners listed herein to remove from their property brush, stumps, debris, etc. within ten (10) days of the date of the Notice and Order; and

WHEREAS, the owners listed herein after receiving the Notice and Order failed to remove brush, weeds, debris, etc. from their property; and

WHEREAS, as a result, Department of Public Works (DPW) has removed the brush, stumps, weeds, etc. from the properties and sent the owners a bill for the removal, which has not been paid; and

WHEREAS, DPW has certified the cost of removal to the Council; and the Council has examined these costs and found them to be correct and reasonable.

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

1. The Council authorizes the Tax Collector of the City of Jersey City to cause the cost as shown herein to be charged against said properties as a lien:

- 1) 74-76 Bergen Ave Block 24904, Lot 6, 11/29/2018 \$1,100.55
- 2) 607 Bergen Ave Block 16603, Lot 21, 10/11/2018 \$506.28
- 3) 148 Bidwell Ave Block 24001, Lot 66, 12/14/2018 \$464.75
- 4) 223 Bidwell Ave Block 23402, Lot 12, 12/12/2018 \$812.35
- 5) 146-148 Cator Ave Block 28201, Lot 18, 12/11/2018 \$1,030.43
- 6) 124 Charles St Block 2603, Lot 42, 11/29/2018 \$864.60
- 7) 241 Clinton Ave Block 18303, Lot 10, 10/01/2018 \$327.25
- 8) 387 Communipaw Ave Block 20102, Lot 36, 11/15/2018 \$854.98
- 9) 22-22.5 Grant Ave Block 23201, Lot 28,29 11/14/2018 \$1,392.60
- 10) 41 MC Adoo Ave Block 27004, Lot 1, 10/29/2018 \$230.75
- 11) 125 Monitor St Block 17503, Lot 1, 11/01/2018 \$5,405.13
- 12) 162 Old Bergen Rd Block 29304, Lot 7, 11/09/2018 \$234.30
- 13) 138-148 Pine St Block 20304, Lot 2, 11/02/2018 \$416.63
- 14) 175 Van Nostrand Ave Block 26402, Lot 3, 12/19/2018 \$1,030.43
- 15) 343 Arlington Ave Block 19603, Lot 9, 01/02/2019 \$634.15

TITLE: **RESOLUTION AUTHORIZING A LIEN AGAINST THE PROPERTIES LISTED HEREIN FOR THE COST OF REMOVING FROM THE PROPERTIES BRUSH, WEEDS, DEAD AND DYING TREES, STUMPS, ROOTS, NOXIOUS GROWTHS, FILTH, GARBAGE, LITTER AND DEBRIS IN ACCORDANCE WITH N.J.S.A.40:48-2.14 AND JERSEY CITY CODE SECTION 287-4**

- 16)141 Bergen Ave, Block 23001, Lot 38, 01/13/2018 \$1,333.20
- 17)205 Danforth Ave, Block 28102, Lot 16, 11/30/2018 \$630.30
- 18)782 Grand St, Block 18705, Lot27, 01/02/2019 \$44.83
- 19)32 Jones St, Block 1704, Lot 35, 01/07/2019 \$347.60
- 20)114 Lincoln St, Block 2605, Lot 40, 01/09/2019 \$517.00
- 21)9 Myrtle Ave, Block 23703, Lot 12, 01/10/2019 \$331.10
- 22)193 Myrtle Ave, Block 23103, Lot 13, 01/02/2019 \$279.13
- 23)81 Orient Ave, Block 22503, Lot 34, 01/03/2019 \$44.83
- 24)81.5 Orient Ave, Block 22503, Lot 33, 01/03/2019 \$44.83
- 25)88 Poplar St, Block 702, Lot 39, 01/07/2019 \$457.88
- 26)34 Randolph Ave, Block 23703, Lot 11, 12/12/2018 \$587.40
- 27)277 Van Nostrand Ave, Block 25402, Lot 15, 12/19/2018 \$651.48
- 28)158 Woodlawn Ave, Block 25603, Lot 32, 01/03/2019 \$465.03

2. As authorized by N.J.S.A. 40:48-2.14, and Jersey City Code Section 287-4, such lien shall become part of the taxes assessed against the property and bear interest at the same rate, and may be enforced by the same officers and in the same manner as taxes.

TF/mma
03/01/19

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 –

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Full Title of Resolution

RESOLUTION AUTHORIZING A LIEN AGAINST THE PROPERTIES LISTED HEREIN FOR THE COST OF REMOVING FROM THE PROPERTIES BRUSH, WEEDS, DEAD AND DYING TREES, STUMPS, ROOTS, NOXIOUS GROWTHS, FILTH, GARBAGE, LITTER AND DEBRIS IN ACCORDANCE WITH N.J.S.A.40:48-2.14 AND JERSEY CITY CODE SECTION 287-4

Initiator

Department/Division	Law Department	
Name/Title	Peter J. Baker	Corporation Counsel
Phone/email	(201) 547-5180	PBaker@jcnj.org

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

Resolution Purpose

The purpose of this resolution is to secure a lien against the properties after receiving a Notice and Order who failed to remove brush, weeds, debris, etc. from their property. Authorizing

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

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

City Clerk File No. Res. 19-271

Agenda No. 10.P

Approved: _____

TITLE: **WITHDRAWN**



RESOLUTION APPOINTING CONSTANCE S. LUDDEN AS TAX COLLECTOR OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. 40A:9-141 authorizes the appointment of a municipal tax collector, whose term shall begin on January 22, 2019; and

WHEREAS, the Council considers Constance S. Ludden well-qualified to fill the office of Municipal Tax Collector.

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

1. Constance S. Ludden is appointed Tax Collector of the City of Jersey City pursuant to N.J.S.A. 40A:9-141; and
2. Her term shall commence January 22, 2019 and end December 31, 2019.

:igp
02/07/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certificatic

Not Requi

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				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

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Full Title of Ordinance/Resolution

RESOLUTION APPOINTING CONSTANCE S. LUDDEN AS TAX COLLECTOR OF THE CITY OF JERSEY CITY

Initiator

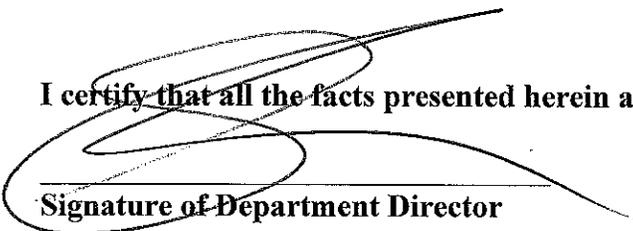
Department/Division	Mayor's Office	
Name/Title	Steven M. Fulop	Mayor
Phone/email		

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

Resolution Purpose

Resolution approving the appointment of Constance S. Ludden as Tax Collector for the City of Jersey City.

I certify that all the facts presented herein are accurate.



Signature of Department Director

2/7/18
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

February 7, 2019

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

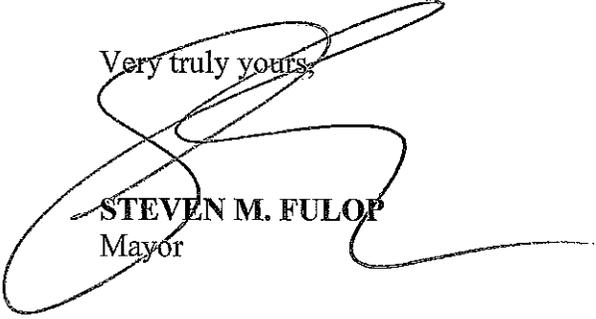
Re: Appointment of Tax Collector

Dear Council President and Members of the Municipal Council:

Pursuant to N.J.S.A. 2B:12-4(b), please be advised that I have appointed **Constance S. Ludden**, beginning January 22, 2019 and expiring December 31, 2019 as Tax Collector of the City of Jersey City.

In accordance with the aforementioned provisions, I respectfully request the advice and consent of the Municipal Council to this designation.

Very truly yours,


STEVEN M. FULOP
Mayor

SMF/igp

cc: Robert Byrne, City Clerk

Constance S. Ludden

Objective: To utilize my financial background and experience in the field of Municipal Tax Collection and Finance to maximum potential.

Experience: September 2015-Present Tax & Utility Collector, Borough of Highland Park, Middlesex County

All duties associated with the position of Tax Collector. All functions of Water & Sewer Utility including but not limited to loading/unloading meter reading guns, calculation and mailing of bills, scheduling of meter readers and enforcement of delinquencies.

January 2010 – Present Municipal Tax Collection Consultant

Assistance provided to various agencies in the field of tax collection. I provided phone support, on-site hands-on assistance and/or direction via e-mail. Advice given to assist municipalities in more efficient ways to perform tasks that will boost the rate of collection and improve the overall financial position of said municipality. Additional assistance given in all areas of tax collection depending on the results of the analysis; including serving as statutory officer. Specialization offered in the area of on-line, electronic tax sale, having successfully held 4 electronic tax sales.

March 2014 – June 2016 Consultant Tax & Utility, Borough of North Plainfield, Somerset County

Analysis and action to balance and bill 2014 Utility charges that were calculated \$950,000.00 under anticipation. Corrected and updated mis-matched accounts and reconciliation of charges. Preparation and performance of electronic/on-line tax sale. Re-structuring and re-organization of all files and personnel in the office. Continuing support given in the area of tax collection & sewer department complete with phone & e-mail availability.

Experience:

June 2012 - December 2013 Tax/Utility Collector/Tax Search Officer, Borough of Red Bank, Monmouth County

Duties included all phases of tax and utility collection, including re-alignment of office structure and employee responsibilities. Archived records from 1970's to current year, complete with labeling and submission to DARM for destruction. Full analysis of deductions and corrections as needed through the realignment of Tax Assessor's records. Analysis of utility accounts billed for other jurisdictions and corrections made to ensure proper billing. Streamlined utility readings and procedures for final readings. Reviewed and corrected account numbers, billing procedures and increased revenue collections for utilities. Performed the first on-line electronic tax sale in the State of New Jersey, selling 100% and increased premium receipts by 50%.

January 2007 - January 2010 Collector of Revenue/Deputy Tax Collector/Tax Search Officer Township of Edison, Middlesex County

Duties of Collector of Revenue focused on compliance of all Departments regarding 48 hour depository regulation, streamlining of receipt processing through central cashiering system and complete revamp of License and Permits division as well as the installation, maintenance and accounting of Edison Light Transit system. Duties of Deputy Tax Collector included all functions of the tax process in a State Fiscal Year municipality, including switching from State Fiscal Year to Transition Year and back to Calendar Year budget cycle. Wholly responsible for the development and implementation of on-line credit/debit, tax and utility payment system through JP Morgan Chase, as well as the accounting, reporting and posting functions. Complete conversion of Tax & Utility collections from Vital Computer Services to Edmunds. Increased percentage of collection to highest in past 20 years to over 99%. (Tax Collector maintained license and limited on-site hours) Supervision of 8 employees.

November 2003 – November 2006 Tax Collector/Tax Search Officer City of Plainfield, Union County

Duties included all functions associated with the tax collection process in a State Fiscal Year municipality. Integration of PMUA (Plainfield Municipal Utilities Authority) delinquencies, from different software vendor, enabled complete tax sale of all delinquencies. Assisted in the preparation and sale of non-performing City owned properties via open public auction process. Reduced number of municipal liens, through assignment, foreclosure and strict enforcement, from 125 to 10. Established and maintained lien records and accounting procedures associated with Jones Act assignments. Supervision of 8 employees.

Licenses:

Notary Public of New Jersey (1993)
Certified Tax Collector (1984) #T-831
Real Estate Salesperson (1983)

Education:

Readington Township Elementary/Hunterdon Central High School
Thomas Edison State College (45 credits)
Rutgers University Courses in Tax Collection & Finance

References:

Anthony Cancro, Business Administrator
Township of Plainsboro (formerly of Edison Twp.)
641 Plainsboro Rd., Plainsboro, NJ 08536
(609) 799-0909 anthony.cancro@springfield-nj.us

Patrick DeBlasio, CFO
Borough of North Plainfield
263 Somerset St., North Plainfield, NJ 07060
(732) 979-3702 pdeblasio@npsmail.org

Joseph Faccone, RMA Managing Partner
Samuel Klein & Company
1 Newark Center, Newark, NJ 07102
(973) 624-6100

Daphne Crum, Project Coordinator
Realauction.com
861 SW 78th Ave., Suite 102, Plantation, Fl. 33324
(954) 734-7400 dcrum@realauction.com

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

City Clerk File No. Res. 19-272

Agenda No. 10.Q

Approved: MAR 27 2019

TITLE:



RESOLUTION CELEBRATING ROSE FRANCHINI ON HER 100TH BIRTHDAY

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, Rose Franchini was born on March 20th, 1919 in downtown Jersey City, New Jersey. **Rose** lived in a 2 room apartment at 121 York Ave behind a candy store which her family owned. **Rose** learned at an early age the meaning of hard work by helping her father in the store; and,

WHEREAS, Rose Franchini attended Jersey City's public schools, Public School #1 for grammar school and then graduated in 1937 from Dickinson High School; and,

WHEREAS, Rose Franchini with the help of her sister, began working as a seamstress after graduating High School. **Rose** worked in a fashion design company in New York City. However in the 1940's, when WWII broke out, **Rose** took a 'bench job' in a secret room where she made and tested panels for torpedoes; and,

WHEREAS, Rose Franchini loved to travel. **Rose** used her earnings and traveled all over the world. **Rose** loved all the exotic places she visited including Europe, Africa, Israel and Asia; and,

WHEREAS, Rose Franchini moved to the Jersey City Heights neighborhood over 50 years ago and has been a parishioner of St. Nicholas Church for many years; and,

WHEREAS, Rose Franchini is a caring and thoughtful person, caring for her ailing mother, sister and brother well into her 90's.

NOW, THEREFORE, BE IT RESOLVED by the Jersey City Municipal Council that **Rose Franchini** is hereby recognized and honored on the occasion of her 100th birthday and wished happiness on this her special day and for many more to come.

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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. 19-273

Agenda No. 10.R

Approved: MAR 27 2019

TITLE:



RESOLUTION COMMEMORATING THE 79TH ANNIVERSARY OF THE KATYN FOREST MASSACRE

COUNCIL AS A WHOLE offered and moved adoption of the following resolution:

WHEREAS, in 1940, in the Katyn Forest near Smolensk, Russia, on Josef Stalin's orders, the Soviet Union N.K.V.D. secret police executed and buried in mass graves more than 20,000 Polish soldiers, officers, police officials, politicians, intellectuals, professors, priests, rabbis and many other national leaders who had been taken prisoner when the Soviet Union joined the German Nazi government in an invasion of Poland in September 1939; and

WHEREAS, in 1941, Nazi Germany invaded the Soviet Union, causing the Soviets to ally with Poland. As allies, the Soviets agreed to release Polish prisoners of war. At this time, the Polish government-in-exile realized a large number of prisoners of war were missing. Stalin insisted they had escaped; and

WHEREAS, on April 13, 1943, the Nazi German Army captured the area around Smolensk and discovered the mass graves, announcing to the world that the Soviets were responsible for the massacre. The Soviets accused the Germans of trying to undermine the Allies and blamed the massacre on the German Nazi Army. The Polish government-in-exile requested an investigation by the International Red Cross, which caused the Soviets to break their alliance with Poland and accuse them of treachery. In order to preserve the trilateral alliance against the Nazi Germany, the governments of Britain and the United States chose to overlook the massacre; and

WHEREAS, until the late 1980s, the Soviet Union categorically denied its involvement in the massacre and continued to blame the massacre on the German Nazi Army. In 1989, with the collapse of the Soviet government, Soviet leader Mikhail Gorbachev finally admitted that the Soviet N.K.V.D. had executed the Polish prisoners of war, and confirmed two other burial sites similar to the site at Katyn; and

WHEREAS, a statue dedicated to the Katyn Forest Massacre stands at Exchange Place on the Jersey City waterfront, depicting the wounds suffered by the prisoners of war and the nation of Poland; and

WHEREAS, on Sunday April 7, 2019, the Polish-American Congress, representatives of Polish veteran groups, and the Katyn Forest Massacre Memorial Committee, Inc. will hold a memorial service to honor the memory of the victims of the Katyn Massacre and the victims of the 2010 Smolensk Airplane Crash.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby applaud the efforts of the Polish American Congress and the Katyn Forest Massacre Memorial Committee, Inc. We urge all residents to participate in the memorial service honoring fallen heroes.

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											
3-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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. 19-274
 Agenda No. 10.S
 Approved: MAR 27 2019
 TITLE:



RESOLUTION WELCOMING KEVIN POWELL TO LINCOLN HIGH SCHOOL AND THE CITY OF JERSEY CITY

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, Kevin Powell is a native of Jersey City, raised by a single mother in extreme poverty, but managed to study at Rutgers University in New Brunswick thanks to New Jersey's Educational Opportunity Fund. **Kevin** has gone on to be the author of 12 books, including his newest title, *The Education of Kevin Powell: A Boy's Journey into Manhood*. It is a critically acclaimed and brutally honest memoir about his life, including his youth. **Kevin's** writings have also appeared in CNN.com, Esquire, Ebony, The Huffington Post, The Washington Post, Rolling Stone, The Guardian, ESPN.com and Vibe Magazine; and,

WHEREAS, Kevin Powell routinely appears in interviews on television, radio, and in print and on the Internet discussing major issues of our time. As an activist, **Kevin** is the president and co-founder of BK Nation, a new national, progressive, multicultural organization focused on such issues as education, civic engagement, leadership training, health and wellness, social media, arts and culture, and job and small business creation. **Kevin** was also a Democratic candidate for Congress in Brooklyn, New York, his adopted hometown, in 2008 and 2010; and,

WHEREAS, As a pop culture curator, Kevin Powell produced the first exhibit on the history of hip-hop in America at the Rock and Roll Hall of Fame in Cleveland, Ohio, which toured America and overseas. As a humanitarian, **Kevin's** work includes local, national and international initiatives to end violence against women and girls and extensive philanthropic and relief work; and,

WHEREAS, Kevin Powell is one of the most acclaimed political, cultural, literary and hip-hop voices in America today. As an acknowledgement of **Kevin's** life of public service and his dedication to literature and the arts, Cornell University recently became the owner of The **Kevin Powell** Collection, documenting nearly 30 years of his work to date in print, photos, videos, books, handwritten notes, speeches, and select memorabilia;

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Municipal Council that the City of Jersey City welcomes **Kevin Powell** back to his hometown and to Lincoln High School and looks forward to more visits from him in the future.

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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. 19-275

Agenda No. 10.T

Approved: MAR 27 2019



TITLE: A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT FUNDS AND A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE STATE OF NEW JERSEY PURSUANT TO THE GREEN ACRES DEVELOPMENT PROGRAM FOR THE RESERVOIR NO. 3 RECREATIONAL TRAIL PROJECT

COUNCIL Offered and moved adoption of the following resolution:

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition, development, and stewardship of lands for outdoor recreation and conservation purposes; and

WHEREAS, the Reservoir No. 3 Recreational Trail total project cost is \$1,179,113.17; and

WHEREAS, the State has offered to provide the City with a grant of \$884,334.88 for this project if the City provides funding in the amount of \$294,778.29; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

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

- 1) the Business Administrator is authorized to:
 - a. make application for such a loan and/or such a grant,
 - b. provide additional application information and furnish such documents as may be required, and
 - c. act as the authorized correspondent of the above named applicant; and
- 2) the Business Administrator is authorized to execute an agreement and any amendment thereto with the State known as the Reservoir No. 3 Recreational Trail Project; and
- 3) that the applicant has its matching share of the project, if a match is required, in the amount of \$294,778.29; and
- 4) that, in the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project.

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 Resolution

A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT FUNDS AND A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE STATE OF NEW JERSEY PURSUANT TO THE GREEN ACRES DEVELOPMENT PROGRAM FOR THE RESERVOIR NO. 3 RECREATIONAL TRAIL PROJECT

Initiator

Department/Division	Business Administration	
Name/Title	Melissa Kozakiewicz	Assistant Business Administrator
Phone/email	MKozakiewicz@jcnj.org	201-547-6587

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

Resolution Purpose

Authorizes an agreement with the State of New Jersey under the Green Acres Development Program in order to fund a recreational trail project at Reservoir No. 3.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

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

City Clerk File No. Res. 19-276

Agenda No. 10.U

Approved: MAR 27 2019



TITLE: **A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT FUNDS AND A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE STATE OF NEW JERSEY PURSUANT TO THE GREEN ACRES STEWARDSHIP PROGRAM FOR THE GATEWAY AND HAMILTON PARK RAIN GARDENS PROJECT**

COUNCIL Offered and moved adoption of the following resolution:

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition, development, and stewardship of lands for outdoor recreation and conservation purposes; and

WHEREAS, the Gateway and Hamilton Park Rain Gardens total project cost is \$125,319.85; and

WHEREAS, the State has offered to provide the City with a grant of \$93,989.90 for this project if the City provides funding in the amount of \$31,329.96; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

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

- 1) the Business Administrator is authorized to:
 - a. make application for such a loan and/or such a grant,
 - b. provide additional application information and furnish such documents as may be required, and
 - c. act as the authorized correspondent of the above named applicant; and
- 2) the Business Administrator is authorized to execute an agreement and any amendment thereto with the State known as the Gateway and Hamilton Park Rain Gardens Project; and
- 3) That the applicant has its matching share of the project, if a match is required, in the amount of \$31,329.96; and
- 4) That, in the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

R.R.
3-27-19

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 Resolution

A RESOLUTION AUTHORIZING AN APPLICATION FOR GRANT FUNDS AND A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE STATE OF NEW JERSEY PURSUANT TO THE GREEN ACRES STEWARDSHIP PROGRAM FOR THE GATEWAY AND HAMILTON PARK RAIN GARDENS PROJECT

Initiator

Department/Division	Business Administration	
Name/Title	Melissa Kozakiewicz	Assistant Business Administrator
Phone/email	MKozakiewicz@jcnj.org	201-547-6587

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

Resolution Purpose

Authorizes an agreement with the State of New Jersey under the Green Acres Stewardship Program in order to fund rain gardens at Gateway Park and Hamilton Park

I certify that all the facts presented herein are accurate.

MB
Signature of Department Director

3/20/19
Date

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

City Clerk File No. Res. 19-277

Agenda No. 10.V

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2020 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC SAFETY PROGRAM

COUNCIL
following resolution.

Offered and moved adoption of the

WHEREAS, the need to enforce and increase awareness in the areas of Pedestrian Safety, Aggressive Driving, Seatbelt Enforcement, and Driving While Intoxicated is essential to all motorists and pedestrians in Jersey City; and

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

WHEREAS; the Jersey City Police Department has developed a combination of enforcement and educational initiatives to increase motorists and pedestrian awareness and hopefully change behaviors; and

WHEREAS, the Jersey City Police Department desires to apply for reimbursement grant funding to be utilized for overtime funding during the time period of October 1, 2019 to September 30, 2020 and purchase commodities for educational items which promote safe walking and driving initiatives; and

WHEREAS, police overtime will be utilized to implement various enforcement strategies to increase safety and educate motorists and pedestrians; and

WHEREAS, the New Jersey Department of Law and Public Safety will determine the final grant award for the Jersey City Police Department upon review of Jersey City's application.

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, Division of Highway Traffic Safety, and
2. The funds will be used to purchase commodities to educate the public on traffic safety and reimburse for police overtime focusing on pedestrian safety, aggressive driving, seatbelt enforcement, and driving while intoxicated enforcement initiatives.

APPROVED: *Luana Maddy*
Business Administrator

APPROVED AS TO LEGAL FORM *R.R. 3-13-19*
Corporation Counsel

Certification Required
Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO		✓		ROBINSON	✓			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.

Bojando R. Lavarro, Jr.
Bojando R. Lavarro, Jr., President of Council

Robert Byrne
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 A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE FY 2020 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC SAFETY PROGRAM

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njcps.org

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

Contract Purpose

The Jersey City Police Department would like to apply for the New Jersey Division of Highway Traffic Safety 2020 Grant to support the Jersey City Comprehensive Traffic Safety Program. This grant will continue to provide the funding to support overtime salaries for enforcement initiatives such as DWI Checkpoints, DWI Roving Patrols, Seatbelt Enforcement, Aggressive Driving Enforcement, and Pedestrian Decoy Operations. Funding for commodities will be used to purchase children's activity books that will help spread safety messages to children when Community Relations Officers go to the schools, conduct traffic safety presentations, and distribute them during National Night Out.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

October 1, 2019 until September 30, 2020

Type of award

State Grant

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Jaclyn Marcazo
Signature of Department Director

3/12/19
Date

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

City Clerk File No. Res. 19-278

Agenda No. 10-W.

Approved: MAR 27 2019

TITLE:



RESOLUTION ACCEPTING FUNDS FROM THE 2019 ARBOR DAY TREE GRANT FROM THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

COUNCIL

offered and moved adoption

Of the following resolution:

WHEREAS, the New Jersey Sports and Exposition Authority (NJSEA) has authorized a grant for Arbor Day to the City of Jersey City (City); and

WHEREAS, it is the intent and the spirit of this grant to raise awareness of trees and the important role they play in our environment; and

WHEREAS, the City desires to accept these funds for the purpose of planting trees, providing shade for residents, creating an ecosystem to provide habitat and food for birds and other animals ; and

WHEREAS, a resolution accepting the funds in the amount of \$1,000.00 from the 2019 Arbor Day Tree grant will memorialize the commitment of the City to purchase various trees and is the City Council's consent to the efforts undertaken by the City and the requirements outlined by the NJSEA grant; and

WHEREAS, the City desires to accept the grant as a gift and is authorized to accept gifts pursuant to N.J.S.A 40A:5-29.

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

- 1) The City of Jersey City hereby accepts the funds of \$1,000.00 from the New Jersey Sports and Exposition Authority for the 2019 Arbor Day Tree grant; and
- 2) The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

PGS/sb
March 19, 2019

APPROVED: *Silvina Pagan* *for AGS*

APPROVED AS TO LEGAL FORM

R.R.
3-20-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 ACCEPTING FUNDS FROM THE 2019 ARBOR DAY TREE GRANT FROM THE NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Patrick G. Stamato	Director
Phone/email	201-547-4440 551-697-4576	pstamato@jcnj.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 to:

- ✚ The New Jersey Sports and Exposition Authority (NJSEA) has authorized a grant for Arbor Day to the City of Jersey City (City).
- ✚ The intent and the spirit of this grant to raise awareness of trees and the important role they play in our environment.
- ✚ The City desires to accept these funds for the purpose of planting trees, providing shade for residents, creating an ecosystem to provide habitat and food for birds and other animals.
- ✚ A resolution accepting the funds for \$1,000.00 from the 2019 Arbor Day Tree grant will memorialize the commitment of the City to purchase various trees and is the City Council's consent to the efforts undertaken by the City and the requirements outlined by the NJSEA grant.

Cost (Identify all sources and amounts)

[Empty box for cost information]

Contract term (include all proposed renewals)

[Empty box for contract term information]

Type of award

Grant Resolution

**If "Other Exception", enter type
Additional Information**

[Empty box for other exception information]

[Empty box for additional information]

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date 03/19/19.

Signature of Purchasing Director

Date



We Bring the World to New Jersey

MAR 14 2019

March 11, 2019

Hon. Steven Fulop
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Re: NJSEA 2019 Arbor Day Tree Grant

Dear Mayor Fulop,

I am pleased to announce that the New Jersey Sports & Exposition Authority has authorized an Arbor Day Tree Grant in the amount of \$1,000.00 for the purchase of trees for your municipality. This grant can be used for any variety of tree(s) of your choice.

Arbor Day plantings are a great way to raise awareness of trees and the important role that they play in our environment, from providing shade for residents and adding to your town's aesthetics to creating an ecosystem to provide habitat and food for birds and other animals. We encourage planting native trees such as Red Maple, Red Oak, Flowering Dogwood, Redbud, and Serviceberry. Should you need any assistance regarding the plantings and type of trees, feel free to contact Gaby Bennett-Meany, Senior Program Specialist at 201-460-4640 or email gbennett-meany@njsea.com.

Purchases should be made within 60 days of receipt of this letter. Payment of this grant will be furnished on a reimbursable basis. Please submit your invoice along with proof of payment and your reimbursement will be processed. You can send this information to NJSEA, 1 DeKorte Park Plaza, Lyndhurst, NJ 07071 (Attn: Paula Speers, Financial Operations and Contracts Manager), or via email pspeers@njsea.com.

The NJSEA is pleased to assist your municipality. Should you have any questions, please feel free to contact me.

Sincerely,

Vincent Prieto
President/CEO

cc: Marcos Vigil, Deputy Mayor

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

City Clerk File No. Res. 19-279

Agenda No. 10. X

Approved: MAR 27 2019



TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE JERSEY CITY SUMMER FOOD PROGRAM GRANT FOR CALENDAR YEAR 2019**

**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the State of New Jersey Department of Agriculture announced that it is accepting grant applications for the 2019 Summer Food Service Program (the "2019 Program") that must be submitted before April 1, 2019; and

WHEREAS, the City of Jersey City, Department of Recreation (the "City") has prepared an application for the 2019 Program to provide breakfast and lunch to families in Jersey City; and

WHEREAS, the 2019 Program is expected to run from June 24, 2019 through August 16, 2019 and is expected to serve approximately 3,690 children per day; and

WHEREAS, the City is requesting funding from the New Jersey Department of Agriculture to underwrite the 2019 Program; and

WHEREAS, the City must execute various documents in order to submit the application, and agree to the terms and conditions of the Summer Food Service Program, Fiscal Year 2019 Permanent Agreement, attached hereto as Exhibit A; and

WHEREAS, the City has reviewed such documents and wishes to participate in the 2019 Program through submission of all the required documents.

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

1. City of Jersey City officials are hereby authorized to submit a grant application to the New Jersey Department of Agriculture Summer Food Service Program for the 2019 Program;
2. The City accepts the Summer Food Service Program Permanent Agreement attached hereto, agrees to comply with its terms and conditions, and the Mayor or Business Administrator is authorized to execute the Summer Food Service Program Permanent Agreement and any other documents necessary to effectuate the purposes of this resolution.

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.B.
3-25-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

Rodolfo 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 SUBMISSION OF THE NJ DEPARTMENT OF AGRICULTURE APPLICATION FOR THE 2019 SUMMER FOOD SERVICE PROGRAM GRANT

Initiator

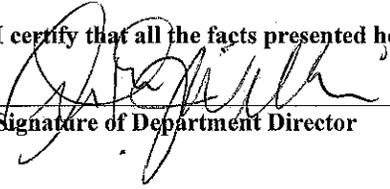
Department/Division	Department of Recreation	
Name/Title	Arthur Williams	Director
Phone/email	(201) 547-4537	ajwilliams@cnj.org

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

Resolution Purpose

To submit the NJ Department of Agriculture 2019 Summer Food Service Program Grant Application for 2019 allowing breakfast and lunch meal to be served to low income children in Jersey City at different camps, daycares, recreation sites and faith-based organizations from June 24 – August 16, 2019

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/19/2019
Date

City of Jersey City

Department of Recreation

2019

Summer Food Program

BID

PACKET

BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

- _____ *List of Prices
- _____ *Grand Total Bid Price
- _____ Alternate (s) with supporting documentation, if applicable
- _____ Substitutions, if applicable
- _____ ***BID BOND or CERTIFIED CHECK** for Ten (10%) Percent of the total bid amount, but not in excess of \$20,000.00
- _____ ***PERFORMANCE BOND** for 25% of the total bid amount
- _____ Non-Collusion Affidavit
- _____ *Statement of Ownership
- _____ Disclosure of Investment Activities in Iran Form
- _____ 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, Services and Professional Contracts, must be signed.
- _____ Form M/WBE-Minority/Woman Business Enterprise Questionnaire for Bidders
- _____ New Jersey Business Registration Certificate
- _____ *Written acknowledgement of addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2 (e)
- _____ Certification Regarding Suspension/Debarment
(Must be notarized and submitted with Bid only if total Bid amount exceeds \$100,000.00)

Failure to include the bid documents listed immediately above that are marked with an asterisk(*) shall result in the automatic rejection of the bid at time of the bid reception.

2019 SUMMER FOOD SERVICE PROGRAM

NOTICE TO BIDDERS

City of Jersey City - Dept. of Recreation, an approved sponsor in the State of New Jersey invites the submission of sealed bids for prepackaged breakfast and lunch meals meeting program requirements as described in the bid specifications and contract. Bids containing dual prices for one meal type that are tied to sponsor's ultimate level of meal service will be rejected. Contractors submitting bids must be registered in the State of New Jersey to participate in the 2019 Program. These meals are to be served to 3,175 children in the Summer Food Service Program, Monday-Friday. Delivery is to be made as per specifications and contract. Specifications and contract may be obtained as of Tuesday April 30, 2019 from the Division of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307. Sealed bids clearly marked on the outside envelope, SFSP along with a sample lunch are to be received by Tuesday, May 14th at 11:00 A.M. at the Division of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307.

****BOND REQUIREMENTS (to be added to notice if applicable)**

A bid bond in the amount of 10% percent of the estimated total amount of bid must accompany the bid. The bid bond must be from a company listed in the current Department of Treasury Circular 570 certified to do business in New Jersey. No other type of bid bond is acceptable.

*Percent cannot be less than 5 percent nor more than 10 percent of the amount of the bid.

Forms may be downloaded by going on-line to www.bidsync.com.

Questions by prospective bidders concerning this bid must be done on-line at www.bidsync.com.

Prospective bidders **must download bid specifications and all addendums from www.bidsync.com**. Failure to download bid specifications and acknowledge receipt of addendums may result in bid rejection.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado, Director, Division of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307. Bids sent by mail must be received by the Director of Purchasing no later than 4:00 P.M. of the last City business day before the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director. Bid Proposals must comply with specifications.

Bidders/Contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. The Equal Employment Opportunity/Affirmative Action rules require a careful reading. No firm may issue a contract unless it complies with these provisions. Mandatory Equal Employment Opportunity/Affirmative Action Languages and required forms may be obtained with the Proposal.

Bidders are also required to comply with the requirements of P.L. 2004 c. 57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of Treasury.

The Director of Purchasing reserves the right to reject any and all bids received, or portions thereof, if deemed to be in the interest of the City to do so.

Peter Folgado
Director of Purchasing

Insert Dates
April 30 and May 2, 2019

CHARGE TO: CITY OF JERSEY CITY
DIVISION OF PURCHASING
394 CENTRAL AVENUE, 2ND FLOOR
JERSEY CITY, NJ 07307

NJ SUMMER FOOD SERVICE PROGRAM
FOOD SERVICE MANAGEMENT COMPANY CONTRACT

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Attachments

- Schedule A: Sites Where Program Will Operate
- Schedule B: USDA Food and Nutrition Service SFSP Meal Pattern
- Schedule C: Attach Week 1 and Week 2 Cycle Menus
- Schedule D: Summer Food Service Program Food Specifications
- Schedule E: Transportation Certification
- Schedule F: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

SECTION B - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - A. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - C. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for restricting competition.
2. Each person signing this offer certifies that:
 - A. He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(A) through (1)(C) above; or B. He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (1) (A) through (1) (C) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(A) through (1) (C) above.

Signature of Bidder's Authorized Representative

Title

Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative

(Accepting a bidder's offer does not constitute award of the contract.)

Note: Sponsor and bidder shall execute this Certificate of Independent Price Determination.

SECTION C - INSTRUCTIONS TO BIDDERS

1. Definition

As used herein:

 - A. The term "bid" means the bidder's offer.
 - B. The term "bidder" means a food service management company submitting a bid in response to this invitation for bid.
 - C. The term "contractor" means a successful bidder who is awarded a contract by a Sponsor under the SFSP.
 - D. The term "food service management company" in this Food Service Management Contract means any commercial enterprise or public or private nonprofit organization which contracts with a sponsor to manage any aspect of the food service, including vendors which contract with a Sponsor to prepare unitized meals.
 - E. The term "food service management company," hereafter referred to as FSMC, means the document where the procurement is advertised. In the case of this program, the FSMC becomes the contract once both parties agree in writing to all terms and conditions of the FSMC.
 - F. The term "Sponsor" means the Service Institution which issues this FSMC.
 - G. The term "unitized meal" means an individual proportioned meal consisting of a combination of foods meeting the Summer Food Service Program (SFSP) meal pattern requirements. Milk and/or juice may be unitized with other components or be delivered in bulk. The state agency may approve exceptions to the unitized meal such as separate hot and cold packs.

Other terms shall have the meaning ascribed to them in the SFSP regulations (7 CFR Part 225).

2. Submission of Bids

- A. Bidders are expected to examine carefully the specifications, schedules, attachments, terms and condition of this FSMC. Failure to do so will be at the bidder's risk.
- B. Bids must be executed and submitted in duplicate. The bid must be securely sealed in a suitable envelope, addressed to the office issuing the FSMC and marked on the outside with the name of the bidder, bid number and date and time of opening. If accepted, this FSMC will become the contract, and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" will be governing should there be a variance between that copy of the bid and the other copy submitted by the bidder. No changes in the specifications or general conditions are allowed. Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid.
- C. Bids over \$100,000 must be accompanied by a bid bond in an amount equal to the percentage specified on page 1 times the aggregate amount of the bid. The bid bond must be from a surety company listed in the current U.S. Department of Treasury Circular 570. Bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids and (b) to the successful bidder as soon as upon execution of such further contractual documents and bond as may be required by the bid as accepted. No other form of bid bond is acceptable (cash, letter of credit, trust account, land, etc.).
- D. A copy of a current State of New Jersey wholesale license for the food preparation facilities issued by the State shall be submitted with the bid.
- E. A sample lunch that meets minimum requirements (unitized with or without milk) shall be submitted with the bid.
- F. A copy of the bidder's registration determination issued by the state agency shall be submitted with the bid.

Failure to comply with any of the above shall be reason for rejection of the bid.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the FSMC specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an FSMC will be furnished to all prospective bidders as an amendment of the FSMC, if such information is necessary to bidders in submitting bids on the FSMC, or if the lack of such information would be prejudicial to uninformed bidders.

4. Bidders Having Interest in More Than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

5. Time for Receiving Bids

Sealed bids shall be deposited at the sponsor's address no later than the exact time and date indicated on the face of this FSMC. Bids received prior to the time of opening will be securely kept, unopened.

6. Errors in Bids

Bidders or their authorized representatives are expected to inform themselves as to all conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the pleas of error. Neither law nor regulations make allowance for error either of omission or commission on the part of the bidders. In the case of error in extension of prices in the bid, the unit price shall govern.

7. Evaluation of Bidders/Award of Contract

- A. The contract will be awarded to that responsible bidder whose bid conforms to all the terms, conditions and requirements of the FSMC, and is the lowest total estimated amount.
- B. The sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
- C. The sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder who investigation shows is not able to perform the contract.

8. Late Bids, Modifications of Bids or Withdrawal of Bids

- A. Any bid received after the exact time specified for receipt of bids will not be considered.
- B. Any modification or withdrawal of bid is subject to the same conditions as in (A) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an

authorized representative, provided his or her identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

- C. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the sponsor will be considered at any time it is received and may be accepted.

SECTION D - SCOPE OF SERVICES

- 1. United States Department of Agriculture (U.S.D.A.) regulations 7 CFR Part 225, entitled Summer Food Service Program are hereby incorporated by reference.
- 2. Contractor agrees to deliver unitized meals inclusive of milk or juice to locations set out in Schedule A, attached hereto and made a part thereof, subject to the terms and conditions of this solicitation.
- 3. All meals furnished must meet or exceed USDA meal pattern requirements set out in Schedule B attached hereto and made a part hereof.
- 4. Contractor shall furnish meals as ordered by the sponsor during the period of operation specified on page 1 and as further specified in Schedule A.

SECTION E - UNIT PRICE SCHEDULE INSTRUCTIONS

1. Instructions for Unit Price Schedule - Section A

- A. Sponsor shall enter the first and last required delivery dates for meal service under Contract Dates (Commencement/Expiration).
- B. Bidder shall submit prices on the listed meal types based on the cycle menus set forth in Schedule C in the estimated quantities to be delivered to all the sites stated in Schedule A. As an example:

(1)	(2)	(3)	(4)	(5)
Meal Type	Estimated Number Of Servings (Meals) Per Day	Estimated No. Of Serving Days	Unit Price Per Meal	Estimated Total
Lunch				
Estimated Total Lunch				

- 1) Sponsor shall insert appropriate number of meal servings based on historical data, if available. This shall be done for each meal type. The sponsor may use discretion in choosing the number of meal servings. The sponsor should only choose the numbers which are appropriate for its meal servings.
 - 2) Sponsor shall fill in number of operating days during the contract period anticipated for each quantity shown for each meal type.
 - 3) Bidders shall insert appropriate unit prices in ink or typed for quantities of meal servings.
 - 4) Bidders shall calculate estimated total for each meal type and Total Estimated Amount of Bid.
- C. Unit prices are fixed for the term of this contract. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted prior to any previous adjustment or renewal, and shall not exceed:

For SFA's: the change in the Index Rate (as defined in Public Schools Contract Law, N.J.S.A. 18A:18A-1 et seq.) for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed.

For non SFA's: the price adjustment percentage rate allowable using the CPI index found at www.bls.gov/cpi/.

This contract shall be for a period of _____ months as listed on page 1 of this contract. Sponsor may enter into a contract addendum with the current FSMC for up to 4 additional Summer Food Service Program operational periods with mutual agreement of the Sponsor and the FSMC.

2. Evaluation of bids will be performed as follows:

- A. Multiply the estimated number of servings (meals) for each meal type by the estimated serving days and multiply this product by the unit price for this meal type.
- B. Add the estimated totals for each meal type to arrive at the total estimated amount of bid.

3. Pricing shall be based on the cycle menus described in Schedule C. All bidders must submit bids on the same cycle menus provided by the sponsor. Deviation from this menu cycle shall be permitted only upon authorization

of the sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g. condiments, utensils, etc.).

4. Number of Servings are estimated: They are the best-known estimates for requirements during the operating period. The sponsor reserves the right to order meals than estimated at the beginning of the operating period. Contractor will be paid at the applicable unit price rate for all meals delivered in accordance with this contract and SFSP regulations. Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approved level of meal service designated by the administering office of each site serving meals provided by the contractor.

5. Meal Orders

Sponsor will order meals on Monday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week and will include breakdown totals for each site and each type of meal.

The sponsor reserves the right to increase or decrease the number of meals ordered on a 48-hour notice, or less if mutually agreed upon between the parties to this contract.

6. Meal-Cycle Change Procedures

Meals will be delivered daily in accordance with the menu cycle which appears in Schedule C. Menu changes may be made only when agreed upon by both parties. When an emergency exists, which might prevent the contractor from delivering a specified meal component, the sponsor shall be notified immediately so substitutions can be agreed upon. The sponsor reserves the right to suggest menu changes within the contractor suggested food cost, periodically throughout the contract period.

7. Noncompliance

The sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, rejected meals not delivered within the specified delivery time, and meals rejected because they do not comply with the specifications. The sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost but will receive no adjustment in the event the meals are procured at lesser cost. The sponsor or inspecting agency shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

The SFSP regulations provide that statistical sampling methods may be used to disallow payments for meals which are not served in compliance with program regulations. If disallowances are made based on statistical sampling, the sponsor and the contractor will be notified in writing by the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

SECTION F - GENERAL CONDITIONS

1. Supervisions and Inspection of Facility

- A. The contractor shall provide management supervision always and maintain constant quality control to check for portion size, appearance and packaging, in addition to be quality of products.
- B. The contractor hereby agrees to supervise at its places of business the preparation and assembly of meals and to conduct quality control inspections to check portions, size and appearance of packaging as well as quality of product. Contractor recognizes right of representative of sponsor, New Jersey Department of Agriculture and/or representatives of the United States Department of Agriculture to inspect contractor's food service facilities at any time during contract period. Such inspection may proceed with or without notice to contractor.
- C. The contractor shall provide for meals which it prepares to be inspected periodically by the local health department or an independent agency to determine bacterial levels in the meals being served and for the results of the inspections to be submitted promptly to the sponsor and the state agency. Bacteria levels found shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

2. Record Keeping

- A. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the sponsor only if signed by sponsor's designee at the site.
- B. The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
- C. The books and records of the contractor pertaining to this contract shall be available for inspection and audit by representatives of the state agency, the U.S. Department of Agriculture, the sponsor and the U.S.

General Accounting Office at any reasonable time and place for a period of three years from the date of submission of the sponsor's final claim for reimbursement or until the final resolution of any outstanding investigations or audits.

- D. Sponsor shall notify contractor within 24 hours of notification of disallowed meals. This requirement in no way to be construed as to impair the independent duty of the state agency to disallow any portion of a claim for reimbursement or otherwise proceed in accordance with 7 CFR 225.13.

3. Method of Payment

- A. The contractor shall submit its itemized invoices to the sponsor weekly in compliance with Section 225.6(h)(2) (iv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. No payment shall be made unless the required delivery receipts have been signed by the site representative of the sponsor.
- B. The contractor shall be paid by the sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, neither the USDA nor the state agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the sponsor that are eligible for reimbursement.

4. Performance Bond Requirement (applicable to contracts over \$100,000)

The contractor shall provide the sponsor with a performance bond in the amount specified on page 1. The bond shall be executed by the contractor and a licensed surety company listed in the current U.S. Department of Treasury Circular 570. The bond shall be furnished not later than ten days following award of the contract. Upon satisfactory performance of contractor's contractual obligations and at the expiration of the contract term, contract shall be entitled to cancellation of performance bond.

5. Insurance

The Contractor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability and Automobile Liability coverage and shall be subject to approval for adequacy of protection.

Insurance requirements are as follows:

- a) Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- b) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- c) Automobile Liability in the amount of \$1,000,000 combined single limit, for bodily injury and property damage, covering all owned, non-owned and/or hired automobiles used in the course of the project and/or contract work.

Before commencing the work, the Contractor shall furnish the City certificates of such insurance upon execution of this Contract. Except for workers' compensation, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number if applicable.

The insurance policies described shall be kept in force for a period specified below.

- a) Commercial General Liability, Automobile Liability Coverage and Workmen's Compensation Insurance, shall be kept in force until submission of the Contractor's final invoice.

6. Availability of Funds

The sponsor reserves the right to cancel this contract if the federal funding to the SFSP is withdrawn. It is further understood that in the event of cancellation of the contract, the sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

7. Emergencies

- A. In the event of unforeseen emergency circumstances, the contractor shall immediately notify the sponsor by telephone or fax, of the following: (1) the impossibility of on-time delivery; (2) the circumstances precluding delivery; and (3) a statement of whether or failing deliveries will be affected. No payments will be made for deliveries made later than two hours after specified meal time began (lunch) and one hour after specified meal service time began for breakfast and supplement.
- B. Emergency circumstances at the site precluding utilization of meals are the concern of the sponsor. The sponsor may cancel orders provided the contractor is contacted by 7:00 a.m. on the day of delivery or in the time to "hold" or "recall" delivery if mutually agreed upon between the parties to this contract.
- C. Adjustments for emergency situations that affect the contractor's ability to deliver meals, or sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and sponsor.

8. Termination

- A. The sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing, in instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the sponsor

shall have the right, upon written notice, of the immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the sponsor. The sponsor shall process a procurement action on a competitive basis to arrive at a fair and reasonable price if the contractor was not required to be bonded in accordance with Section 225.15(m) (6) of the regulations.

- B. The sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employees of the sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the sponsor makes such findings shall be in issue and may be reviewed in any competent court.
- C. In the event this contract is terminated as provided in paragraph (B) hereof, the sponsor shall be entitled (i) to pursue the same remedies against the contractor it could pursue in the event of breach of the contract by the contractor, and (ii) to a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- D. The rights and remedies of the sponsor provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- E. This contract is expressly made contingent upon adequate funding from federal, state and local sources. In the event adequate funding is not available and sponsor is unable to satisfy its financial obligation hereunder, sponsor shall have the option to terminate this contract upon five days written notice to contractor. If contract is terminated in this manner, sponsor shall be released from liability for food ordered by contractor but shall remain liable for food prepared for delivery by contractor before notice is given.
- F. Should contractor default in timely or adequate performance of any of its obligations hereunder sponsors may, upon notice to contractor and state agency, utilize program payments to satisfy the debts or obligation owed sponsor by contractor.
- G. Sponsor and contractor agree that sponsor may cancel contract within 72 hours' notice to the contractor and with approval of the state agency for any one or more of the following documented reasons.
- 1) Sponsor disallows 5 percent of all meals delivered in one week or 10 percent of any meal type for one week.
 - 2) Contractor fails to deliver any one meal type on any day without sufficient justification.
 - 3) Ten percent (10%) of a sponsor's sites under this contract, over a one-week period, received meal delivery outside of the approved time.
 - 4) Five percent (5%) of the meals delivered over a one-week period, under this contract, did not follow the approved menu cycle (Schedule C).
 - 5) Any part of this contract was assigned or subcontracted to another company for the preparation of the meals.
- H. Contractor may cancel this contract for the following documented reason:
- An excess of five percent (5%) of the meals delivered under this contract, over a one-week period were disallowed by the state agency and are attributed to sponsor's failure to meet its responsibilities under this contract or agreement with the state agency.

9. Subcontracts and Assignments

- A. The contractor shall not subcontract for the total meal, or for the assembly of the meal; and shall not assign, without the advance written consent of the sponsor, this contract or any interest therein.
- B. In the event of any assignment, the contractor shall remain liable to the sponsor as principal for the performance of all obligations under this contract.
- C. Contractors which prepare and assemble frozen meals designed to be served hot may, with the approval of the state agency, subcontract for the heating and delivery of pre-packaged meals for hot service. The heating and delivery must be performed by the same subcontractor.

10. Specifications

A. Packaging

- 1) Hot Meal Unit - Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204 degrees Celsius) or higher.
- 2) Cold Meal Unit (or Unnecessary to Heat) - container and overlay to be plastic or paper and non-toxic.
- 3) Sandwich is to be individually wrapped in addition to the overlay on the container.
- 4) Cartons - Each carton to be labeled. Label to include:

- A) Processor's name and address (plant)
 - B) Item identity, meal type
 - C) Date of production
 - D) Quantity of individual units per carton
- 5) Meals shall be delivered with appropriate nonfood items: condiments, straws for milk, napkins, single service ware etc. Sponsors shall insert the types of condiments that are necessary for the meals on Schedule C.
 - 6) Individual containers shall be delivered in cartons constructed to prevent damage to the containers inside. An equal number of containers must be in each carton, except one, which may have fewer to allow for the exact number of meals ordered.
 - 7) The sponsor may require that contractor provide means for maintaining adequate temperatures of meals after delivery for a period that covers said meal service (i.e. two hours for lunch, one hour for all other meal types).
 - 8) All containers shall have, on file, the name of the supplier, the telephone number, and a product label specifying ingredients for any food product unitized for meals under this contract. The contractor shall be able to immediately supply this information to the sponsor, state agency or health department for any meal served at any site listed on Schedule A.
 - 9) All components of a cold meal shall be unitized in a container before delivery to a site. Container and overlay shall be plastic, paper, non-toxic metallic or biodegradable material. Milk and/or juice may be enclosed in the unitized container.
 - 10) All components of a hot meal shall be unitized on one or two containers before delivery to site. If two containers are used, one will store the hot and one the cold portions of the meal. Container and overlay should be an in tight closure and shall be aluminized or non-toxic metallic or biodegradable nonflammable material. Milk may be enclosed in the cold portion container.
 - 11) Containers shall be sufficient strength to prevent crushing of food and shall package the meals so that they are completely unexposed to the elements.

B. Delivery

- 1) Meals are to be delivered daily, unloaded and placed in the designated location by the contractor's personnel at each site and serving time listed on Schedule A.
- 2) The contractor shall be responsible for delivery of meals at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to ensure that wholesomeness of food at delivery in accordance with state or local health codes.
- 3) The sponsor reserves the right to add or delete food service sites by amendment on the initial list of approved sites in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the program at each site (established under Section 225.6(d)(2) of SFSP regulations). The sponsor shall notify contractor by providing an amendment to Schedule A of all sites which are approved, canceled or terminated after acceptance of this contract and of any change in the approved level of meal service for a site. Such amendments shall be provided within 48 hours or less.
- 4) The delivery of more than one meal type per day at any site shall be made separately within one hour of the beginning of meal service for lunch and within one-half hour of the beginning of meal service for breakfast or supplement and in accordance with the serving time schedule (Schedule A). Where holding facilities have been approved by state agency, contractor can deliver two meal types together according to the meal service time for early meals. Where emergency affects the ability of contractor to deliver meals separately or sponsor to utilize meals delivered separately, each situation is to be resolved by agreement of contractor, sponsor and state agency.
- 5) The contractor must provide exactly the number of meals ordered. Counts of meals will be made by the sponsor at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of reimbursable meals is determined.
- 6) The contractor shall provide sponsor with a separate listing of sites to be serviced by each truck used for delivery one week prior to the first day of meal service.
- 7) Hot and cold portions of meals must be delivered at the same time.
- 8) Cold meals shall be delivered at the site at a maximum temperature of 45 degrees Fahrenheit but shall not have a temperature of less than 32 degrees Fahrenheit at scheduled time for meal service.
- 9) The vehicle and/or carton unitized to deliver cold meals shall have the capability of keeping the product below 45 degrees Fahrenheit until time of site delivery.
- 10) Hot meals shall be delivered at the site at a temperature of at least 140 degrees Fahrenheit but shall not exceed 160 degrees Fahrenheit at scheduled time for meal service.

- 11) The vehicle or carton utilized to deliver hot meals shall have the capability of keeping the product above 140 degrees Fahrenheit until time of site delivery.

C. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

D. Food Specifications

- 1) All meals must meet the food specifications and quality standards as set forth in Schedule D, and conform to the menu cycle on Schedule C.
- 2) All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.
- 3) Milk and milk products are defined as: "pasteurized fluid types of flavored or unflavored whole milk, low fat milk, skim milk or cultured buttermilk which meet state and local standards for such milk. All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and consistent with state and local standards for such milk." Milk delivered hereunder shall conform to these specifications.

SECTION G – GENERAL PROVISIONS

1. Equal Employment Opportunity

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by regulations at 41CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Contract Work Hours and Safety Standards Act

The Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by U.S. Department of Labor regulations (29 CFR part 5). *[Contracts more than \$2500 that involve employment of mechanics or laborers.]*

3. Environmental Protection/Energy Conservation

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). *[Contracts more than \$100,000.]*

The Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. Byrd Anti-Lobbying Amendment

If the amount of this contract exceeds \$100,000, Contractor confirms that it has filed the required certification under 31 U.S.C. 1352, that it has not and will not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

UPDATE INFORMATION, SIGN & DATE:

SIGNATURE OF AUTHORIZED SPONSOR REPRESENTATIVE:

DATE: 2/26/19

Agreement No.: 09-0021
 Vendor ID: V22600201305
 Sponsor: JERSEY CITY DEPT OF RECREATION
 CAVEN POINT COMPLEX
 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800

DUNS NO.: 831438275

Congressional District:

Effective Date: 06/25/2018
 Approval Date: 10/26/2018

Update RED Ink only
Verify meal this

Site	Name/Address	Ph:	Days	Incl. Wthr	Bfst ALMS	Time AM Bfst Sppl	AM Sppl ALMS	Time AM Sppl	Lnch ALMS	Time PM Lnch Sppl	PM Sppl ALMS	Time PM Sppl	Dinn ALMS	Time Dinn	Del	Active
A 001	GREATER TABERNACLE 2281 KENNEDY BLVD JERSEY CITY, NJ 07304	(201)433-2009	0	25	35	09:30			25	35	12:00				S	A
		From: 6/25/2018	Days of Operation: M,T,W,TH,F													
		To: 8/19/2018	Comments: CLOSED JULY 4TH													
A 016	TRINITY FAITH CHURCH 1944 JFK BLVD JERSEY CITY, NJ 07305	(201)209-0404	0	20	30	08:30			20	30	11:30				S	A
		From: 6/25/2018	Days of Operation: M,T,W,TH,F													
		To: 8/19/2018	Comments: CLOSED JULY 4TH													
A 036	EDUCATION WORKS 300 MORRIS PESIN DR. JERSEY CITY, NJ 07035	(201)432-1912	0						25	30	12:00				S	A
		From: 7/5/2018	Days of Operation: M,T,W,TH,F													
		To: 8/6/2018	Comments: CLOSED JULY 4TH													
A 044	KENNEDY DANCERS 78 CENTRAL AVE JERSEY CITY, NJ 08032	(201)659-2190	0	10	15	09:00			10	15	12:00				S	A
		From: 7/2/2018	Days of Operation: M,T,W,TH,F													
		To: 8/9/2018	Comments:													

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021
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 CAVEN POINT COMPLEX
 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800
 DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Ph:	Days	Incl	Bfst	Bfst	Time AM	AM	Time	Sppl	AM	Lnch	Lnch	Time PM	PM	Sppl	PM	Dinn	Dinn	Time	ALMS	Dinn	Dei	Active
A 057	BETHANY LUTHERAN 2015 KENNEDY BLVD JERSEY CITY NJ, NJ 07304	(201)432-8773		O	50	60	09:00					50	60	12:00									S	A
		From: 6/27/2018 To: 8/16/2018	Days of Operation: M,T,W,TH,F Comments: CLOSED JULY 4TH																					
A 060	ST PAULS CHURCH 38 DUNCAN AVNUE JERSEY CITY, NJ 07304	(201)874-4404		C	60	70	08:30					60	70	12:00									S	A
		From: 06/25/2018 To: 08/17/2018	Days of Operation: M,T,W,TH,F Comments: CLOSED JULY 4TH																					
A 076	JC REC PERSHING FIELD 201 CENTRAL AVE JERSEY CITY, NJ 07306	(201)547-4297		F	100	110	09:15					100	110	12:15									S	A
		From: 7/2/2018 To: 8/16/2018	Days of Operation: M,T,W,TH,F Comments:																					
A 083	ST. MARKS SUMMER CAMP 427 WEST SIDE AVE JERSEY CITY, NJ 07304	(646)387-4807		O	80	90	09:00					80	90	12:00									S	A
		From: 6/27/2018 To: 8/16/2018	Days of Operation: M,T,W,TH,F Comments: CLOSED JULY 4TH																					

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

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 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800
 DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Ph:	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst	AM Sppl ALMS	Time AM Sppl	Lunch	Lunch ALMS	Time PM Lunch	PM Sppl ALMS	Time PM Sppl	Dinn ALMS	Time Dinn	Del	Active
A 103	REMARKABLE MOSSI 453 MLK DRIVE JERSEY CITY, NJ 07305	(201)333-7337		O		10	15 09:30				30	40 12:45						M A
		From: 6/25/19	Days of Operation: M,T,W,TH,F															
		To: 8/16/19	Comments: CLOSED JULY 4TH															
A 113	MILLER BRANCH LIBRARY 489 BERGEN AVE JERSEY CITY, NJ 07304	(201)547-4551		O							25	35 12:00						S A
		From: 6/25/19	Days of Operation: M,T,W,TH,F															
		To: 8/16/19	Comments: CLOSED JULY 4TH															
A 116	NEW CITY KIDS 240 FAIRMOUNT AVE JERSEY CITY, NJ 07304	(201)915-9896		F		50	60 08:30				50	60 12:00						S A
		From: 6/27/19	Days of Operation: M,T,W,TH,F															
		To: 8/16/19	Comments: CLOSED JULY 4TH															
A 163	MONUMENTAL BAPTIST 121-124 LAFAYETTE STREET JERSEY CITY, NJ 07304	(201)673-3319		O		50	60 08:30				50	60 12:15						S A
		From: 7/1/19	Days of Operation: M,T,W,TH,F															
		To: 8/16/19	Comments:															

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

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 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6600
 DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst	AM Sppl ALMS	Time AM Sppl	Lunch	Lunch ALMS	Time PM Lunch	PM Sppl ALMS	Time PM Sppl	Dinn ALMS	Dinn Time	Del	Active
A 164	NEW MILLENIUM 45-47 MADISON AVENUE JERSEY CITY, NJ 07304	Ph: (201)332-5700 From: 6/2/2019 To: 8/16/2019	C	70	80	08:30			90	100	12:00					S	A
		Days of Operation: M,T,W,TH,F															
		Comments: CLOSED JULY 4TH															
A 171	CURRIES WOODS 65-67 RUBY BROWN TERRACE JERSEY CITY, NJ 07305	Ph: (201)892-1444 From: 6/2/2019 To: 8/16/2019	O	50	60	08:45			50	60	12:00					S	A
		Days of Operation: M,T,W,TH,F															
		Comments: CLOSED JULY 4TH															
A 211	URBAN LGUE OF HUDSON CTY 253 MLK DRIVE JERSEY CITY, NJ 07305	Ph: (201)541-8888 From: 7/3/2019 To: 8/2/2019	F	40	50	08:30			40	50	12:30					S	A
		Days of Operation: M,T,W,TH,F															
		Comments:															
A 215	CAMP GOSPEL ROCK BETHANY 229-231 DWIGHT ST. JERSEY CITY, NJ 07305	Ph: (201)993-5331 From: 6/2/2019 To: 8/16/2019	C	30	35	08:00			30	40	12:00					M	A
		Days of Operation: M,T,W,TH,F															
		Comments: CLOSED JULY 4TH															

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

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 JERSEY CITY, NJ 073051634

Phone: (201)547-6800
 DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Ph	Add. Days	Incl Wthr	Bfst	Time AM	AM Sppl	Time AM	AM Sppl	Lnch	Lnch Time PM	PM Sppl	PM Sppl	Dinn	Dinn Time	Del	Active
C 244	GARDEN OF MUSTARD SEEDS 368 PALISADES AVE JERSEY CITY, NJ 07307	(201)424-2103		O	30	40 09:00				30	40 12:00						S A
		From	6/21/2017														
		To:	8/16/2017														
		Days of Operation:	M,T,W,TH,F														
		Comments:	CLOSED JULY 4TH														
A 245	HOLLAND GARDENS 237 16TH ST. JERSEY CITY, NJ 07302	(201)962-1694		F	50	60 09:00				50	60 01:00						S A
		From	6/21/2017														
		To:	8/16/2017														
		Days of Operation:	M,T,W,TH,F														
		Comments:	CLOSED JULY 4TH														
A 252	MARION GARDENS 73 DALES AVENUE JERSEY CITY, NJ 07305	(201)547-8939		F	40	50 09:00				40	50 12:00						S A
		From	6/21/2017														
		To:	8/16/2017														
		Days of Operation:	M,T,W,TH,F														
		Comments:	CLOSED JULY 4TH														
A 253	BOOKER T. WASHINGTON 74 FREEMONT ST. JERSEY CITY, NJ 07305	(201)780-6638		F	50	60 09:30				40	50 12:30						S A
		From	6/21/2017														
		To:	8/16/2017														
		Days of Operation:	M,T,W,TH,F														
		Comments:	CLOSED JULY 4TH														

New Jersey Department of Agriculture
 Division of Food and Nutrition
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 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800
 DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Ph:	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst Sppl	AM Time Sppl AM	Lnch	Lnch ALMS	Time PM Lnch Sppl	PM Time Sppl PM	Dinn	Dinn ALMS	Time Dinn	Del	Active
A 260	REACHING OUT DELIVERANCE 227 MLK DR JERSEY CITY, NJ 07305	(201)344-3340			0	100	110 09:30			100	110 12:30						M A
		From: 6/17/19 To: 8/16/19	Days of Operation: M,T,W,TH,F Comments: CLOSED JULY 4TH														
A 263	COMMUNITIES @ LAFAYETTE 471 PACIFIC AVE JERSEY CITY, NJ 07304	(201)395-0909			0	10	15 09:15			15	20 12:15						M A
		From: 7/9/19 To: 8/16/19	Days of Operation: M,T,W,TH,F Comments:														
A 268	HUDSON CTY SUMMER TENNIS LINCOLD PK TENNIS CT PROGRAM JERSEY CITY, NJ 07304	(201)927-1553			F	65	75 08:30			105	115 11:50						S A
		From: 7/9/19 To: 8/16/19	Days of Operation: M,T,W,TH,F Comments:														
A 278	HUDSON GARDENS 39 PALISADE AVE JERSEY AVE, NJ 07302	(201)780-9275			F	25	35 08:30			25	35 12:30						M A
		From: 7/9/19 To: 8/16/19	Days of Operation: M,T,W,TH,F Comments:														

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

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 CAVEN POINT COMPLEX
 1CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800

DUNS NO.: 831438275

Congressional District:

Site	Name/Address	Ph:	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	AM Time		Lnch	PM Time		Dinn ALMS	Dinn Dinn	Del	Active	
							Time AM	Sppl AM		Time PM	Sppl PM					
C 280	PRECIOUS MOMENTS CHILDCAR 113 STERLING AVE JERSEY CITY, NJ 07304	(201)451-8287			<input type="checkbox"/>	30	35	08:00			30	35	11:00			M A
		From: 6/24/2019	Days of Operation: M,T,W,TH,F													
		To: 8/16/2019	Comments: CLOSED JULY 4TH													
A 282	BRIGHT START 854 BERGEN AVE JERSEY CITY, NJ 07306	(201)946-0220			<input type="checkbox"/>	15	25	09:00			15	25	12:00			S A
		From: 7/6/2019	Days of Operation: M,T,W,TH,F													
		To: 8/16/2019	Comments:													
C 284	FUTURE STARS DAY CARE 123 BRUNSWICK ST JERSEY CITY, NJ 07302	(201)876-9292			<input type="checkbox"/>	29	34	08:30			29	34	11:00			M A
		From: 6/24/2019	Days of Operation: M,T,W,TH,F													
		To: 8/16/2019	Comments: CLOSED JULY 4TH													
A 287	BOYS AND GIRLS CLUB 225 MORRIS BLVD. JERSEY CITY, NJ 07302	(201)988-3395			<input type="checkbox"/>	60	90	08:30			115	125	12:00			S A
		From: 6/24/2019	Days of Operation: M,T,W,TH,F													
		To: 8/16/2019	Comments: CLOSED JULY 4TH													

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

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 CAVEN POINT COMPLEX
 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-5800
 DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Ph:	Days	Incl	Bfst	Bfst Time	AM Sppl	AM Sppl	Lunch	Lunch Time	PM Sppl	PM Sppl	Dinn	Dinn Time	Del	Active
A 289	KIDZ ACADEMY 793 WESTSIDE AVE. JERSEY CITY, NJ 07306	(201)839-5102	6/21/2019	8/16/2019	O	25	35	08:45	25	35	11:30					S A
		From:	Days of Operation: M,T,W,TH,F													
		To:	Comments: CLOSED JULY 4TH													
A 291	ALL ACCESS TO LIFE 1 CHAPEL AVE CAVEN POINT COMPLES JERSEY CITY, NJ 07305	(201)204-2040	6/21/2019	8/16/2019	F	115	125	08:00	115	125	12:00					S A
		From:	Days of Operation: M,T,W,TH,F													
		To:	Comments: CLOSED JULY 4TH													
A 294	NEW REDEEMER REFORMED. EPSCPL 734 OCEAN AVE., JERSEY CITY, NJ 07305	(201)589-7799	6/21/2019	8/16/2019	O	30	40	09:00	30	40	12:00					S A
		From:	Days of Operation: M,T,W,TH,F													
		To:	Comments: CLOSED JULY 4TH													
A 313	OCEAN AVE BAPTIST CHURCH 735 OCEAN AVENUE JERSEY CITY, NJ 07305	(201)432-5649	6/21/2019	8/16/2019	O	35	45	08:30	35	45	12:30					S A
		From:	Days of Operation: M,T,W,TH,F													
		To:	Comments: CLOSED JULY 4TH													

New Jersey Department of Agriculture
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 JERSEY CITY, NJ 073051634

Phone: (201)547-6800

DUNS NO.: 831438275

Congressional District:

Site	Name/Address	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst	AM Time Sppl ALMS	PM Time Sppl ALMS	Lunch	Lunch ALMS	Time PM Lunch	PM Sppl ALMS	PM Sppl ALMS	Dinn ALMS	Dinn ALMS	Del	Active
A 319	JOHNSTON POOL 303 VAN HORNE ST JERSEY CITY, NJ 07306	Ph: (201)547-5003 From To: 6/16/2019		F					70	80	12:00					S	A
		Days of Operation: M,T,W,TH,F															
		Comments: CLOSED JULY 4TH															
A 322	YMCA @P.S #37 158 ERIE ST JERSEY CITY, NJ 07302	Ph: (814)261-7486 From To: 6/16/2019		O	15	25	08:30		15	25	12:00					S	A
		Days of Operation: M,T,W,TH,F															
		Comments: CLOSED JULY 4TH															
A 323	LIBERTY ALL STARS 139 CATOR AVE JERSEY CITY, NJ 07305	Ph: (201)240-0454 From To: 6/16/2019		F	40	50	08:30		40	50	12:00					S	A
		Days of Operation: M,T,W,TH,F															
		Comments: CLOSED JULY 4TH															
A 325	JC REC @MS #4 SUMMER FUN 107 BRIGHT STREET JERSEY CITY, NJ 07302	Ph: (201)538-1260 From To: 6/16/2019		O	100	110	09:00		100	110	12:00					S	A
		Days of Operation: M,T,W,TH,F															
		Comments: CLOSED JULY 4TH															

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021
 Vendor ID: V22600201305
 Sponsor: JERSEY CITY DEPT OF RECREATION
 CAVEN POINT COMPLEX
 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800

DUNS NO.: 831438275

Congressional District:

Site	Name/Address	Add. Days	Incl. Wthr	Bfst ALMS	Bfst Sppl	Time AM Bfst	AM Sppl	AM Sppl	Lnch ALMS	Lnch Sppl	Time PM Lnch	PM Sppl	PM Sppl	Dinn ALMS	Dinn Sppl	Del	Active	
A 325	JC RECREATION @ P.S. #22 264 VAN HORNE ST JERSEY CITY, NJ 07304	Ph: (201)538-1260 From: 7/15/2014 To: 8/10/2014	O	100		110 09:00			100	110	12:00					S	A	
		Days of Operation: M,T,W,TH,F																
		Comments:																
A 328	LITTLE PEOPLE FUN 195 CLAREMOUNT AVE JERSEY CITY, NJ 07305	Ph: (201)328-5458 From: 6/14/2014 To: 8/10/2014	O	35		45 08:00			35	45	12:00					S	A	
		Days of Operation: M,T,W,TH,F																
		Comments: CLOSED JULY 4TH																
A 336	SUMMER STEM PROGRAM 180 9TH STREET JERSEY CITY, NJ 07302	Ph: (201)478-1479 From: 7/22/2014 To: 8/2/2014	F	5		10 07:45			5	10	11:15					S	A	
		Days of Operation: M,T,W,TH,F																
		Comments:																
A 337	CHRIST OUR SAVIOR LUTHERA 15 BRINKEROFF STREET JERSEY CITY, NJ 07304	Ph: (201)333-0707 From: 7/8/2014 To: 8/9/2014	O	25		35 09:00			25	35	12:00					S	A	
		Days of Operation: M,T,W,TH,F																
		Comments:																

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Congressional District:

Site	Name/Address	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM	AM Sppl	Time AM	Sppl ALMS	Lnch	Lnch ALMS	Time PM	PM Sppl	Time PM	Sppl ALMS	Dinn	Dinn ALMS	Time Dinn	Del	Active	
A 339	PAL LEAGUE 183 OLD BERGEN ROAD JERSEY CITY, NJ 07305	Ph: (201)780-1636 From: 6/25/2019 To: 8/16/2019	<input type="checkbox"/>	<input type="checkbox"/>	30	40	08:30				30	40	11:30							S	A
		Days of Operation: M,T,W,TH,F																			
		Comments: CLOSED JULY 4TH																			
A 341	SUMMER TECH PRO FOR KIDS 140 MARTIN LUTHER KING DR JERSEY CITY, NJ 07305	Ph: (201)577-2645 From: 7/16/2019 To: 8/14/2019	<input type="checkbox"/>	<input type="checkbox"/>	10	20	09:00				10	20	12:00							S	A
		Days of Operation: M,T,W,TH,F																			
		Comments: CLOSED JULY 4TH																			
C 342	GOLDEN AGE LEARNING CTR 498 CENTRAL AVE JERSEY CITY, NJ 07307	Ph: (201)659-1135 From: 6/25/2019 To: 8/16/2019	<input type="checkbox"/>	<input type="checkbox"/>	5	10	08:00				5	10	11:00							S	A
		Days of Operation: M,T,W,TH,F																			
		Comments: CLOSED JULY 4TH																			
A 345	LIL MASTERS 43 CHARLES ST. JERSEY CITY, NJ 07307	Ph: (201)798-9437 From: 6/24/2019 To: 8/16/2019	<input type="checkbox"/>	<input type="checkbox"/>	20	30	08:00				20	30	12:00							S	A
		Days of Operation: M,T,W,TH,F																			
		Comments: CLOSED JULY 4TH																			

New Jersey Department of Agriculture
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 Summer Food Service Program - Schedule A

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 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800
 DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Add. Days	Incl. Wthr	Bfst	Time AM	Sppl AM	AM Time	Sppl AM	Lnch	Time PM	Sppl PM	PM Time	Sppl PM	Dinn	Time Dinn	Del	Active
A 347	ST. GEORGE SHENOUDA 835 BERGEN AVENUE JERSEY CITY, NJ 07306	Ph: (973)777-0913 From: 6/24/2019 To: 8/16/2019		O	50	60	09:30			50	60	12:30					S A
		Days of Operation: M,T,W,TH,F Comments: CLOSED JULY 4TH															
A 348	UNIVERSAL FULL GOSPEL 177-79 MARTIN LUTHER KING JERSEY CITY, NJ 07305	Ph: (201)850-0639 From: 6/24/2019 To: 8/16/2019		O	50	60	08:30			50	60	12:30					S A
		Days of Operation: M,T,W,TH,F Comments: CLOSED JULY 4TH															
A 351	TEAM WILDERNESS 2641 KENNEDY BLVD. JERSEY CITY, NJ 07305	Ph: (201)208-4568 From: 6/24/2019 To: 8/16/2019		F	20	30	09:00			20	30	12:00					S A
		Days of Operation: M,T,W,TH,F Comments: CLOSED JULY 4TH															
A 355	WEBB WASHINGTON SUMMER 213 PACIFIC AVENUE JERSEY CITY, NJ 07305	Ph: (201)598-9272 From: 7/22/2019 To: 8/16/2019		O	60	70	08:00			60	70	12:00					S A
		Days of Operation: M,T,W,TH,F Comments:															

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

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Phone: (201)547-6800

DUNS NO.: 831438275

Congressional District:

Site	Name/Address	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst	AM Sppl ALMS	Time AM Sppl	Lunch	Lunch ALMS	Time PM Lunch	PM Sppl ALMS	PM Sppl	Dinn	Dinn ALMS	Time Dinn	Del.	Active	
A 367	J.C. REC P.S. #40 88 GATES AVE JERSEY CITY, NJ 07305	Ph: (201)547-5003 From: 7/5/2019 To: 8/16/2019		<input type="checkbox"/>	85	95 09:00				85	95 12:00						S	A	
		Days of Operation: M,T,W,TH,F																	
		Comments:																	
A 369	LEARNING COMMUNITY CHARTE 2495 JFKENNEDY BLVD JERSEY CITY, NJ 07304	Ph: (908)294-0940 From: 7/6/2019 To: 7/27/2019		<input type="checkbox"/>	55	65 08:45				55	65 12:00						S	A	
		Days of Operation: M,T,W,TH,F																	
		Comments:																	
A 370	J.C REC P.S #39 214 PLAINFIELD AVE JERSEY CITY, NJ 07306	Ph: (201)541-5003 From: 7/5/2019 To: 8/16/2019		<input type="checkbox"/>	100	110 09:00				100	110 12:00						S	A	
		Days of Operation: M,T,W,TH,F																	
		Comments:																	
A 371	J.C REC P.S #23 143 ROMAINE AVE JERSEY CITY, NJ 07306	Ph: (201)547-5003 From: 7/5/2019 To: 8/16/2019		<input type="checkbox"/>	100	110 09:00				100	110 12:00						S	A	
		Days of Operation: M,T,W,TH,F																	
		Comments:																	

New Jersey Department of Agriculture
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Phone: (201)547-6800

DUNS NO.: 831438275

Congressional District:

Site	Name/Address	Add. Days	Incl. Wthr	Bfst ALMS	Bfst Sppl	AM Time	AM Sppl	AM Sppl	Lnch ALMS	Lnch Sppl	PM Time	PM Sppl	PM Sppl	Dinn ALMS	Dinn Sppl	Del.	Active
C 373	Gloria Robinson Court H2 322 Duncan Ave Jersey City, NJ 07305	Ph: (201)885-6304	0						30	40	12:00						S A
		From: 6/18/19	Days of Operation: M,T,W,TH,F		To: 8/16/19		Comments: CLOSED JULY 4TH										
A 375	Global Soccer Academy 1 Merseles St Jersey City, NJ 07302	Ph: (201)574-6120	0	25	35	08:30			25	35	11:30						S A
		From: 6/18/19	Days of Operation: M,T,W,TH,F		To: 8/16/19		Comments: CLOSED JULY 4TH										
A 376	Dr. Lena Edwards Academy Charter School 504 Bramhall Ave. Jersey City, NJ 07304	Ph: (201)433-5300	0	150	150	08:30			150	160	11:30						S A
		From: 6/18/19	Days of Operation: M,T,W,TH,F		To: 8/16/19		Comments:										
A 377	Jersey City Recreation #41 59 Wilkinson Ave. Jersey City, NJ 07305	Ph: (551)226-2265	0	90	100	09:00			90	100	12:00						S A
		From: 6/18/19	Days of Operation: M,T,W,TH,F		To: 8/16/19		Comments:										

New Jersey Department of Agriculture
 Division of Food and Nutrition
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 CAVEN POINT COMPLEX
 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Congressional District:

Site	Name/Address	Ph:	Incl. Days	Bfst Wthr	Bfst ALMS	Time AM Bfst Sppl	AM Time Sppl		Lnch ALMS	Lnch Time PM Lnch Sppl	PM Time Sppl		Dinn ALMS	Dinn Time ALMS Dinn	Del	Active
							AM	Sppl			PM	Sppl				
A 378	OLD BERGEN CHURCH 1 HIGHLAND AVE. JERSEY CITY, NJ 07306	(551)998-2530		0	30	40 08:00			30	40 12:00					S	A
		From: 7/1/2017 To: 8/16/2017	Days of Operation: M,T,W,TH,F		Comments: CLOSED JULY 4TH											
A 379	JOYS IN TEACHING SUMMER CAMP 508 GRAND ST. JERSEY CITY, NJ 07304	(201)515-5542		0	35	45 08:30			35	45 11:30					S	A
		From: 6/27/2017 To: 8/16/2017	Days of Operation: M,T,W,TH,F		Comments: CLOSED JULY 4TH											
A 380	DELIVERANCE YOUTH CAMP 247 OLD BERGEN ROAD JERSEY CITY, NJ 07305	(917)604-2908		0	40	50 08:15			40	50 12:00					S	A
		From: 6/27/2017 To: 8/16/2017	Days of Operation: M,T,W,TH,F		Comments: CLOSED JULY 4TH											
C 381	MACEDONIA REDEEM PENTECOSTAL CHURCH 204 MONTICELLO AVENUE JERSEY CITY, NJ 07305	(201)898-8871		0	40	50 09:00			40	50 12:00					S	A
		From: 07/09/2018 To: 08/17/2018	Days of Operation: M,T,W,TH,F		Comments:											

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Congressional District:

Site	Name/Address	Ph:	Incl. Days	Bfst Wthr	Bfst ALMS	Time AM Bfst	AM Sppl ALMS	Time AM Sppl	Lunch ALMS	Lunch Time PM	PM Sppl ALMS	PM Sppl	Dinn ALMS	Dinn Time	Del	Active	
A 382	THE JERSEY CITY SOCCER ASSOC. 1 CHAPEL AVE. JERSEY CITY, NJ 07305	Ph: (973)303-9713 From: 7/15/2019 To: 8/29/2019	C	40	50	08:00			40	50	11:45				M	A	
		Days of Operation: M,T,W,TH,F															
		Comments:															
C 383	CHRIST THE KING CAT CHUR. 768 OCEAN AVENUE JERSEY CITY, NJ 07305	Ph: (201)333-4863 From: 7/15/2019 To: 8/16/2019	O						25	35	11:30				S	A	
		Days of Operation: M,T,W,TH,F															
		Comments:															
A 384	P.A.C.O. 390 MANILA AVENUE JERSEY CITY, NJ 07302	Ph: (201)963-8282 From: 7/15/2019 To: 8/9/2019	O	40	50	09:00			40	50	12:00				M	A	
		Days of Operation: M,T,W,TH,F															
		Comments:															
A 385	J.C. REC @ P.S. #14 153 UNION STREET JERSEY CITY, NJ 07304	Ph: (201)547-5003 From: 7/15/2019 To: 8/16/2019	O	80	90	09:00			80	90	12:00				S	A	
		Days of Operation: M,T,W,TH,F															
		Comments:															

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 JERSEY CITY, NJ 073051634

Phone: (201)547-6800

DUNS NO.: 831438275

Congressional District:

Site	Name/Address	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM	AM Sppl	AM Sppl ALMS	Lunch	Lunch ALMS	Time PM	PM Sppl	PM Sppl ALMS	Dinn	Dinn ALMS	Del	Active
C 386	LORI'S LITTLE HELPERS 1763 KENNEDY BOULEVARD JERSEY CITY, NJ 07305	Ph: (201)435-6867 From 07/05/2018 To: 08/17/2018	O	18	23	09:00			18	23	12:00					S	A
		Days of Operation: M,T,W,TH,F															
		Comments:															
A 387	SKY CAMP 140 MLK DRIVE JERSEY CITY, NJ 07305	Ph: (201)759-5343 From: 7/8/2018 To: 8/16/2018	O	25	35	09:00			25	35	12:00					S	A
		Days of Operation: M,T,W,TH,F,SA															
		Comments:															
A 388	J.C REC. @ LIBERTY H.S 299 SIP AVE. JERSEY CITY, NJ 07306	Ph: (551)228-9987 From 07/09/2018 To: 08/10/2018	O	50	60	09:00			50	60	12:00					S	A
		Days of Operation: M,T,W,TH,F															
		Comments:															
A 389	NOISE GRANT (STEMCAMP) @ ST. PETERS 121 GLENWOOD 2ND FL. RM.2 JERSEY CITY, NJ 07304	Ph: (201)761-6353 From: 8/14/2018 To: 8/16/2018	O	20	30	09:30			20	30	12:00					S	A
		Days of Operation: M,T,W,TH,F															
		Comments:															
Count:	72	Total:	3302	3927	0	0	3587	4267	0	0	0	0	0	0	0	0	0

2,850

3,174

USDA Food and Nutrition Service
NJ Summer Food Service Program (SFSP)
SCHEDULE B

Meal Patterns

Breakfast Meal Pattern

Select All Three Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice, 1 and/or vegetable
1 grains/bread ²	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains

1. Fruit or vegetable juice must be full-strength.
2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

Lunch or Supper Meal Pattern

Select All Four Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice, 1 fruit and/or vegetable
1 grains/bread ²	1 slice 1 serving 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	2 oz. 2 oz. 2 oz. 1 large 1/2 cup 4 Tbsp. 1 oz. 8 oz.	lean meat or poultry or fish 3 or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds 4 or yogurt 5

1. Fruit or vegetable juice must be full-strength. Full strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
3. A serving consists of the edible portion of cooked lean meat or poultry or fish.
4. Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.
5. Yogurt may be plain or flavored, unsweetened or sweetened.

Snack (Supplement) Meal Pattern

Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup	fluid milk
1 fruit/vegetable	3/4 cup	juice, 1 fruit and/or vegetable

1 grains/bread ²	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	1 oz. 1 oz. 1 oz. 1/2 large 1/4 cup 2 Tbsp. 1 oz. 4 oz.	lean meat or poultry or fish ³ or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds or yogurt ⁴

-
1. Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.
 2. Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
 3. A serving consists of the edible portion of cooked lean meat or poultry or fish.
 4. Yogurt may be plain or flavored, unsweetened or sweetened.

NJ SUMMER FOOD SERVICE PROGRAM

SCHEDULE C

Attach A Copy of Week 1 and 2 Cycle Menus

NEW JERSEY DEPARTMENT OF AGRICULTURE
 DIVISION OF FOOD & NUTRITION
 SUMMER FOOD SERVICE PROGRAM
 PO BOX 334
 TRENTON NJ, 08625-0334

STATE AGENCY USE ONLY:
 Approved by _____ Date _____
 Expiration Date _____
 MO/DAY/YR

SPONSOR JERSEY CITY DEPARTMENT OF RECREATION
 Agreement # 09-0021
 Telephone 201-547-5279

**SCHEDULE C
 TEN DAY MENU PLANNER**

WEEK 1		DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
REQUIRED COMPONENTS		Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
FAST	1. Juice or Fruit or Vegetables (2)	Fruit Cocktail	1/2 c 4ozs.	Strawberry/Kiwi Juice	1/2 c 4ozs.	Orange	1/2 c 4ozs.	Banana	1/2 c 4ozs.	100% Apple Sauce	1/2 c 4ozs.
	2. Bread or Bread Alternate (3)	Corn Flakes Cereal	1 serv.	Blueberry Muffin	1 serv.	Rice Krispies Cereal	1 serv.	Cinamon Raisin Bagel	1 serv.	Cheerios	1 serv.
	3. Milk	2% White Milk	8 ozs.	2% Chocolate Milk	8 ozs.	2% White Milk	8 ozs.	2% Chocolate Milk	8 ozs.	2% White Milk	8 ozs.
AM SELECT 2	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
LUNCH	1. Meat or Meat Alternate (1)	Beef Salami	2 ozs.	Turkey Breast	2 ozs.	Beef Bologna	2 ozs.	Chicken Breast	2 ozs.	Beef Salami	2 ozs.
	2. Juice or Fruit or Vegetable (2)	100% Cran-Grape Juice	1/2 c 4ozs.	100% Orange/Pineapple Juice	1/2 c 4ozs.	100% Apple Juice	1/2 c 4ozs.	100% Grape Juice	1/2 c 4ozs.	100% Fruit Punch Juice	1/2 c 4ozs.
	3. Fruit or Vegetable	Nectarine	1/4 c 2ozs.	Plum	1/4 c 2ozs.	Carrot Sticks	1/4 c 2ozs.	Nectarine	1/4 c 2ozs.	Orange	1/4 c 2ozs.
	4. Bread or Bread Alternate (3)	Wheat Bread	1 serv.	Soft Roll	1 serv.	Wheat Bread	1 serv.	White Bread	1 serv.	Wheat Bread	1 serv.
	5. Milk	2% Chocolate Milk	8 ozs.	2% White Milk	8 ozs.	2% Chocolate Milk	8 ozs.	2% White Milk	8 ozs.	2% Chocolate Milk	8 ozs.
PM SELECT 2	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
DINNER	1. Meat or Meat Alternate (1)		2 ozs.		2 ozs.		2 ozs.		2 ozs.		2 ozs.
	2. Juice or Fruit or Vegetable (2)		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.
	3. Fruit or Vegetable		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.
	4. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	5. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.

* PLEASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SFSP NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT

(1) Cold cut meats with high water content, ie "Rolls" - Turkey Roll must = 2.5 ozs.
 (2) Peanut butter must = 4 tablespoons

(3) Sandwiches require 2 servings of bread.
 (4) Cold dry cereal must = 3/4 cup.

RECEIVED
 Agreement # 09-0021
 Telephone 201-547-5279

NEW JERSEY DEPARTMENT OF AGRICULTURE
 DIVISION OF FOOD & NUTRITION
 SUMMER FOOD SERVICE PROGRAM
 PO BOX 334
 TRENTON NJ, 08625-0334

STATE AGENCY USE ONLY:
 Approved by _____ Date _____
 Expiration Date _____
 MO/DAY/YR

**SCHEDULE C
 TEN DAY MENU PLANNER**

WEEK 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/>		DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
REQUIRED COMPONENTS		Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
B F A S T	1. Juice or Fruit or Vegetables (2)	Orange	1/2 c 4ozs.	Apple Sauce	1/2 c 4ozs.	Banana	1/2 c 4ozs.	Fruit Cocktail	1/2 c 4ozs.	Strawberry/Kiwi Juice	1/2 c 4ozs.
	2. Bread or Bread Alternate (3)	Blueberry Muffin	1 serv.	Corn Flakes Cereal	1 serv.	Cinnamon Raisin Bagel	1 serv.	Rice Krispies Cereal	1 serv.	Corn Muffin	1 serv.
	3. Milk	2% Chocolate Milk	8 ozs.	2% White Milk	8 ozs.	2% Chocolate Milk	8 ozs.	2% White Milk	8 ozs.	2% Chocolate Milk	8 ozs.
A M S N A C K	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
L U N C H	1. Meat or Meat Alternate (1)	Turkey Ham	2 ozs.	Beef Bologna	2 ozs.	Turkey Salami	2 ozs.	Beef Salami	2 ozs.	Chicken Breast	2 ozs.
	2. Juice or Fruit or Vegetable (2)	100% Grape Juice	1/2 c 4ozs.	Orange/Pineapple Juice	1/2 c 4ozs.	1000% Grape Juice	1/2 c 4ozs.	100% Apple Juice	1/2 c 4ozs.	100% Grape Juice	1/2 c 4ozs.
	3. Fruit or Vegetable	Carrot Sticks	1/4 c 2ozs.	Nectarine	1/4 c 2ozs.	Celery Stick	1/4 c 2ozs.	Plum	1/4 c 2ozs.	Orange	1/4 c 2ozs.
	4. Bread or Bread Alternate (3)	Soft Roll	1 serv.	Wheat Bread	1 serv.	White Bread	1 serv.	Wheat Bread	1 serv.	White Bread	1 serv.
	5. Milk	2% White Milk	8 ozs.	2% Chocolate Milk	8 ozs.	2% White Milk	8 ozs.	2% Chocolate Milk	8 ozs.	2% White Milk	8 ozs.
P M S N A C K	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
D I N N E R	1. Meat or Meat Alternate (1)		2 ozs.		2 ozs.		2 ozs.		2 ozs.		2 ozs.
	2. Juice or Fruit or Vegetable (2)		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.
	3. Fruit or Vegetable		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.
	4. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	5. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.

* PLEASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SFSP NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT
 * CHOOSE 2 COMPONENTS FOR SNACK / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER COMPONENT

(1) Cold cut meats with high water content, ie "Rolls" - Turkey Roll must = 2.5 ozs.
 (1) Peanut butter must = 4 tablespoons.
 (2) Juice for AM or PM snack must = 6 ozs.
 (3) Sandwiches require 2 servings of bread.
 (3) Cold dry cereal must = 3/4 cup.
 (3) Hot cereal must = 1/2 cup.

SCHEDULE D

NJ SUMMER FOOD SERVICE PROGRAM

FOOD PRODUCT SPECIFICATIONS

Attached are food product quality specifications and food packaging and delivery specifications which are to be used in conjunction with menus prepared for vended programs participating in the Child Nutrition Programs.

Product information is presented by "meal component" category. A publication available as a resource from FNS/USDA is Program Aid No. 1331, "Food Buying Guide for Child Nutrition Programs" which gives average yield information on over 600 food items. Copies of this document may be obtained upon request through the state agency.

Where applicable, reference is also made to either USDA, F.D.A. Standards of Identity. All meat and poultry products used must be produced in plants with USDA Meat and Poultry Inspection Service.

Reference is made to "brand names" of known quality for some foods. Products of equal quality may be used in place of these brand names.

Fresh fruits are indicated for almost every meal. All fruit should be of proper ripeness for eating and free of excess bruises. Fruit must not be overripe. Seasonal availability may require some substitutions for indicated fresh fruit.

BREAD/BREAD ALTERNATE AND CEREAL SPECIFICATIONS

All bread/bread alternates are listed for one (1) serving size.

Rice Flake Cereal (ready to eat) - Unsweetened, individual boxes, $\frac{3}{4}$ cup each or 1 ounce, whichever is less. Made of whole-grain or enriched or fortified cereal. Can only be served for breakfast or snack.

English Muffin - Made of whole-grain or enriched flour or meal. Weigh at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture OR 50 grams for 1 serving, 1.8 oz for 1 whole muffin for 2 servings.

Whole Wheat Bread - Ingredients - enriched flour (both whole wheat and white in varying amounts), shortening, sugar, yeast, salt and water plus optional ingredients. "Enriched Bread" as labeled must contain thiamin, riboflavin, niacin, iron and folic acid. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE in the Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

Cornflakes - Individual boxes, $\frac{3}{4}$ cup each or 1 ounce, whichever is less. Made from cooked paste or pearled hominy, malt, sugar, and other seasonings. Select unsweetened cereal, made from whole-grain or enriched cereal. Can only be served for breakfast or snack.

Rye Bread - 1 slice - whole-grain or enriched bread. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

Cinnamon Roll - Made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE, as indicated in the Code of Federal Regulations, Title 21, Part 17. Unfrosted weigh at least 50 grams or 1.8 ounces, frosted weigh 63 grams or 2.2 ounces, and contain approximately 35 percent moisture.

Bagel - Made of whole-grain or enriched flour. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture for $\frac{1}{2}$ bagel OR 50 grams, 108 ounces for a whole bagel.

Oat Flake Cereal (ready to eat) - Unsweetened, individual boxes, $\frac{3}{4}$ cup each or 1 ounce, whichever is less. Made of whole-grain or enriched or fortified cereal. Can only be served for breakfast or snack.

Biscuit - Enriched all-purpose flour must contain thiamin, riboflavin, niacin, folic acid and iron. Weigh at least 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

White Bread (enriched) 1 slice - Made of flour, shortening, sugar, yeast, salt and folic acid. Contain 62 percent total solids. "Enriched bread" must contain thiamin, riboflavin, niacin and iron. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHWE, Code of Federal Regulations, Title 21, Part 17. Each slice weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

Blueberry Muffin - Made of whole-grain or enriched flour or meal. Weigh at least 50 grams or 1.8 ounces (without blueberries) and contains approximately 35 percent moisture. This applies to all muffins except for corn muffins.

Raisin Bread - Optional ingredients may be added. Sweet dough containing eggs and higher quantities of sugar and fat than regular dough, may be used to make raisin buns. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, Code of Federal Regulations, Title 21, Part 17. Weighs at least 25 grams or 0.9 ounces and contains approximately 35 percent moisture.

Peanut Butter Cookie* - (Plain cookie) Minimum of 31 grams (1.1 ounces) or cookies with nuts, raisins, chocolate pieces, and/or fruit puree 63 gm or 2.2 ounces. Predominant ingredient must be whole-grain or enriched meal or flour. Provide the nutrient content equivalent to iron, thiamin, riboflavin, and niacin present in 25 grams serving of enriched white bread.

Hamburger Buns (Sesame Seed Buns) Bun - Rolls are made from the specific yeast dough of the breads described on page 31. Optional ingredients may be added. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in the Federal Code of Regulations, Title 21, Part 17. ½ roll should weigh 25 grams or 0.9 ounces containing approximately 35 percent moisture and 1 roll should weigh 50 gm or 1.8 ounces.

Hard Rolls and Dinner Rolls (Soft) Roll - Must be made of whole-grain or enriched flour or meal. This product will meet the "Standards of Identity" as defined by the Food and Drug Administration, DHEW, as indicated in Code of Federal Regulations, Title 21, Part 17. Should have a minimum weight of 25 grams or 0.9 ounces and contain approximately 35 percent moisture.

Dessert Cookies* - (This refers only to the cookies included on the Lunch/Supper Menus) Minimum serving of 14 grams or ½ ounce. Must be made from enriched or whole-grain flour or meal or cereals. Cookies (plain) minimum serving of 31 grams or 1.1 ounce. Cookies (with nuts, raisins, chocolate pieces and/or fruit puree) minimum serving of 63 grams or 2.2 ounces

**Note: You cannot serve cookies as a bread alternate at breakfast, lunch, or supper. You may serve cookies as a bread alternate in the snack if the primary ingredient is a whole-grain enriched flour or meal and the minimum weight of a serving of cookies (plain) is 31 grams or 1.1 ounces. Cookies (with nuts, raisins, chocolate pieces and/or fruit puree) minimum serving of 63 grams or 2.2 ounces. USDA recommends that cookies as a bread be served as part of a snack no more than twice a week. USDA recommends that cookies as a bread be served as part of snack no more than once in two weeks.*

FRUIT/VEGETABLE SPECIFICATIONS

Orange Juice - 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrate) sweetened or unsweetened U.S. Grade A.

Orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation. Juice should be practically free of defects, show no coagulation, having no noticeable seed particles, and have a normal flavor.

Celery Sticks - 3 sticks/each 4 inches long and ½ inch wide to equal ¼ cup serving. Bright, medium to light color. Fresh, firm, crisp branches. Free from noticeable blemishes or decay.

Carrot Sticks - 3 sticks/each 4 inches long X ½ inch wide to equal a ¼ cup serving.

Select medium to small size roots which are well-shaped, smooth, and solid and have good orange color. Carrots with considerable green color at the top require extra trimming. U.S. #1 carrots with 1-1/8-inch medium diameter.

Pineapple Juice - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) sweetened or unsweetened U.S. Grade A.

Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects. Juice should have a distinct flavor and no coagulation of pulp.

Nectarine - 2 ¼ inches to diameter, size 88-96. One nectarine equals ½ cup serving (medium).

Rich color and plumpness. Firm with slight softening along the seam. Orange-yellow color between the red areas.

Apple Juice - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) Clarified U.S. Grade A Fancy. Bright, typical color. Free from apple pulp, seeds or other sediments.

Orange - One orange equals $\frac{1}{2}$ cup serving (medium), 138 counts.

Heavy, firm, well-colored, well-formed fruit with fine textured skins.

Orange-Grapefruit Juice - 100 percent, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A.

Should have a good flavor and odor, bright, good color. Should not contain excessive amounts of pulp, seed particles or peel.

Apricots - Two medium apricots, approximately 1 $\frac{3}{8}$ -inch diameter, each, equal $\frac{1}{2}$ cup serving.

Select apricots having a bright, plump and juicy appearance with a uniform golden-orange color. Ripe apricots will yield to gentle pressure.

Raisins - Seedless, U.S. Grade A, small. Bulk 2- $\frac{2}{3}$ ounces = $\frac{1}{2}$ cup, individual packages, 1.3 - 1.5 ounces = $\frac{1}{4}$ cup fruit.

Similar varietal characteristics, good typical color, good flavor and development.

Tomato Slices - Large or extra-large, 2 $\frac{1}{2}$ - 2 $\frac{3}{4}$ inch diameter. Slice in $\frac{1}{4}$ inch slices. Two slices = $\frac{1}{4}$ cup.

Tomato Wedges - 5 X 6 size. $\frac{1}{4}$ tomato = $\frac{1}{4}$ cup.

Well-shaped, smooth, firm tomatoes, free from cracks, green or yellow sun-burned areas, blemishes and decay. Full red color and slight softening for immediate use.

Lettuce, Head - One piece = $\frac{1}{4}$ cup.

Lettuce, Leaf - One large leaf, untrimmed = $\frac{1}{4}$ cup. 1-pound AP equals 0.66 pounds ready to serve raw lettuce.

Green color, firm. Fresh outer leaves free from insects and noticeable discoloration or decay.

Orange-Pineapple Juice - 100 percent juice, pasteurized, fresh, canned, or reconstituted to single strength from concentrate (either canned or frozen concentrates). Sweetened or unsweetened U.S. Grade A.

Pineapple juice should have undiluted unfermented bright, light yellow to golden yellow color and be practically free of defects and orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation.

Pickle - Large size - 4 to 4- $\frac{3}{4}$ inches long. $\frac{1}{2}$ pickle = $\frac{1}{4}$ cup. Top quality cucumber pickles should be uniform in shape, almost cylindrical, with well-rounded ends, smooth and uniform color, and few defects that are obvious or objectionable.

Banana, petite - One banana, 150 count petite whole, equals. $\frac{3}{8}$ cup fruit.

Plump, firm bright colored fruit. Free from scars and bruises. For immediate use select solid yellow colored fruit, lightly flecked with brown.

Purple Plum - One whole raw plum equals $\frac{1}{2}$ cup fruit. Plums fresh purple, red or black size 45 and 50, 2 inches in diameter.

Well-formed fruit. Good color. Fairly firm to slightly soft state of ripeness. Fresh, bright appearance.

Tomato Juice - 100 percent juice, pasteurized, fresh, canned or reconstituted to single strength from concentrate (either canned or frozen concentrates) U.S. Grade A.

Tomato juice should have a color typical of well-ripened red tomatoes which have been properly prepared and processed. Juice should be practically free from defects, possess a good flavor, and have a good consistency.

Peach - 2- $\frac{1}{8}$ inches diameter, small, size 88 and 84. One peach equals $\frac{3}{8}$ cup (medium). One size 80 peach equals $\frac{1}{2}$ cup fruit.

Select fruits with plenty of red blush and free from signs of decay. They should be firm, not hard, and the skin between the red areas should have a yellowish cast rather than distinctly green.

Pear - 2- $\frac{1}{4}$ to 2- $\frac{3}{8}$ inches diameter (150 count). One pear equals $\frac{1}{2}$ cup serving (medium).

Select well-formed, smooth fruits free from scars and skin punctures. Firm fruit will ripen on standing.

Apple - 2- $\frac{1}{2}$ inches diameter. One apple equals $\frac{1}{2}$ cup (medium).

Select firm, crisp, well-colored apples. Flavor varies in apple and depends on the stage of maturity at time of picking. Immature apples lack color and are usually poor in flavor.

Tangerine - 2-3/8 inches in diameter. One tangerine equals 3/8 cup (medium, 120 count).

Select fresh bright fruits, generally well-colored, well-shaped, firm moderately heavy, and free from decay. Those with dull, dried skins or which are puffy and light in weight may have shrunken and dried flesh.

Grapes - Seedless, 14 grapes equal 1/2 cup, with seeds 12 grapes = 1/2 cup.

Plump, firm, well-colored, fresh looking, firmly attached to stem. Green fruit. Stems green and pliable.

Grape Juice - 100 percent juice, concord sweetened or unsweetened, U.S. Grade A.

Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor.

Watermelon - Approximately 27 lbs. each. 1/64 wedge = 1/2 cup.

MEAT/MEAT ALTERNATE SPECIFICATIONS

Meat Alternates

Eggs - Hard Boiled - Prepared from eggs, fresh, large shell. U.S. Grade A - Large. Uniform in size, clean, sound shell, free from foreign odors or flavors. Packed in Standard commercial shipping containers with good used packing materials.

American Cheese - Pasteurized, Processed Cheese - Processed cheese is a melted pasteurized blend of cheese and emulsifiers with or without added optional ingredients. Product must be USDA inspected processed cheese from a USDA approved plant. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.750.

Natural Cheddar Cheese - U.S. Grade A, aged 3-6 months. Not more than 39 percent moisture. Not less than 50 percent milk fat on the solid basis. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 19.500.

Peanut Butter - Smooth or chunky, U.S. Grade A (Skippy brand or equal). Peanut butter should have color that is medium brown to brown color roast. Peanut butter should be firmly set, smooth, pliable, and have good spread ability. Suitability seasoning and stabilizing ingredients may be added not more than 10 percent of the weight of the finished product. Product must conform to Standard of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 46.1.

Nuts and Seeds - Peanuts, soy nuts, tree nuts such as walnuts and seeds that are nutritionally comparable to meat or other meat alternates. Nuts such as acorns, chestnuts and coconuts are not acceptable due to their extremely low protein and iron values.

Poultry Items

Fried Chicken - 2 ounces (edible) cooked meat equals one serving. Cooked, frozen U.S. Grade A (Holly Farms or equals), the batter/breading shall consist of a flour type base with other ingredients as needed to product a desirable texture, flavor, and color. The finished product should be uniformly covered with batter and breading and have a uniform brown color, free from burnt areas. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.166.

Product shall be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs).

Chicken Roll - 1 1/2 ounces equals 1-ounce cooked lean meat. Empire poultry brand or equal. Form - fully cooked. Recommended points for specifications: Processing - chicken rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

Turkey Roll - 1 1/2 ounces equals 1-ounce cooked lean meat. (Specification based on USDA purchased turkey rolls donated to schools or equal quantity.) Form - fully cooked. Grade - process from U.S. Grade II or better quality. Processing - turkey rolls purchased fresh or frozen should be processed in their entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection) and

Agricultural Marketing Service (Poultry Grading Programs). Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 381.159.

Turkey Ham - 1.4 ounces equal 1-ounce cooked lean meat. Specifications based on USDA, FSIS Standard as published in Vol. 44, No. 177, August 31, 1979. Product must conform to Standard of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service), Part 381.17, Subpart P.

Meat Items

Corned Beef - 1-pound equals .42 pounds cooked lean meat. (Shur-Tenda brand or equal) (restaurant quality). Fully cooked, prepared from USDA Grade good or better. Processing - product must be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.100.

Roast Beef - Shur-Tenda brand or equal - restaurant quality. Fully cooked, prepared from USDA Grade good or better. Processing - product must be processed in its entirety in a plant operating under USDA's Animal and Plant Health Inspection Service (Meat and Poultry Inspection). Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.81.

Beef, Bologna - Oscar Mayer brand or equal. Bologna is a smoked fully cooked sausage. The meat components consist of beef very finely comminuted and stuffed in artificial or natural casings. The interior cut surface is smooth, fine-textured, light pink in background color, and finely mottled with evenly distributed light to dark red flecks. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

Cooked Beef Salami - Hebrew National brand or equal. Cooked beef salami is a smoked full cooked sausage. The meat components consist of moderately coarse-cut beef and finely comminuted beef with finely comminuted beef heart meat included in some formulas. Seasoning includes garlic and peppercorns. Salami is stuffed in artificial casings and measures from 3.5 to 4.5 inches in diameter. The interior cut surface is moderately coarse in texture and light to dark reddish-brown in color. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.180.

Boiled Ham, Cured, Boneless - 1.2 ounces unheated meal equals 1-ounce lean meat. Thumann's brand or equal. Selection No. 1 or Selection No. 2. The skinless, completely boneless, cured and smoked, fully cooked ham must be prepared from the regular short shank ham. The cured pork must be derived from sound, well-trimmed wholesale market and fabricated cuts. Product must be processed in a plant operating under USDA's Meat Inspection Service. Product must conform to Standards of Identity, Code of Federal Regulations, Title 9, Chapter III (Animal and Plant Health Inspection Service) Part 319.104. Yield on ham will vary depending if water added, 1.22 ounces ham water yields 1-ounce cooked ham, ham with natural juices 1.12 oz yields 1 oz lean ham.

Fish Items

Tuna Fish - Fancy or solid. The can usually contain large piece of chunks or firm flesh - packed in oil or water. Grade - Packed under Federal Inspection (PUF 1). Tuna fish "salad" may be prepared by mixing tuna fish with relish and/or chopped vegetables such as celery and onions. Vegetable oil or mayonnaise may be used as a moistening agency to "bind" the salad. Mayonnaise or Salad Dressing must not be mixed into the salad. A separate portion pack of mayonnaise may be placed in the unitized lunch/supper meal if desired.

SPECIFICATION - OTHER PRODUCTS

Milk - All milk products used must meet Federal, State and Local requirements for fluid milk.

Butter - U.S.D.A. Grade A or better. Salted or Unsalted.

Margarine Fortified - Product must conform to Standards of Identity, Code of Federal Regulations, Title (Food and Drug Administration) Part 45.1.

Yogurt - Plain, sweetened or flavored.

Jelly - Fruit portion packs minimum ½ ounce - Kraft brand or equal. Products must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 29.2.

Mayonnaise - Portion packs 1/3 ounce or more. Kraft brand or equal. Product must conform to Standards of Identity, Code of Federal Regulations, Title 21 (Food and Drug Administration) Part 25.1.

SCHEDULE E

NJ SUMMER FOOD SERVICE PROGRAM

TRANSPORTATION CERTIFICATION

1. Describe in detail the type of vehicle(s) and/or containers that will be utilized to provide adequate refrigeration and/or heating during delivery of all foods to ensure that temperatures remain in accordance with state and local health codes.

2. How many vehicles(s) will be utilized to meet the terms of this contract?

3. Will the delivery of meals for this contract be combined on the same truck with deliveries for other contracts? Yes, No

4. If bidding on preparation of hot meals, does the bidder have the capability to heat all meals at their State agency approved facility? If no, describe how the bidder proposes to meet the terms of this contract.

5. Will the delivery of the meals for this contract be subcontracted? Yes No

If yes, please provide the name, address, phone number and contract person below:

Certification

I certify that the above information accurately reflects how meals will be delivered and heated, if applicable. I further realize that any deviation from these statements may result in the cancellation of this contract by the sponsor.

Signature of Bidder

Date

SCHEDULE F**NJ Summer Food Service Program****Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<i>FSMC/VENDOR Name</i>	
<i>Name and Title of Authorized FSMC/VENDOR Representative</i>	
<i>FSMC/VENDOR Signature</i>	<i>Date</i>

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

COMPANY NAME

ADDRESS

CITY STATE ZIP CODE

TEL. NO.

FAX NO.

PROPOSAL

FOR:

Scaled bid proposals will be received, opened and read in public by the Director Of Purchasing, at 394 Central Avenue, 2nd Floor, Jersey City New Jersey, on _____, 20__ at 11:00 A.M.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Peter Folgado, Director, Division of Purchasing, 394 Central Avenue, 2nd Floor, Jersey City, NJ 07307. Bids sent by mail must be received by the Director of Purchasing no later than 4:00 P.M. of the last City business day before the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Director. Bid Proposals must comply with specifications.

CITY OF JERSEY CITY
ADDENDUM ACKNOWLEDGEMENT FORM
GOODS AND GENERAL SERVICES CONTRACTS

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT TO
BE SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive. Acknowledged receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Name of Bidder: _____

Street Address: _____

City, State, Zip _____

Authorized Signature: _____

Date: _____

Non-Collusion Affidavit

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

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

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

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 _____

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



CITY OF JERSEY CITY
DIVISION OF PURCHASING

394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307
P: 201 547 5156/5156 | F: 201 547 8595



STEVEN M. FULOP
MAYOR OF JERSEY CITY

PETER FOLGADO
DIRECTOR OF PURCHASING, O.P.A., R.R.O.

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am _____ of the firm of _____,
the Contractor who submitted the lowest responsible bid for the project known as

I executed the Proposal submitted to the City of Jersey City with the full authority to do
so. As of the date of execution of this Certification on this _____ day of _____,
20____, the firm of _____ has not been suspended or debarred
from submitting bid proposals by the United States of America, its departments,
divisions, and agencies or by the State of New Jersey, its departments, divisions, and
agencies.

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.

(Name of Contractor)

Signed By: _____

Dated: _____

Title: _____

Sworn and subscribed to before me
This _____ day of _____, 20____,

*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

WWW.JERSEYCITYNJ.GOV

TO: ALL VENDORS
FROM: PETER FOLGADO, DIRECTOR OF PURCHASING
SUBJECT: BID RESPONSE FORM

In keeping with our policy of evaluating and updating its bidding procedures, the city is requesting that all bid recipients who do not bid, return this form stating the reason(s).

Thank you in advance for your cooperation.

BID SUBJECT: _____

REASON(S) FOR NOT SUBMITTING A BID: _____

Name of Company: _____

Signature: _____

Title: _____

Date: _____

Please return this form to:

Mr. Peter Folgado
Director of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, NJ 07307

PROPOSAL

FOR: _____

The contract shall be signed by all parties within twenty-one (21) days (Sundays and Holidays excepted) from the award of said contract by the Municipal Council.

In the event that the parties miss this deadline, the parties may agree in writing to an extension of the time limit set forth above.

If the bidder is a Partnership under separate cover, list names of partners owning a ten percent (10%) or greater interest. If a corporation, list names of those stock holders holding ten percent (10%) or more of outstanding stock. (See attached form)

The City of Jersey City reserves the right in protection of the best interest of the City to waive any technical error, to reject any bid or any part thereof for any reason whatsoever.

Buy American Materials used in filling any contract resulting from this bid proposal must be of American manufacture or American grown-whenever available.

Delivery shall be F.O.B. Jersey City, Freight and other transportation charges are responsibility of the supplier and/or contractor.

Bidders/Contractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. No firm may be issued a contract unless it complies with these affirmative action provisions. The Affirmation Action rules require a careful reading.

Contractors for goods and services that are not subject to a federally approved or sanctioned affirmative action program shall submit to the public agency, after the notification of the award but prior to execution of a goods and services contract, one of the following three documents:

- I. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- II. A photocopy of a Certificate of Employee Information. Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- III. A photocopy of an Employee Information Report (Form AA 302) 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.

Refer to Exhibit A. (Mandatory Equal Employment Opportunity Language for goods, Professional Service and General Service Contracts) and additional Equal Employment Opportunity/Affirmative action requirements found at the back of the proposal. Any questions concerning compliance may be directed to: Jeana F. Abuan, AA/P.A.C.O. at 280 Grove Street, Rm 103, Jersey City, NJ 07302 and at telephone number (201) 547-4533 or to Peter Folgado, Director of Purchasing at 394 Central Avenue, Jersey City, NJ 07307 and at telephone number (201) 547-5156.

Bidders are also required to comply with the requirements of P.L. 2004, c.57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury.

This proposal is not transferable.

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Statement Shall Be Included with
All Bid and Proposal Submissions

Name of Business: _____

Address of Business: _____

Name of person completing this form: _____

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships, apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

- I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: _____

Address: _____

Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ____ day of _____, 20____.

(Affiant)

(Notary Public)

My Commission expires:

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

COMPANY NAME: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____
 Title: _____ Date: _____

Non-Collusion Affidavit

STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

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

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

(Signature of respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 _____

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



STEVEN M. FULOP
 MAYOR OF JERSEY CITY

PETER FOLGADO
 DIRECTOR OF PURCHASING, Q.P.A., R.P.P.O.

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am _____ of the firm of _____,
 the Contractor who submitted the lowest responsible bid for the project known as _____.

I executed the Proposal submitted to the City of Jersey City with the full authority to do so. As of the date of execution of this Certification on this _____ day of _____, 20____, the firm of _____ has not been suspended or debarred from submitting bid proposals by the United States of America, its departments, divisions, and agencies or by the State of New Jersey, its departments, divisions, and agencies.

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.

 (Name of Contractor)

Signed By: _____

Dated: _____

Title: _____

Sworn and subscribed to before me
 This ____ day of ____, 20__.

***Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00**

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:

Jean F. Abuan
Supvg. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547- 4538
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 employment goals 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): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____

Date: _____

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 Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance 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)



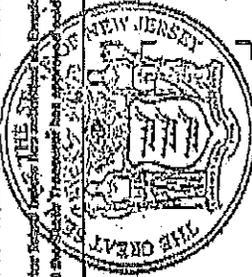
Sample Certificate of Employee Information Report

VOID

Certificate

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

THIS is to certify that the construction report filed for THE STATE OF NEW JERSEY, Department of Employee Information Report pursuant to N.J.A.C. 17:27-1.4 et seq. and that the report has been approved and is hereby approved for the period of 12/1/2010 to 12/31/2010.



State Treasurer

VOID

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
ERC Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE FORM MAY RESULT IN DELAYED PAYMENT OF YOUR CONTRACT. DO NOT SUBMIT TO A REPORT FOR SECTION B, ITEM 13. For instructions on completing the form, go to <http://www.state.nj.gov/contracts/contractcompliance/aa302form.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY: _____ 2. TYPE OF BUSINESS: 1. RETAIL 2. SERVICE 3. WHOLESALE 4. RETAIL 5. OTHER: _____

3. TOTAL NO. EMPLOYEES IN THE INST'D 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. WHICH ONE IS THE COMPANY: SINGLE ESTABLISHMENT EMPLOYER MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE RESIDEN. OF ESTABLISHMENT IN NO. _____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: _____

10. FUTURE AGENCY AWARDING CONTRACT: _____ CITY: _____ COUNTY: _____ STATE: _____ ZIP CODE: _____

Official Use Only: DATE RECEIVED: _____ DATE DUE: _____ ASSIGNMENT IDENTIFICATION NUMBER: _____

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures in all that apply in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/disability categories in columns 1, 2, & 3. **DO NOT SHARE ANY OF THIS DATA.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MAJORITY/MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (COUNT)	COL. 2 MALE	COL. 3 FEMALE	WHITE		BLACK		HISPANIC		ASIAN		OTHER	
				MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (Many)													
Temporary & Part-time Employees													

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

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B 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

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 YOU 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 7, enter the number of establishments within the State of New Jersey.

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

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. 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-4 Report.

Race/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 origin in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

Non-Minority: Any Person not identified in any of the aforementioned Race/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

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

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED 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 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

FORM PURCHASING



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. FED. 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 DLH #:

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) 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 7, enter the number of establishments within the State of New Jersey.

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

ITEM 10 - 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 Philippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

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

ITEM 14 - 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.

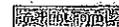
TYPE OR PRINT IN SHARP BALL POINT PEN

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



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. ED. 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 PIN #

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

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

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

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

Representative's Name/Title Print: _____
Representative's Signature: _____
Name of Company: _____
Tel. No.: _____ Date: _____

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

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

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

Business Name : _____
Address : _____
Telephone No. : _____
Contact Name : _____

Please check applicable category :

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

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

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."

BUSINESS REGISTRATION CERTIFICATE
STATE OF NEW JERSEY
PER STATE AGENCY AND CONTRACTING AGENCY REQUIREMENTS

TAXPAYER NAME:	TAXPAYER IDENTIFICATION:	EXPIRATION DATE:
TAXPAYER IDENTIFICATION:	TAXPAYER IDENTIFICATION:	EXPIRATION DATE:

[Handwritten Signature]

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	247 ROBBING AVE TRENTON, NJ 08611
Certificate Number:	1043507
Date of Issuance:	October 14, 2004
Fee Office Use Only:	2004101411222533

City of Jersey City

Department of Recreation

2019

Summer Food Program

APPLICATION

PACKET

NEW JERSEY DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD & NUTRITION
SUMMER FOOD SERVICE PROGRAM

Sponsor Name City of Jersey City - Dept. of Recreation Agreement Number 09-0021

2019 SPONSOR APPLICATION APPROVAL CHECKLIST

Complete and submit the checklist with your application documents. Be sure to make a photocopy for your files of all application materials prior to submission.

NOTE: YOU ARE REQUIRED TO SUBMIT ALL ORIGINAL FORMS UNLESS OTHERWISE STATED.

ALL SPONSORS		
DOCUMENTS	INSTRUCTIONS FOR SUBMISSION	COMPLETED/ENCLOSED FOR APPROVAL
1. 2019 PACKAGE CHECKLIST - COMPLETE AND SUBMIT	COMPLETE, SIGN AND DATE - AUTHORIZED SPONSOR REPRESENTATIVE.	<input checked="" type="checkbox"/>
2. SITE INFORMATION SHEET (S) (NEW SITES= SITE NAME AND/ OR ADDRESS CHANGE, SITE(S) NOT INCLUDED ON SCHEDULE A)	COMPLETE AND SIGN FOR EACH NEW SITE - AUTHORIZED SPONSOR REP. SIGN. COMPLETE DAYCARE CENTER INFORMATION FORM FOR EACH DAYCARE CENTER SITE, IF APPLICABLE.	<input type="checkbox"/> N/A
3. SCHEDULE A	MAKE NECESSARY REVISIONS, SIGN AND DATE IN.	<input checked="" type="checkbox"/>
4. SPONSOR MANAGEMENT PLAN	COMPLETE, AND SUBMIT ALL PAGES - AUTHORIZED SPONSOR REPRESENTATIVE.	<input checked="" type="checkbox"/>
5. SCHEDULE C-MENU	COMPLETE AND SUBMIT - 10 DAY or 14 DAY CYCLE MENU - (week 1 and 2).	<input checked="" type="checkbox"/>
7. LETTER TO HEALTH DEPARTMENT	SEND LETTER TO HEALTH DEPARTMENT. INCLUDE COPY WITH APPLICATION PACKAGE.	<input checked="" type="checkbox"/>
8. PUBLIC ANNOUNCEMENT- NEWS RELEASE	SEND NEWS RELEASE TO TWO LOCAL MEDIA SEND COPY TO STATE AGENCY.	<input type="checkbox"/>
9. MAP (CAMPS AND COLLEGES ONLY)	SUBMIT LOCAL MAP WITH SITE LOCATIONS INDICATED. SUBMIT AGENCY BROCHURE.	<input type="checkbox"/> N/A
10. ELIGIBILITY DOCUMENTATION	SUBMIT COPY OF SAMPLE ELIGIBILITY APPLICATION	<input type="checkbox"/> N/A
11. HEALTH CERTIFICATE (S)- FOR ALL PREPARATION FACILITIES	ATTACH CURRENT CERTIFICATES FOR ALL SITES.	<input type="checkbox"/> N/A
VENDED SPONSORS - PROCUREMENT DOCUMENTS		
12. INVITATION FOR BID AND CONTRACT (MUST NOTIFY STATE OFFICE OF BID OPENING DATE) SOLE SOURCE SOLICITATION PACKAGE SAMPLE BID NEGOTIATION LETTER	SUBMIT COMPLETED ORIGINAL CONTRACT FORMS WITH ALL REQUIRED SIGNATURES. SCHEDULE A <input checked="" type="checkbox"/> BID ADVERTISEMENT <input type="checkbox"/> SCHEDULE C <input checked="" type="checkbox"/> BID BOND <input type="checkbox"/> SCHEDULE D <input checked="" type="checkbox"/> PERFORMANCE BOND <input type="checkbox"/> SCHEDULE E <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
13. AGREEMENT TO FURNISH FOOD SERVICES	SUBMIT ORIGINAL COMPLETED AGREEMENT FORMS WITH ALL REQUIRED SIGNATURES.	<input type="checkbox"/>
NEW SPONSORS ONLY		
15. PRE-AWARD CIVIL RIGHTS QUESTIONNAIRE	COMPLETE AND SUBMIT - AUTHORIZED SPONSOR REPRESENTATIVE.	<input type="checkbox"/>
16. SAM REGISTRATION (SYSTEM AWARD MANAGEMENT FORM)	SUBMIT COPY OF CURRENT REGISTRATION.	<input type="checkbox"/>
17. W9 VENDOR QUESTIONNAIRE	COMPLETE AND SUBMIT ORIGINAL.	<input type="checkbox"/>
18. FINANCIAL & ADMINISTRATIVE CERTIFICATION	COMPLETE AND SUBMIT ORIGINAL.	<input type="checkbox"/>
19. IRS LETTER OF DETERMINATION	SUBMIT COPY OF IRS LETTER DOCUMENTING TAX EXEMPT STATUS.	<input type="checkbox"/>
20. NJ START	COMPLETE REGISTRATION AND SUBMIT COPY OF APPROVAL.	<input type="checkbox"/>
21. POLICY STATEMENT	COMPLETE AND SUBMIT ORIGINAL.	<input type="checkbox"/>
22. PERMANENT AGREEMENT	READ, SIGN, AND SUBMIT BOTH PINK AND WHITE AGREEMENTS WITH ORIGINAL AUTHORIZED SPONSOR REPRESENTATIVE SIGNATURES.	<input type="checkbox"/>

I have correctly completed all required documents listed above for the 2019 Summer Food Service Program application approval process.


Signature of Authorized Sponsor Representative


Title

3/11/19
Date



State of New Jersey

DEPARTMENT OF AGRICULTURE
Division of Food and Nutrition
PO BOX 334
TRENTON NJ 08625-0334

SUMMER FOOD SERVICE PROGRAM SPONSOR MANAGEMENT PLAN

1. SPONSORING ORGANIZATION INFORMATION

Legal Name of Agency City of Jersey City- Dept. of Recreation Agreement #: 19 - 09-0021
 Office Address 1 Chapel Avenue
 Mailing Address (if different) City, State, Zip Code Jersey City, NJ 07305
 Agency Telephone Number: 201-547-5279 Agency Fax #:
 E-mail Address: acarter@jcnj.org
 Federal Id # (11 digits): 22600201305 NJ Vendor id # (11 digits): V2260020130 DUNS #: 831489275 Fiscal Year End Date:

- A. Name and Title of Person Who Accepts Financial/Administrative Responsibility (CEO, CFO, Mayor, Business Administrator, etc.) Arthur J. Williams-Dept of Recreation Director Brian Platt- Bus. Admin
 Telephone Number (if different from Agency Number): 201-547-5279
 Email Address ajwilliams@jcnj.org
- B. Name and Title of Authorized Representative Alita Carter- Program Director
 Telephone Number (if different from Agency Number): 201-547-5279
 Email Address acarter@jcnj.org
- C. Name and Title of Person Completing the Application Package Alita Carter-Program Director
 Telephone Number (if different from Agency Number): 201-547-5279
 Email Address acarter@jcnj.org
- D. Name and Title of Person Responsible for the Administrative Review Process Alita Carter- Program Director
 Telephone Number (if different from Agency Number): 201-547-5279
 Email Address acarter@jcnj.org

2. TYPE OF TAX EXEMPTION

Our agency is federally tax-exempted by the Internal Revenue Service (IRS) and our name remains the same as it appears above. In addition, check appropriate area below.

- Government
- Non-Profit
- School/SFA
- National Youth Sports Program

3. OTHER USDA PROGRAMS

Indicate other USDA Programs your agency participants in during the summer months. **Note** – Sites participating in the SFSP are ineligible to receive benefits simultaneously from other USDA funded programs.

- None
- School Breakfast Program
- Child and Adult Care Food Program
- Special Milk Program
- National School Lunch Program/SFA

4. ADVANCE FUNDING

Sponsors must operate 10 or more days in a month to be eligible for an advance. Check appropriate box.

Yes No

If checking yes, you must complete the appropriate areas below:

Check applicable month of advance funding requested:

(1) June
 (2) July
 (3) August

5. TYPE OF MEAL SERVICE

- Self-Preparation
- Central Kitchen
- Agreement to Provide Food Services
- Invitation for Bid and Contract (IFB)
- Solicitation
- Request for Proposal (RFP)

List the name(s) and address of all food preparation facilities. Attach current health certificate(s).

6. DATES OF OPERATION

List dates of actual food service operation (MDY): Begin 6/24/18 End 8/16/19

Is your agency closed on July 4th? Yes No

Total number of days of actual food service operation.

5	June
22	July
12	August
	September

7. STAFF TRAINING

Each sponsor must provide annual training for all their food services and administrative personnel involved with the Summer Food Service Program. Written documentation of these sessions must be maintained on file for review during the administrative review. Complete all sections in the chart.

REQUIRED TOPICS	NAME/TITLE OF TRAINER(S)	DATE(S), TIME AND PLACE OF TRAINING <small>(Month / Day / Year)</small>
Seriously Deficient	Allta Carter- Program Dir.	June 11,13,18 @ The Bethune Ctr. 140 MLK Dr. JC
State Violations	Emerlyn Deline- Asst. Coordinator	June 11,13,18 @ The Bethune Ctr. 140 MLK Dr. JC
Program Overview	Emerlyn Deline- Asst. Coordinator	June 11,13,18 @ The Bethune Ctr. 140 MLK Dr. JC
Program Operation	Allta Carter- Program Dir.	June 11,13,18 @ The Bethune Ctr. 140 MLK Dr. JC
Recordkeeping	Emerlyn Deline- Asst. Coordinator	June 11,13,18 @ The Bethune Ctr. 140 MLK Dr. JC
Job Responsibilities	Allta Carter- Program Dir.	June 11,13,18 @ The Bethune Ctr. 140 MLK Dr. JC
Monitoring Procedures	Allta Carter- Program Dir.	June 11,13,18 @ The Bethune Ctr. 140 MLK Dr. JC

8. ELIGIBILITY

If your agency requires eligibility documentation, check and complete the below section which pertains to your agency. If no, check and move to the next section.

- Yes
 No

ELIGIBILITY APPLICATION – CAMPS, ENROLLED SITES, SITES NOT AREA ELIGIBLE ONLY

Camps and enrolled programs must collect and maintain individual family size and income data. A copy of the eligibility form for 2019 must be submitted with your application package. See enclosed memo 2019 – 1 and submit the required documents with your application.

PROCEDURES FOR COLLECTING ELIGIBILITY INFORMATION	NAME & TITLE OF PERSON RESPONSIBLE
Collects and evaluates each eligibility application for complete information.	N/A
Completes and monitors the eligibility record.	N/A

9. NEWS RELEASE

Each sponsor shall annually announce in the media serving the area from which it draws its attendance the availability of free meals. Camps and other programs not eligible under 225.2 (paragraph (a) of "areas in which poor economic conditions exist") shall annually announce to all participants the availability of free meals for eligible children. All media releases issued by camps and other programs not eligible under 225.2 (paragraph (a) of # areas in which poor economic conditions exist") shall include the Secretary's family-size and income standards for reduced price school meals labeled "SFSP Income Eligibility Standards", a statement that a foster child and children who are members of households receiving SNAP, FDPIR, or TANF benefits are automatically eligible to receive free meal benefits at eligible program sites; and a statement that meals are available without regard to race, color, national origin, sex, age or disability.

Submit a copy of the news release with your application which pertains to your agency.

News release sent to: The Jersey Journal

Date sent:

News release sent to: The Hudson Reporter

Date sent:

10. PROGRAM RECORDS

Each sponsor must maintain on file, daily food records for enrolled participants to support the number of meals claimed for reimbursement. Meal counts must be taken at the point of each meal service. List the person(s) responsible for the program records listed below.

REQUIRED RECORD	COMPLIANCE	NAME & OR TITLE OF PERSON RESPONSIBLE
Approved Menus	Monitors for Substitutions	Allia Carter, Program Director
Meal Counts	Taken at the Point of Each Meal Service	Emerlyn Deline, Asst. Coordinator
Monitoring	First Week, Fourth Week	Andrew Kemp Jr., Data Entry

11. OFFER VERSES SERVE (OVS) NSLP/SFA Only

Offer verses serve is a concept that applies to menu planning and meal service which allows children to decline some of the food offered in a reimbursable breakfast, lunch or dinner, excluding snacks. The goals of the OVS are to simplify program administration and reduce food waste and costs while maintaining the nutritional integrity of the SFSP meal that is served. For the OVS meal to be eligible for reimbursement, all food components that comprise a reimbursable meal in the required minimum serving sizes must be offered and available to each child at each OVS meal service and properly supported by cost documentation maintained on file (food invoices, milk receipts etc.). It is the sponsor's responsibility to train site staff for OVS meal pattern requirements to ensure reimbursable meals are claimed and that children understand which foods they may decline under OVS. NSLP/SFA must apply the Offer Verse Serve option under the rules followed for the National School Lunch Program.

- Yes – Describe below the procedure you will implement to successfully utilize OVS at your site(s). Indicate which sites you will utilize OVS on the enclosed form.
 No

If you are not a NSLP/SFA sponsor, have you received an approved waiver from the State office to utilize Offer Verses Serve?

- Yes— Describe below the procedure you will implement to successfully utilize OVS at your site(s). Indicate which sites you will utilize OVS on the enclosed form.
- No
- N/A

12. HEAT DEMONSTRATION PROJECT

The Food and Nutrition Service(FNS) has initiating a new demonstration project allowing non-congregate feeding at certain outdoor summer meals sites experiencing excessive heat. The demonstration project only applies to heat related weather conditions. The demonstration project utilizes authority provided in Section 749 (g) of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Act, 2010 (PL11-8-) to develop and test alternate methods of providing access to summer meals for low income children. For more details, refer to the enclosed memo.

Under the Demonstration Project, the SFSP sponsors operating approved outdoor feeding sites without temperature - controlled alternate sites may operate as non-congregate sites on days when the area is experiencing heat. On such days, children may take one meal off-site for consumption. Under the Demonstration Project, non-congregate meal service shall be permitted only on days when the National Weather Service has issued a heat advisory, an excessive heat warning or an excessive heat watch for the area in which an approved outdoor feeding site is located. No other heat standard is permissible. This demonstration project will evaluate the effect on SFSP participation when sponsors are permitted to maintain service to children who would otherwise lose access to meals when excessive heat makes impractical the operation of a congregate feeding site lacking a temperature-controlled alternate site.

Indicate whether your agency will participate in the Heat Demonstration Project.

- Yes – Complete table below.
- No

Site Code	Site Name	Site Address
076	Jersey City Rec - Pershing Field	201 Central Avenue
116	New City Kids	240 Fairmount Avenue
245	Holland Gardens	237 16th Street
252	Marion Gardens	13 Dales Avenue
253	Booker T. Washington	74 Fremont Street
268	Hudson County Summer Tennis	Lincoln Park Tennis Court
278	Hudson Gardens	39 Palisade Avenue
291	All Access to Life	1 Chapel Avenue
302	Hope Center Summer	110 Cambridge Avenue
317	Gloria Robinson Court	348 Duncan Avenue
319	Johnston Pool	303 Van Home Street
323	Liberty All-Stars	139 Cator Avenue
336	STEM Program	180 9th Street
361	Team Wilderness	2641 Kennedy Blvd

13. MAINTENANCE OF PROGRAM COST RECORDS

Each sponsor is required to operate a non-profit food service so that all reimbursement is used for the maintenance and/or improvement of the food service operation. All costs must be documented. List the supportive source documentation your agency will maintain for all program costs.

REQUIRED RECORD	TYPE OF DOCUMENTATION <i>(Receipt, Invoice, Timesheet Schedules, etc.)</i>
Food Purchases	Invoices, Receipts, Delivery Notices
Non-Food Supplies	Invoices
Delivery Slips	Invoices
Food Service Operational Cost	Invoices, Print-out from Fiscal Officer
Administrative Costs	Invoices, Print-out from Fiscal Officer
Net Cash Resource Schedule	

If you are not a NSLP/SFA sponsor, have you received an approved waiver from the State office to utilize Offer Verses Serve?

- Yes– Describe below the procedure you will implement to successfully utilize OVS at your site(s). Indicate which sites you will utilize OVS on the enclosed form.
- No
- N/A

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Delivery Slips	Invoices
Food Service Operational Cost	Invoices, Print-out from Fiscal Officer
Administrative Costs	Invoices, Print-out from Fiscal Officer
Net Cash Resource Schedule	

Heat Demonstration List Continued

Site Code	Site Name	Site Address
325	JC Recreation @MS #4	107 Bright Street
322	YMCA @P.S. #37	158 Erie Street
326	JC Recreation @P.S #22	264 Van Horne Street
339	PAL League	163 Old Bergen Road
347	St. George Shenouda	835 Bergen Avenue
355	355 Webb Washington Summer	213 Pacific Avenue
365	JC Recreation P.S #6	100 St. Paul Avenue
366	J.C. Rec P.S. #27	201 North Street
367	J.C. Rec P.S #40	88 Gates Avenue
370	J.C. Rec P.S. #39	214 Plainfield Avenue
371	J.C. Rec P.S. #37	143 Romaine Avenue
376	Dr. Lena Edwards Academy Charter School	509 Bramhall Avenue
377	J.C. Rec @ P.S #41	59 Wilkinson Avenue
382	The Jersey City Soccer Association	1 Chapel Avenue
385	J.C. Rec @P.S. #14	153 Union Street

14. DISCLOSURE OF LOBBYING ACTIVITIES

Information requested through this form is authorized by title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Please read enclosed Disclosure of Lobbying Activities Form.

Indicate whether your agency participates in lobbying activities pursuant to 31 U.S.C 1352.

- Yes - Complete and submit the enclosed form.
- No

15. CERTIFICATION: I certify that the information on the Sponsor Management Plan, Schedule A and the attached Site Information Sheet (s) is true and correct to the best of my knowledge, that reimbursement will be claimed only for meals served to eligible children regardless of sex, age, disability, color, or national origin at approved food service sites, and that these sites have been visited and have the capability and facilities for the meal service planned for the number of children anticipated to be served. I understand that any expenditure in excess of the maximum reimbursement available will not be covered by the State agency. I realize that request for amendments to this budget must be made in writing by the sponsor. Prior written approval of any budgetary amendments must be received in writing from the state agency before expending funds. I understand that this information is being given in connection with the receipt of Federal funds, and that deliberate misrepresentation may subject me to prosecution under State and Federal criminal statutes. If government sponsor, I certify that the program is directly operated by the sponsor at all sites. Furthermore, I agree to accept final administrative and financial responsibility for total program operations at all approved sites listed in Schedule A. I also certify that I updated or renewed my registration with the System Award Management (SAM), which is an annual federal requirement as determined

3/7/19 *Alba Carter Program Coordinator* 
Date Name & Title of Authorized Sponsor Representative Signature of Authorized Sponsor Representative

(PRINT OR TYPE)



STATE AGENCY USE ONLY:

APPROVED BY: _____

DATE: _____

SPONSOR NAME: City of Jersey City-Department of Recreation

AGREEMENT #: 09-0021

MEAL SERVICE PROJECTIONS

18. PROJECTED FUNDS AVAILABLE:

A. PROJECTED FOOD SERVICE OPERATIONAL FUNDS AVAILABLE:

# Of Children Per Day		Projection Based On 20 18	
<u>1527</u>	Increase %	Subtotal 18.A.	<u>\$315,612.91</u>
	107.86%		
	\$ (New Sites)		
<u>3174</u>		(Revised Funds Available) Subtotal 18.A.	<u>\$666,026.41</u>
(Revised Sch A # Children per Day)			

B. PROJECTED ADMINISTRATIVE FUNDS:

# Of Children Per Day		Projection Based On 20 18	
<u>1527</u>	Increase %	Subtotal 18.B.	<u>\$26,507.18</u>
	107.86%		
	\$ (New Sites)		
<u>3174</u>		(Revised Funds Available) Subtotal 18.B.	<u>\$55,097.44</u>
(Revised Sch A # Children per Day)			

C. TOTAL PROJECTED FOOD SERVICE OPERATIONAL AND ADMINISTRATIVE FUNDS AVAILABLE:
(18.A. Revised Subtotal + 18.B. Revised Subtotal)

TOTAL 18.C. \$342,120.09

(Revised Funds Available) TOTAL 18.C. \$711,125.85

ESTIMATED BUDGET

* Self Prep Sponsors should allocate AT LEAST \$437,352.27 for food.

19. FOOD SERVICE OPERATIONAL COSTS:

Food Self Prep *	<u> </u>
Food Vended	<u>\$300,000.00</u>
Labor	<u>\$120,000.00</u>
Non Food Supplies	<u>\$20,000.00</u>
Equipment Rental	<u>\$24,187.22</u>
Travel	<u>\$10,000.00</u>
Utilities	<u>\$10,000.00</u>
Other Food Costs	<u> </u>

20. ADMINISTRATIVE COSTS:

Director	<u>\$30,000.00</u>
Monitor(s)	<u>\$120,000.00</u>
Secretary	<u>\$20,000.00</u>
Bookkeeper	<u>\$20,000.00</u>
Office Supplies	<u>\$20,000.00</u>
Travel	<u>\$1,938.63</u>
Other Administrative Costs	<u>\$15,000.00</u>

DOES NOT
APPLY TO CAMPS

Total Operational Costs \$ 484,187.22

Total Administrative Costs \$226,938.63

Total Budget \$711,125.85

21. CERTIFICATION: I certify that the information on the Sponsor Management Plan, Schedule A and the attached Site Information Sheet (s) is true and correct to the best of my knowledge, that reimbursement will be claimed only for meals served to eligible children regardless of sex, age, disability, color, or national origin at approved food service sites, and that these sites have been visited and have the capability and facilities for the meal service planned for the number of children anticipated to be served. I understand that any expenditures in excess of the maximum reimbursement available will not be covered by the State agency. I realize that request for amendments to this budget must be made in writing by the sponsor. Prior written approval of any budgetary amendments must be received in writing from the state agency before expending funds. I understand that this information is being given in connection with the receipt of Federal funds, and that deliberate misrepresentation may subject me to prosecution under State and Federal criminal statutes. If government sponsor, I certify that the program is directly operated by the sponsor at all sites. Furthermore, I agree to accept final administrative and financial responsibility for total program operations at all approved sites listed in Schedule A.

I also certify that I updated or renewed my registration with the System Award Management (SAM), which is an annual federal requirement as determined

3/12/19
Date

Alisa Carter, Program Coordinator
Name & Title of Authorized Sponsor Representative
(PRINT OR TYPE)

[Signature]
Signature of Authorized Sponsor Representative

STATE AGENCY USE ONLY:

APPROVED BY: _____

DATE: _____

REVISION #: _____

SPONSOR NAME: City of Jersey City-Dept. of Rec.

AGREEMENT #:

09-0021

FOR VENDED & OTHER FOOD CONTRACT SPONSORS ONLY

Available Operational Funds Analysis

Insert Last Year's Bid Amounts From ABA Sheet In The Proper Areas Below

	Rates	Last Year's Bid Price Bid Amounts	%	Total Food	Food Personnel & Other Food Cost
Lunch	\$3.65	\$2.20	60.27%	\$395,414.38	\$260,614.02
Break	\$2.09	\$1.14	54.55%		
Lunch	\$3.65	\$2.20	60.27%	\$376,624.03	\$279,404.38
			57.41%		
Snack	\$0.85		0.00%		
Lunch	\$3.65		0.00%	\$0.00	\$0.00
			0.00%		
Break	\$2.09		0.00%		
Lunch	\$3.65		0.00%	\$0.00	\$0.00
Snack	\$0.85		0.00%		
			0.00%		
Break	\$2.09		0.00%		
Lunch	\$3.65		0.00%	\$0.00	\$0.00
Dinner	\$3.65		0.00%		
			0.00%		
Break	\$2.09		0.00%		
Lunch	\$3.65		0.00%	\$0.00	\$0.00
Dinner	\$3.65		0.00%		
Snack	\$0.85		0.00%	\$0.00	\$0.00
			0.00%		

Attachment F
Summer Food Service Program
Multisite Meal Service Projection Worksheet

Sponsor Name: *City of Jersey City - Dept. of Rec.*
 Agreement #: *09-0021*

Food Service/Breakfast

Rate: \$2.09

	Name Of Site	# Meals		# Days	Rate	=	Total Dollars
1			X		X \$2.09	=	0
2			X		X \$2.09	=	0
3			X		X \$2.09	=	0
4			X		X \$2.09	=	0
5			X		X \$2.09	=	0
6			X		X \$2.09	=	0
7			X		X \$2.09	=	0
8			X		X \$2.09	=	0
9			X		X \$2.09	=	0
10			X		X \$2.09	=	0
11			X		X \$2.09	=	0
12			X		X \$2.09	=	0
13			X		X \$2.09	=	0
14			X		X \$2.09	=	0
15			X		X \$2.09	=	0
16			X		X \$2.09	=	0
17			X		X \$2.09	=	0
18			X		X \$2.09	=	0
19			X		X \$2.09	=	0
20			X		X \$2.09	=	0
21			X		X \$2.09	=	0
22			X		X \$2.09	=	0
23			X		X \$2.09	=	0
24			X		X \$2.09	=	0
25			X		X \$2.09	=	0
26			X		X \$2.09	=	0
27			X		X \$2.09	=	0
28			X		X \$2.09	=	0
29			X		X \$2.09	=	0
30			X		X \$2.09	=	0
31			X		X \$2.09	=	0
32			X		X \$2.09	=	0
33			X		X \$2.09	=	0
34			X		X \$2.09	=	0
35			X		X \$2.09	=	0
36			X		X \$2.09	=	0
37			X		X \$2.09	=	0
38			X		X \$2.09	=	0
39			X		X \$2.09	=	0
40			X		X \$2.09	=	0
41			X		X \$2.09	=	0
42			X		X \$2.09	=	0
43			X		X \$2.09	=	0
44			X		X \$2.09	=	0
45			X		X \$2.09	=	0
46			X		X \$2.09	=	0
47			X		X \$2.09	=	0
48			X		X \$2.09	=	0
49			X		X \$2.09	=	0
50			X		X \$2.09	=	0
							0

Attachment F
Summer Food Service Program
Multisite Meal Service Projection Worksheet

Sponsor Name:
 Agreement #

City of Jersey Citv -Dept. of Rec.
09-0024

Administrative/Lunch

Rate: **\$0.3175**

	Name Of Site	# Meals	# Days	Rate	Total Dollars
1		0	X 0	\$0.3175	0
2		0	X 0	\$0.3175	0
3		0	X 0	\$0.3175	0
4		0	X 0	\$0.3175	0
5		0	X 0	\$0.3175	0
6		0	X 0	\$0.3175	0
7		0	X 0	\$0.3175	0
8		0	X 0	\$0.3175	0
9		0	X 0	\$0.3175	0
10		0	X 0	\$0.3175	0
11		0	X 0	\$0.3175	0
12		0	X 0	\$0.3175	0
13		0	X 0	\$0.3175	0
14		0	X 0	\$0.3175	0
15		0	X 0	\$0.3175	0
16		0	X 0	\$0.3175	0
17		0	X 0	\$0.3175	0
18		0	X 0	\$0.3175	0
19		0	X 0	\$0.3175	0
20		0	X 0	\$0.3175	0
21		0	X 0	\$0.3175	0
22		0	X 0	\$0.3175	0
23		0	X 0	\$0.3175	0
24		0	X 0	\$0.3175	0
25		0	X 0	\$0.3175	0
26		0	X 0	\$0.3175	0
27		0	X 0	\$0.3175	0
28		0	X 0	\$0.3175	0
29		0	X 0	\$0.3175	0
30		0	X 0	\$0.3175	0
31		0	X 0	\$0.3175	0
32		0	X 0	\$0.3175	0
33		0	X 0	\$0.3175	0
34		0	X 0	\$0.3175	0
35		0	X 0	\$0.3175	0
36		0	X 0	\$0.3175	0
37		0	X 0	\$0.3175	0
38		0	X 0	\$0.3175	0
39		0	X 0	\$0.3175	0
40		0	X 0	\$0.3175	0
41		0	X 0	\$0.3175	0
42		0	X 0	\$0.3175	0
43		0	X 0	\$0.3175	0
44		0	X 0	\$0.3175	0
45		0	X 0	\$0.3175	0
46		0	X 0	\$0.3175	0
47		0	X 0	\$0.3175	0
48		0	X 0	\$0.3175	0
49		0	X 0	\$0.3175	0
50		0	X 0	\$0.3175	0

Attachment F
Summer Food Service Program
Multisite Meal Service Projection Worksheet

Sponsor Name:
 Agreement #

City of Jersey City -Dept. of Rec.
09-0031

Food Service/Lunch

Rate: \$3.65

	Name Of Site	# Meals		# Days	Rate	=	Total Dollars
1			X		X \$3.65	=	0
2			X		X \$3.65	=	0
3			X		X \$3.65	=	0
4			X		X \$3.65	=	0
5			X		X \$3.65	=	0
6			X		X \$3.65	=	0
7			X		X \$3.65	=	0
8			X		X \$3.65	=	0
9			X		X \$3.65	=	0
10			X		X \$3.65	=	0
11			X		X \$3.65	=	0
12			X		X \$3.65	=	0
13			X		X \$3.65	=	0
14			X		X \$3.65	=	0
15			X		X \$3.65	=	0
16			X		X \$3.65	=	0
17			X		X \$3.65	=	0
18			X		X \$3.65	=	0
19			X		X \$3.65	=	0
20			X		X \$3.65	=	0
21			X		X \$3.65	=	0
22			X		X \$3.65	=	0
23			X		X \$3.65	=	0
24			X		X \$3.65	=	0
25			X		X \$3.65	=	0
26			X		X \$3.65	=	0
27			X		X \$3.65	=	0
28			X		X \$3.65	=	0
29			X		X \$3.65	=	0
30			X		X \$3.65	=	0
31			X		X \$3.65	=	0
32			X		X \$3.65	=	0
33			X		X \$3.65	=	0
34			X		X \$3.65	=	0
35			X		X \$3.65	=	0
36			X		X \$3.65	=	0
37			X		X \$3.65	=	0
38			X		X \$3.65	=	0
39			X		X \$3.65	=	0
40			X		X \$3.65	=	0
41			X		X \$3.65	=	0
42			X		X \$3.65	=	0
43			X		X \$3.65	=	0
44			X		X \$3.65	=	0
45			X		X \$3.65	=	0
46			X		X \$3.65	=	0
47			X		X \$3.65	=	0
48			X		X \$3.65	=	0
49			X		X \$3.65	=	0
50			X		X \$3.65	=	0
							0

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

UPDATE INFORMATION, SIGN & DATE

SIGNATURE OF AUTHORIZED SPONSOR REPRESENTATIVE:

DATE: 2/26/19

Agreement No.: 09-0021

Vendor ID: V22600201305

Sponsor: JERSEY CITY DEPT OF RECREATION
 CAVEN POINT COMPLEX
 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800

DUNS NO.: 831438275

Congressional District:

Effective Date: 06/25/2018
 Approval Date: 10/26/2018

Update RED INK ONLY
Very Good #1

Site	Name/Address	Ph:	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM	AM Sppl	AM Sppl	Lnch	Lnch ALMS	Time PM	PM Sppl	PM Sppl	Dinn	Dinn ALMS	Time Dinn	Del	Active	
A 001	GREATER TABERNACLE 2281 KENNEDY BLVD JERSEY CITY, NJ 07304	(201)433-2009		O	25	35	09:30			25	35	12:00							S	A
		From: 7/2/18	Days of Operation: M,T,W,TH,F																	
		To: 8/1/18	Comments: CLOSED JULY 4TH																	
A 016	TRINITY FAITH CHURCH 1944 JFK BLVD JERSEY CITY, NJ 07305	(201)209-0404		O	20	30	08:30			20	30	11:30							S	A
		From: 7/2/18	Days of Operation: M,T,W,TH,F																	
		To: 8/1/18	Comments: CLOSED JULY 4TH																	
A 036	EDUCATION WORKS 300 MORRIS PESIN DR. JERSEY CITY, NJ 07035	(201)432-1912		O						25	30	12:00							S	A
		From: 7/2/18	Days of Operation: M,T,W,TH,F																	
		To: 8/1/18	Comments: CLOSED JULY 4TH																	
A 044	KENNEDY DANCERS 79 CENTRAL AVE JERSEY CITY, NJ 08032	(201)859-2190		O	10	15	09:00			10	15	12:00							S	A
		From: 7/2/18	Days of Operation: M,T,W,TH,F																	
		To: 8/1/18	Comments:																	

New Jersey Department of Agriculture
 Division of Food and Nutrition
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 DUNS NO.: 831438275
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Site	Name/Address	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst	AM Sppl ALMS	Time AM Sppl	Lnch	Lnch ALMS	Time PM Lnch	PM Sppl ALMS	PM Sppl	Dinn ALMS	Time Dinn	Del	Active
A 057	BETHANY LUTHERAN 2015 KENNEDY BLVD JERSEY CITY NJ, NJ 07304	Ph: (201)432-8773 From To:	O	50	60	09:00			50	60	12:00					S	A
		Days of Operation: M,T,W,TH,F Comments: CLOSED JULY 4TH															
A 060	ST PAULS CHURCH 38 DUNCAN AVNUE JERSEY CITY, NJ-07304	Ph: (201)874-4404 From 06/25/2018 To: 08/17/2018	C	60	70	08:30			60	70	12:00					S	A
		Days of Operation: M,T,W,TH,F Comments: CLOSED JULY 4TH															
A 076	JC REC PERSHING FIELD 201 CENTRAL AVE JERSEY CITY, NJ 07305	Ph: (201) 4397 From To:	F	100	110	09:15			100	110	12:15					S	A
		Days of Operation: M,T,W,TH,F Comments:															
A 083	ST. MARKS SUMMER CAMP 427 WEST SIDE AVE JERSEY CITY, NJ 07304	Ph: (646)387-4807 From To:	O	80	90	09:00			80	90	12:00					S	A
		Days of Operation: M,T,W,TH,F Comments: CLOSED JULY 4TH															

New Jersey Department of Agriculture
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 JERSEY CITY, NJ 073051634

DUNS NO.: 831438275

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Site	Name/Address	Ph:	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM	AM Sppl	AM Sppl ALMS	Lunch	Lunch ALMS	Time PM	PM Sppl	PM Sppl ALMS	Dinn	Dinn ALMS	Time Dinn	Del	Active	
A 103	REMARKABLE MOSSI 453 MLK DRIVE JERSEY CITY, NJ 07305	(201)333-7337		O	10	15	09:30			30	40	12:45							M	A
		From: 6/25/19	Days of Operation: M,T,W,TH,F																	
		To: 7/16/2019	Comments: CLOSED JULY 4TH																	
A 113	MILLER BRANCH LIBRARY 489 BERGEN AVE JERSEY CITY, NJ 07304	(201)547-4551		O						25	35	12:00							S	A
		From: 6/25/19	Days of Operation: M,T,W,TH,F																	
		To: 7/16/2019	Comments: CLOSED JULY 4TH																	
A 116	NEW CITY KIDS 240 FAIRMOUNT AVE JERSEY CITY, NJ 07304	(201)915-9896		F	50	60	08:30			50	60	12:00							S	A
		From: 6/25/19	Days of Operation: M,T,W,TH,F																	
		To: 7/16/2019	Comments: CLOSED JULY 4TH																	
A 163	MONUMENTAL BAPTIST 121-124 LAFAYETTE STREET JERSEY CITY, NJ 07304	(201)673-3319		O	50	60	08:30			50	60	12:15							S	A
		From: 7/5/2019	Days of Operation: M,T,W,TH,F																	
		To: 7/19/2019	Comments:																	

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Site	Name/Address	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst	AM Sppl ALMS	Time AM Sppl	Lnch	Lnch ALMS	Time PM Lnch	PM Sppl ALMS	PM Sppl	Dinn	Dinn ALMS	Time Dinn	Del	Active	
A 164	NEW MILLENIUM 45-47 MADISON AVENUE JERSEY CITY, NJ 07304	Ph: (201)332-5700	C	70	80	08:30			90	100	12:00						S	A	
		From: 6/16/2019	Days of Operation: M,T,W,TH,F		To: 8/16/2019 Comments: CLOSED JULY 4TH														
A 171	CURRIES WOODS 65-67 RUBY BROWN TERRACE JERSEY CITY, NJ 07305	Ph: (201)892-1444	O	50	60	08:45			50	60	12:00						S	A	
		From: 6/16/2019	Days of Operation: M,T,W,TH,F		To: 8/16/2019 Comments: CLOSED JULY 4TH														
A 211	URBAN LGUE OF HUDSON CTY 253 MLK DRIVE JERSEY CITY, NJ 07305	Ph: (201)541-8888	F	40	50	08:30			40	50	12:30						S	A	
		From: 7/8/2019	Days of Operation: M,T,W,TH,F		To: 8/2/2019 Comments:														
A 215	CAMP GOSPEL ROCK BETHANY 229-231 DWIGHT ST. JERSEY CITY, NJ 07305	Ph: (201)993-5331	C	30	35	08:00			30	40	12:00						M	A	
		From: 6/24/2019	Days of Operation: M,T,W,TH,F		To: 8/16/2019 Comments: CLOSED JULY 4TH														

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Site	Name/Address	Ph:	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM	AM Sppl	Lnch	Lnch ALMS	Time PM	PM Sppl	Dinn	Dinn ALMS	Time Dinn	Del	Active
C 244	GARDEN OF MUSTARD SEEDS 368 PALISADES AVE JERSEY CITY, NJ 07307	(201)424-2103		O	30	40	09:00		30	40	12:00					S	A
		From: 6/20/19	Days of Operation: M,T,W,TH,F		To: 8/16/2019 Comments: CLOSED JULY 4TH												
A 245	HOLLAND GARDENS 237 16TH ST. JERSEY CITY, NJ 07302	(201)962-1694		F	50	60	09:00		50	60	01:00					S	A
		From: 6/20/19	Days of Operation: M,T,W,TH,F		To: 8/16/2019 Comments: CLOSED JULY 4TH												
A 252	MARION GARDENS 73 DALES AVENUE JERSEY CITY, NJ 07305	(201)547-8939		F	40	50	09:00		40	50	12:00					S	A
		From: 6/20/19	Days of Operation: M,T,W,TH,F		To: 8/16/2019 Comments: CLOSED JULY 4TH												
A 253	BOOKER T. WASHINGTON 74 FREEMONT ST. JERSEY CITY, NJ 07305	(201)780-6638		F	50	60	09:30		40	50	12:30					S	A
		From: 6/20/19	Days of Operation: M,T,W,TH,F		To: 8/16/2019 Comments: CLOSED JULY 4TH												

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Site	Name/Address	Ph:	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst	AM Sppl ALMS	AM Sppl	Lnch	Lnch ALMS	Time PM Lnch	PM Sppl ALMS	PM Sppl	Dinn	Dinn ALMS	Time Dinn	Del	Active
A 260	REACHING OUT DELIVERANCE 227 MLK DR JERSEY CITY, NJ 07305	(201)344-3340		O	100	110	09:30			100	110	12:30						M	A
		From: 8/16/2019	Days of Operation: M,T,W,TH,F																
		To: 8/16/2019	Comments: CLOSED JULY 4TH																
A 263	COMMUNITIES @ LAFAYETTE 471 PACIFIC AVE JERSEY CITY, NJ 07304	(201)395-0909		O	10	15	09:15			15	20	12:15						M	A
		From: 8/16/2019	Days of Operation: M,T,W,TH,F																
		To: 8/16/2019	Comments:																
A 268	HUDSON CTY SUMMER TENNIS LINCOLD PK TENNIS CT PROGRAM JERSEY CITY, NJ 07304	(201)927-1553		F	65	75	08:30			105	115	11:50						S	A
		From: 7/5/2019	Days of Operation: M,T,W,TH,F																
		To: 8/16/2019	Comments:																
A 278	HUDSON GARDENS 39 PALISADE AVE JERSEY AVE, NJ 07302	(201)780-9275		F	25	35	08:30			25	35	12:30						M	A
		From: 7/5/2019	Days of Operation: M,T,W,TH,F																
		To: 8/16/2019	Comments:																

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Site	Name/Address	Ph:	Incl. Days	Bfst Wthr	Bfst ALMS	AM Time		Lnch ALMS	PM Time		Dinn ALMS	Dinn ALMS	Del	Active	
						Time AM Bfst Sppl	Sppl AM ALMS Sppl		Time PM Lnch Sppl	Sppl PM ALMS Sppl					
C 280	PRECIOUS MOMENTS CHILDCAR 113 STERLING AVE JERSEY CITY, NJ 07304	(201)451-8287		O	30	35	08:00		30	35	11:00			M	A
		From: 6/24/2019	Days of Operation: M,T,W,TH,F												
		To: 8/16/2019	Comments: CLOSED JULY 4TH												
A 282	BRIGHT START 854 BERGEN AVE JERSEY CITY, NJ 07306	(201)946-0220		O	15	25	09:00		15	25	12:00			S	A
		From: 7/1/2019	Days of Operation: M,T,W,TH,F												
		To: 8/9/2019	Comments:												
C 284	FUTURE STARS DAY CARE 123 BRUNSWICK ST JERSEY CITY, NJ 07302	(201)876-9292		O	29	34	08:30		29	34	11:00			M	A
		From: 6/24/2019	Days of Operation: M,T,W,TH,F												
		To: 8/16/2019	Comments: CLOSED JULY 4TH												
A 287	BOYS AND GIRLS CLUB 225 MORRIS BLVD. JERSEY CITY, NJ 07302	(201)988-3395		O	30	90	08:30		115	125	12:00			S	A
		From: 6/24/2019	Days of Operation: M,T,W,TH,F												
		To: 8/16/2019	Comments: CLOSED JULY 4TH												

New Jersey Department of Agriculture
 Division of Food and Nutrition
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Phone: (201)547-6800
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 Congressional District:

Site	Name/Address	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst Sppl	AM Time Sppl ALMS	Lunch	Lunch ALMS	Time PM Lunch Sppl	PM Time Sppl ALMS	Dinn	Dinn Time ALMS	Del	Active
A 289	KIDZ ACADEMY 793 WESTSIDE AVE. JERSEY CITY, NJ 07306	Ph: (201)839-5102		O	25	35 08:45		25	35	11:30				S	A
		From: 6/24/2019	Days of Operation: M,T,W,TH,F		To: 8/16/2019		Comments: CLOSED JULY 4TH								
A 291	ALL ACCESS TO LIFE 1 CHAPEL AVE CAVEN POINT COMPLEX JERSEY CITY, NJ 07305	Ph: (201)204-2040		F	115	125 08:00		115	125	12:00				S	A
		From: 6/24/2019	Days of Operation: M,T,W,TH,F		To: 8/29/2019		Comments: CLOSED JULY 4TH								
A 294	NEW REDEEMER REFORMED EPSCPL 734 OCEAN AVE. JERSEY CITY, NJ 07305	Ph: (201)589-7799		O	30	40 09:00		30	40	12:00				S	A
		From: 6/24/2019	Days of Operation: M,T,W,TH,F		To: 8/16/2019		Comments: CLOSED JULY 4TH								
A 313	OCEAN AVE BAPTIST CHURCH 735 OCEAN AVENUE JERSEY CITY, NJ 07305	Ph: (201)432-5649		O	35	45 08:30		35	45	12:30				S	A
		From: 6/24/2019	Days of Operation: M,T,W,TH,F		To: 8/16/2019		Comments: CLOSED JULY 4TH								

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Site	Name/Address	Ph:	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM	Sppl AM	Lnch	Lnch ALMS	Time PM	Sppl PM	Dinn	Dinn ALMS	Time Dinn	Del	Active
A 319	JOHNSTON POOL 303 VAN HORNE ST JERSEY CITY, NJ 07306	(201)547-5003		F						70	80	12:00					S A
		From: 6/24/2014	Days of Operation: M,T,W,TH,F														
		To: 8/19/2014	Comments: CLOSED JULY 4TH														
A 322	YMCA @P.S #37 158 ERIE ST JERSEY CITY, NJ 07302	(914)261-7486		O	15	25	08:30			15	25	12:00					S A
		From: 6/24/2014	Days of Operation: M,T,W,TH,F														
		To: 8/19/2014	Comments: CLOSED JULY 4TH														
A 323	LIBERTY ALL STARS 139 CATOR AVE JERSEY CITY, NJ 07305	(201)240-0454		F	40	50	08:30			40	50	12:00					S A
		From: 6/24/2014	Days of Operation: M,T,W,TH,F														
		To: 8/19/2014	Comments: CLOSED JULY 4TH														
A 325	JC REC @MS #4 SUMMER FUN 107 BRIGHT STREET JERSEY CITY, NJ 07302	(201)538-1260		O	100	110	09:00			100	110	12:00					S A
		From: 6/24/2014	Days of Operation: M,T,W,TH,F														
		To: 8/19/2014	Comments:														

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 JERSEY CITY, NJ 073051634

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Site	Name/Address	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst	AM Sppl ALMS	Time AM Sppl	Lunch	Lunch ALMS	Time PM Lunch	PM Sppl ALMS	Time PM Sppl	Dinn ALMS	Dinn Time	Del	Active
A 326	JC RECREATION @ P.S. #22 264 VAN HORNE ST JERSEY CITY, NJ 07304	Ph: (201)538-1260		O	100	110 09:00			100	110 12:00						S	A
		From: 7/1/2019				Days of Operation: M,T,W,TH,F			8/16/2019								
		To: 8/16/2019				Comments:											
A 328	LITTLE PEOPLE FUN 195 CLAREMOUNT AVE JERSEY CITY, NJ 07305	Ph: (201)328-5458		O	35	45 08:00			35	45 12:00						S	A
		From: 7/1/2019				Days of Operation: M,T,W,TH,F			8/16/2019								
		To: 8/16/2019				Comments: CLOSED JULY 4TH											
A 336	SUMMER STEM PROGRAM 180 9TH STREET JERSEY CITY, NJ 07302	Ph: (201)478-1479		F	5	10 07:45			5	10 11:15						S	A
		From: 7/22/2019				Days of Operation: M,T,W,TH,F			8/13/2019								
		To: 8/13/2019				Comments:											
A 337	CHRIST OUR SAVIOR LUTHERA 15 BRINKEROFF STREET JERSEY CITY, NJ 07304	Ph: (201)333-0707		O	25	35 09:00			25	35 12:00						S	A
		From: 7/1/2019				Days of Operation: M,T,W,TH,F			8/16/2019								
		To: 8/16/2019				Comments:											

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A 339	PAL LEAGUE 163 OLD BERGEN ROAD JERSEY CITY, NJ 07305	(201)780-1636		O	30	40	08:30			30	40	11:30				S	A
		From: 6/29/2019 To: 8/16/2019	Days of Operation: M,T,W,TH,F		Comments: CLOSED JULY 4TH												
A 341	SUMMER TECH PRO FOR KIDS 140 MARTIN LUTHER KING DR JERSEY CITY, NJ 07305	(201)577-2645		F	10	20	09:00			10	20	12:00				S	A
		From: 7/1/2019 To: 8/16/2019	Days of Operation: M,T,W,TH,F		Comments: CLOSED JULY 4TH												
C 342	GOLDEN AGE LEARNING CTR 498 CENTRAL AVE JERSEY CITY, NJ 07307	(201)659-1135		O	5	10	08:00			5	10	11:00				S	A
		From: 6/29/2019 To: 8/16/2019	Days of Operation: M,T,W,TH,F		Comments: CLOSED JULY 4TH												
A 345	LIL MASTERS 43 CHARLES ST. JERSEY CITY, NJ 07307	(201)798-9437		O	20	30	08:00			20	30	12:00				S	A
		From: 6/29/2019 To: 8/16/2019	Days of Operation: M,T,W,TH,F		Comments: CLOSED JULY 4TH												

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A 347	ST. GEORGE SHENOUDA 835 BERGEN AVENUE JERSEY CITY, NJ 07306	(973)777-0913 From: 6/24/2019 To: 8/16/2019		O	50	60	09:30		50	60	12:30					S A
		Days of Operation:	M,T,W,TH,F													
		Comments:	CLOSED JULY 4TH													
A 348	UNIVERSAL FULL GOSPEL 177-79 MARTIN LUTHER KING JERSEY CITY, NJ 07305	(201)850-0639 From: 6/24/2019 To: 8/16/2019		O	50	60	08:30		50	60	12:30					S A
		Days of Operation:	M,T,W,TH,F													
		Comments:	CLOSED JULY 4TH													
A 351	TEAM WILDERNESS 2641 KENNEDY BLVD. JERSEY CITY, NJ 07306	(201)206-4568 From: 6/24/2019 To: 8/16/2019		F	20	30	09:00		20	30	12:00					S A
		Days of Operation:	M,T,W,TH,F													
		Comments:	CLOSED JULY 4TH													
A 355	WEBB WASHINGTON SUMMER 213 PACIFIC AVENUE JERSEY CITY, NJ 07305	(201)598-9272 From: 7/22/2019 To: 8/16/2019		O	60	70	08:00		60	70	12:00					S A
		Days of Operation:	M,T,W,TH,F													
		Comments:														

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021
 Vendor ID: V22600201305
 Sponsor: JERSEY CITY DEPT OF RECREATION
 CAVEN POINT COMPLEX
 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800
 DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Ph:	Incl. Days	Bfst Wthr	Bfst ALMS	Time AM Bfst Sppl	AM Time Sppl AM	Lnch ALMS	Lnch Time PM	PM Time Sppl PM	Dinn ALMS	Dinn Time ALMS Dinn	Del	Active
A 361	TEAM WALKER 373 COMMUNIPAW AVE JERSEY CITY, NJ 07304	Ph: (201)433-1888 From: 6/24/2019 To: 8/16/2019	0	90	100	08:30		90	100	12:00			S	A
		Days of Operation:	M,T,W,TH,F											
		Comments:	CLOSED JULY 4TH											
A 364	NEW DREAMS CAMP 534 WESTSIDE AVE JERSEY CITY, NJ 07304	Ph: (201)053-6221 From: 6/24/2019 To: 8/16/2019	0	50	60	08:30		50	60	11:30			S	A
		Days of Operation:	M,T,W,TH,F											
		Comments:	CLOSED JULY 4TH											
A 365	J.C REC P.S. #6 100 ST. PAUL AVE JERSEY CITY, NJ 07306	Ph: (201)547-5003 From: 7/5/2019 To: 8/16/2019	0	100	110	09:00		100	110	12:00			S	A
		Days of Operation:	M,T,W,TH,F											
		Comments:												
A 366	J.C REC P.S. #27 201 NORTH ST JERSEY CITY, NJ 07306	Ph: (201)547-5003 From: 7/5/2019 To: 8/16/2019	0	100	110	09:00		100	110	12:00			S	A
		Days of Operation:	M,T,W,TH,F											
		Comments:												

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021
 Vendor ID: V22600201305
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 CAVEN POINT COMPLEX
 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800
 DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst	AM Sppl ALMS	Time AM Sppl	Lnch ALMS	Lnch Time PM	PM Sppl ALMS	PM Sppl	Dinn ALMS	Dinn Time	Del	Active
A 367	J.C. REC P.S. #40 88 GATES AVE JERSEY CITY, NJ 07305	Ph: (201)547-5003 From: 7/5/2019 To: 8/16/2019	<input type="checkbox"/>	<input type="checkbox"/>	85	95 09:00			85	95 12:00					S	A
		Days of Operation: M,T,W,TH,F														
		Comments:														
A 369	LEARNING COMMUNITY CHARTE 2495 JFKENNEDY BLVD JERSEY CITY, NJ 07304	Ph: (908)294-0940 From: 7/18/2019 To: 7/27/2019	<input type="checkbox"/>	<input type="checkbox"/>	55	65 08:45			55	65 12:00					S	A
		Days of Operation: M,T,W,TH,F														
		Comments:														
A 370	J.C REC P.S #39 214 PLAINFIELD AVE JERSEY CITY, NJ 07306	Ph: (201)541-5003 From: 7/16/2019 To: 8/16/2019	<input type="checkbox"/>	<input type="checkbox"/>	100	110 09:00			100	110 12:00					S	A
		Days of Operation: M,T,W,TH,F														
		Comments:														
A 371	J.C REC P.S #23 143 ROMAINE AVE JERSEY CITY, NJ 07306	Ph: (201)547-5003 From: 7/16/2019 To: 8/16/2019	<input type="checkbox"/>	<input type="checkbox"/>	100	110 09:00			100	110 12:00					S	A
		Days of Operation: M,T,W,TH,F														
		Comments:														

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021
 Vendor ID: V22600201305
 Sponsor: JERSEY CITY DEPT OF RECREATION
 CAVEN POINT COMPLEX
 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800
 DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Ph:	Days	Incl	Bfst	Bfst ALMS	Time AM	AM Sppl	AM Sppl	Lunch	Lunch ALMS	Time PM	PM Sppl	PM Sppl	Dinn	Dinn ALMS	Time Dinn	Del	Active
A 378	OLD BERGEN CHURCH 1 HIGHLAND AVE. JERSEY CITY, NJ 07308	(551)998-2530		O	30	40	08:00			30	40	12:00						S	A
		From: 7/1/2019 To: 8/16/2019	Days of Operation: M,T,W,TH,F		Comments: CLOSED JULY 4TH														
A 379	JOYS IN TEACHING SUMMER CAMP 508 GRAND ST. JERSEY CITY, NJ 07304	(201)515-5542		O	35	45	08:30			35	45	11:30						S	A
		From: 6/24/2019 To: 8/16/2019	Days of Operation: M,T,W,TH,F		Comments: CLOSED JULY 4TH														
A 380	DELIVERANCE YOUTH CAMP 247 OLD BERGEN ROAD JERSEY CITY, NJ 07305	(917)604-2908		O	40	50	08:15			40	50	12:00						S	A
		From: 6/24/2019 To: 8/16/2019	Days of Operation: M,T,W,TH,F		Comments: CLOSED JULY 4TH														
C 381	MACEDONIA REDEEM PENTECOSTAL CHURCH 204 MONTICELLO AVENUE JERSEY CITY, NJ 07305	(201)898-8871		O	40	50	09:00			40	50	12:00						S	A
		From: 07/09/2018 To: 08/17/2018	Days of Operation: M,T,W,TH,F		Comments:														

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021
 Vendor ID: V22600201305
 Sponsor: JERSEY CITY DEPT OF RECREATION
 CAVEN POINT COMPLEX
 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800
 DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Ph:	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst Sppl	AM Time Sppl AM	Lnch	Lnch ALMS	Time PM Lnch Sppl	PM Time Sppl PM	Dinn ALMS	Time Dinn	Del	Active
A 382	THE JERSEY CITY SOCCER ASSOC. 1 CHAPEL AVE. JERSEY CITY, NJ 07305	(973)303-9713		C	40	50	08:00		40	50	11:45				M	A
	From: 7/15/2019															
	To: 8/16/2019															
	Days of Operation: M,T,W,TH,F															
	Comments:															
C 383	CHRIST THE KING CAT CHUR. 768 OCEAN AVENUE JERSEY CITY, NJ 07305	(201)333-4863		O					25	35	11:30				S	A
	From: 7/15/2019															
	To: 8/16/2019															
	Days of Operation: M,T,W,TH,F															
	Comments:															
A 384	P.A.C.O. 390 MANILA AVENUE JERSEY CITY, NJ 07302	(201)963-8282		O	40	50	09:00		40	50	12:00				M	A
	From: 7/15/2019															
	To: 8/16/2019															
	Days of Operation: M,T,W,TH,F															
	Comments:															
A 385	J.C. REC @ P.S. #14 153 UNION STREET JERSEY CITY, NJ 07304	(201)547-5003		O	80	90	09:00		80	90	12:00				S	A
	From: 7/15/2019															
	To: 8/16/2019															
	Days of Operation: M,T,W,TH,F															
	Comments:															

New Jersey Department of Agriculture
 Division of Food and Nutrition
 Summer Food Service Program - Schedule A

Agreement No.: 09-0021
 Vendor ID: V22600201305
 Sponsor: JERSEY CITY DEPT OF RECREATION
 CAVEN POINT COMPLEX
 1 CHAPEL AVENUE
 JERSEY CITY, NJ 073051634

Phone: (201)547-6800
 DUNS NO.: 831438275
 Congressional District:

Site	Name/Address	Add. Days	Incl. Wthr	Bfst	Bfst ALMS	Time AM Bfst Sppl	AM Sppl ALMS	Lunch	Lunch ALMS	Time PM Lunch Sppl	PM Sppl ALMS	Dinn	Dinn ALMS	Time Dinn	Del	Active
C 386	LORI'S LITTLE HELPERS 1763 KENNEDY BOULEVARD JERSEY CITY, NJ 07305	Ph: (201)435-6367 From 07/05/2018 To: 08/17/2018	0	18	23	09:00		18	23	12:00					S	A
		Days of Operation: M,T,W,Th,F														
		Comments:														
A 387	SKY CAMP 140 MLK DRIVE JERSEY CITY, NJ 07305	Ph: (201)759-5343 From 7/16/2018 To: 8/16/2018	0	25	35	09:00		25	35	12:00					S	A
		Days of Operation: M,T,W,Th,F,SA														
		Comments:														
A 388	J.C REC. @ LIBERTY H.S 299 SIP AVE. JERSEY CITY, NJ 07306	Ph: (551)228-9987 From 07/09/2018 To: 08/10/2018	0	50	60	09:00		50	60	12:00					S	A
		Days of Operation: M,T,W,Th,F														
		Comments:														
A 389	NOISE GRANT (STEMCAMP) @ ST. PETERS 121 GLENWOOD 2ND FL. RM.2 JERSEY CITY, NJ 07304	Ph: (201)761-6353 From 7/16/2018 To: 8/16/2018	0	20	30	09:30		20	30	12:00					S	A
		Days of Operation: M,T,W,Th,F														
		Comments:														
Count:	72	Total:	3302	3927	0	0	3587	4267	0	0	0	0	0	0		

2854

3587
4267
3,174

NEW JERSEY DEPARTMENT OF AGRICULTURE
 DIVISION OF FOOD & NUTRITION
 SUMMER FOOD SERVICE PROGRAM
 PO BOX 334
 TRENTON NJ, 08625-0334

STATE AGENCY USE ONLY:
 Approved by _____ Date _____
 Expiration Date _____
 MO/DAY/YR

SPONSOR NEW JERSEY CITY DEPARTMENT OF RECREATION
 Agreement # 09-0021
 Telephone 201-547-5279

**SCHEDULE C
 TEN DAY MENU PLANNER**

WEEK 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/>		DAY 1		DAY 2		DAY 3		DAY 4		DAY 5	
REQUIRED COMPONENTS		Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size	Food Item	Portion Size
B F A S T	1. Juice or Fruit or Vegetables (2)	Fruit Cocktail	1/2 c 4ozs.	Strawberry/Kiwi Juice	1/2 c 4ozs.	Orange	1/2 c 4ozs.	Banana	1/2 c 4ozs.	100% Apple Sauce	1/2 c 4ozs.
	2. Bread or Bread Alternate (3)	Corn Flakes Cereal	1 serv.	Blueberry Muffin	1 serv.	Rice Krispies Cereal	1 serv.	Cinamon Raisin Bagel	1 serv.	Cheerios	1 serv.
	3. Milk	2% White Milk	8 ozs.	2% Chocolate Milk	8 ozs.	2% White Milk	8 ozs.	2% Chocolate Milk	8 ozs.	2% White Milk	8 ozs.
A M S E L E C T 2	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
L U N C H	1. Meat or Meat Alternate (1)	Beef Salami	2 ozs.	Turkey Breast	2 ozs.	Beef Bologna	2 ozs.	Chicken Breast	2 ozs.	Beef Salami	2 ozs.
	2. Juice or Fruit or Vegetable (2)	100% Cran-Grape Juice	1/2 c 4ozs.	100% Orange/Pineapple Juice	1/2 c 4ozs.	100% Apple Juice	1/2 c 4ozs.	100% Grape Juice	1/2 c 4ozs.	100% Fruit Punch Juice	1/2 c 4ozs.
	3. Fruit or Vegetable	Nectarine	1/4 c 2ozs.	Plum	1/4 c 2ozs.	Carrot Sticks	1/4 c 2ozs.	Nectarine	1/4 c 2ozs.	Orange	1/4 c 2ozs.
	4. Bread or Bread Alternate (3)	Wheat Bread	1 serv.	Soft Roll	1 serv.	Wheat Bread	1 serv.	White Bread	1 serv.	Wheat Bread	1 serv.
	5. Milk	2% Chocolate Milk	8 ozs.	2% White Milk	8 ozs.	2% Chocolate Milk	8 ozs.	2% White Milk	8 ozs.	2% Chocolate Milk	8 ozs.
P M S E L E C T 2	1. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.
	2. Juice or Fruit or Vegetable (2)		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.		3/4 c 6ozs.
	3. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	4. Meat or Meat Alternate (1)		1 oz.		1 oz.		1 oz.		1 oz.		1 oz.
D I N N E R	1. Meat or Meat Alternate (1)		2 ozs.		2 ozs.		2 ozs.		2 ozs.		2 ozs.
	2. Juice or Fruit or Vegetable (2)		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.		1/2 c 4ozs.
	3. Fruit or Vegetable		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.		1/4 c 2ozs.
	4. Bread or Bread Alternate (3)		1 serv.		1 serv.		1 serv.		1 serv.		1 serv.
	5. Milk		8 ozs.		8 ozs.		8 ozs.		8 ozs.		8 ozs.

* PLEASE REFER TO SCHEDULE B OF THE AGREEMENT AND THE SFSP NUTRITION GUIDANCE FOR SPONSORS FOR PORTION REQUIREMENT
 * CHOOSE 3 COMPONENTS FOR SNACK / JUICE CANNOT BE SERVED IF MILK IS THE ONLY OTHER

(1) Cold cut meats with high water content, ie "Rolls" - Turkey Roll must = 2.5 ozs.
 (3) Sandwiches require 2 servings of bread.



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF RECREATION

CAVEN POINT COMPLEX | 1 CHAPEL AVENUE | JERSEY CITY, NJ 07305
P: 201 547 5003 | F: 201 547 5593



ARTHUR WILLIAMS
DIRECTOR OF RECREATION

February 11, 2019

Shatrughan Bastola, Health Officer
City of Jersey City - Department of Health and Human Services
Division of Health
199 Summit Avenue
Jersey City, NJ 07304

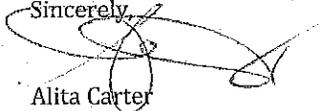
Re: Updated and Added Sites (see attached)

Dear Mr. Bastola,

The Department of Recreation intends to participate in the Summer Food Service Program for Children. The state agency requires sponsoring organization to annually notify the health department of sites where food service will take place. We are a vended program and will operate from Monday, June 24 2018 to Friday, August 16, 2019.

Our food preparation facilities are presently unknown pending a bidding process and awarding of a vended meal service contract. Meals prepared and served will include breakfast and lunch. The names and addresses of all projected feeding sites are attached. For further information, please contact me at 201-759-5935.

Sincerely,


Alita Carter
Summer Food Program Coordinator - Jersey City

Jersey City Dept. of Recreation Summer Food Program - 2019 Site List

1. All Access to Life
1 Chapel Ave.
2. Bethany Lutheran Church
2015 Kennedy Blvd
3. Booker T Washington
74 Freemont Street (in Community Room)
4. Boys & Girls Club
225 Morris Blvd.
5. Bright Start
854 Bergen Avenue
6. Camp Gospel Rock @ Bethany Browne UMC
229-231 Dwight Street
7. Christ Our Savior Lutheran Church
15 Brinkerhoff St.
8. Christ The King Catholic Church
768 Ocean Avenue
9. Communities at Lafayette
471 Pacific Avenue
10. Cunningham Branch Library
275 Martin Luther King Drive
11. Curries Woods
65-67 Ruby Brown Terrace
12. Deliverance Youth Camp
247 Old Bergen Road
13. Dr. Lena Edwards Academy Charter School
504 Bramhall Avenue

Jersey City Dept. of Recreation Summer Food Program - 2019 Site List

14. Ebenezer Baptist Church
13-17 Bostwick Avenue
15. Educational Art Works @ Camp Liberty
300 Morris Pesin Dr.
16. Faith Overflow Christian Ministries
773-775 Garfield Ave.
17. Future Stars Day Care
123 Brunswick Street
18. Garden of Mustard Seeds
368-370 Palisades Avenue
19. Global Soccer Academy
1 Merseles St
20. Greater Tabernacle
2281 Kennedy Blvd
21. Gloria Robinson Court Houses
348 Duncan Avenue
22. Gloria Robinson Court H2
322 Duncan Avenue
23. Golden Age Learning Center
498 Central Avenue
24. Holland Gardens
237 16th Street
25. Hope Center Summer Art Camp
110 Cambridge Ave.
26. Hudson County Summer Tennis Program
Lincoln Park @ Tennis Courts
27. Hudson Gardens

Jersey City Dept. of Recreation Summer Food Program - 2019 Site List

- 39 Palisades Ave
28. JC Rec. @ M.S. #4 Summer Fun
107 Bright St.
29. JC Rec @ P.S. #6
100 St. Paul Avenue
30. JC Rec @ P.S. # 9
222 Mercer St
31. J.C. Rec @ P.S.#14
153 Union Street
32. JC Rec. @ P.S. #22
264 Van Horne St.
33. JC Rec @ P.S. # 23
143 Romaine Ave
34. JC Rec @ P.S. #27
201 North Street
35. JC Rec @ P.S. # 39
214 Plainfield Avenue
36. JC Rec @ P.S. #40
88 Gates Avenue
37. JC Rec @ P.S. #41
59 Wilkinson Ave
38. J.C. Rec @ Liberty H.S.
299 Sip Avenue
39. JC Rec Pershing Field
201 Central Ave
40. Johnston Pool
303 Van Horne St.
-

Jersey City Dept. of Recreation Summer Food Program - 2019 Site List

41. Joys in Teaching Summer Camp
508 Grand St.
 42. Kennedy Dancers Inc.
79 Central Ave
 43. The Kiddiepreneur Brand
548 Westside Avenue
 44. Leaders Without Limits
63 Martin Luther King Dr.
 45. Learning Community Charter
2495 John F. Kennedy Blvd.
 46. Liberty All-Stars
139 Cator Ave.
 47. Lil Masters Preschool
43 Charles St
 48. Little People Fun
195 Claremont Ave
 49. Little Steppers Summer Camp
4291 Martin Luther King Dr.
 50. Marion Gardens
13 Dales Ave
 51. Miller Branch Library
489 Bergen Ave
 52. Monumental Baptist Church
121-124 Lafayette St.
 53. New City Kids
240 Fairmount Ave
-

Jersey City Dept. of Recreation Summer Food Program - 2019 Site List

54. New Dreams Camp
534 Westside Avenue
55. New Millennium
45-47 Madison Ave
56. New Redeemer Episcopal Church
734 Ocean Ave.
57. Noise Grant (Stem Camp)@ St. Peter's College
121 Glenwood Ave
58. Old Bergen Church
1 Highland Avenue
59. Ocean Avenue Baptist Church
735 Ocean Avenue
60. P.A.C.O.
390 Manila Avenue
61. PAL League
163 Old Bergen Road
62. Precious Moments Daycare
113 Sterling Avenue
63. Reaching Out Deliverance
227 Martin Luther King Drive
64. Remarkable Mossi
453 Martin Luther King Drive
65. Sky Camp
140 Martin Luther King Drive
66. SJBC Summer Camp
525 Bramhall Avenue

Jersey City Dept. of Recreation Summer Food Program - 2019 Site List

67. St. George Shenouda
835 Bergen Avenue
68. St. Mark's Summer Camp
427 West Side Avenue
69. Summer STEM Program
180 9th Street
70. Team Walker
373 Communipaw Avenue
71. Team Wilderness
2641 Kennedy Blvd.
72. The Jersey City Soccer Association
1 Chapel Avenue
73. Trinity Faith Church
1944 JFK Blvd
74. Trinity Gospel Haven Church
651 Bergen Avenue
75. Universal Full Gospel
177-79 Martin Luther King Drive
76. Urban League
253 Martin Luther King Dr
77. Webb Washington Summer Camp
161 Pacific Ave
78. YMCA @ P.S. # 30
171 Seaview Avenue
79. YMCA @ P.S. # 37
158 Erie St.



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF RECREATION
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P: 201.547.5003 | F: 201.547.5693



ARTHUR WILLIAMS
DIRECTOR OF RECREATION

Advertisement Size and Copy

PUBLIC NOTICE

The Jersey City Department of Recreation will be participating in the 2019 Summer Food Program from June 24th to August 16th 2019.

The Summer Food Service Program is a federal program of the Food and Nutrition Services, United States Department of Agriculture. This program provides all children 18 years of age and under with the same free meal in accordance with a menu approved by the state agency. In accordance with Federal civil rights law and the U.S Department of Agriculture civil rights regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discrimination based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866)632-9992. Submit your completed form or letter to USDA by: Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. This institution is an equal opportunity provider and employer.

For information on how your organization can participate with the Jersey City Summer Food Service Program for Children contact Alita Carter, Program Director-SFP, at 201-547-5279.

Sent March 13, 2019:

1. The Jersey Journal for publish: May 20 and June 3, 2019
2. Hudson Reporter for publish: Week of May 6th & Week of June 3rd, 2019
3. The Courier Times for publish: April, May 2019

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

City Clerk File No. Res. 19-280
 Agenda No. 10.Y
 Approved: MAR 27 2019
 TITLE:



RESOLUTION AUTHORIZING THE SETTLEMENT OF DELGADO VS. CITY OF JERSEY CITY, DOCKET NO.: HUD-L-2839-16

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, Roberta Delgado ("Plaintiff") having filed a lawsuit against the City of Jersey City; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of \$17,500.00 because of the litigation risk involved; and

WHEREAS, Roberta Delgado has agreed to this settlement and has signed the required release and stipulation of dismissal; and

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

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$17,500.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$17,500.00 payable to plaintiff and her attorneys.

SWC/sk/mma
 3/20/2019

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 SETTLEMENT OF ROBERTA DELGADO V. CITY OF JERSEY CITY, DOCKET NO.: HUD-L-2839-16

Initiator

Department/Division	Law Department	Law Department
Name/Title	Scott W. Carbone	Supervisory Assistant Corporation Counsel
Phone/email	(201) 547-5184	SCarbone@jcnj.org

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

Resolution Purpose

To settle the above-referenced lawsuit for \$17,500.00.

I certify that all the facts presented herein are accurate

Signature of Department Director

Date

**SETTLEMENT AGREEMENT
AND GENERAL RELEASE**

This Settlement Agreement and General Release ("Agreement") is by and between: (1) Plaintiff Roberta Delgado ("Delgado" or "Plaintiff") and (2) Defendant City of Jersey (the "City" or "Jersey City"). Delgado and the City will sometimes collectively be referred to herein as "the Parties."

WHEREAS, the City formerly employed Delgado; and

WHEREAS, Delgado was eligible for retirement, and did indeed retire from the City of Jersey City Employee Retirement System ("JCERS") on or about February 1, 2019 (the "Retirement Date"), thereby concluding her employment relationship with the City; and

WHEREAS, Delgado was paid by the City for all of her accrued time up to her Retirement Date in accordance with the City's normal policy and procedure for non-management, unionized employees on or about March 8, 2019.

WHEREAS, certain employment issues arose between the City and Delgado during her employment, including, but not limited to, the filing of a Complaint in the New Jersey Superior Court by Delgado against the City, Docket No.: HUD-L-2839-16 (the "Litigation"); and

WHEREAS, the Parties now mutually desire to resolve all disputes related to Delgado's employment with the City.

NOW THEREFORE, in consideration of the foregoing, and of the promises and mutual covenants herein contained, the Parties agree as follows:

1. RETIREMENT OF DELGADO; PAYMENT FOR ACCRUED TIME

The Parties acknowledge and agree that: (a) Delgado retired from the City through the JCERS on or about February 1, 2019 and (b) Delgado was paid by the City for all of her accrued time up to her Retirement Date in accordance with the City's normal policy and procedure for non-management, unionized employees on or about March 8, 2019

2. SETTLEMENT PAYMENT

In consideration for Delgado's agreement to all of the terms, conditions and promises in this Agreement, the City shall within 60 days of the execution of this Agreement by Delgado and return of the same to the City's Law Department, issue a check payable to "Roberta Delgado" in the amount of \$17,500 (no tax deductions or withholdings) in full and complete satisfaction of all of Delgado's claims, including any claims for attorneys' fees, costs, and other legal expenses, and this payment shall be reported as income on IRS Form 1099

("Settlement Payment"). The Parties agree that the Settlement Payment will constitute damages for Delgado's emotional distress, including related physical manifestations, and related medical expenses occasioned thereby, if any. The Settlement Payment will be delivered to Delgado's attorney at the following address: Christine Finnegan, Esq., 128 Belvidere Avenue, Washington, NJ 07882. In connection with the Settlement Payment, Delgado represents that she shall pay any such taxes at the time and in the amount required by law. Delgado acknowledges and agrees that the Settlement Payment and/or this Agreement was not an inducement to compel her retirement.

3. DISMISSAL OF THE LITIGATION

Delgado agrees to dismiss the Litigation, with prejudice and without costs, upon fulfillment of Paragraph 2 (Settlement Payment) of this Agreement. The Parties agree to execute a Stipulation of Dismissal with Prejudice and Without Costs to be filed with the Court upon fulfillment of Paragraph 2 (Settlement Payment) of this Agreement. Delgado represents that, other than the Litigation, she has not filed any other actions or claims against the City, including its subsidiaries, affiliates, divisions, agents, servants, officers, directors, employees, insurers, benefit plan fiduciaries, or successors.

4. NO RIGHT TO REHIRE OR REEMPLOYMENT

Effective upon her Retirement Date, Delgado acknowledges and agrees that she has no right to be rehired or reemployed by Jersey City or by any of the Releasees as defined in this Agreement. The Parties acknowledge and agree that any application for employment by Delgado to Jersey City or the Releasees shall be null and void and shall not be considered by Jersey City or the Releasees.

5. SUFFICIENCY OF CONSIDERATION

Delgado recognizes that the City disputes the allegations in her claims and in the Litigation and that the consideration provided in this Agreement accordingly confers upon her a benefit to which she is otherwise not entitled. Therefore, Delgado acknowledges and agrees that the consideration provided by Jersey City to her pursuant to this Agreement constitutes good and valuable consideration for the general release and the other promises and terms in this Agreement. Delgado understands and agrees that she is not eligible for or entitled to any other benefit or consideration from Jersey City, except as provided in this Agreement.

6. GENERAL RELEASE

In exchange for the consideration set forth in this Agreement, Delgado agrees, intending to be legally bound, to the maximum extent permitted by law, to release and forever discharge the City of Jersey City, including its subsidiaries, affiliates, divisions, agents,

servants, officers, directors, employees, insurers, benefit plan fiduciaries, or successors (collectively, the "Released Parties") individually and collectively, from any and all claims, causes of action, complaints, lawsuits or liabilities of any kind (collectively "Claims"), which Delgado, her heirs, agents, attorneys, administrators or executors may have against the Jersey City or any of the other Released Parties from the inception of her employment with Jersey City up to, and including, Delgado's Retirement Date.

A. **RELEASED CLAIMS** - By agreeing to this General Release, Delgado is waiving, to the maximum extent permitted by law, any and all causes of action, lawsuits (including the Litigation), proceedings, complaints, charges, debts, contracts, judgments, damages, claims, and attorneys' fees against the Released Parties, as set forth above, regarding any matter relating to Delgado's employment, compensation and/or benefits of Delgado's employment with Jersey City (collectively, the "Released Claims"), including but not limited to the following:

- any Claims relating to or arising out of Delgado's employment with Jersey City and/or any of its departments, agencies and/or affiliated entities;
- any Claims for unpaid or withheld wages, accrued time, severance, benefits, bonuses, commissions and/or other compensation of any kind;
- any Claims for reimbursement of expenses of any kind;
- any Claims for attorneys' fees, costs or expenses;
- any Claims of discrimination and/or harassment and/or retaliation based on age, sex, race, religion, color, creed, disability, handicap, citizenship, national origin, ancestry, sexual orientation, or any other factor protected by Federal, State or Local law (such as the Age Discrimination in Employment Act, 29 U.S.C. §621 et. seq. (ADEA), as amended by the Older Workers Benefit Protection Act, 29 U.S.C. §§ 1981 through 1988, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Equal Pay Act and the New Jersey Law Against Discrimination) and any Claims for retaliation under any of the foregoing laws;
- any Claims regarding leaves of absence under federal, state or local law including but not limited to any Claims under the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (FLA);
- any Claims under the NJ Employer-Employee Relations Act;
- any Claims for violation of public policy;
- any Claims for retaliation and/or any whistleblower Claims (including any Claims under the New Jersey Conscientious Employee Protection Act);
- any Claims for emotional distress or pain and suffering; and/or
- any other statutory or common law Claims, now existing or hereinafter recognized, known or unknown, asserted or unasserted, including, but

not limited to, breach of contract, libel, slander, fraud, wrongful discharge, promissory estoppel, equitable estoppel and misrepresentation.

B. SPECIFIC WAIVER AND RELEASE OF ANY CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT AS AMENDED BY THE OLDER WORKERS PROTECTION ACT

– Delgado hereby expressly releases and waives any and all claims arising under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.), as amended by the Older Workers’ Protection Act, which she has or may have against the City and/or the Releasees. Delgado acknowledges and agrees that she has received or shall receive something of value from the City which she would not otherwise be entitled to receive. Before signing this Agreement, Delgado was given up to twenty-one (21) calendar days to consider its terms and, should she sign this Agreement without waiting the full 21 days, she attests that her decision in this regard is knowing and voluntary and not induced through fraud, coercion, misrepresentation or a threat to withdraw or alter the offer contained herein. In addition, for a period of seven (7) calendar days following the date on which Delgado signs this Agreement, Delgado may revoke this Agreement. Any such revocation must be made in a writing addressed to Scott W. Carbone, Esq., Supervisory Assistant Corporation Counsel, Jersey City Law Department, City Hall - 280 Grove Street, Jersey City, New Jersey 07302 on or before 11:59 p.m. on the seventh day.

C. NON-RELEASED CLAIMS - The General Release above does not apply to:

- Any Claims for vested benefits under any City retirement, including JCERS, and/or 401(k) plan;
- Any Claims to require Jersey City to honor its commitments set forth in this Agreement;
- Any Claims to interpret or to determine the scope, meaning or effect of this Agreement;
- Any Claims relating to any conduct, matter, event or omission occurring after Delgado signed this Agreement;
- Any past, pending or future claims for Worker’s Compensation benefits and awards.
- Any claim that cannot be waived as a matter of law.

7. COVENANT NOT TO SUE

Delgado agrees not to file or initiate a lawsuit in any court, initiate any grievance or arbitration proceeding, or opt into any collective action or class action, asserting any of the

Released Claims against any of the Released Parties. Delgado further agrees that she will not permit herself to be a member of any class in any court or in any arbitration proceeding seeking relief against the Released Parties based on claims released by this Agreement, and that even if a court, arbitrator, or government agency rules that she may not waive a claim released by this Agreement, she will not accept or be entitled to any money damages or other relief in connection with any other action or proceeding asserting any of the Released Claims against any of the Released Parties. Nothing herein is intended to or shall interfere with Delgado's right to participate in a proceeding with any appropriate federal, state or local government agency enforcing federal or state discrimination laws and/or cooperating with said agency in its investigation. Delgado, however, shall not be entitled to receive any relief, recovery or monies in connection with any complaint or charge brought against any of the Released Parties, without regard as to who brought any such complaint or charge.

8. NO FAIR LABOR STANDARDS ACT CLAIM

Delgado represents that she is not aware of any facts that would support a claim against any of the Released Parties for any other violation of the Fair Labor Standards Act or comparable state or local law.

9. NON-DISPARAGEMENT

The Parties agree that they will not make any negative comments or disparaging remarks, in writing, orally or electronically, about each other, including Jersey City or any other Released Party. However, nothing in this Agreement shall be interpreted to restrict the Parties rights and obligations: (i) to testify truthfully in any forum; (ii) to cooperate fully and provide information as requested in any investigation by a governmental agency or commission or as required by law; or (iii) to exercise First Amendment rights to participate in public discourse about public issues unrelated to Plaintiff's employment with Jersey City.

10. NO ADMISSION OF WRONGDOING

The Parties acknowledge that this Agreement does not constitute an admission by Jersey City or any of the Released Parties of any of the matters alleged in the Litigation or of any violation by them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be admissible in any proceeding as evidence of liability or wrongdoing by Jersey City or the Released Parties. This Agreement may be introduced, however, in any proceeding to enforce this Agreement.

11. GOVERNING LAW

This Agreement shall be governed by and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of law jurisprudence.

12. COUNTERPARTS

This Agreement may be executed, by the Parties or their attorneys, in counterparts and each counterpart will be deemed an original.

13. UNDERSTANDING OF AGREEMENT BY DELGADO

Delgado agrees and represents that: (i) she has read carefully the terms of this Agreement, including the General Release; (ii) she has had an opportunity to and has been encouraged to review this Agreement, including the General Release, with an attorney; (iii) she understands the meaning and effect of the terms of this Agreement, including the General Release; (iv) her decision to sign this Agreement, including the General Release, is of his own free and voluntary act without compulsion of any kind; (v) she has been made no promise or inducement, other than those contained in this Settlement Agreement; and (vi) she has adequate information to make a knowing and voluntary decision to entered into this Agreement.

14. SEVERABILITY

Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by any court of competent jurisdiction and if such provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

15. MUNICIPAL COUNCIL RATIFICATION

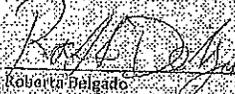
The Parties agree and acknowledge that this Agreement is subject to ratification by the Jersey City Municipal Council, which will be recommended by the Jersey City Law Department. The approval of the Jersey City Municipal Council is a condition precedent to the full satisfaction of this Agreement.

16. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Delgado acknowledges that she has not relied on any representations, promises or agreements of any kind made to her in connection with the decision to accept the terms of this Agreement, except for the representations, promises and agreements herein. Any modification to this Agreement must be in writing and signed by Delgado and Jersey City's Corporation Counsel.

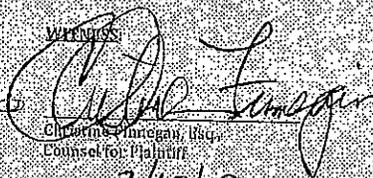
IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Settlement Agreement and General Release as of the date set forth below.

FOR DELGADO:


Roberto Delgado

Dated: 3/13/19

WITNESS:

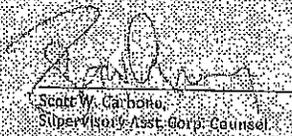

Christine Finnegan, Esq.
Counsel for Plaintiff

Dated: 3/13/19

FOR BRSEV CITY:

Brian D. Platt,
Business Administrator

Dated:


Scott W. Carbone,
Supervisor/Asst. Corp. Counsel

Dated: 3/13/19

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

City Clerk File No. Res. 19-281

Agenda No. 10.Z

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE SETTLEMENT OF THE CIVIL SERVICE COMMISSION APPEAL OF THE TERMINATION OF MARTIN JACKSON, DOCKET NO.: CSV 14572-2016 N

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, Martin Jackson having filed an appeal of his termination by the City of Jersey City with the New Jersey Civil Service Commission; and

WHEREAS, the Corporation Counsel has recommended a settlement in the amount of \$60,000.00 because of the litigation risk involved; and

WHEREAS, Mr. Jackson has agreed to this settlement and has signed the required release and stipulation of dismissal; and

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

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

1. The Corporation Counsel be authorized to settle this lawsuit for \$60,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$60,000.00 payable to plaintiff and her attorneys.

SWC/sk /mma
03/20/19

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 SETTLEMENT OF THE CIVIL SERVICE COMMISSION APPEAL OF THE TERMINATION OF MARTIN JACKSON, DOCKET NO.: CSV 14572-2016 N

Initiator

Department/Division	Law Department	Law Department
Name/Title	Scott W. Carbone	Supervisory Assistant Corporation Counsel
Phone/email	(201) 547-5184	SCarbone@jcnj.org

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

Resolution Purpose

To settle the above-referenced appeal for \$60,000.00.

I certify that all the facts presented herein are accurate

Signature of Department Director

Date

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is by and between: (1) Martin Jackson ("Jackson"); and (2) City of Jersey ("Jersey City" or "City"). Jackson and Jersey City will sometimes collectively be referred to herein as "the Parties."

WHEREAS, Jackson was served with Preliminary Notice of Discipline ("PNDA") seeking his termination by Jersey City on April 27, 2016; and

WHEREAS, disciplinary hearings were held on July 27, 2016 and July 28, 2016, after which the hearing officer issued a written decision ("Hearing Officer's Decision") on August 18, 2016 sustaining the charges in the PNDA and imposing a penalty of termination; and

WHEREAS, on August 30, 2016, Jersey City issued a Final Notice of Disciplinary Action ("FNDA") terminating Jackson's employment;

WHEREAS, Jackson filed an Appeal ("Appeal") of his termination with the New Jersey Civil Service Commission, Agency Dkt. No.: 2017-865, which was transmitted to the New Jersey Office of Administrative Law for a hearing as a contested case bearing OAL Docket No.: 14572-16; and

WHEREAS, hearings in the New Jersey Office of Administrative Law, regarding this matter, were held on March 16, 2017; May 2, 2017; December 5, 2017 and September 19, 2018; and

WHEREAS, the PNDA, the Hearing Officer's Decision, the FNDA and the Appeal are all incorporated herein by reference; and

WHEREAS, Jersey City disputes the merits of the Appeal, and further denies that Jersey City, or any of its subsidiaries, affiliates, divisions, agents, servants, officers, directors, employees, insurers, or successors are liable for any allegations made by Jackson; and

WHEREAS, the Parties now mutually desire to resolve all of their disputes.

NOW THEREFORE, in consideration of the foregoing, and of the promises and mutual covenants herein contained, the Parties agree as follows:

1. SETTLEMENT PAYMENT

In consideration for Jackson's agreement to all of the terms, conditions and promises in this Agreement, Jersey City shall within 45 days from the date of this Agreement, issue a check payable to "Martin Jackson" in the amount of \$60,000.00 (no tax deductions or withholdings) in full and complete satisfaction of all of Jackson's claims, including any claims for attorneys' fees, costs, and other legal expenses, and this payment shall be reported as income on IRS Form 1099 ("Settlement Payment"). The Settlement Payment will be delivered to Jackson's attorney as following: Donald Gardner, Esq., Camacho Gardner & Associates, L.L.P. 1919 Kennedy Boulevard North Bergen, NJ 07047. The Parties further agree that no part of the Settlement Payment constitutes: (a) a fine or penalty under any law; or (b) a payment to settle any actual or potential liability for a fine or penalty under any law.

2. TAX LIABILITY

Jackson agrees that he shall be liable for the payment of all federal, state and local taxes which may be due as the result of the consideration received in the Settlement Payment described above, and that such Settlement Payment is made for the settlement of disputed claims as set forth herein. Jackson represents that he shall pay such taxes at the time and in the amount required by law. In addition, Jackson agrees fully to defend, indemnify and hold Jersey City harmless from any liability for payment of taxes, penalties, withholding obligations and interest that are required of him by any government agency at any time as the result of the Settlement Payment.

3. DISMISSAL OF APPEAL

Jackson agrees that upon execution of this Agreement, he shall withdraw, with prejudice, the Appeal, and further agrees to take all steps to facilitate the dismissal with prejudice of the Appeal, if necessary. Jackson represents that, other than the Appeal, he is not a party in any pending administrative charge, lawsuit, civil action, collective action, class action, or claim of any kind against Jersey City, including any of its subsidiaries,

affiliates, divisions, agents, servants, officers, directors, employees, insurers, benefit plan fiduciaries, or successors.

4. SUFFICIENCY OF CONSIDERATION

Jackson recognizes that Jersey City disputes the allegations in the Appeal and that the consideration provided in this Agreement accordingly confers upon him a benefit to which he is otherwise not entitled. Therefore, Jackson acknowledges and agrees that the consideration provided by Jersey City to him pursuant to this Agreement constitutes good and valuable consideration for the general release and the other promises and terms in this Agreement. Jackson understands and agrees that he is not eligible for or entitled to any other benefit or consideration from Jersey City, except as provided in this Agreement.

5. GENERAL RELEASE

In exchange for the Settlement Payment set forth above in Paragraph 1, Jackson agrees, intending to be legally bound, to the maximum extent permitted by law, to release and forever discharge Jersey City, including its subsidiaries, affiliates, divisions, agents, servants, officers, directors, employees, insurers, benefit plan fiduciaries, or successors (collectively, the "Released Parties") individually and collectively, from any and all claims, causes of action, complaints, lawsuits or liabilities of any kind (collectively "Claims"), which Jackson, his heirs, agents, attorneys, administrators or executors may have against the Jersey City or any of the other Released Parties.

A. RELEASED CLAIMS - By agreeing to this General Release, Jackson is waiving, to the maximum extent permitted by law, any and all causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, and attorneys' fees against the Released Parties, whether known or unknown, which Jackson ever had, now has or which Jackson or Jackson's heirs, executors, administrators, successors or assigns may have prior to the date this Agreement is signed by Jackson, due to any matter whatsoever relating to Jackson's employment, compensation and/or benefits of Jackson's employment with Jersey City (collectively, the

"Released Claims") including but not limited to the following:

- o any Claims relating to or arising out of Jackson's employment with Jersey City and/or any of its departments, agencies and/or affiliated entities;
- o any Claims for unpaid or withheld wages, severance, benefits, bonuses, commissions and/or other compensation of any kind;
- o any Claims for reimbursement of expenses of any kind;
- o any Claims for attorneys' fees, costs or expenses;
- o any Claims of discrimination and/or harassment and/or retaliation based on age, sex, race, religion, color, creed, disability, handicap, citizenship, national origin, ancestry, sexual orientation, or any other factor protected by Federal, State or Local law (such as the Age Discrimination in Employment Act, 29 U.S.C. §621 et. seq. (ADEA), Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Equal Pay Act and the New Jersey Law Against Discrimination) and any Claims for retaliation under any of the foregoing laws;
- o any Claims regarding leaves of absence under federal, state or local law including any Claims under the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (FLA);
- o any Claims under the New Jersey Employer-Employee Relations Act;
- o any Claims for violation of public policy;
- o any Claims for retaliation and/or any whistleblower Claims (including any Claims under the New Jersey Conscientious Employee Protection Act);
- o any Claims for emotional distress or pain and suffering; and/or
- o any other statutory or common law Claims, now existing or hereinafter recognized, known or unknown, asserted or unasserted, including, but not limited to, breach of contract, libel, slander, fraud, wrongful discharge, promissory estoppel, equitable estoppel and misrepresentation.
- o any Claims for unemployment compensation benefits or disability benefits under New Jersey law.

B. NON-RELEASED CLAIMS - It is important that Jackson understand that this General Release includes all Claims

known or unknown to him, including those that he may have asserted or raised previously as well as those that he has not raised or asserted previously. The General Release above does not apply to:

- o Any Claims for vested benefits under any City retirement, pension and/or deferred compensation plan;
- o Any Claims to require Jersey City to honor its commitments set forth in this Agreement;
- o Any Claims to interpret or to determine the scope, meaning or effect of this Agreement;
- o Any Claims relating to any conduct, matter, event or omission occurring after she signed this Agreement;
- o Any past, pending or future claims for Worker's Compensation benefits and awards.
- o Any claim which cannot be waived as a matter of law.

6. RESIGNATION; PROMISE NOT TO REAPPLY

In addition to the release of Claims by Jackson set forth in Paragraph 5 above, Jackson agrees not to apply for employment with Jersey City at any time in the future. Upon issuance of the Settlement Payment, Jersey City agrees to amend any applicable records to indicate that Jackson's separation from Jersey City was a General Resignation under New Jersey Civil Service Commission Regulations.

7. COVENANT NOT TO SUE

Jackson agrees not to file or initiate a lawsuit in any court, initiate any grievance or arbitration proceeding, or opt into any collective action or class action, asserting any of the Released Claims against any of the Released Parties. Jackson further agrees that he will not permit himself to be a member of any class in any court or in any arbitration proceeding seeking relief against the Released Parties based on claims released by this Agreement, and that even if a court, arbitrator, or government agency rules that she may not waive a claim released by this Agreement, he will not accept or be entitled to any money damages or other relief in connection with any other action or proceeding asserting any of the Released Claims against any of the Released Parties. Nothing herein is intended to or shall interfere with Jackson's right to

participate in a proceeding with any appropriate federal, state or local government agency enforcing federal or state discrimination laws and/or cooperating with said agency in its investigation. Jackson, however, shall not be entitled to receive any relief, recovery or monies in connection with any complaint or charge brought against any of the Released Parties, without regard as to who brought any such complaint or charge.

8. NO FAIR LABOR STANDARDS ACT CLAIM

Jackson represents that he is not aware of any facts that would support a claim against any of the Released Parties for unpaid overtime or any other alleged violation of the Fair Labor Standards Act or comparable state or local law.

9. NON-DISPARAGEMENT & CONFIDENTIALITY

Jackson agrees that he will not make any negative comments or disparaging remarks, in writing, orally or electronically, about Jersey City, including any other Released Party. However, nothing in this Agreement shall be interpreted to restrict his right and obligation: (i) to testify truthfully in any forum; (ii) to cooperate fully and provide information as requested in any investigation by a governmental agency or commission or as required by law; or (iii) to exercise his First Amendment rights to participate in public discourse about public issues unrelated to his employment with Jersey City. Moreover, the City agrees to maintain the confidentiality of the contents of Jackson's personnel file, including but not limited to prior disciplinary matters, if any, subject to and in compliance with any and all Federal, State and local laws, rules and regulations. The City further agrees that should any such information be sought by legal process, it will make all reasonable efforts, as soon as possible, to notify Jackson and his attorney of the legal process, thereby providing them with the opportunity to intervene in the proceeding, if desired.

10. NO ADMISSION OF WRONGDOING

The Parties acknowledge that this Agreement does not constitute an admission by Jersey City or any of the Released Parties of any of the matters alleged in the Appeal or of any violation by them of any federal, state or local law, ordinance or

regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Jersey City or the Released Parties. This Agreement may be introduced, however, in any proceeding to enforce this Agreement.

11. GOVERNING LAW

This Agreement shall be governed by and conformed in accordance with the laws of the State of New Jersey without regard to its conflict of law jurisprudence.

12. COUNTERPARTS

This Agreement may be executed, by the Parties or their attorneys, in counterparts and each counterpart will be deemed an original.

13. UNDERSTANDING OF AGREEMENT BY JACKSON

Jackson agrees and represents that:

- o he has read carefully the terms of this Agreement, including the General Release;
- o he has had an opportunity to and has been encouraged to review this Agreement, including the General Release, with an attorney;
- o he understands the meaning and effect of the terms of this Agreement, including the General Release;
- o his decision to sign this Agreement, including the General Release, is of his own free and voluntary act without compulsion of any kind;
- o he has been made no promise or inducement, other than those contained in this Settlement Agreement; and
- o he has adequate information to make a knowing and voluntary decision to entered into this Settlement Agreement.

14. SEVERABILITY

Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by any court of competent jurisdiction and if such provision cannot be modified to be

enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

15. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Jackson acknowledges that she has not relied on any representations, promises or agreements of any kind made to him in connection with the decision to accept the terms of this Agreement, except for the representations, promises and agreements herein. Any modification to this Agreement must be in writing and signed by Jackson and Jersey City's Corporation Counsel.

16. MISCELLANEOUS

Jackson understands and agrees that he alone is responsible for the re-payment of all outstanding pension loans and/or pension liens, if any. Jackson further understands and agrees that he alone is responsible for filing, requesting and/or applying for any and all vested retirement and/or pension benefits.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Settlement Agreement and General Release as of the date set forth below.

FOR JACKSON:



Martin Jackson

Dated: 2/22/19

WITNESS:

130 211 CR, Esq.
Douglas L. Gardner


Print Name:

Dated: 2/22/19

FOR JERSEY CITY:

Brian Platt,
Business Administrator

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

City Clerk File No. Res. 19-282

Agenda No. 10.Z.1

Approved: MAR 27 2019



TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR CONSULTING SERVICES NEEDED TO CONDUCT A BUS RAPID TRANSIT FEASIBILITY STUDY

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

WHEREAS, the City of Jersey City (City) is served by a robust multimodal transportation network consisting of trains, cars, ferries, bicycles and buses; and

WHEREAS, the City's bus services are a major transportation lifeline for residents and visitors throughout the North Jersey Region; and

WHEREAS, the City's current bus system is of great concern to the City's residents, visitors and stakeholders due to inefficient and unreliable service; and

WHEREAS, the Circulation Element of the City's Master Plan has a goal of increasing, improving, and enhancing public transit service to, from and within all areas of Jersey City; and

WHEREAS, the City desires to hire a consultant to assist the City in conducting a Bus Rapid Transit Feasibility Study that will result in recommendations for a complete and continuous north-south bus rapid transit route on City streets; and

WHEREAS, N.J.S.A. 40A:11-4.1(m) authorizes the use of the Competitive Contracting Law, N.J.S.A. 40A:4.1 *et seq.* to award a contract for consulting services; 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 for the first time to use competitive contracting to award a contract for the types of goods or services described under N.J.S.A. 40A:11-4.1.

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

- (1) the above recitals are incorporated herein by reference; and
- (2) the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 *et seq.* is authorized to award a contract to a consultant to assist the City in conducting a Bus Rapid Transit Feasibility Study

sp/ (3/18/19)

APPROVED: [Signature]
Andrew Vischio, PE, Director of Traffic & Transportation

APPROVED: [Signature] (for) APPROVED AS TO LEGAL FORM
Jose R. Cunha, PE, CME, Director of Engineering, Traffic & Transportation

APPROVED: [Signature] Corporation Counsel
Business Administrator

R.R.
3-19-19

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR
CONSULTING SERVICES NEEDED TO CONDUCT A BUS RAPID TRANSIT FEASIBILITY STUDY**

Initiator

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Jose R Cunha	Director of Engineering
Name/Title		
Phone/email	201-547-4411	jcunha@jcnj.org

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

Resolution Purpose

This resolution authorizes the use of competitive contracting to seek consultant support for the development of a BRT (Bus Rapid Transit) Feasibility Study. The main objective of this study is to explore options for a complete and continuous north-south Bus Rapid Transit Route to improve connectivity between the City's transit deficient neighborhoods and the job centers, encourage public transportation use, reduce traffic congestion, improve public health and quality of life, and maximize investment in existing infrastructure.

I certify that all the facts presented herein are accurate.

Paul Russo (for)
Signature of Department Director

3/18/19
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : March 18, 2019
TO : Rolando Lavarro, Council President and Municipal Council
FROM : Jose R. Cunha, PE, CME, CPWM, CRP, Director of ET&T
PTR (for)
SUBJECT : **Recommendation to Authorize
Use of Competitive Contracting
Bus Rapid Transit Feasibility Study**

Attached for your consideration is a Resolution to authorize the use of competitive contracting to award a contract for consulting services needed in connection with a Bus Rapid Transit Feasibility Study.

This study will assist on the development of a Bus Rapid Transit Route to improve connectivity between the city's north-south streets.

sp

Attachments

- C: Raquel Tosado, Contractor Manager
- Paola Campbell, Purchasing Division
- Dawn Odom, Supv. Adm. Analyst

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

City Clerk File No. Res. 19-283
 Agenda No. 10.Z.2.
 Approved: MAR 27 2019



TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ASSUNCAO BROTHERS, INC., FOR THE MARTIN LUTHER KING JR. DRIVE INTERSECTION IMPROVEMENTS, PROJECT NO. 15-002-T, FEDERAL PROJECT NO. HSP-0609(357) FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

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

WHEREAS, the City of Jersey City's (City) Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for the **Dr. Martin Luther King Jr. Drive Intersection Improvements, Project No. 15-002-T, Federal Project No. HSP-0609 (357)** for the Department of Administration/Division of Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, the City received (2) Bids, the lowest responsible bid being that from **Assuncao Brothers, Inc., 29 Wood Avenue, Edison, New Jersey 08820**, in the total bid amount of **Six Hundred Twenty Eight Thousand, One Hundred Eighty (\$628,180.86) Dollars and Eighty Six cents**; and

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

WHEREAS, the total encumbrance amount of **Six Hundred Twenty Eight Thousand, One Hundred Eighty (\$628,180.86) Dollars and Eighty Six cents** is available in **FHWA Grant Accounts #02-213-40-622-314, 02-213-40-722-314** and **Capital Account #04-215-55-158-990**; and

Dept. of Administration/Division of Engineering, Traffic & Transportation

Acct. No.	P.O. #		Amount
02-213-40-622-314	132852	FHWA Grant Acct	\$400,000.00
02-213-40-722-314	132853	FHWA Grant Acct	\$225,173.00
04-215-55-158-990	132854	Capital Acct	<u>3,007.86</u>
		Total Contract	\$628,180.86
04-215-55-158-990	132855	Capital Acct Contingency	<u>\$125,636.17</u>
		Total Encumbrance	\$753,817.03

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

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

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

(Continued on page 2)

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ASSUNCAO BROTHERS, INC., FOR THE MARTIN LUTHER KING JR. DRIVE INTERSECTION IMPROVEMENTS, PROJECT NO. 15-002-T, FEDERAL PROJECT NO. HSP-0609(357) FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.**

RESOLVED, this contract award 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 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, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Division of Engineering, Traffic & Transportation

Acct. No.	P.O. #		Amount
02-213-40-622-314	132852	FHWA Grant Acct	\$400,000.00
02-213-40-722-314	132853	FHWA Grant Acct	\$225,173.00
04-215-55-158-990	132854	Capital Acct	<u>3,007.86</u>
		Total Contract	\$628,180.86
04-215-55-158-990	132855	Capital Acct Contingency	<u>\$125,636.17</u>
		Total Encumbrance	\$753,817.03

Approved by Raquel Masado RPPS
for Peter Folgado, Director of Purchasing, QPA

PF/RR/pc
3/13/19

Jack
3/13/19

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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 A CONTRACT TO ASSUNCAO BROTHERS, INC., FOR THE DR. MARTIN LUTHER KING JR. DRIVE INTERSECTION IMPROVEMENTS, PROJECT NO. 15-002-T, FEDERAL PROJECT NO. HSP-0609(357) FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Jose R. Cunha, PE, CME	Director, Engineering, Traffic & Transportation
Phone/email	201-547-6986	jcunha@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 make local safety improvement on Dr. MLK Drive. The project was awarded a federal highway administration grant in 2015-2016 through the NJTPA.

Cost (Identify all sources and amounts)

Requisition	Amount	Account No:	Source
R0184796	\$400,000.00	02-213-40-622-314	FHWA Grant
R0184797	\$225,173.00	02-213-40-722-314	FHWA Grant
R0187556	\$3,007.86	04-215-55-158-990	Capital
\$628,180.86 – Total Base Bid Amount			
R0187557	\$125,636.17	04-215-55-158-990	Capital
\$125,636.17 – 20% Contingency Amount			
\$753,817.03 – Total Encumbrance			

Contract term

120 consecutive days

Type of award

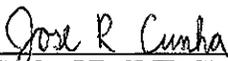
If "Other Exception", enter type

Additional Information

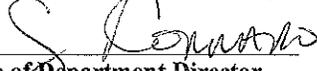
I certify that all the facts presented herein are accurate.


Andrew Vischio, PE, Director, Traffic & Transp.

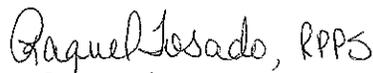
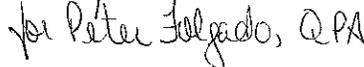
3/6/19
Date


Jose R. Cunha, PE, CME, City Engineer

3/6/19
Date


Signature of Department Director

3/7/19
Date

3/14/19

RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0184796, 0184797 & 0187556

PO # 132852, 132853 & 132854

DEPT/DIV: Admin/Eng, Traff. & Transp.

SUBJ: Dr. MLK Jr. Intersection Improvements
Project No. 15-002-T

GOODS & SERVICES NON BIDS

		<i>Amending</i>	<i>Emergency</i>	<i>EUS</i>	<i>GSA</i>	<i>Ordinance</i>	<i>Pay to Play</i>	<i>Prof Service</i>	<i>State Contract</i>	<i>Library</i>	<i>Resolution</i>
Quote/Proposal/Agreement											
EEO/AA Compliance											
BRC/Validation											
Pay-to-Play, Political Contribution/B.E.D.											
Legislative Fact Sheet/ Determination of Value											

BIDS

		<i>Good & Services</i>	<i>Construction</i>	<i>RFP'S</i>	<i>RFQ'S</i>	<i>Resolution</i>	<i>Open-End</i>
Proposal Page/Amounts			X			X	
EEO/AA Compliance			X				
BRC/Validation			X				
Certification Regarding Suspension/Debarment			X				
Legislative Fact Sheet/ Determination of Value			X				

Notes:



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
280 GROVE ST | JERSEY CITY, NJ 07302
P: 201 547 5146 | F: 201 547 4833



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : March 6, 2019
TO : Peter Folgado, RPP0, QPA, Purchasing Agent
FROM : Brian D. Platt, Business Administrator
SUBJECT : Award Recommendation Letter
MLK BOULEVARD, SEC. 2 – Local Safety Program FY15-16
Jersey City Project No. 15-002 T

Please be advised, as per review of bids received by the Engineering, Traffic and Transportation office, for above-mentioned project, I recommend award of contract to:

ASSUNCAO BROTHERS, INC
29 WOOD AVENUE
EDISON, NJ 08820

TOTAL CONTRACT AMOUNT = \$628,180.86

Your office may proceed and utilize the attached requisitions listed below. Also, enclosed is a fact sheet for use with the awarding resolution to be included on the upcoming Council Meeting.

R# 0184796 - Base	02-213-40-622-314	2015 FHWA Grant	\$400,00.00
R# 0184797 - Base	02-213-40-722-314	2016 FHWA Grant	\$225,173.00
R# 0187556 - Base	04-215-55-158-990	2018 CAPITAL	\$3,007.86
R# 0187557 -Contingency	04-215-55-158-990	2018 CAPITAL	\$125,636.17

TOTAL AMOUNT ENCUMBERED \$753,817.03

If you have any questions do not hesitate to call.

Brian D. Platt, 
Gregory J. Corrado
Assistant Business Administrator

Attachments

- c: Jose R. Cunha, PE, CME, CPWM, CRP, City Engineer
- Raquel Tosado, Contractor Manager
- Paola Campbell, Purchasing Division
- Paul Russo, Supervising Engineer
- Dawn Odom, Supervising Administrative Analyst



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



STEVEN M. FULOP
MAYOR OF JERSEY CITY

BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

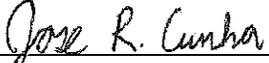
DATE : March 6, 2019
TO : Brian D. Platt, Business Administrator
FROM : Jose R. Cunha, PE, CME, Municipal Engineer
SUBJECT : **Recommendation Letter**
MLK BOULEVARD, SEC. 2 – Local Safety Program FY15-16
Jersey City Project No. 15-002 T

Please be advised, after a careful and thorough review of bids received by the Engineering, Traffic and Transportation office, for above-mentioned project, it is recommended that the contract be awarded to:

**ASSUNCAO BROTHERS, INC
29 WOOD AVENUE
EDISON, NJ 08820**

Total Contract Amount is **\$628,180.86** and requisitions to be used by the Purchasing Division is herewith attached along with the factsheet.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at x6986.



JOSE R. CUNHA, PE, CME
City Engineer

C: Peter Folgado, Purchasing Agent
Paul Russo, Supervising Engineer
Dawn Odom, Supv Adm Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : March 6, 2019

TO : Rolando Lavarro, Council President and Municipal Council

FROM : ^{JRC} Jose R. Cunha, PE, CME, CPWM, CRP, and Director of ET&T

SUBJECT : **Recommendation to Award Contract**
MLK BOULEVARD, SEC. 2 – Local Safety Program FY15-16
Jersey City Project No. 15-002 T

Attached for your consideration is a Resolution authorizing award of a construction contract between the City and Assuncao Brothers, Inc., from Edison, NJ for the Dr. MLK Boulevard Local Safety Improvements. This project was advertised for public bid, and two (2) bids were received on September 18, 2018. The total contract awarded will be \$628,180.86. The total encumbrance amount is \$723,817.03, including the 20% contingency.

This project is funded with Federal Highway Administration dollars.

Attachments

C: Brian D. Platt, Business Administrator
Peter Folgado, Purchasing Agent
Raquel Tosado, Contractor Manager
Paul Russo, Supervising Engineer
Dawn Odom, Supervising Administrative Analyst

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

City Clerk File No. Res. 18-983

Agenda No. 10.X

Approved: NOV 07 2018



TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2018-DT-BLA-205 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT FOR THE DR. MARTIN LUTHER KING DRIVE, SEC. 2 INTERSECTION IMPROVEMENTS PROVIDED FOR THROUGH THE U.S. DEPARTMENT OF TRANSPORTATION

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

WHEREAS, the City of Jersey City (City), Department of Administration, Division of Engineering, Traffic and Transportation submitted an application to the North Jersey Transportation Planning Authority (NJTPA) for federal funding under the FY2015-2016 Local Safety Program for a project known as Dr. Martin Luther King Drive, Sec. 2 Intersection Improvements, Jersey City Project No: 15-002-T, Federal Aid Project No: HSP-0609 (357) CON was authorized and found eligible for federal cost reimbursement in the amount not to exceed \$625,173.00; and

WHEREAS, the New Jersey Department of Transportation (NJDOT) received federal authorization on August 6, 2018 allowing the City to move forward with the public bid and implementing the Dr. Martin Luther King Drive, Sec. 2 Intersection Improvements, Jersey City Project No: 15-002-T, Federal Aid Project No: HSP-0609 (357) CON; and

WHEREAS, under the terms and conditions of the federal aid agreement the City must execute the *Cost Reimbursement Agreement No. 2018-DT-BLA-205* in which all such work shall be completed by September 30, 2021 unless the Cost Reimbursement Agreement is terminated or extended by written authorization of the State; and

WHEREAS, the City prepared plans, specifications and designated a resident engineer to monitor and inspect all work performed by the contractor awarded the construction contract, in addition to controlling the approved budget, administering payment vouchers and submitting compliance/progress reports regarding such transactions to NJDOT for allowable cost reimbursement not to exceed \$625,173.00; and

WHEREAS, the City agrees to accept responsibility for maintenance of the project after construction is completed.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator and City Clerk are authorized to execute the *Cost Reimbursement Agreement No. 2018-DT-BLA-205*, which is attached hereto, for the Dr. Martin Luther King Drive, Sec. 2 Intersection Improvements, Jersey City Project No: 15-002-T, Federal Aid Project No: HSP-0609 (357) CON and their signatures constitute acceptance of the terms and conditions of the federal grant agreement; and

BE IT FURTHER RESOLVED, that the Mayor or Business Administrator are hereby authorized to accept federal aid on behalf of the City of Jersey City from the New Jersey Department of Transportation for the Dr. Martin Luther King Drive, Sec. 2 Intersection Improvements, Jersey City Project No: 15-002-T, Federal Aid Project No: HSP-0609 (357) CON.

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-7-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZAREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIAND	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

DR. MARTIN LUTHER KING DRIVE INTERSECTION SAFETY IMPROVEMENTS, FEDERAL PROJECT NO. HSP 0609 357, I.C. PROJECT NO. 15-002-T

MUNICIPALITY: JERSEY CITY

COUNTY: HUDSON

BIDS RECEIVED SEPTEMBER 18, 2018

NO	DESCRIPTION	QTY	ENGINEER'S ESTIMATE		ASSUNCAO BROTHERS, INC EDISON, N.J.		ZUCCARO INC SADDLE BROOK, N.J.		AVERAGE		
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	TRAFFIC DIRECTOR, JERSEY CITY POLICE	1	LS	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
2	INLET FILTERS, TYPE 2, 2' X 4'	41	UNIT	\$105.00	\$4,305.00	\$0.01	\$0.41	\$200.00	\$8,200.00	\$100.01	\$4,100.21
3	INLET FILTERS, TYPE 2, 4' X 4'	1	UNIT	\$163.00	\$163.00	\$0.01	\$0.01	\$250.00	\$250.00	\$125.01	\$125.01
4	BREAKAWAY BARRICADES	30	UNIT	\$75.00	\$2,250.00	\$0.01	\$0.30	\$50.00	\$1,500.00	\$25.01	\$750.15
5	DRUMS	35	UNIT	\$55.00	\$1,925.00	\$0.01	\$0.35	\$50.00	\$1,750.00	\$25.01	\$875.18
6	TRAFFIC CONES	45	UNIT	\$15.00	\$675.00	\$0.01	\$0.45	\$25.00	\$1,125.00	\$12.51	\$562.73
7	CONSTRUCTION SIGNS	450	SF	\$11.00	\$4,950.00	\$17.06	\$7,677.00	\$25.00	\$11,250.00	\$21.03	\$9,463.50
8	FLASHING ARROW BOARD, 4' X 8,	2	UNIT	\$900.00	\$1,800.00	\$0.01	\$0.02	\$1,500.00	\$3,000.00	\$750.01	\$1,500.01
9	TRAFFIC DIRECTORS, FLAGGER	350	HRS	\$70.00	\$24,500.00	\$0.01	\$3.50	\$60.00	\$21,000.00	\$30.01	\$10,501.75
10	CLEARING SITE	1	LS	\$15,000.00	\$15,000.00	\$26,761.25	\$26,761.25	\$25,000.00	\$25,000.00	\$25,880.63	\$25,880.63
11	EXCAVATION, TEST PIT	30	CV	\$200.00	\$6,000.00	\$0.01	\$0.30	\$100.00	\$3,000.00	\$50.01	\$1,500.15
12	REMOVAL OF PAVEMENT	351	SY	\$27.00	\$9,477.00	\$48.17	\$16,907.67	\$50.00	\$17,550.00	\$49.09	\$17,228.84
13	DENSE GRADED AGGREGATE BASE COURSE, 8" THICK	351	SY	\$19.00	\$6,669.00	\$6.87	\$2,411.37	\$45.00	\$15,795.00	\$25.94	\$9,103.19
14	HOT MIX ASPHALT, 12.5M64 SURFACE COURSE	48	TONS	\$165.00	\$7,920.00	\$301.03	\$14,449.44	\$150.00	\$7,200.00	\$225.52	\$10,824.72
15	HOT MIX ASPHALT, 19M64 BASE COURSE	156	TONS	\$150.00	\$23,400.00	\$69.00	\$10,764.00	\$140.00	\$21,840.00	\$104.50	\$16,302.00
16	SET INLET, TYPE B CASTING	4	UNIT	\$1,465.00	\$5,860.00	\$1,483.45	\$5,933.80	\$2,000.00	\$8,000.00	\$1,741.73	\$6,966.90
17	SET INLET, TYPE B MODIFIED CASTING	8	UNIT	\$1,100.00	\$8,800.00	\$1,459.49	\$11,675.92	\$2,500.00	\$20,000.00	\$1,979.75	\$15,837.96
18	RESET EXISTING CASTING	55	UNIT	\$545.00	\$29,975.00	\$715.85	\$39,371.75	\$450.00	\$24,750.00	\$582.93	\$32,060.88
19	CURB PIECE	6	UNIT	\$450.00	\$2,700.00	\$345.01	\$2,070.06	\$450.00	\$2,700.00	\$397.51	\$2,385.03
20	RESET BRICK PAVERS	47	SY	\$97.00	\$4,559.00	\$93.16	\$4,378.52	\$125.00	\$5,875.00	\$109.08	\$5,126.76
21	CONCRETE SIDEWALK, 4" THICK	1,656	LF	\$87.00	\$144,072.00	\$94.64	\$156,723.84	\$100.00	\$165,600.00	\$97.32	\$161,161.92
22	DETECTABLE WARNING SURFACE	48	TON	\$250.00	\$12,000.00	\$230.01	\$11,040.48	\$300.00	\$14,400.00	\$265.01	\$12,720.24
23	9" X 20" CONCRETE VERTICAL CURB	1,708	LF	\$58.00	\$99,064.00	\$52.76	\$90,114.08	\$45.00	\$76,860.00	\$48.88	\$83,487.04
24	REGULATORY AND WARNING SIGNS	250	SY	\$43.00	\$10,750.00	\$47.25	\$11,812.50	\$50.00	\$12,500.00	\$48.63	\$12,156.25
25	RESET WATER VALVE BOX	20	SY	\$115.00	\$2,300.00	\$57.50	\$1,150.00	\$100.00	\$2,000.00	\$78.75	\$1,575.00
26	3" RIGID METALLIC CONDUIT	450	CV	\$70.00	\$31,500.00	\$105.00	\$47,250.00	\$100.00	\$45,000.00	\$102.50	\$46,125.00
27	18" X 36" JUNCTION BOX	4	UNIT	\$2,315.00	\$9,260.00	\$2,100.02	\$8,400.08	\$2,000.00	\$8,000.00	\$2,050.01	\$8,200.04
28	RESET JUNCTION BOX	4	UNIT	\$1,000.00	\$4,000.00	\$2,625.03	\$10,500.12	\$2,500.00	\$10,000.00	\$2,562.52	\$10,250.06
29	FOUNDATION, TYPE SPF	3	UNIT	\$1,350.00	\$4,050.00	\$2,100.02	\$6,300.06	\$2,000.00	\$6,000.00	\$2,050.01	\$6,150.03
30	GROUND WIRE, NO. 8 AWG	450	LF	\$5.50	\$2,475.00	\$2.78	\$1,251.00	\$6.00	\$2,700.00	\$4.39	\$1,975.50
31	PEDESTRIAN SIGNAL STANDARD	3	UNIT	\$990.00	\$2,970.00	\$1,218.01	\$3,654.03	\$1,200.00	\$3,600.00	\$1,209.01	\$3,627.02
32	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	1,275	LF	\$4.75	\$6,056.25	\$2.94	\$3,748.50	\$5.00	\$6,375.00	\$3.97	\$5,061.75
33	TRAFFIC SIGNAL CABLE, 5 CONDUCTOR	2,068	LF	\$4.50	\$9,306.00	\$3.36	\$6,948.48	\$5.00	\$10,340.00	\$4.18	\$8,644.24
34	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	372	LF	\$4.75	\$1,767.00	\$3.99	\$1,484.28	\$5.00	\$1,860.00	\$4.50	\$1,672.14
35	PEDESTRIAN SIGNAL HEAD	10	UNIT	\$965.00	\$9,650.00	\$1,045.81	\$10,458.10	\$900.00	\$9,000.00	\$972.91	\$9,729.05
36	TRAFFIC SIGNAL BACKPLATE	20	UNIT	\$190.00	\$3,800.00	\$267.75	\$5,355.00	\$250.00	\$5,000.00	\$258.88	\$5,177.50
37	PUSH BUTTON PEDESTAL POLE	5	UNIT	\$2,725.00	\$13,625.00	\$1,005.91	\$5,029.55	\$2,000.00	\$10,000.00	\$1,502.96	\$7,514.78
38	PUSH BUTTON ASSEMBLIES, TYPE APS	20	UNIT	\$1,700.00	\$34,000.00	\$936.61	\$18,732.20	\$2,800.00	\$56,000.00	\$1,868.31	\$37,366.10
39	IMAGE DETECTOR	4	UNIT	\$5,110.00	\$20,440.00	\$6,342.06	\$25,368.24	\$7,800.00	\$31,200.00	\$7,071.03	\$28,284.12
40	APS CONTROL UNIT	4	UNIT	\$3,815.00	\$15,260.00	\$3,234.03	\$12,936.12	\$7,000.00	\$28,000.00	\$5,117.02	\$20,468.06
41	CONTROLLER MODIFICATION	4	UNIT	\$6,975.00	\$27,900.00	\$1,879.52	\$7,518.08	\$5,000.00	\$20,000.00	\$3,439.76	\$13,759.04
TOTAL BID AMOUNT					\$665,173.25		\$628,180.86		\$764,220.00		\$696,200.43

Jose R. Cunha
JOSE R. CUNHA, P.E., C.M.E., MUNICIPAL ENGINEER

Division of Engineering Traffic Transportation
 Dr. Martin Luther King Drive, 2015 Local Safety Program
 Jersey City Project No: 15-002-T
 Federal Highway Agreement No: 2018-DT-BLA-205

<u>Requisition No:</u>	<u>Amount:</u>	<u>Account No:</u>	<u>Source:</u>	<u>Availability</u>
R 0184796	\$400,000.00	02-213-40-522-314	NJTPA FY2015 Local Safety	Yes HSP0609 (357)
R 0184797 *M	\$225,173.00	02-213-40-722-314	NJTPA FY2015 Local Safety	Yes HSP0609 (357)
R 0187556 * M	\$3,007.86	04-215-55-158-990	2018 Engineering Capital	Awarded Grants City Match
TOTAL ENCUM	\$628,180.86			
ASSUNCAO BASE BID	\$ 628,180.86			
	\$0.00			
<u>Requisition No:</u>	<u>Amount:</u>	<u>Account No:</u>	<u>Source:</u>	<u>Availability</u>
R 0187557	\$125,636.17	04-215-55-158-990	2018 Engineering Capital	Awarded Grants City Match
TOTAL ENCUM	\$125,636.17			
20% Contingency	\$ 125,636.17			

* Modify this Requisition by Account and Amount

SCHEDULE OF PRICES

ITEM NO. 1 TRAFFIC DIRECTORS, JERSEY CITY POLICE
 ALLOWANCE @ \$40,000.00 \$ 40,000.000

 FORTY THOUSAND DOLLARS
 (Write Unit Price)

ITEM NO. 2 INLET FILTERS, TYPE 2, 2' X 4'
 41 UNITS @ \$ 0.01 per Unit \$ 0.41

 One cent
 (Write Unit Price)

ITEM NO. 3 INLET FILTERS, TYPE 2, 4' X 4'
 1 UNIT @ \$ 0.01 per Unit \$ 0.01

 one cent
 (Write Unit Price)

ITEM NO. 4 BREAKAWAY BARRICADES
 30 UNITS @ \$ 0.01 per Unit \$ 0.30

 One cent
 (Write Unit Price)

ITEM NO. 5 DRUMS
 35 UNITS @ \$ 0.01 per Unit \$ 0.35

 one cent
 (Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 6

TRAFFIC CONES

45 UNITS @ \$ 0.01 per Unit

\$ 0.45

one cent
(Write Unit Price)

ITEM NO. 7

CONSTRUCTION SIGNS

450 S.F. @ \$ 17.06 per Square Foot

\$ 7,677.00

seventeen dollars and six cents
(Write Unit Price)

ITEM NO. 8

FLASHING ARROW BOARD, 4' X 8,

2 UNITS @ \$ 0.01 per Unit

\$ 0.02

one cent
(Write Unit Price)

ITEM NO. 9

TRAFFIC DIRECTORS, FLAGGER

350 HOURS @ \$ 0.01 per Hour

\$ 3.50

one cent
(Write Unit Price)

ITEM NO. 10

CLEARING SITE

1 LS @ \$ 26,761.²⁵ per Lump Sum

\$ 26,761.²⁵

twenty six thousand seven hundred sixty one dollars and twenty five cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 11 EXCAVATION, TEST PIT

30 CUBIC YARDS @ \$ 0.01 per Cubic Yard \$ 0.30

One cent

(Write Unit Price)

ITEM NO. 12 REMOVAL OF PAVEMENT

351 S.Y. @ \$ 48.17 per Square Yard \$ 16,907.07

forty eight dollars and seventeen cents

(Write Unit Price)

ITEM NO. 13 DENSE GRADED AGGREGATE BASE COURSE, 8" THICK

351 S.Y. @ \$ 6.87 per Square Yard \$ 2,411.37

Six dollars and eighty seven cents

(Write Unit Price)

ITEM NO. 14 HOT MIX ASPHALT, 12.5M64 SURFACE COURSE

48 TONS @ \$ 301.03 per Ton \$ 14,449.44

three hundred one dollar and three cents

(Write Unit Price)

ITEM NO. 15 HOT MIX ASPHALT, 19M64 BASE COURSE

156 TONS @ \$ 69.00 per Ton \$ 10,764.00

Sixty nine dollars and no cents

(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 16 SET INLET, TYPE B CASTING
 4 UNITS @ \$1483.⁴⁵ per Unit \$5,933.⁸⁰
One thousand four hundred eighty three dollars and forty five cents
 (Write Unit Price)

ITEM NO. 17 SET INLET, TYPE B MODIFIED CASTING
 8 UNITS @ \$1459.⁴⁹ per Unit \$11,675.⁹²
One thousand four hundred fifty nine dollars and forty nine cents
 (Write Unit Price)

ITEM NO. 18 RESET EXISTING CASTING
 55 UNITS @ \$715.⁸⁵ per Unit \$39,371.⁷⁵
Seven hundred fifteen dollars and eighty five cents
 (Write Unit Price)

ITEM NO. 19 CURB PIECE
 6 UNITS @ \$345.⁰¹ per Unit \$2,070.⁰⁶
Three hundred forty five dollars and one cent
 (Write Unit Price)

ITEM NO. 20 RESET BRICK PAVERS
 47 S.Y. @ \$93.¹⁴ per Square Yard \$4,378.⁵²
Ninety three dollars and sixteen cents
 (Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 21

CONCRETE SIDEWALK, 4" THICK

1,656 S.Y. @ \$ 94.⁶⁴ per Square Yard

\$ 156,723.⁸⁴

ninety four dollars and sixty four cents
(Write Unit Price)

ITEM NO. 22

DETECTABLE WARNING SURFACE

48 S.Y. @ \$ 230.⁰¹ per Square Yard

\$ 11,040.⁴⁸

two hundred thirty dollars and one cent
(Write Unit Price)

ITEM NO. 23

9" X 20" CONCRETE VERTICAL CURB

1,708 L.F. @ \$ 52.⁷⁶ per Linear Foot

\$ 90,114.⁰⁸

fifty two dollars and seventy six cents
(Write Unit Price)

ITEM NO. 24

REGULATORY AND WARNING SIGNS

250 S.F. @ \$ 47.²⁵ per Square Foot

\$ 11,812.⁵⁰

forty seven dollars and twenty five cents
(Write Unit Price)

ITEM NO. 25

RESET WATER VALVE BOX

20 UNITS @ \$ 57.⁵⁰ per Unit

\$ 1,150.⁰⁰

fifty seven dollars and fifty cents
(Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 26 3" RIGID METALLIC CONDUIT
 450 L.F. @ \$105.⁰⁰ per Linear Foot
One hundred five dollars and no cents
 (Write Unit Price) \$ 47,250.⁰⁰

ITEM NO. 27 18" X 36" JUNCTION BOX
 4 UNITS @ \$2100.⁰⁰ per Unit
two thousand one hundred dollars and two cents
 (Write Unit Price) \$ 8,400.⁰⁰

ITEM NO. 28 RESET JUNCTION BOX
 4 UNITS @ \$2625.⁰⁰ per Unit
two thousand six hundred twenty five dollars and three cents
 (Write Unit Price) \$ 10,500.¹²

ITEM NO. 29 FOUNDATION, TYPE SPF
 3 UNITS @ \$2100.⁰⁰ per Unit
two thousand one hundred dollars and two cents
 (Write Unit Price) \$ 6,300.⁰⁰

ITEM NO. 30 GROUND WIRE, NO. 8 AWG
 450 L.F. @ \$2.⁷⁵ per Linear Foot
two dollars and seventy eight cents
 (Write Unit Price) \$ 1,251.⁰⁰

SCHEDULE OF PRICES

ITEM NO. 31 PEDESTRIAN SIGNAL STANDARD
 3 UNITS @ \$1,218.⁰¹ per Unit \$ 3,654.⁰³

One thousand two hundred eighteen dollars and one cent
 (Write Unit Price)

ITEM NO. 32 TRAFFIC SIGNAL CABLE, 2 CONDUCTOR
 1,275 L.F. @ \$2.⁴¹ per Linear Foot \$ 3,748.⁵⁰

two dollars and ninety four cents
 (Write Unit Price)

ITEM NO. 33 TRAFFIC SIGNAL CABLE, 5 CONDUCTOR
 2,068 L.F. @ \$3.³⁶ per Linear Foot \$ 6,948.⁴⁸

three dollars and thirty six cents
 (Write Unit Price)

ITEM NO. 34 TRAFFIC SIGNAL CABLE, 10 CONDUCTOR
 372 L.F. @ \$3.⁹⁹ per Linear Foot \$ 1,484.⁹⁸

three dollars and ninety nine cents
 (Write Unit Price)

ITEM NO. 35 PEDESTRIAN SIGNAL HEAD
 10 UNITS @ \$1,045.⁸¹ per Unit \$ 10,458.¹⁰

One thousand forty five dollars and eighty one cents
 (Write Unit Price)

ITEM NO. 36 TRAFFIC SIGNAL BACKPLATE
 20 UNIT @ \$267.⁷⁵ per Unit \$ 5,355.⁰⁰

two hundred sixty seven dollars and seventy five cents
 (Write Unit Price)

SCHEDULE OF PRICES

ITEM NO. 37 PUSH BUTTON PEDESTAL POLE

5 UNIT @ \$1,005.⁹¹ per Unit

\$5,029.⁵⁵

One thousand five dollars and ninety one cents
(Write Unit Price)

ITEM NO. 38 PUSH BUTTON ASSEMBLIES, TYPE APS

20 UNIT @ \$936.⁶¹ per Unit

\$18,732.²⁰

Nine hundred thirty six dollars and sixty one cents
(Write Unit Price)

ITEM NO. 39 IMAGE DETECTOR

4 UNITS @ \$6,342.⁰⁰ per Unit

\$25,368.²⁴

Six thousand three hundred forty two dollars and six cents
(Write Unit Price)

ITEM NO. 40 APS CONTROL UNIT

4 UNITS @ \$3,234.⁰³ per Unit

\$12,936.¹²

Three thousand two hundred thirty four dollars and three cents
(Write Unit Price)

ITEM NO. 41 CONTROLLER MODIFICATION

4 UNITS @ \$1,879.⁵² per Unit

\$7,518.⁰⁸

One thousand eight hundred seventy nine dollars and fifty two cents
(Write Unit Price)

SUBTOTAL (ITEMS 1-41)

\$ 628,180.⁸⁶

Six hundred twenty eight thousand ^(In Figures)

One hundred eight dollars and eighty six cents
(Price In Words - Dollars and Cents)

TOTAL BASE BID PRICE

\$ 628,180.⁸⁶

Six hundred twenty eight thousand ^(In Figures) One hundred
eighty dollars and eighty six cents
(Price In Words - Dollars and Cents)

The undersigned is _____ (an individual)

(a corporation) under the laws

_____ (a partnership)

of the State of New Jersey having offices

at 29 Wood Ave Edison, NJ 08820

Signed _____

Name Martin Assuncao

(Type or Print) Title President

Company Assuncao Brothers Inc

Address 29 Wood Ave
Edison, NJ 08820

Phone 732 549-8582

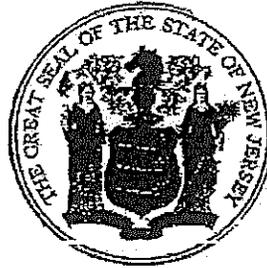
Fax 732 549 9521

E-Mail Cathy@AssuncaoBrothers.com

(Seal if Bid is by a Corporation)

Certificate Number
612999

Registration Date: 02/01/2018
Expiration Date: 01/31/2020



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Assunção Brothers, Inc.
2018

Responsible Representative(s):
Martín Assuncao, President

Aaron R. Fichtner, Ph.D., Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development

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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME
ASSUNCAO BROS. INC.

TRADE NAME

TAXPAYER IDENTIFICATION#

221-643-80670001

CONTRACTOR CERTIFICATION#

0097022

ADDRESS

29 WOOD AVENUE
EDISON N.J. 08820

ISSUANCE DATE

10/18/01

EFFECTIVE DATE

01/10/01

FORM BRO (98-02)

Patricia L. Chiriac
Director, Division of Revenue

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



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0097022 FOR ASSUNCAO BROS., INC. IS VALID.

VERIFIED
PC

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

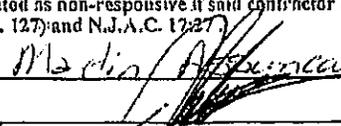
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

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

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Martin A. Serrano, President

Representative's Signature: 

Name of Company: A. Serrano Brothers, Inc. Tel. No.: 732-419-8552 Date: 9-18-18

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

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

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

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

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

Representative's Name/Title Print: Ms. [Signature] President
Representative's Signature: [Signature]
Name of Company: HumanCare Partners Inc
Tel. No.: 732 349 5552 Date: 9-18-18

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 : Assuncao Brothers Inc
Address : 29 West Ave, Edison, NJ 08800
Telephone No. : 732-544-1592
Contact Name: Martin Assuncao

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 EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION 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 : Assuncao Brothers Inc.
Address : 29 Wood Ave, Edison, NJ 08820
Telephone No. : 732-541-8582
Contact Name: Martin Assuncao

Please check applicable category :

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

Definitions:

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: Dr. Martin Luther King Jr. Drive # 15-002-T
Substation Safety Improvements

Contractor: Asuncion Brothers Inc Bid Amt. \$ 628,180.86

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Electric	\$97,000.00			X

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration

Office of Equal Opportunity/Affirmative Action
Dr. Martin Luther King Jr. Drive

Project: *Intersection Safety Improvements* # *15-002-T*
 Contractor: *Assuncao Brothers Inc.* Bid Amt. \$ *628,180.86*

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither:

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
<i>Electric</i>	<i>\$97,000.00</i>			<input checked="" type="checkbox"/>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

Dr. Martin Luther King Jr. Intersectin Safety Improvements

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

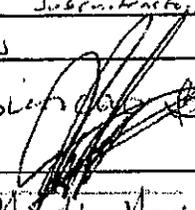
Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither
Electric	Platino Electric Inc 400 Clinton Ave Freehold, NJ 07728	\$97,000.00			X

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or-suppliers?

To reach out to subcontractors and vendors for prices on a per-job basis

Name of Contractor *Assurance Brothers Inc*

By: Signature



Type or print name/title: *Martin Assurance - President*

Telephone No: *732 319 8582* Date: *9-18-18*

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By: _____ Date: _____

PURCHASING COPY

MWBE Page 3 Project Dr. Martin Luther King Jr. Intersection Safety Improvements

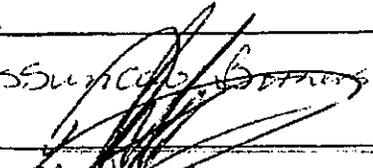
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither
Electric	Pantaleo Electric Inc 400 Sherman St Freehold, NJ 07718	\$97,000.00			X

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

To reach out to subcontractors and vendors for prices on a per job basis

Name of Contractor Assurance Contracting Inc

By: Signature 

Type or print name/title: Massimo Assuncao President

Telephone No: 732 549 8582 Date 9-18-18

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

EQUAL EMPLOYMENT OPPORTUNITY COPY

NJ Department of Transportation
Division of Civil Rights & Affirmative Action

DBE/ESBE/SBE REGULAR DEALER/SUPPLIER VERIFICATION FORM
(To be completed by DBE/ESBE/SBE firm)

Project Name: <i>Dr. Martin Luther King Jr. Intersection Safety Imp.</i>		DP Number
Bidder/Prime Contractor: <i>Assuncao Brothers Inc</i>		
DBE/ESBE/SBE Firm: <i>DBE/ESBE/SBE</i>	Address: <i>29 Ward Ave Edison, NJ 08820</i>	Phone Number <i>732 919 8552</i>
Provide a brief description of the material(s) your firm will be supplying and the Prime is requesting be credited as a regular dealer (include item number and estimate quantities when possible).		

If either question is marked "No", the Bidder/Prime Contractor cannot receive regular dealer credit for the services provided by the DBE/ESBE/SBE firm. Instead, the maximum credit that could be received would be the fee or commission the DBE/ESBE/SBE firm receives for its services. Before executing this form, read the "Guide for Counting DBE/ESBE/SBE Suppliers" on page 2 which includes the official question and answer issued by the United States Department of Transportation.

	Check one for each question
1. Does your firm 'regularly' engage in the purchase and sale or lease, to the general public in the usual course of its business, of product(s) of the general character which will be involved in this contract and for which DBE/ESBE/SBE credit is being sought?	<input type="radio"/> Yes <input checked="" type="radio"/> No
2. Is the role your firm will play on this specific contract be consistent with the regular sale or lease of the product(s) in question, as distinct from a role better understood as that of a broker, packager, manufacturer's representative, or other person who arranges or expedites a transaction?	<input type="radio"/> Yes <input checked="" type="radio"/> No

Authorized Representative of DBE/ESBE/SBE Firm

The undersigned individual hereby verifies that he/she is authorized to make this verification on behalf of the DBE/ESBE/SBE firm, that the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a package, broker, manufacturer representative, or other person who arranges or expedites transactions, the the answers and information provided herein are true and correct to the best of her/his knowledge, information and belief and that this verification is made subject to the penalties of 49 CFR Part 26.

Signature: *[Signature]* Date: *9-18-18*

Printed Name: *Martin Assuncao - President* Phone Number: *732 919 8552*

Authorized Representative of Bidder/Prime Contractor

The undersigned individual hereby verifies the he/she is authorized to make this verification on behalf of the Bidder/Prime Contractor, that, to the best of his/her knowledge, information and belief, the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a packager, broker, manufacturer representative, or other person who arranges or expedites transactions and that this verification is made subject to the penalties of 49 CFR Part 26.

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements to the Department they take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Signature: *[Signature]* Date: *9-18-18*

Printed Name: *Martin Assuncao - President* Phone Number: *732 919 8552*

City of Jersey City

NJ Department of Transportation
Division of Civil Rights & Affirmative Action

DBE/ESBE/SBE REGULAR DEALER/SUPPLIER VERIFICATION FORM
(To be completed by DBE/ESBE/SBE firm)

Project Name: <i>St. Michael's Lutheran Community, Totowa, NJ, Solidly Investments</i>		OP Number
Bidder/Prime Contractor: <i>As a member of Totowa, NJ</i>		
DBE/ESBE/SBE Firm: <i>Pantaleo Electric</i>	Address: <i>400 Oak St., Elmhurst, NJ</i>	Phone Number: <i>732-409-3600</i>
Provide a brief description of the material(s) your firm will be supplying and the Prime is requesting be credited as a regular dealer (include item number and estimate quantities when possible). <i>Electrical Subcontractor</i>		
<p>1. Does your firm 'regularly' engage in the purchase and sale or lease, to the general public in the usual course of its business, of product(s) of the general character which will be involved in this contract and for which DBE/ESBE/SBE credit is being sought?</p> <p style="text-align: right;">Check one for each question</p> <p style="text-align: right;"><input type="radio"/> Yes <input checked="" type="radio"/> No</p>		
<p>2. Is the role your firm will play on this specific contract be consistent with the regular sale or lease of the product(s) in question, as distinct from a role better understood as that of a broker, packager, manufacturer's representative, or other person who arranges or expedites a transaction?</p> <p style="text-align: right;"><input type="radio"/> Yes <input checked="" type="radio"/> No</p>		
<p>Authorized Representative of DBE/ESBE/SBE Firm</p> <p>The undersigned individual hereby verifies that he/she is authorized to make this verification on behalf of the DBE/ESBE/SBE firm, that the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a packager, broker, manufacturer representative, or other person who arranges or expedites transactions, that the answers and information provided herein are true and correct to the best of her/his knowledge, information and belief and that this verification is made subject to the penalties of 49 CFR Part 26.</p> <p>Signature: <i>Marianne Pantaleo</i></p> <p>Printed Name: MARIANNE PANTALEO</p> <p>Date: <i>9/21/18</i></p> <p>Phone Number: <i>732-409-3600</i></p>		
<p>Authorized Representative of Bidder/Prime Contractor</p> <p>The undersigned individual hereby verifies that he/she is authorized to make this verification on behalf of the Bidder/Prime Contractor, that, to the best of his/her knowledge, information and belief, the DBE/ESBE/SBE firm 'regularly' engages in the purchase and sale or lease of the items listed herein and is not otherwise a packager, broker, manufacturer representative, or other person who arranges or expedites transactions and that this verification is made subject to the penalties of 49 CFR Part 26.</p> <p><small>(Under 49 CFR Part 26, Subpart 1, Sections 1.101-1 and 1.101-2, if any firm, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided false information, the Department may take enforcement action under 49 C.F.R. Part 26, Program Fraud and Civil Remedies, and refer the matter to the Federal Bureau of Investigation for potential prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.)</small></p> <p>Signature: <i>[Signature]</i></p> <p>Printed Name: <i>President</i></p> <p>Date: <i>9/21/18</i></p> <p>Phone Number: <i>732-515-8552</i></p>		

New Jersey Department of Transportation
Confirmation of DBE/ESBE/SBE Firm

TO BE COMPLETED BY DBE/ESBE/SBE FIRM

Name of DBE/ESBE/SBE Firm: Assurance Partners Inc
 DBE/ESBE/SBE Firm's Contact Information:
 Address: 29 Wood St Edison NJ 08820
 Phone: 732 919 8582
 E-mail Address: Cathy@AssurancePartners.com
 NIDOT Project Name: Dr. Martin Luther King Jr. Intersect Safety Improvements
 DP Number (provided by NDOT): _____
 Bidder (Prime): Assurance Partners Inc
 Proposed Start Date of DBE/ESBE/SBE Firm's Work: WVTP
 Proposed Dollar Amount of DBE/ESBE/SBE Work if Contract is awarded to Bidder (Prime):
\$531,180.00
 Proposed DBE/ESBE/SBE Work Items, including Item Descriptions

Please answer each question listed below		Yes	No
If this project is awarded to the Bidder/Prime Contractor listed, do you verify your intent to complete the proposed subcontract work items?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all of your employees carried on your firm's payroll?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is your firm's equipment registered in your name?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
If not, is it leased from the Bidder/Prime Contractor or any other contractor on the project?		<input type="checkbox"/>	<input type="checkbox"/>
Will the equipment you use display your firm's name or logo?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is you Superintendent or Foreman working as an employee of any other contractor or subcontractor on the project?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are any of your firm's employees also working for the Bidder/Prime Contractor?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
For Truckers Only: Will you be responsible for the management and supervision of the entire trucking operation for which you are contracted to perform?		<input type="checkbox"/>	<input type="checkbox"/>
For Suppliers Only: Do you own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies or equipment required under the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business?		<input type="checkbox"/>	<input type="checkbox"/>

Title: Martin Assurance - President

Signature of DBE/ESBE/SBE Firm Representative

Date: 7-26-18

I certify that the foregoing statements and information made are true. I am aware that if of the foregoing statements made are untrue, I am subject to punishment. I further certify that I have full power and authority to execute this certification on behalf of the DBE/ESBE/SBE firm, and that all approvals and other actions necessary in connection with the execution of this certification by the above signs have been obtained and are in full force and effect as to the date of execution of this certification.

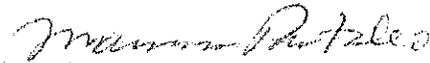
Under 49 C.F.R. 26.107 dated February 3, 1993 and January 23, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

New Jersey Department of Transportation
Confirmation of DBE/ESBE/SBE Firm

TO BE COMPLETED BY DBE/ESBE/SBE FIRM

Name of DBE/ESBE/SBE Firm: Partzleo Electric
 DBE/ESBE/SBE Firm's Contact Information:
 Address: 400 Oakerson Rd (rebuild) NJ
 Phone: 732 429 3600
 E-mail Address: joey@partzleo-electric.com
 NIDOT Project Name: South Mountain Luther King Jr Intersect
Improvements
 DP Number (provided by bidder): _____
 Bidder (Prime): Accurate Brothers Inc
 Proposed Start Date of DBE/ESBE/SBE Firm's Work: 6/1/2017
 Proposed Dollar Amount of DBE/ESBE/SBE Work if Contract is awarded to Bidder (Prime):
\$97,000
 Proposed DBE/ESBE/SBE Work Items, including Item Descriptions

Please answer each question listed below			Yes	No
If this project is awarded to the Bidder/Prime Contractor (listed, do you verify your intent to complete the proposed subcontract work items?)			<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are all of your employees carried on your firm's payroll?			<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is your firm's equipment registered in your name?			<input checked="" type="checkbox"/>	<input type="checkbox"/>
If not, is it leased from the Bidder/Prime Contractor or any other contractor on the project?			<input type="checkbox"/>	<input type="checkbox"/>
Will the equipment you use display your firm's name or logo?			<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is you Superintendent or Foreman working as an employee of any other contractor or subcontractor on the project?			<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are any of your firm's employees also working for the Bidder/Prime Contractor?			<input type="checkbox"/>	<input checked="" type="checkbox"/>
For Truckers Only: Will you be responsible for the management and supervision of the entire trucking operation for which you are contracted to perform?			<input type="checkbox"/>	<input type="checkbox"/>
For Suppliers Only: Do you own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies or equipment required under the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business?			<input type="checkbox"/>	<input type="checkbox"/>

Title: PRESIDENT

 Signature of DBE/ESBE/SBE Firm Representative
 Date: 9/18/17

I certify that the foregoing statements and information made are true. I am aware that if the foregoing statements made are willfully false, I am subject to punishment. I further certify that I have full power and authority to execute this certification on behalf of the DBE/ESBE/SBE firm, Partzleo Electric, and that all approvals and other actions necessary in connection with the execution of this certification by the above signed have been obtained and are in full force and effect as to the date of execution of this certification.

Under 43 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 43 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Form CR-273 (12/2016)

**New Jersey Department of Transportation
Confirmation of DBE/ESBE/SBE Firm**

TO BE COMPLETED BY DBE/ESBE/SBE FIRM

Name of DBE/ESBE/SBE Firm: Assuncao Brothers Inc

DBE/ESBE/SBE Firm's Contact Information:

Address: 29 Wood Ave Edison, NJ 08820

Phone: 732 549 8582

E-mail Address: Cathy@AssuncaoBrothers.com

NJDOT Project Name:

DP Number (provided by Bidder): _____

Bidder (Prime): Assuncao Brothers Inc

Proposed Start Date of DBE/ESBE/SBE Firm's Work: _____

Proposed Dollar Amount of DBE/ESBE/SBE Work if Contract is awarded to Bidder (Prime): _____

Proposed DBE/ESBE/SBE Work Items, Including Item Descriptions

Please answer each question listed below	Yes	No
If this project is awarded to the Bidder/Prime Contractor listed, do you verify your intent to complete the proposed subcontract work items?	<input type="checkbox"/>	<input type="checkbox"/>
Are all of your employees carried on your firm's payroll?	<input type="checkbox"/>	<input type="checkbox"/>
Is your firm's equipment registered in your name?	<input type="checkbox"/>	<input type="checkbox"/>
If not, is it leased from the Bidder/Prime Contractor or any other contractor on the project?	<input type="checkbox"/>	<input type="checkbox"/>
Will the equipment you use display your firm's name or logo?	<input type="checkbox"/>	<input type="checkbox"/>
Is you Superintendent or Foreman working as an employee of any other contractor or subcontractor on the project?	<input type="checkbox"/>	<input type="checkbox"/>
Are any of your firm's employees also working for the Bidder/Prime Contractor?	<input type="checkbox"/>	<input type="checkbox"/>
For Truckers Only: Will you be responsible for the management and supervision of the entire trucking operation for which you are contracted to perform?	<input type="checkbox"/>	<input type="checkbox"/>
For Suppliers Only: Do you own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies or equipment required under the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business?	<input type="checkbox"/>	<input type="checkbox"/>

Title: _____

Signature of DBE/ESBE/SBE Firm Representative

Date: _____

I certify that the foregoing statements and information made are true. I am aware that if of the foregoing statements made are willingly false, I am subject to punishment. I further certify that I have full power and authority to execute this certification on behalf of the DBE/ESBE/SBE firm, _____ and that all approvals and other actions necessary in connection with the execution of this certification by the above signed have been obtained and are in full force and effect as to the date of execution of this certification.

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DBE/ESBE/SBE TRUCKING VERIFICATION**

This commitment is subject to the award and receipt of a signed contract from the New Jersey Department of Transportation for the subject project. Note that copies of all supporting documents must be attached.

Project Name: <i>Dr. Martin Luther King Jr. Intersection Safety Improvements</i>			
Bidder/Prime Contractor Name: <i>Assuncao Brothers Inc</i>			
Address: <i>29 Wood Ave</i>		County: <i>Middlesex</i>	
Telephone Number: <i>732 519 8587</i>	E-mail Address: <i>Lathy@assuncao-brothers.com</i>	DP Number:	
Trucking Firm Name: <i>N/A</i>			
Address:		Telephone Number:	

The DBE/ESBE/SBE Trucking Firm will perform the following described work on the project:

Bld Items	Item Description	Unit	Unit Price	Quantity	Total
	<i>In house</i>		\$		\$
			\$		\$
			\$		\$
			\$		\$
Total Commitment Amount (Amount of DBE/ESBE/SBE Subcontract): \$					

Location(s) material will be transported:

Total number of fully operational DBE/ESBE/SBE owned trucks to be used on contract: _____

First Tier DBE/ESBE/SBE Trucking Firm			
Number of trucks owned: _____			
Specify ALL Vehicle Information:			
Vehicle Identification Number (VIN)	Year	Make	Model
<i>In house</i>			

Project Name: Dr Martin Luther King Jr Intersection Safety Improvement
 Bidder/Prime Contractor: Assencao Brothers Trucking Firm: NONE DP Number: 5

If owner/operator or additional trucking firms are to be used, provide the following information:

Vehicle Identification Number (VIN)	Year	Make	Model
<u>Self</u>			

Total number of fully operational trucks to be leased from a DBE/ESBE/SBE: N/A

Copies of lease agreements for each trucking firm must be submitted to NDOT if the contract is awarded.
 (Note: Subcontracting if different from leasing as it relates to trucking.)

DBE/ESBE/SBE TRUCKING FIRM VEHICLE INFORMATION				
Firm Name	Vehicle Identification Number (VIN)	Year	Make	Model
<u>Self</u>				

Total number of fully operational trucks to be leased from a non-DBE/ESBE/SBE: N/A

Copies of lease agreements for each trucking firm must be submitted to NDOT if the contract is awarded.
 (Note: Subcontracting if different from leasing as it relates to trucking.)

NON-DBE/ESBE/SBE TRUCKING FIRM VEHICLE INFORMATION				
Firm Name	Vehicle Identification Number (VIN)	Year	Make	Model

Under 49 C.F.R. 26.107 dated February 2, 1999 and January 28, 2011, if at any time, the Department or a recipient has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the Department may take enforcement action under 49 C.F.R. Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

Print Name: Assencao Brothers

First Tier DBE/ESBE/SBE Signature: Martin Assencao - President

Date: 9-18-18

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

Res. 19-284

City Clerk File No. _____

Agenda No. 10.z-3

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NEOPOST USA, INC. FOR A THREE YEAR LEASE OF A POSTAGE MACHINE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ADMINISTRATIVE SERVICES (MAIL ROOM)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) needs to lease a postage machine for its daily mailing functions; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited three quotes, including one from Neopost USA Inc., 478 Wheeler Farm Road, Milford, Connecticut 06461 in the total amount of twenty seven thousand, eight hundred thirty seven dollars (\$27,837.00) for the three year term of the lease; and

WHEREAS, the Purchasing Director believes the proposal of Neopost USA, Inc., attached hereto, to be most advantageous, price and other factors considered; 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 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Administrative Services 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 the Contractor has not made any reportable contributions to the political 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 are available for this contract in the Operating Account;

Account	PO #	Total Contract	Temp Encumbrance
01-201-31-433-304	132814	\$27,837.00	\$2,000.00

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

1. A contract is awarded to Neopost USA, Inc. in the amount of \$27,837.00 for the lease of one postage machine is authorized;
2. The term of the contract shall be for a period of three years effective March 28, 2019 through March 27, 2022;

(Continue on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NEOPOST USA, INC. FOR A THREE YEAR LEASE OF A POSTAGE MACHINE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ADMINISTRATIVE SERVICES (MAIL ROOM)

3. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget and in subsequent fiscal year budgets;
4. Upon certification by an official or employee of the City authorized to administer the contract, the services have been performed and that the requirements of the contract met, then payment to the Contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
5. The Mayor or Business Administrator is authorized to execute a contract on behalf of the City of Jersey City; and
6. 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, shall be placed on file with this resolution.

I Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	PO #	Total Contract	Temp Encumbrance
01-201-31-433-304	132814	\$27,837.00	\$2,000.00

Approved by: Peter Folgado Date 3/14/19
 Peter Folgado, Director of Purchasing,
 QPA, RPPO

PF/pv/RR
 3/14/19

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 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 A CONTRACT TO NEOPOST USA, INC. FOR A THREE YEAR LEASE OF A POSTAGE MACHINE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ADMINISTRATIVE SERVICES (MAIL ROOM)

Project Manager

Department/Division	DPW	Automotive
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904 201-206-9531	stevem@icnj.org

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

Contract Purpose

- ± To lease a postage machine for DPW's mailroom.
- ± Machine will be used for all outgoing citywide mail.
- ± Month fee is \$773.25.
- ± Machine will be leased for 36 months.
- ± Includes meter rental and maintenance.

Cost (Identify all sources and amounts)

01-201-31-433-304 (Unclassified Operating)
 Total Contract amount =\$27,837.00
 Temporary Encumbrancy =\$2,000.00

Contract term (include all proposed renewals)

03/28/19 to 03/27/22

Type of award **Non-Fair and Open**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Salinda Spangrow 03/13/19
 Signature of Department Director Date

Walter A. Harris 3/14/19
 Signature of Purchasing Director Date

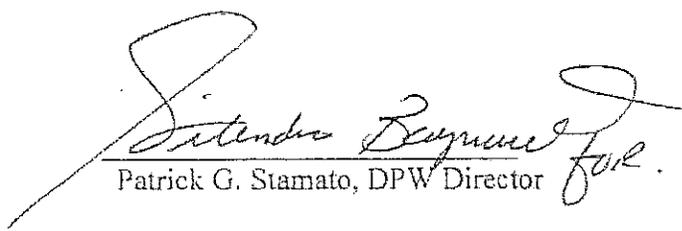
DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need to lease a postage machine for DPW's mailroom.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Neopost USA, Inc.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

03/13/19

Date


Patrick G. Stamato, DPW Director

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

The contractor and the City _____ of New Jersey _____, (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. 512101 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.

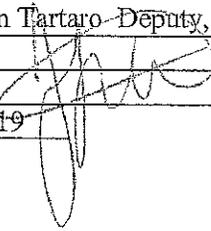
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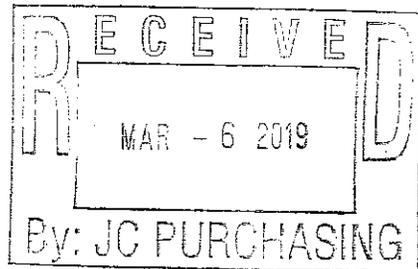
MAR - 6 2019

NJ PURCHASE

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): John Tartaro - Deputy, CFO
Representative's Signature: 
Name of Company: Neopost USA Inc.
Tel. No.: 203-301-3400 **Date:** 3/5/2019





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NEOPOST USA, INC.
Trade Name: NEOPOST
Address: 478 WHEELERS FARMS RD
MILFORD, CT 06461-9105
Certificate Number: 0102169
Effective Date: January 28, 1977
Date of Issuance: March 05, 2019

For Office Use Only:

20190305114335080

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 <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 1415		
4. COMPANY NAME Neopost USA, Inc.				
5. STREET 478 Wheelers Farms Road	CITY Milford	COUNTY New Haven	STATE CT	ZIP CODE 06461
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) N/A		CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 1				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				14
10. PUBLIC AGENCY AWARDDING CONTRACT				
6 Campus Drive		Parsippany	Morris	NJ 07054
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									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	306	208	98	6	13	0	12	177	9	7	0	6	76
Professionals	258	167	91	12	10	0	8	137	15	2	1	17	56
Technicians	230	220	10	17	35	0	9	159	1	2	0	0	7
Sales Workers	331	243	88	16	18	1	3	205	14	2	1	2	69
Office & Clerical	286	78	208	30	5	0	4	39	69	22	1	2	114
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	3	2	1	1	0	0	0	1	0	0	0	0	1
Service Workers	1	0	1	0	0	0	0	0	0	0	0	0	1
TOTAL	1415	918	497	82	81	1	36	718	108	35	3	27	324
Total employment From previous Report (if any)	1411	900	511	80	78	1	39	702	111	38	2	22	338
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 4 11 17
13. DATES OF PAYROLL PERIOD USED From: 10/15/2017 To: 10/28/2018		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Sharon Scinto	SIGNATURE <i>Sharon Scinto</i>	TITLE HR Associate	DATE MO DAY YEAR 12 05 2018		
17. ADDRESS NO. & STREET 478 Wheelers Farms Road	CITY Milford	COUNTY New Haven	STATE CT	ZIP CODE 06164	PHONE (AREA CODE, NO., EXTENSION) 203 - 301 - 3400

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): John Tartaro

Representative's Signature: _____

Name of Company: Neopost USA Inc.

Tel. No.: 203-301-3400

Date: 12/6/2018

**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 : Neopost USA Inc.
Address : 478 Wheelers Farms Rd. Milford, CT 06461
Telephone No. : 203-301-3400
Contact Name : Sabastian Tenebruso

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

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

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

Business Name: Neopost USA Inc.

Address: 478 Wheelers Farms Rd. Milford, CT 06461

Telephone No. : 203-301-3400

Contact Name: Sebastian Tenebruso

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.

**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 Neopost USA Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (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: Neopost USA Inc.

Signed: [Signature] Title: Deputy CFO

Print Name: John Tartaro Date: 12/6/2018

Subscribed and sworn before me
this 6th day of December, 2018.

My Commission expires:

(Affiant)

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

[Signature]
ANNETT LANGRACE
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2021

**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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
NONE	

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: Neopost USA Inc.
 Signature of Affiant: [Signature] Title: Deputy CFO
 Printed Name of Affiant: John Tartaro Date: 12/6/2018

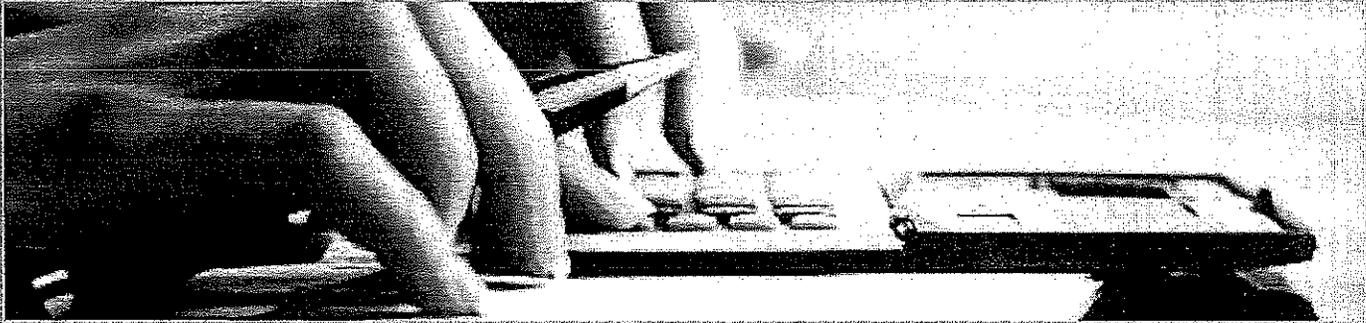
Subscribed and sworn before me this 6th day of December, 2018.

[Signature]
(Witnessed or attested by)

My Commission expires:

ANNETTE ANGLACE
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2021

(Seal)



SOLUTION SUMMARY

CITY OF JERSEY CITY - STEVE MILLER

The All New IS-6000 (ITEM# 6AWP30) digital mailing system with Mix Mail Feeder, 15" Color Screen, in-line dynamic scale, envelope stacker, 30lb external scale with differential weighing, remote label printer, power line conditioner, keyboard with stand, on-line accounting/NeoStats, bar-code scanner with Certified mail Return Receipt Activation.

LEASE PRICING WITH TERM OPTIONS

Valid until:
01/31/2019

Option A

Lease Term (months)	36
Monthly Amount	\$ 773.25

Option B

Lease Term (months)	48
Monthly Amount	\$ 677.67

Option C

Lease Term (months)	60
Monthly Amount	\$ 620.99

COMMENTS

The above Government Lease (Billed Quarterly in Arrears) pricing is fixed for the duration of the term. Includes: meter Rental, Premier Maintenance, USPS Rate Updates, Delivery, Installation. Training and Initial supplies

Terms and Conditions are pursuant to the Neopost USA Inc. Government Lease Agreement.





GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, MailFinance Inc. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured, or is providing services related to, the Products.

1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

2. Promise to Pay. You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

3. Initial Term; Renewal.

3.1 FMV Lease. The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

3.2 LTOP Lease. If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

4. Payments. Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

5. Delivery and Location of Products. The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

6. Ownership, Use, and Maintenance of Products. We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

7. Assignment of Supplier's Warranties. We hereby assign to You any warranties relating to the Products that We may have received from the Supplier.

8. Relationship of the Parties. You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

9. Default. You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

10. Finance Lease. You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.



11. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

12. Return of Products. Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

13. Assignment. **YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.**

14. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

15. Limitation of Liability. WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

16. Notice. All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-NEOPOST (636-7678). All other notices, requests and other communications hereunder shall be in writing and sent to: MailFinance Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

17. Integration. The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

18. Severability. In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

20. Survival of Obligations. Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

21. Choice of Law; Venue; and Attorney's Fees. This Lease shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, to the extent allowable by law, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

22. FMV Leases. If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

23. LTOP Leases. If this Lease is a lease to purchase, as indicated by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an "as is, where is" basis.

24. Termination.

24.1 Non-Appropriation.

a. You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

b. You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar



equipment from any other party in the succeeding fiscal year.

24.2 Convenience. You may terminate this Lease at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

25. Additional Postage Meter Terms. If the Products require a postage meter, then You agree that Neopost USA's Postage Meter Rental Agreement shall govern your rental of such postage meter.

POSTAGE METER RENTAL AGREEMENT

1. Incorporation of Certain Terms. Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11, 12 and 14 through 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

2. Provisions as to Use. You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

3. Rental Fee, Term, and Taxes. The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such

certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

4. Postage Meter Maintenance, Inspections, and Location. We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

5. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

6. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc., and Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. To the extent allowable by law, You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

7. Rate Updates.

A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.

B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the



covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

8. United States Postal Service Acknowledgement of deposit requirement. By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

9. Additional United States Postal Service terms.

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to

\$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

NeoFunds®/TotalFunds® ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease") and a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a NeoFunds postage funding account (for Neopost POC accounts) or a TotalFunds postage funding account (for Hasler TMS accounts) and this NeoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this NeoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 14 through 20 of the Lease are hereby incorporated into this Account Agreement except that any reference in those sections to the "Lease" refers to this Account Agreement.

2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United States Postal Service ("USPS") for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that NeoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds



automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the NeoFunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Neopost USA is authorized to provide, then We shall pay the applicable amount to Neopost USA Inc. and add such amount to Your Account balance.

4. Payment Terms. You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, and a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

7. Default. We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may

be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., MailFinance Inc.

9. Amendments. We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice: Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

11. Miscellaneous. You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

MAINTENANCE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Maintenance Agreement, except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Lease" refers to this Maintenance Agreement.

2. Neopost's Terms and Conditions for Maintenance Services. If the Order Form indicates that You have purchased maintenance services, then Neopost USA Inc., or one of its affiliates, will provide maintenance services for the Products in accordance with Neopost USA Inc.'s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. Those services will be provided for the entire term of the Lease and are NON-CANCELABLE. The current version of those terms and conditions are available at www.neopostusa.com/maintenanceagreementV0613. You



agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference, and that You shall be bound by such terms as if they were fully stated herein. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

3. Auto Ink Program. If the Order Form indicates that You have elected to participate in Our Auto Ink Program (the "Program"), then you hereby authorize Us to ship You a new ink cartridge for the Product whenever the Product indicates that the then-current ink cartridge reaches twenty percent (20%) of its capacity. You authorize Us to charge the then-current fee for such cartridge (plus applicable taxes and shipping charges) to Your NeoFunds or TotalFunds Account, You may opt out of the Program at any time by sending an email to CIMneworders@neopost.com.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at www.neopostusa.com/softwareterms and may be supplemented by Us or third party licensors, from time to

time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

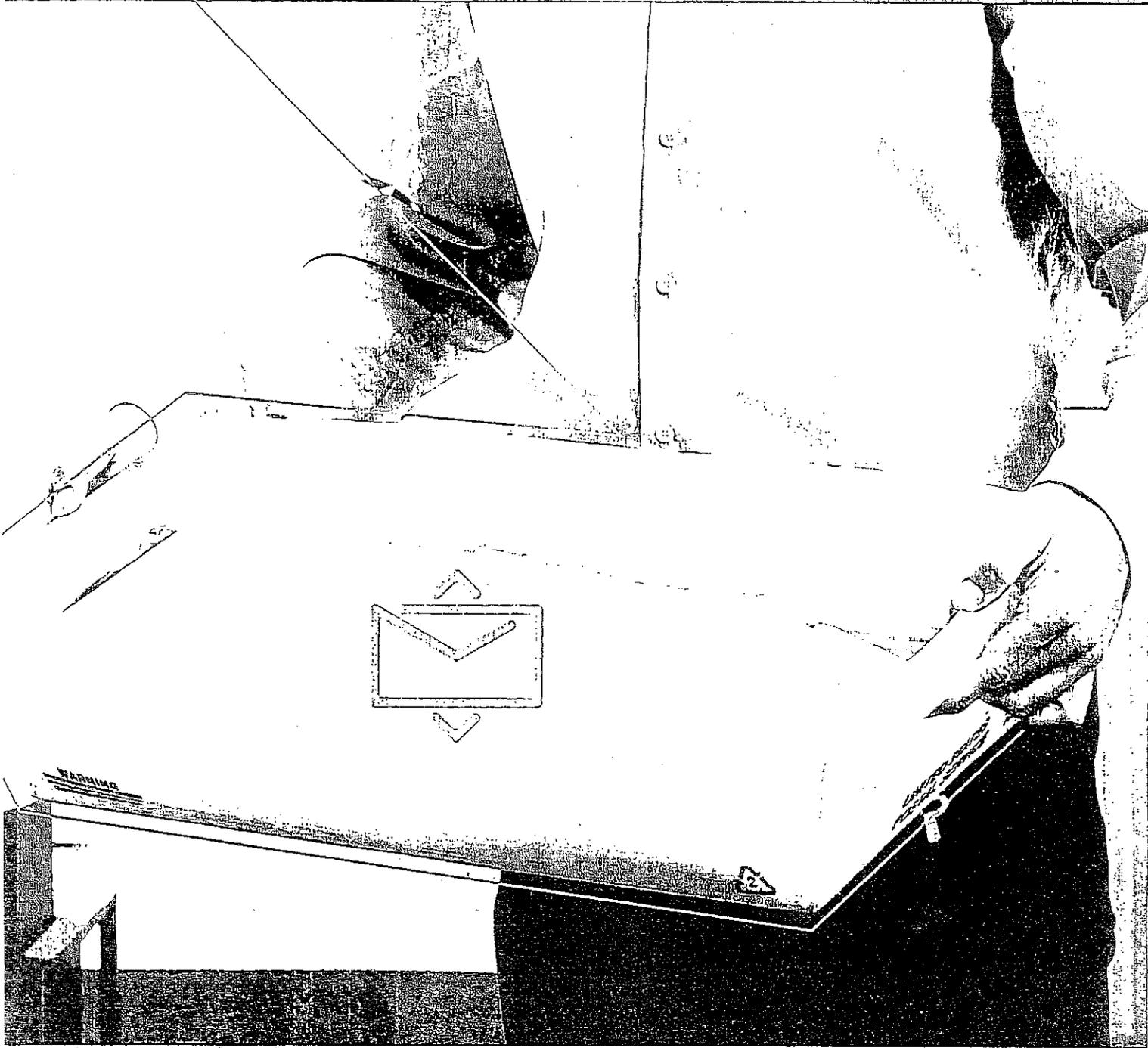
3. Software Support. Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

4. Use of Websites. Neopost USA Inc. and/or any of Our affiliates, suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

S-5000

Mailing Systems

The New Choice in High Volume Mailing



Follow us on:     


NEOPOST
Send. Receive. Connect.

The New Choice in High Volume Mailing

The IS-5000 has set a new standard for mailing system productivity, operability and efficiency. Neopost observed high-volume mailing system operators and listened to production mail center customers before designing it.

This next-generation mailing system delivers simple ergonomic operations, investment protection, cost savings, reliable production and maximum uptime. With access to a growing suite of services and apps to improve postal, parcel and related digital communication, it is clear the IS-5000 is your choice for high-volume mailing.

Productivity You Can Count On

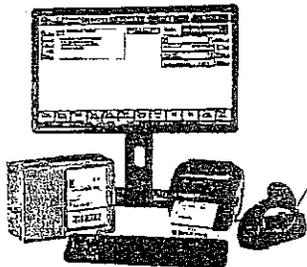
Meeting the demands of your mail processing center can be tough. Whether you are adhering to time-critical deadlines or changes in your daily routine, the bottom line is the work needs to get done. You need a durable and reliable workhorse that is going to deliver.

With an overall weight of more than 200 lbs., the IS-5000 is always ready for the challenge. The IS-5000 has what it takes to maximize throughput including:

- A high capacity envelope feeder with reload on-the-fly capability
- Three speed choices up to 210, 260 or 300 lpm
- A dynamic scale that rapidly weighs and measures mail in-line
- Open and closed flat sealing capabilities
- A power conveyor stacker with a storage capacity ratio in sync with the feeder

A Better Way for Managing Mail and Shipping Costs

Neopost's optional Enhanced Mailing & Shipping solution (EMS) can be fully integrated to provide extended mailing functionality and multi-carrier shipping from one centralized workspace. This IM^{pb} (Intelligent Mail[®] Package Barcode) compliant solution offers features such as address correction, rate shopping, scan and drop, work ahead and performance analysis reports. With EMS, you can increase productivity, reduce mistakes and costs, and manage your mailing and shipping activities in the mail center and across the organization.



Environmental Commitment

The IS-5000 carries Neopost's Eco-Label which aims to provide a clear and consistent set of environmental performance criteria used in the design phase of our products.



How We Reduce Our Environmental Footprint:

- Neopost limits the machine weight and the amount of raw materials used for production.
- The volume of our packaging is kept to a minimum and is 100% cardboard and recyclable.
- Packaging for the IS-5000 represents less than 20% of the total weight of the packed product.
- The user-friendly sleep mode helps reduce energy consumption.
- We develop our products to ensure a minimum recyclability rate of 75%.

The IS-5000 is compliant with
environmental Regulations
and ENERGY STAR

Investment Protection and Cost Savings

The advanced modular design allows you to configure a system where you only purchase the components, apps, and options that you need, eliminating overspending.

New ink and printing technology provide maximum return on your investment. Say good-bye to scheduled print head replacement. Each IS-5000 comes standard with a print head designed to last the life of the mailing system.

2. Full Keyboard

The added comfort of an optional integrated keyboard makes set up and mail processing a breeze.

3. Dynamic Scale

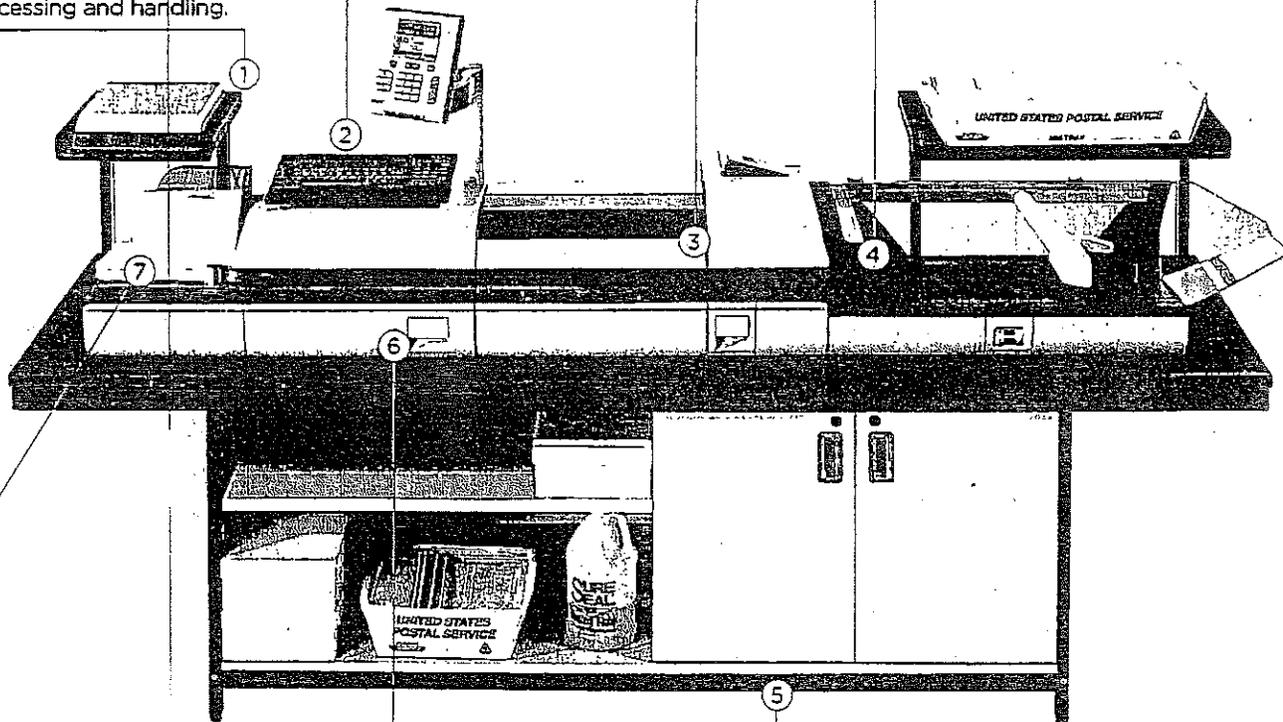
Accurately weighs, rates and classifies mail at speeds up to 140 ipm. Reliable sensors detect mail dimensions to ensure conformance to USPS® Shape-Based Pricing requirements.

1. Weighing Platform

10, 30 or 70 lb. platforms handle even the heaviest parcels and over-sized packages. Add differential weighing to reduce manual processing and handling.

4. Power Conveyor Stacker

Achieve maximum throughput by reducing the number of starts and stops when using a high capacity stacker.



7. Mixed Mail Feeder

Eliminate hand sorting by size or weight. Process nested or non-nested envelopes and postcards with ease.

5. Ergonomic Workstation

Designed especially for the IS-5000, this workstation offers an adjustable shelf and dual locking doors.

6. Sealing System

Dual-pump, jet-spray sealing system with filter ensures a quality tip-to-tip envelope seal. Five levels of spray adjustments are standard with each system.



product
design award

2012



Specifications

Processing speed	Up to 300 lpm
Dynamic weighing speed	Up to 160 lpm / 180 postcards
5.7" control panel	Color touch screen
Envelope thickness	Up to 0.8"
Label dispenser	Internal standard
Preset jobs	15
Ad slogans	8 standard
Personalized text messages	10 custom
Adjustable water flow for sealer	5 levels standard
Accounts/departments	100 standard
Sealing system	Dual pump, jet spray
Postal mail class inscriptions	Automatic
Permanent print head	Standard
Ultra high capacity ink tank	Up to 100,000 imprints
Postal rate change updates	Via download
Low ink email alerts	Standard
View postage usage online (\$, pieces)	Standard
Options	
Weighing platforms	10, 30, 70 lb.
Dynamic scale	Available
Differential weighing	Available
Barcode Reader (BCR)	Available
USB mass storage	Available
External USB report printer	Available
External label dispenser	Available
EMS (Enhanced Mailing and Shipping)	Available
ARM (Account Report Manager)	Available
System Dimensions	
	Length x Depth x Height
Mailing system with catch tray	58" x 25" x 14"
Mailing system with dynamic scale, and catch tray	78" x 25" x 14"
Power conveyor stacker	40" x 14" x 12"
Adjustable control panel height	26" - 33"
Accounts/department	500, 1,000 - up to 10,000



We've Got You Covered

Neopost maintains a network of offices across the country to provide local customer support and trained technicians who are ready to assist you. You can be confident that when you need knowledgeable support or expert service, the point-of-contact will be a Neopost office in your area consisting of a team of local professionals.

Why Choose Neopost?

Neopost is a global leader in mailing solutions, shipping services and digital communications. We believe that people are the key to business success. That's why our products and services are tailored to help your organization improve the quality of its interactions and bring people closer together.

In this age of multichannel communications, we guide and empower you to interact in new and innovative ways. We advise you on how to create cost-cutting synergies. We deliver global coverage with a strong local presence, offering you continual support by phone, onsite or online.

Today, Neopost is present in 31 countries and has a network of partners in more than 90 countries. We promote responsible business and sustainable development through our products and outreach programs. Our 6,200 employees worldwide are committed to making your interactions more responsive and more powerful - offering you a competitive edge that will open up a wealth of business opportunities.

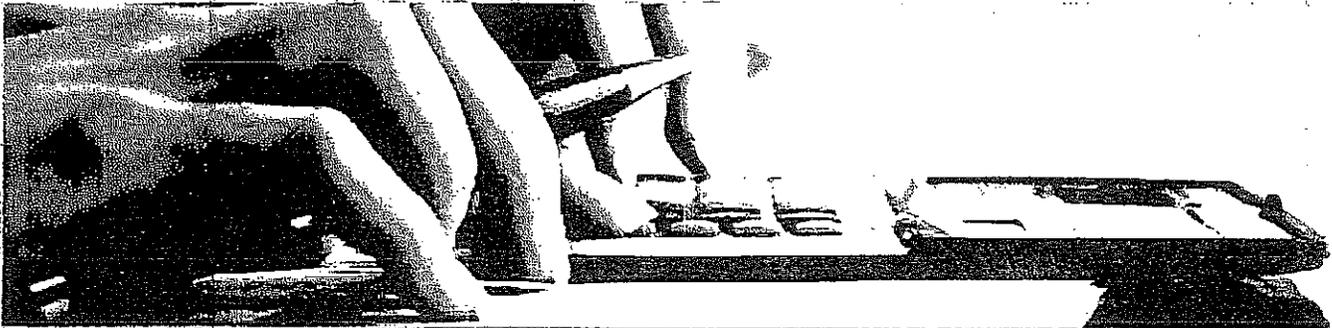
Find out more at neopostusa.com



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1500-NEOPOST (636-7678)

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SOLUTION SUMMARY

CITY OF JERSEY CITY - STEVE MILLER

The All New IS-6000 (ITEM# 6AWP30) digital mailing system with Mix Mail Feeder, 15" Color Screen, in-line dynamic scale, envelope stacker, 30lb external scale with differential weighing, remote label printer, power line conditioner, keyboard with stand, on-line accounting/NeoStats, bar-code scanner with Certified mail Return Receipt Activation.

LEASE PRICING WITH TERM OPTIONS

Valid until:
01/31/2019

Option A

Lease Term (months)	36
Monthly Amount	\$ 773.25

Option B

Lease Term (months)	48
Monthly Amount	\$ 677.67

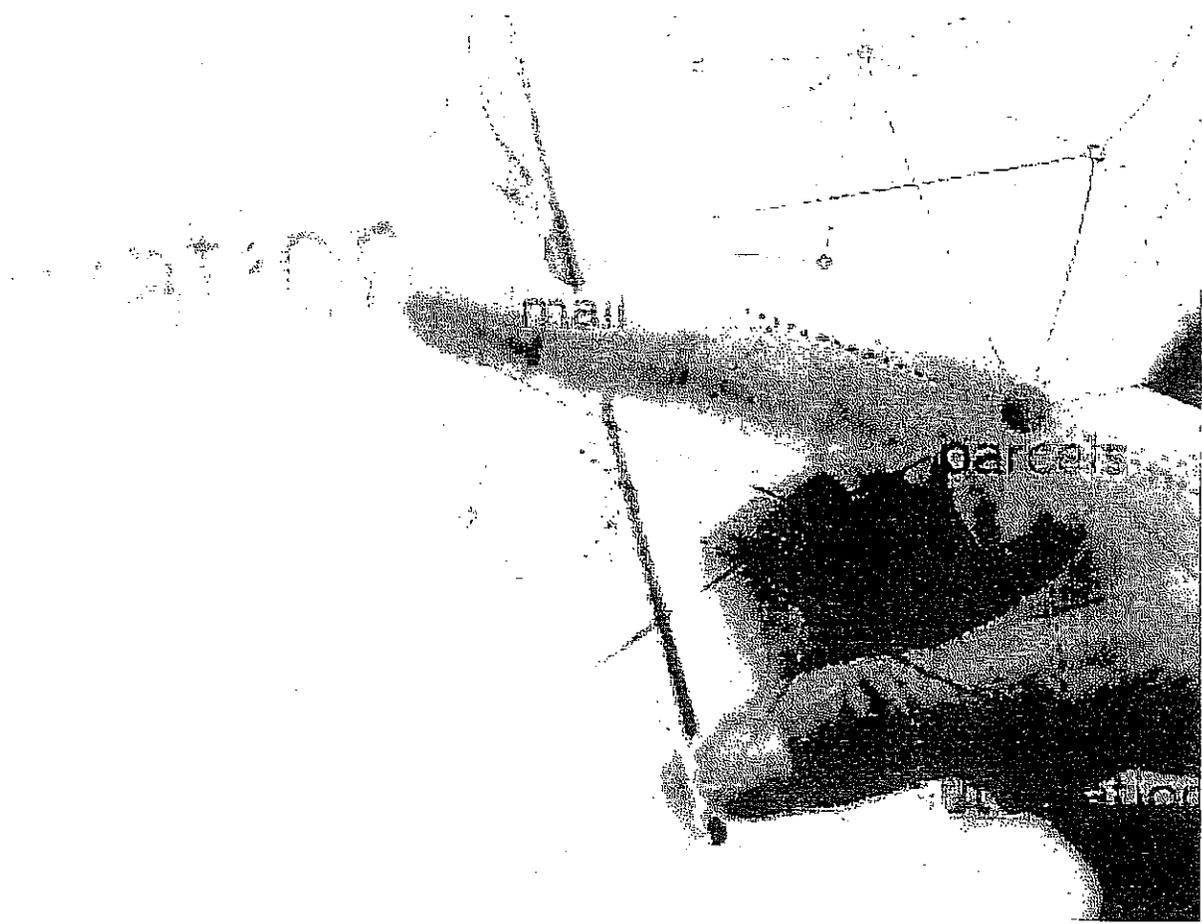
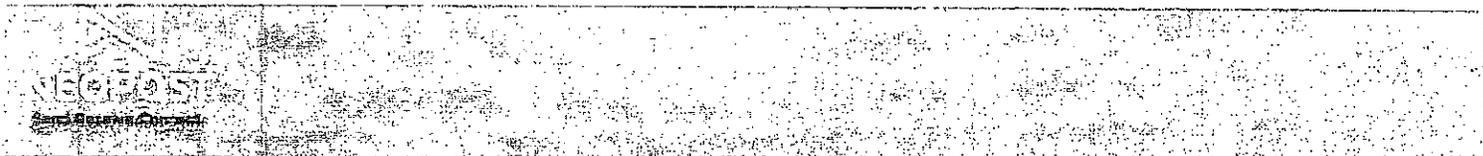
Option C

Lease Term (months)	60
Monthly Amount	\$ 620.99

COMMENTS

The above Government Lease (Billed Quarterly in Arrears) pricing is fixed for the duration of the term. Includes: meter Rental, Premier Maintenance, USPS Rate Updates, Delivery, Installation. Training and initial supplies





Document Processing Solution
CITY OF JERSEY CITY - STEVE MILLER

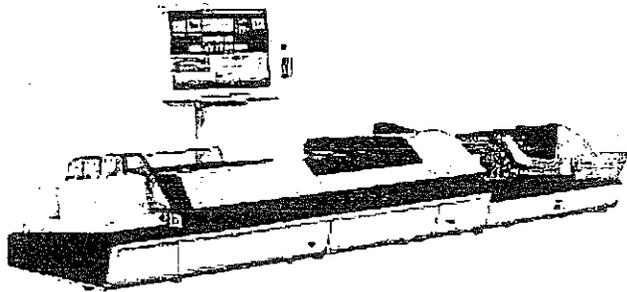
Sebastian Tenebruso
Account Representative
Direct Line: 610.909.2794
s.tenebruso@neopost.com
Neopost/Northeast District

Issued:
11/07/2019

Valid until:
01/31/2019

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Neopost USA. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



IS-6000

Mailing System

Product Overview

- Internet-connected iMeter™ postage meter provides access to a suite of powerful Apps
- Efficiency at your fingertips with a repositionable 15" color touchscreen interface
- Engineered for speed, durability, ergonomic perfection, and unmatched throughput
- Automatically feeds and seals heavy stacks of assorted size mail and pieces up to .8" thick
- Dynamic Scale accelerates processing by weighing and measuring mail on the fly
- Advanced pump spray system securely seals envelopes with the flaps open or closed

Additional Features

Batch/Dynamic: 300/140, 260/130, 210/120 lpm

Multiple weighing platform capacities

Auto-downloaded postal rate updates

Customizable control panel screen

Internal postage label dispenser

Permanent print head w/100K-imprint ink tank

8 Standard and 2 customizable ad slogans

10 custom text messages & 15 job memories

Automatic mail class inscriptions

Print permit imprints & date stamp incoming mail

100-department account tracking (expandable)

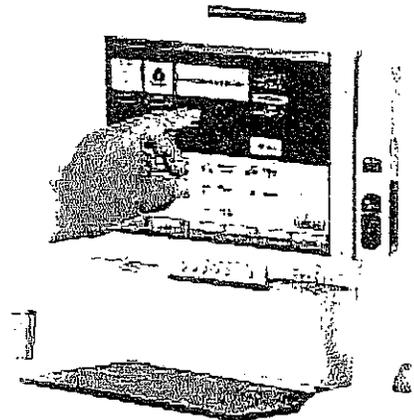
Generate management and presort reports

MyNeopost account w/postage usage reporting

NeoFunds® bill-for-postage service

System Dimensions

Mailing system, dynamic scale, tray (Length x Depth x Height)	78" x 25" x 14"
Optional conveyor stacker	40" x 14" x 12"
Weight	182 lbs.





Premier Maintenance Agreement



Effective November 1, 2016, there will be one level of coverage for New Jersey State and Local Government Customers: Premier

The chart below describes the offering associated with premier coverage:

Feature	Premier
Service Availability	8:30 am to 5 pm
Call Back Time	2 hours
Response Time	4 hours
Preventive Maintenance	2 Annually
Parts	Yes (excludes supplies)
Loaner Equipment	Selected products
Toll Free Support	Yes
After Hours/Weekends	Per Quote

Premier Maintenance:

- This level covers the replacement parts and labor associated with machine failures
- Response time under this plan is to average less than 4 working hours
- Coverage is extended Monday to Friday, 8:30am to 5:00pm with the availability to quote extended coverage upon request. These arrangements are tailored to each customer and additional cost is calculated on an individual basis
- Two scheduled PM calls are included annually at the customer's request
- Wearable items such as belts and rollers are included. Supply items such as ink, tapes and sealing solution are chargeable



Sebastian Tenebriso



(610) 909-2794

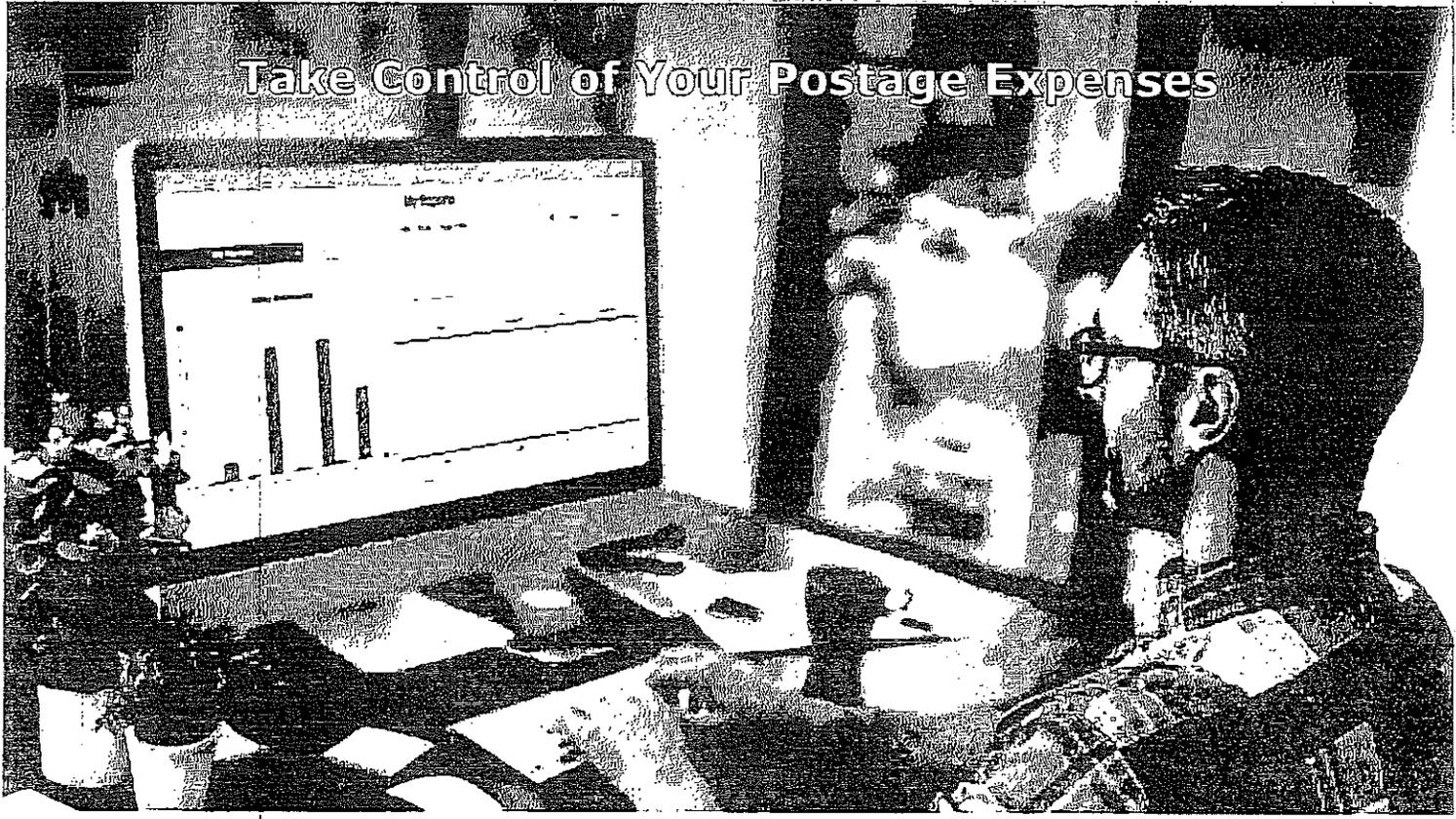


stenebriso@neopost.com



www.neopostusa.com

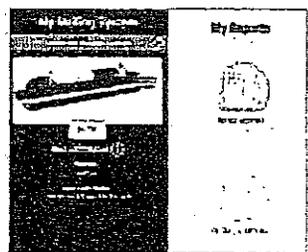
Take Control of Your Postage Expenses



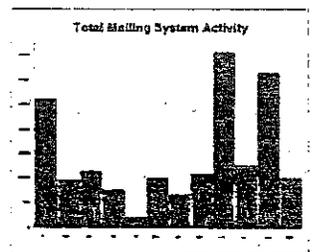
How It Works

- Your postage meter collects mailing activity data as you process mail including:
 - Operator, date, account/department, # pieces, mail class/service, weight, postage \$
- Mailing data from your meter is automatically uploaded to your online customer portal
- Simply log in from your web browser to:
 - View activity history & statistics for the last 2 years
 - Create & customize easy-to-read graphical reports
 - Share reports in friendly formats like spreadsheets

Graphical Views



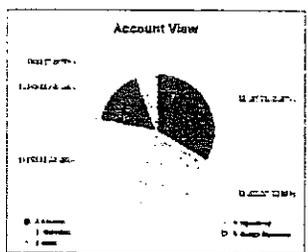
Dashboard



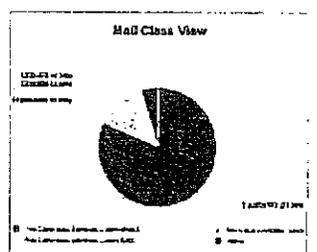
Total Activity

Powerful Reporting

- 30 reports available in trend or detail formats
- Standard and user-defined time periods
- Combination reports (e.g. departmental spending and volume by mail class)



Activity by Account



Activity by Mail Class



Checked Apps are Included in Your Proposed System



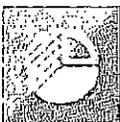
Remote diagnostics App keeps your IN- or IS-Series mailing system connected to our service center. Technicians are able to quickly analyze any issues or concerns you may have, ensuring you sustain maximum uptime. All support is promptly provided by USA-based technicians.



NeoFunds® App provides the flexibility and convenience of funding your iMeter™ with a "download now, pay later" NeoFunds® postage financing plan. Add postage dollars to your iMeter™ with the click of a button. Instead of pre-funding the postage account, you will receive a monthly invoice for actual postage dollars that have been downloaded.



Postal Rates App provides automatic delivery of updates when the Postal Service™ announces a change to its rates, delivery service fees or postal zones. Ensure accurate rating of the exact postage for all of your items. As long as you are connected, you can rest assured that the Postal Rates App will keep you compliant with USPS® updates.



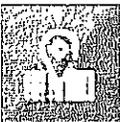
NeoStats App provides web reporting on postage usage and trends by department, time period, and postal class. NeoStats allows you to:

- Identify cost saving opportunities by potentially changing postal class or services
- View daily activity to identify peak periods and better determine staffing requirements
- Quickly determine top departmental usage by volume or spending
- Generate postage usage reports on a monthly, quarterly, annual or custom time period
- View year over year postage usage trends which will help with budget planning

With NeoStats, reports can be viewed in spreadsheet and graphical format, and all postage usage data can be easily exported to Excel® for additional analysis and reporting.

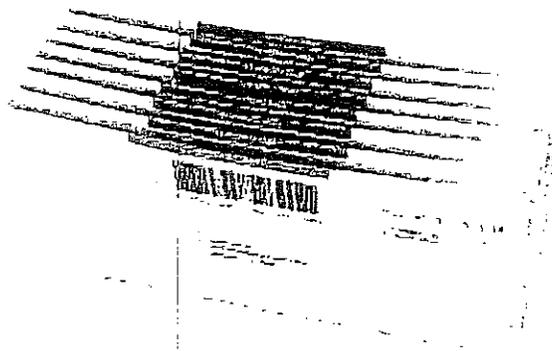


E-Services App provides significant cost savings and simple processing and tracking of your mail when utilizing USPS® discounted electronic rates for eDelivery Confirmation™, eSignature Confirmation™, and tracking of eCertified Mail™. With E-Services, you can accurately track all of your outgoing mail anywhere, anytime as long as you have an internet connection. User definable email alerts inform you of delivered and undelivered mail. This allows you to inform recipients of the delivery status, which can help build stronger relationships with your customers.



E-Services with Electronic Return Receipt™ App lets you say goodbye to those traditional USPS® Return Receipt "green cards". Experience all of the benefits of the Neopost E-Services App plus the additional cost savings and consolidated tracking of E-Certified Mail™ with Electronic Return Receipt™ from USPS®. Coupling E-Certified Mail™ with Electronic Return Receipt™ from USPS® provides both proof of mailing as well as proof of delivery.



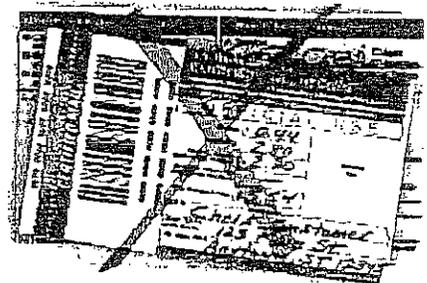


Certified Mail™ with Return Receipt Challenges:

- It definitely isn't cheap. At \$6.67, a 1 oz. letter is over 14x more than a typical 47¢ First-Class Mail® piece with no special services
- Manual preparation can be extremely labor intensive, involving up to 10 extra steps per letter
- Green Return Receipt cards require physical storage space and time-consuming manual organization
- Green cards are easily misplaced or lost

Neopost Has the Solution

Stop handwriting USPS® Certified Mail™ forms. Using *Electronic Return Receipt* technology, Neopost IN- and IS-Series mailing systems streamline Certified Mail™ preparation and save \$1.25 per letter by providing a digital signature in place of the green card. Plus, your delivery and signature information is automatically organized for you on the web – just log into your Neopost online account whenever you need to track an item.



How It Works



Apply an e-Label to the envelope and send it to your mail center



Select Electronic Return Receipt on your mailing system control panel



Scan the e-Label & meter the envelope at the reduced postage rate



Your mailing system uploads tracking number data to the USPS®



Log into your online account with Neopost to retrieve delivery information



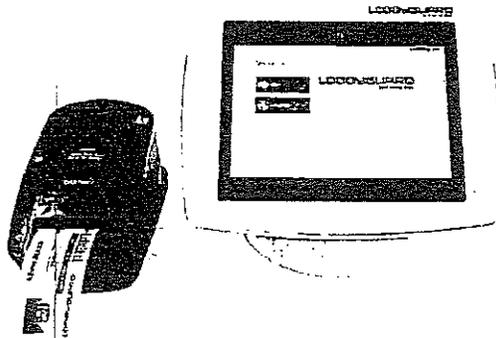
Review & export records for all your Certified Mail™. Download & print official USPS® digital signature PDF files

How much could you save? Here's some examples:

Certified Letters per week	Savings per month*	Savings per year*
25	\$125	\$1,500
50	\$250	\$3,000
100	\$500	\$6,000
200	\$1,000	\$12,000

*Examples represent postage savings only and do not reflect financial gains from reduced labor and enhanced process efficiency

The Eagle, the United States Postal Service logo and Certified Mail are registered trademarks and trade dress of the United States Postal Service



LobbyGuard

Optio Kiosk Station

Product Overview



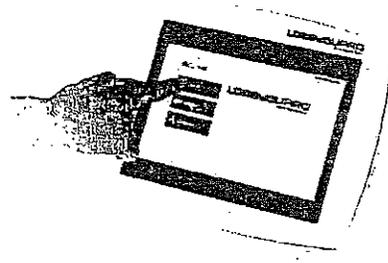
- Increase building security with self-service convenience that reduces front desk workload
- Intuitive touchscreen interface with simple step-by-step prompts for signing in or out
- Built-in driver's license scanner automatically and accurately captures visitor information
- High-resolution camera photographs visitors for an accurate record of their appearance
- Print detailed visitor badges complete with barcodes that can be scanned to sign-out
- Automated screening with instant background checks to keep out unwanted visitors

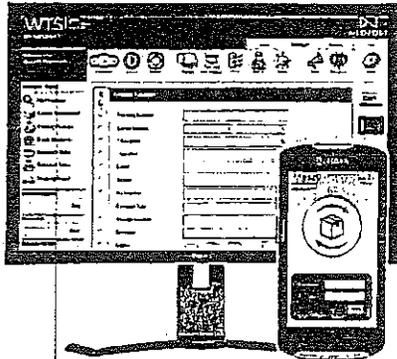
Additional Features

- Customizable visitor types, workflows and welcome screens
- Multiple languages supported
- Frequent visitor key tags
- Employee directory with email and/or text message notification (requires optional integration)
- Dozens of built-in reports
- Real-time, web-based visitor logs
- Unlimited data storage, user accounts, and scalability
- Small form factor with 7 color choices available

Hardware Specifications

- Camera: 8MP HD
- Dimensions: 11"H x 13"W x 10.5"D
- Weight: 9 lbs.
- OS: Windows 10 Professional
- Screen: 10.4" resistive touchscreen
- Scanner: 1D and 2D (PDF417) barcodes





WTS-P

Tracking System

Product Overview



- Tracks your inbound packages and accountable mail from carrier drop off to internal delivery
- Monitors the complete chain-of-custody for every Inbound item
- Expedites internal delivery times and virtually eliminates lost or misplaced items
- Simplifies inbound handling to an easy and efficient three-step electronic process
- Real time status shows where any package is currently located and who has possession of it
- The ability to capture employee signatures provides full accountability

Additional features

Verify package counts with carriers

Auto-recognition of carrier tracking numbers

Create package alerts for expected deliveries

Optional employee and department database with delivery route assignments

Auto notify employees of deliveries via email or text message

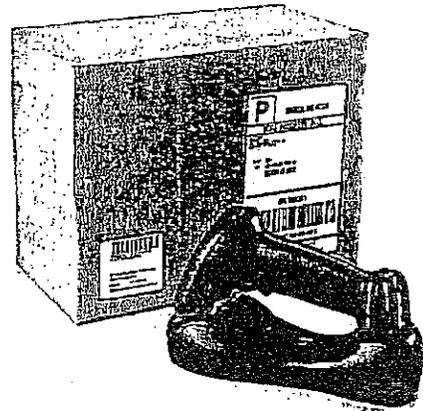
Optional internal delivery label printing

Track mail pouches, multi-package containers and their contents

Capture images of delivered mail and packages

Immediate identification of misrouted and undelivered items

Robust package searching and reporting





ConnectSuite e-Certify Process

Stop handwriting USPS® Certified Mail® forms. Streamline your preparation process and start saving today with ConnectSuite e-Certify from Neopost. Here's how it works:

STEP 1	<p>Enter recipient's address or select it from address book.</p> <p>Address validated for accuracy and proper formatting.</p> <p>Mail piece data uploaded to USPS®.</p>	
STEP 2	<p>Print Certified Mail® barcode.</p> <p>Option A: Print a barcoded cover page and place on top of documents.</p> <p>Option B: Print a barcoded tracking label using a thermal label printer.</p>	
STEP 3	<p>Prepare Certified Mail® piece.</p> <p>Option A: Insert folded cover page and documents into a Certified Mail® window envelope.</p> <p>Option B: Apply thermal tracking label onto any type of envelope.</p>	
STEP 4	<p>Meter the envelope for \$1.25 less than the "green card" paper-based method (reflects reduced amount for electronic Return Receipt service).</p>	
STEP 5	<p>Delivery status of all sent items is automatically tracked and displayed in a user-friendly online portal.</p> <p>Download electronic PDF signature files as needed (replaces "green card").</p> <p>All activity and signature files are stored for the lifetime of your subscription.</p> <p>Run simple or advanced searches and print or export reports.</p>	



Jersey Mail Systems
Intelligent Mailing Solutions

**Mailing Machines Upgrade replacement
For
City of Jersey City**



**Submitted to:
Peter Folgado and Steve Miller
07/26/2017**

**Presented by:
Marc Hampton
Territory Manager**

Executive Summary

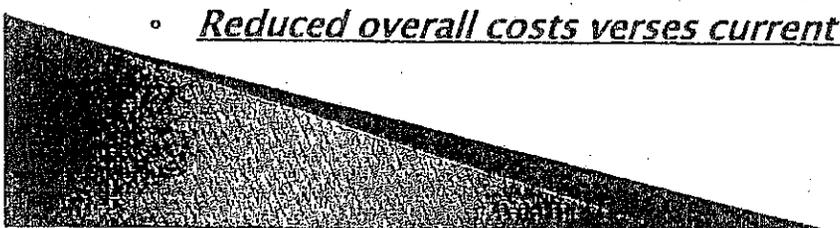
▶ Purpose

- Review improvement on existing equipment and workflow
- Supply right size equipment and configuration to automate and streamline mail preparation and delivery
- Build a strong partnership through ongoing maintenance and account management support

▶ Process

- Review current needs and current equipment from Pitney Bowes with Steve Miller
- Discuss ongoing local support structure from Jersey Mail Systems and improvements to allow for a successful partnership
- Review business benefits of having the correct solution

▶ Payoff

- Have the ability to make an educated decision to move forward with our recommendations
 - Have a “Back Up” mailing system along side main unit to increase output and delivery time objectives of the City
 - Peace of mind & understanding your account will be managed correctly moving forward
 - Understand benefits of having the correct solution and ongoing support
 - Visible efficiency and productivity gains within the mail center without delays
 - *Reduced overall costs verses current vendor and current processes by at least 5 to 7%*
- 

Current Situation Analysis

- ▶ **Pitney Bowes Connect 3000 with Way on the Way**
 - Current Quarterly meter payment is \$336.00/per Quarter or \$112.00/per month
 - Maintenance annually is \$6000.00/year (2017) or \$500.00/per month
 - Processing approximately \$5000/month in postage
 - Processing approximately 15+ Certified Return Receipts per day or 300 total per month
 - *No cost reduction program in place for Certified Return Receipts*
 - Current Technology is over 5+ years old.
 - When machine is down it can take up to 24 to 48hrs for the machine to be fixed
 - Mail is being delayed (Violation notices) which is causing issues for the City
 - Machine is put into a "SLOW" mode to process light weight materials which reduces the productivity of the mail center.
 - High cost for supplies.
 - No true local point of contact for process reviews and onsite evaluations of processing methods.

Total cost of CURRENT machine w MAINTENANCE /\$612.00 /mo. (2017)

Cost reduction & New Machine Improvements:

- ▶ Reduce current postage hardware costs by 5 to 7%
- ▶ Have (2) mailing machines in place so no there are no delays in processing Critical Mail documents for the City
- ▶ Reduce the cost of the Certified Return Receipts by \$1.00/piece
 - *Utilize Jersey Mail Systems Electronic Certified Return Receipt application across all divisions to reduce each envelope up to 1\$ per piece.*
 - *POTENTIAL SAVINGS of \$300/month to the City's budget*
- ▶ Detailed reporting by departments for postage usage in necessary
- ▶ Customized postage meter screen for easy processing of all documents including "Light Weight" documents as high speeds
- ▶ On-Site customer service support within 4hrs.
 - *(Techs have parts with them to resolve calls immediately)*
- ▶ Local account manager for all questions and onsite reviews of account
- ▶ Supply cost reduction up to 20% verses current vendor
- ▶ No extra hidden costs for postage advances if necessary
- ▶ Postage Payments made directly to the USPS for faster processing
- ▶ One "All Inclusive" Quarterly invoice to include:
 - Meter rental, Full maintenance, all USPS rate updates and all Software updates



fp-usa.com

Member Information | Login

ONLINE SOLUTION

Access from any web browser

INTEGRATED SOLUTION

Access from: **mailone**
for PostBase Postage Meter

E-CERTIFIED MAIL FOR FP MAILING CUSTOMERS

- The Web Certified Mail solution is completely Free of Charge for FP users & can be used by an unlimited number of users at the same time
- Technical Support is also Free for FP users
- The Certified Mail forms cost on average about \$.30/ mail piece depending on the form and volume purchased
- The correlates into a NET SAVINGS of \$1.00 or more in postage
- Reduce the time it takes to prepare your Certified Mailpieces by 60%
- Reduce the time it takes to track your Certified Mailpieces by 80%
- Save \$1.35 in postage on each Certified Mailpiece you prepare using Electronic Return Receipt to obtain Digital Signature
- Export to Excel to Analyze your Certified Mail usage and calculate postage for charge backs to specific departments
- Requires NO involvement from your IT staff since no software is loaded on your computer

Savings Realized with E-Ret Receipt

USPS Postage Rates	Retail Manual	Electronic Option Price update as of January 2017
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Certified Mail Fee

Return Receipt Green Card

Return Receipt Electronic -(Replaces Green Card)

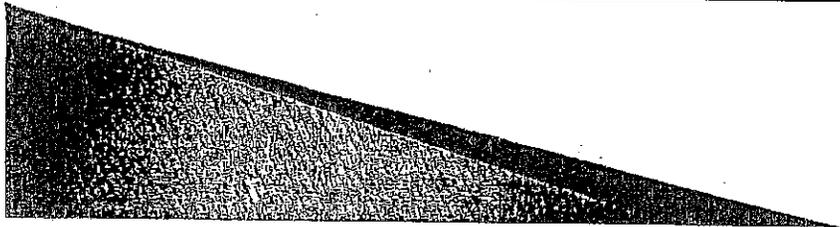
First Class Postage (1oz) Metered

Per Piece Cost

\$6.67

\$5.42

Current Average of 300 per month X \$1.00 = \$300/mo. Savings in postage



Your current Pitney Bowes Connect + 3000

Connect + 3000

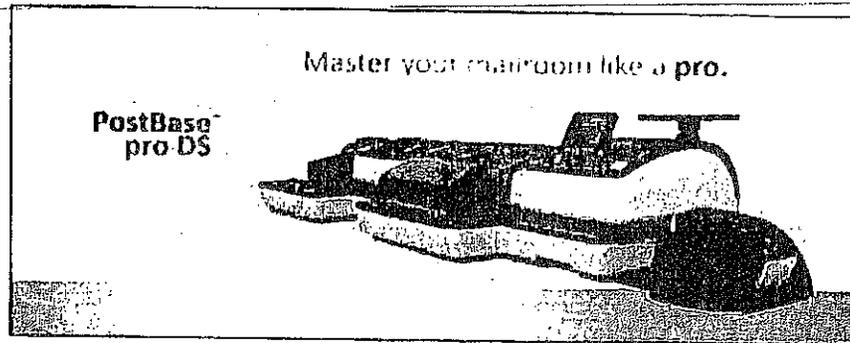
▶ Current Supplies cost for ink per Cartridge

- Red Ink: \$289.99
- Black Ink: \$99.99
- Cyan Ink: \$69.99
- Magenta Ink: \$69.99
- Yellow Ink: \$69.99
- Total cost: \$599.95

◦ You must use all ink or the machine will not operate

- Our ink cost is \$189.00/per cartridge
- Over a 70% savings in ink cost alone

PostBase Pro DS to replace your Connect 3000+

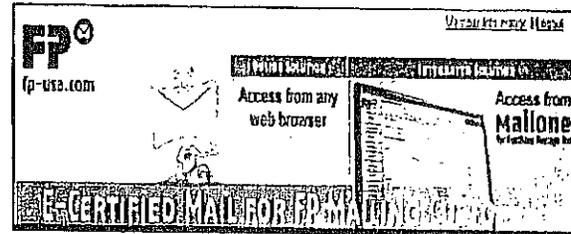
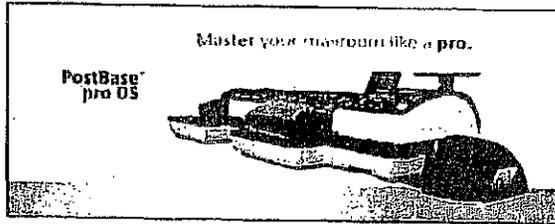


Technology Improvements

- Full Color Touch Screen
- Mixed Size Mail Feeder allows for ALL types of envelopes and documents to be processed at high speeds
- On screen "One Touch" Shortcut Keys
- Modular design to add on without changing entire machine
- 20% REDUCTION in ink costs / 30% REDUCUTION in tape costs
- Smaller footprint
- One Postage Account for all locations to use without FEES!
- FREE Electronic Certified Application for the entire City to utilize
 - "Savings Gained" – \$300/month

Jersey Mail Solution: Monthly Rental Agreement

▶ (1) PostBase Pros mailing machine w Electronic Return Receipt:



- 5 year Price Protection RENTAL – No Increases & No hidden fees
- Full maintenance – parts and labor
- Ongoing training for entire term
- Unlimited USPS rate updates
- Unlimited Software updates
- Installation, Shipping and Training included
- Electronic Certified Application included – “Savings Gained” – \$300.00/month
- Investment – 60 month lease **\$425.00/month**
 - “All Inclusive” (1) machine

25,500

Plus you will save 50% on your supply cost vs. Pitney Bowes and an average savings of \$300.00 per month with our Electronic Certified Return Receipt Solution that is included



205 Route 9N, Freehold, NJ, 07728
(908) 534-1988

www.jerseymail.com

About Us

From our headquarters in Freehold, NJ, we have specialized in the sales and service of Office Products for over 30 years. We are authorized dealers for all the major manufactures including Francotyp-Postalia, Data-Pac, Secap, Rena, Formax, Satori Software, SC-Logic, Agile Networks, Krongeltech, Omallon, Xerox and HP products. We are your source for all print to mail, inbound and outbound solutions and form design with automation controls.

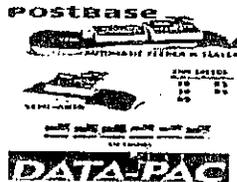
Whether you are a small shop or a large company, Jersey Mail Systems provides great products, excellent pricing, and superior support to meet your ever changing needs.

Our Mission

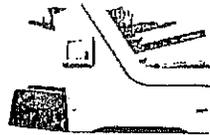
To provide our customers with a complete range of service, from product sales to comprehensive technical service support for a broad range of mailing, shipping, inbound tracking and print to mail hardware and software solutions.

We have built our reputation by offering superior equipment and a total commitment to customer satisfaction. We stand behind everything we sell, from simple paper joggers to the most advanced folder inserter with sophisticated output management software packages. Our philosophy of providing complete customer satisfaction is unmatched.

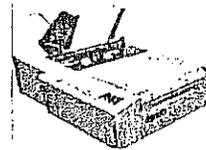
Full Spectrum of Solutions



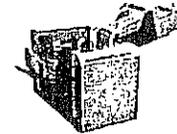
Postage Meters



Folders & Inserters



Color Address Printers



Tabbers & Stamp Affixers



Multifunctional Printers and Copiers



Output Management Form Design with Automation controls.



Inbound Tracking Solutions and Outbound Shipping for UPS FedEx, DHL, USPS and many more

AgileOffice™



Government References

CITY OF SUMMIT

COUNTY OF MIDDLESEX

ADMINISTRATIVE OFFICES OF THE COURT
TRENTON

BOROUGH OF FREEHOLD

CITY OF NEWARK

CITY OF ASBURY PARK

CITY PLAINFIELD

CITY OF HOBOKEN

CITY OF ASBURY PARK CLERK

PORT AUTHORITY NEWARK NJ

CITY OF FRANKLIN

BOROUGH OF ROCKLEIGH

TOWNSHIP OF LEBANON

BOROUGH OF MANASQUAN

LAKEWOOD TOWNSHIP

BOROUGH OF BLOOMINGDALE

JACKSON TOWNSHIP MUA

HAZLET TWP PUBLIC SCHOOLS

BOROUGH OF NORWOOD

BOROUGH OF EATONTOWN

TOWNSHIP OF EAST HANOVER

UPPER FREEHOLD SCHOOL
DISTRICT

IRVINGTON PUBLIC SCHOOLS

LONG BRANCH SEWRAGE
AUTHORITY

SCOTCHPLAINS -FANWOOD SCHOOLS

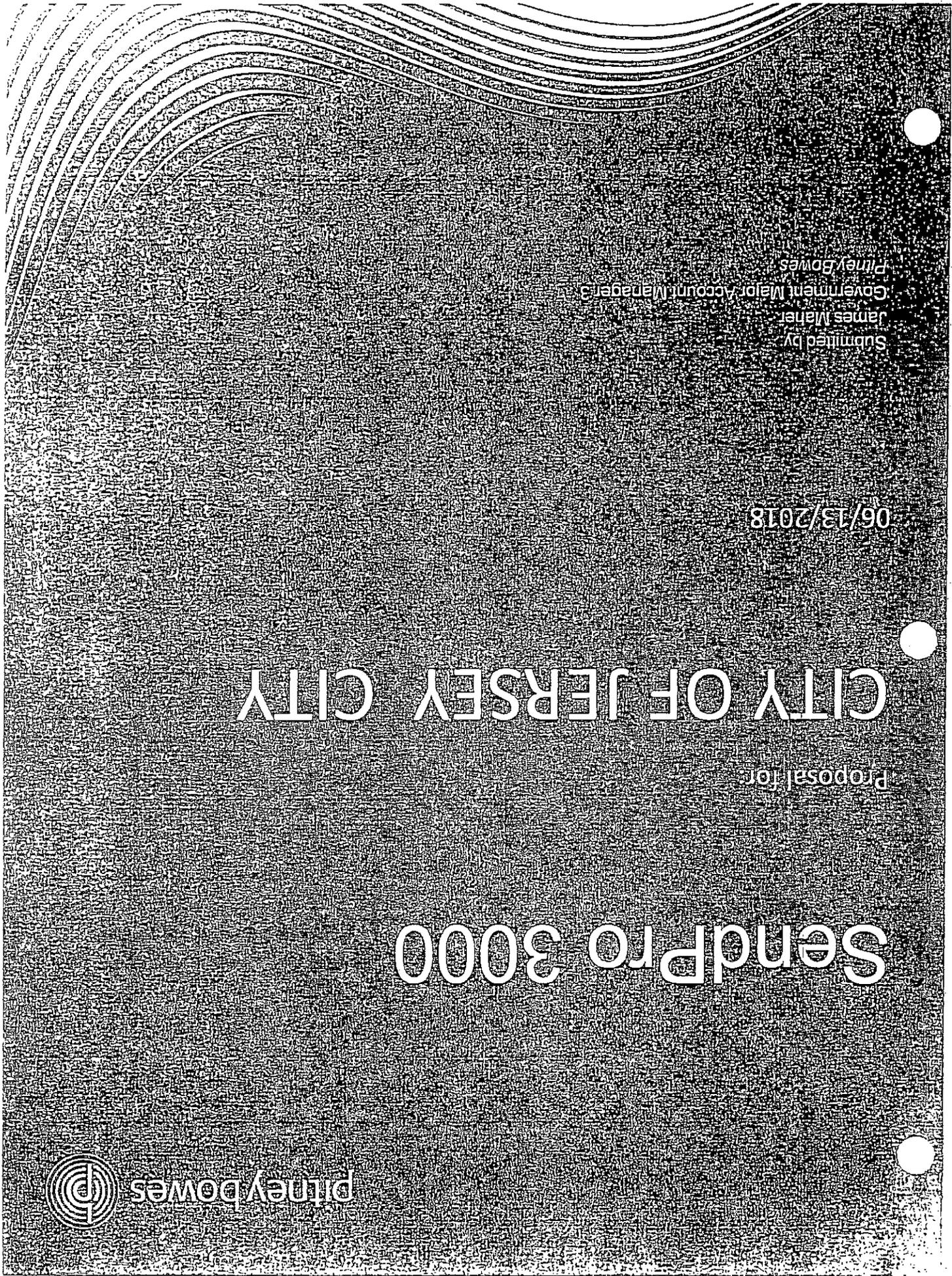
CAMDEN COUNTY COMMUNITY
COLLEGE

Print

Assembly

Mail

Track



Submitted by
James Maher
Government Major Account Managers
Piney Bowes

06/13/2018

CITY OF JERSEY CITY

Proposal for

SendPro 3000



1.0 – Company overview

Pitney Bowes is a global technology company, enabling billions of transactions – physical and digital – in the connected and borderless world of commerce. Clients around the world, from small businesses to 90 percent of the Fortune 500, rely on products, solutions and services from Pitney Bowes in the areas of customer information management, location intelligence, customer engagement, shipping, mailing, and global ecommerce. And with the innovative Pitney Bowes Commerce Cloud, clients can access the broad range of Pitney Bowes solutions, analytics, and APIs to drive commerce.

Founded in 1920, Pitney Bowes now has more than 1.5 million clients in approximately 100 countries. Our mission has always been the same: to provide our clients with innovative commerce solutions to help them succeed.





2.0 – Business unit overview

SMB Solutions

The Pitney Bowes SMB (Small & Medium-sized Businesses) Solutions group is comprised of our North America operations in the U.S. and Canada and international operations around the globe. An industry leader with over 1.2M installations around the world, we are continuously investing in research and development to create new products and solutions and enhance the effectiveness and functionality of existing products within our portfolio.

Designed to grow with you, SMB solutions offers simple, easy to implement products, software, and services designed to help businesses of all sizes compete in the marketplace. Led by our SendPro family of solutions, our portfolio includes mailing and office shipping capabilities, financing, services, and supplies that help simplify processes, save money, and help organizations provide an exceptional customer experience when sending, tracking and receiving of letters, parcels and flats. We offer innovative solutions that solve the complex challenges of communicating with customers in today's rapidly changing world including outsourced printing & mailing and delivering communications to the latest digital destinations to help ensure that businesses are prepared to meet customer preferences now and into the future.



Shipping & Mailing
Postage Meters

SendPro™ P3000

Set a new standard for performance.

Make critical gains in productivity and efficiency. Shipping and receiving packages and sending daily letter mail are all a necessary part of doing business. Yet, these seemingly simple tasks can be complicated processes that demand proper attention.

The SendPro P3000 simplifies the process by integrating mailing, shipping and receiving into a single system. With this integration, the P3000 provides a simpler, more streamlined way to send letter mail and large envelopes as well as ship packages using your USPS®, FedEx® and UPS® business accounts. With the receiving application, you can accurately log all of your incoming packages' information so that you have a history of every package that has been delivered to your office.

Plus, with sending costs rising and shipping becoming more complex, the SendPro P3000 can also quickly improve productivity and cost efficiency in your office.

Mail, ship and track with ease.

For letter mail, the SendPro 3000 will seal and print postage for mail up to 3/4" thick at up to 310 letters per minute.

With the Weigh-on-the-Way® feature, sorting mixed size mail is no longer necessary. The P3000 can process a stack of mixed size mail at up to 205 letters per minute applying the correct postage for each piece.

For package shipments, the P3000 allows you to review services provided by USPS, FedEx or UPS in order to pick which one is best for you. With the integrated scale and label printer, you can weigh, rate and ship right from your system. Now, you can get your packages delivered with the best cost and delivery options available.



For more information, visit us online: pitneybowes.com

Desktop shipping

The SendPro™ P3000 enables users outside the mail area to ship packages from their individual PCs. Office workers simply log in to send or track a package delivery. The optional integrated scale and label printer, allows your office staff to weigh rate and print professional shipping labels. No matter how many people in your office ship, equip them all with desktop capabilities that link to a central, controlled account that captures shipping history, carrier spend and package tracking details.

Manage inbound deliveries.

Automate and streamline the receipt and management of incoming packages using your P3000 and its integrated barcode scanner. The P3000 instantly logs package information, including carrier, recipient, sender, tracking number and date and time of receipt, keeping history report of all your incoming packages so you know when each package was delivered. You also have the option to automatically alert the intended recipient with email notifications, making the entire process more accurate and efficient.

Simple user display

The modern, color touch screen display of the P3000 enables anyone in your office to pick the ideal service and complete each job quickly and accurately. The system guides the user with its easy-to-follow menus for processing mail and shipments with each of the three carriers: USPS®, FedEx® and UPS®.

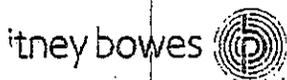
Flexible printing

The P3000 also gives you unique control over envelope printing. From any desktop PC, you can upload your graphics to print a business logo, return address, or promotional

message in full color on outbound envelopes. Print just one or print a thousand. The savings add up. Its quick changeover gives you printing flexibility and can eliminate the premiums you pay for special envelope stock.

Specifications

Max processing speed (letters per minute)	Four WOW/Non-WOW pairings: Up to 105/165 LPM, 135/220 LPM, 170/270 LPM, 205/310 LPM
Weigh-on-the-Way® (WOW®)	Standard: Up to 16 oz. (500 g). Shape based rating is automatic.
Shipping: USPS-approved IMPB label printing	Standard: Print USPS shipping labels from attached adhesive label printer using Commercial Base Pricing discounts.
Shipping: Integrated FedEx and UPS	Optional: FedEx and UPS with existing discounted business account. Print shipping labels from attached adhesive label printer
Shipping: Desktop access	Optional: Integrated scale and printer attach to any PC with a USB connection.
Receiving: Inbound Package Management	Included: Integrated software with reporting from base system. Optional: scanning hardware, number of recipients, email notification capability.
Full color printing	Optional: print return address, custom logo, or promotional message. CMYK @ 1200 dpi
Envelope sealing system	Pump-fed pad; open and closed flap feeding. Seal only mode.
Weighing (large envelopes and packages)	Optional: 5-10-15 lb small platform with stand; 15-30 lb tabletop platform; 70-149 lb shipping platform. Differential weighing – optional.
Postage accounting	Optional: Up to 100, 500, 1000, 2000, 3000 max accounts for postal meter analytics.
Expanded analytics	Optional: INVIEW® Analytics (web-based), Business Manager, SendSuite® shipping solutions
Package tape printing	Adhesive roll tape or gummed roll tape (for large envelopes and packages using non-discounted USPS Retail rates)
Color touch screen display	Standard: 10.2" (WSVGA); Optional: 15" detachable display (XGA)
Peripheral hardware options	Account barcode scanner, laser report printer, P3000 flats feeding guide, power stacker, portrait flats kit for a power stacker, wireless keyboard (for quick alpha-numeric entries)
Dimensions	61.5"L x 25.5"D x 24"H (with Basic Apps Display). Drop Stacker adds 12" to L. Power Stacker adds 31" to L. Color adds 6.5" to L. 15" Display adds 2" to H.



United States
3001 Summer Street
Stamford, CT 06926-0700



State and Local Fair Market Value Lease Quote

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)	
CITY OF JERSEY CITY BUSINESS ADMIN OFFICE			226002013	
Sold-To: Address				
13-15 LINDEN AVE E, JERSEY CITY, NJ, 07305-4775, US				
Sold-To: Contact Name		Sold-To: Contact Phone #	Sold-To: Account #	
Tony Brito		2015474424	0011128424	
Bill-To: Address				
13-15 LINDEN AVE E, JERSEY CITY, NJ, 07305-4775, US				
Bill-To: Contact Name		Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
TONY BRITO		201-547-5193	0011128424	tonyb27@pblocal.com
Ship-To: Address				
13-15 LINDEN AVE E, JERSEY CITY, NJ, 07305-4775, US				
Ship-To: Contact Name		Ship-To: Contact Phone #	Ship-To: Account #	
Tony Brito		2015474424	0011128424	
PO #			Quote Expiration Date	
			2018-09-11	

Your Business Needs

Qty	Item	Business Solution Description
	SENDPROPSERIES	SendPro P Series
1	AZBD	SendPro P3000 Series WOW
1	AZBE	SendPro P Series Mono Print Module
1	APSH	Connect +220 LPM Speed
1	MSD2	15" Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	1FWW	10 lb Interfaced Weighing (unit)
1	MW96000	Weighing Platform
1	APA2	100 Dept Analytics
1	MW90650	Tape Moistener Asmbly Connect+ 3000 Mono
1	AZBG	Black Graphics Upgrade
1	4W00	Connect+ /SendPro P Series Meter
1	SJM3	SoftGuard for SendPro P3000
	1FS1	USPS Special Services Software

1	ERR1	E-Return Receipt Feature
	M9SS	Mailstream IntelliLink Services
1	T6CS	Receiving - Standard
1	APKE	SendPro P Receiving Feature
1	PTJ1	Postal Shipping
1	APK2	SendPro P Series Basic Label Printer Pac
1	PTJN	SINGLE USER ACCESS
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	WEB BROWSER INTEGRATION
1	PTK3	SendPro P Series Meter Integration
1	APKF	SendPro P Shipping Feature
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)

Your Payment Plan

Total Term: 36 months		Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*	
36	\$ 1,079.64	\$ 3,238.92	

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Sales Information

James Maher

james.maher@pb.com

Account Rep Name 1

Email Address

PBGFS Acceptance

This Quotation is for budgeting and planning purposes only and is not legally binding. The supply of any goods or services is subject to a separate written order which will be issued by Pitney Bowes and will be subject to the terms and conditions incorporated therein.

39,867.00

ate and Local Fair Market Value Lease Quote

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
CITY OF JERSEY CITY BUSINESS ADMIN OFFICE		226002013	
Sold-To: Address			
13-15 LINDEN AVE E, JERSEY CITY, NJ, 07305-4775, US			
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #	
Tony Brito	2015474424	0011128424	
Bill-To: Address			
13-15 LINDEN AVE E, JERSEY CITY, NJ, 07305-4775, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
TONY BRITO	201-547-5193	0011128424	tonyb27@pblocal.com
Ship-To: Address			
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	2018-09-11		

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1	MW96000	Weighing Platform
1	APA2	100 Dept Analytics
1	MW90650	Tape Moistener Asmbly Connect+ 3000 Mono
1	AZBG	Black Graphics Upgrade
1	4WD0	Connect+ /SendPro P Series Meter
1	SJM3	SoftGuard for SendPro P3000
	1FS1	USPS Special Services Software

1	ERR1	E-Return Receipt Feature
	M9SS	Mainstream IntelliLink Services
1	T6CS	Receiving - Standard
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1	PTJ1	Postal Shipping
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1	PTJN	SINGLE USER ACCESS
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	WEB BROWSER INTEGRATION
1	PTK3	SendPro P Series Meter Integration
1	APKF	SendPro P Shipping Feature
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months:	Monthly Amount	Billed Quarterly at*
60	\$ 866.98	\$ 2,600.94

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Sales Information

James Maher

james.maher@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

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1	ERR1	E-Return Receipt Feature
	M9SS	Mailstream IntelliLink Services
1	T6CS	Receiving - Standard
1	APKE	SendPro P Receiving Feature
1	PTJ1	Postal Shipping
1	APK2	SendPro P Series Basic Label Printer Pac
1	PTJN	SINGLE USER ACCESS
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	WEB BROWSER INTEGRATION
1	PTK3	SendPro P Series Meter Integration
1	APKF	SendPro P Shipping Feature
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james.maher@pb.com

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Email Address

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

City Clerk File No. Res. 19-285

Agenda No. 10.z.4

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MODERN HANDLING EQUIPMENT COMPANY FOR REPAIRS AND RENTAL OF FORKLIFTS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

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, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Sourcewell Purchasing Cooperative is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14.538 approved on August 20, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System, (now known as Sourcewell Purchasing Cooperative); and

WHEREAS, the Department of Public Works, Division of Automotive Maintenance need forklift repair and rental services from Modern Handling Equipment Company, 2501 Durham Road, Bristol, Pennsylvania 19007 who is in possession of Sourcewell contract number 101816-HCD; and

WHEREAS, funds are available for this contract in the Operating Account;

Account	PO #	Total Contract	Temp Encumbrance
01-201-26-315-310	132917	\$28,000.00	\$5,000.00

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

WHEREAS, these funds are available for this expenditure in accordance with the 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:

1. A contract award to Modern Handling Equipment Company in the amount of \$28,000.00 for the repairs and rental of forklifts.
2. The term of the contract shall be effective March 28, 2019 through December 31, 2019;
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.

(Continued on page 2)

City Clerk File No. 10.z.4

Agenda No. MAR 27 2019

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MODERN HANDLING EQUIPMENT COMPANY FOR REPAIRS AND RENTAL OF FORKLIFTS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

- 4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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. 40A:5-1 et seq.; and
- 5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	PO #	Total Contract	Temp Encumbrance
01-201-26-315-310	132917	\$28,000.00	\$5,000.00

Approved by: Peter Folgado APA for 3/14/19
 Peter Folgado, Director of Purchasing, QPA, RPPO Date

PF/pv/RR
3/14/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

P.R.
3-18-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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 AWARD OF A CONTRACT TO MODERN HANDLING EQUIPMENT COMPANY FOR THE REPAIRS AND RENTAL OF FORKLIFTS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

Project Manager

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@icnj.org mvalenti@icnj.org

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

± Purpose is to provide repairs to forklifts.
± Also rental as needed.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

01-201-26-315-310 (Automotive Account)
Total contract amount =\$28,000.00
Temporary Encumbrancy =\$5,000.00

03/28/19 to 12/31/19

Type of award SOURCEWELL PURCHASING COOPERATIVE

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

[Signature]
Signature of Department Director

03/13/19.
Date

[Signature]
Signature of Purchasing Director

3/14/19
Date

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

City Clerk File No. Res. 14.538

Agenda No. 10-Y

Approved: AUG 20 2014

TITLE:



NJPA

RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) 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 National Joint Powers Alliance (NJPA) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the National Joint Powers Alliance (NJPA) 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 National Joint Powers Alliance Cooperative Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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 National Joint Powers Alliance Cooperative Purchasing System; and
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 provisions of the revised statutes of the State of New Jersey.

APPROVED: [Signature] 8/18/14
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				AUG 20 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	✓		

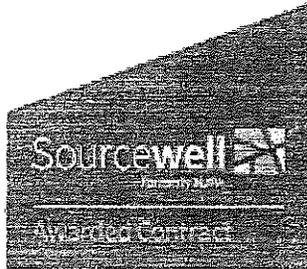
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk



Hyundai

Forklifts

#101816-HCE

Maturity Date: 12/15/2020

Products & Services

Products & Services

Sourcewell contract 101816-HCE gives access to the following types of goods and services:

- Class I: Electric Three Wheel & Four Wheel Sit Down Forklifts
- Class II: Electric Narrow Aisle, Reach Trucks & Order Picker Forklifts
- Class IV: LP Cushion Tire Sit Down Forklifts
- Class V: LP/Gas/Diesel Pneumatic Sit Down Forklifts

Become a Member



PLP

Modern Handling Equipment of NJ Inc.
112-128 Route 17 North
Hasbrouck Heights, NJ 07604
(201)288-1441
Fax (201) 288-6264

February 8, 2019

Mr. Martin Valenti
Jersey City D.P.W.
13-15 Linden Ave. East
Jersey City, NJ 07305

Martin,

Per our recent discussion, I am submitting the following proposal for Periodic Maintenance and Emergency Repair Service on your forklifts.

On a time and material basis, our labor cost will be \$129.00 per hour.
Our terms are 30 days.

Thank you for the opportunity to quote on this service. If you have any questions pertaining to this quote, please do not hesitate to contact or Bob Pergola our Service Manager.

Sincerely,
John Lindsay
Modern Group

CC: Jerry Hagen

WORK APPROVED BY _____ Date _____ PO# _____



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0089769 FOR MODERN GROUP LTD. IS VALID.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

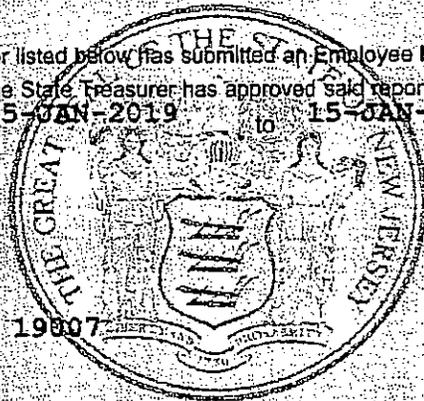
Taxpayer Name: MODERN GROUP LTD.
Trade Name: MODERN GROUP LTD. OF PA, NJ, NY AND DE
Address: 2501 DURHAM ROAD
 BRISTOL, PA 19007
Certificate Number: 0089769
Effective Date: March 27, 2015
Date of Issuance: December 10, 2018

For Office Use Only:
 20181210082543926

Certification 3

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2019** to **15-JAN-2022**



MODERN GROUP, LTD
 2501 DURHAM ROAD
 BRISTOL

PA 19007



Elizabeth Maher Muoio
 ELIZABETH MAHER MUOIO
 State Treasurer

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.stere.nj.gov/tresurv/contractor_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 Sources
(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)

Stephen Semradack / CFO

Representative's Signature

Name of Company

Modern Group

Tel. No.

215-943-9100

Date

1/18/19

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

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

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

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

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

Representative's Name/Title Print: Stephen J. Schmuck CFO

Representative's Signature: [Signature]

Name of Company: Modern Group

Date: 7/8/19

Cal. No.: 215-443-4100

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 : Modern Group
Address : 2501 Durham Road Bristol PA 19007
Telephone No. : 215-943-9100
Contact Name : Tracy A. DellaValle

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: Modern Group
Address: 2501 Dillingham Road Bristol P.A. 19807
Telephone No.: 215-943-9100
Contact Name: Tracy A. DellaValle

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

Observed

**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).

Steven Fulop for Mayor 2017	Mira Pritz-Arey for Council
Lavatro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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: Modern Group Title: CFO
Signature of Affiant: [Signature] Date: 1/18/19
Printed Name of Affiant: Stephen Smidack

Subscribed and sworn before me this 18 day of January, 2019
Tracy A. Dellavante (Witnessed or attested by)
Notary Public
New Jersey
My Commission expires: 4-16-19 My Commission Expires 4-16-19 (Seal)

Observed

Notarize



CITY OF JERSEY CITY
DIVISION OF PURCHASING
394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307
P: 201 547 5155; 3156 | F: 201 547 6585



STEVEN M. FULOP
MAYOR OF JERSEY CITY

PETER FOLGADO
DIRECTOR OF PURCHASING, O.P.A., A.R.T.O.

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am CFD of the firm of Modern Group

the Contractor who submitted the lowest responsible bid for the project known as

Jersey City DPW - Forklift

I executed the Proposal submitted to the City of Jersey City with the full authority to do

so. As of the date of execution of this Certification on this 18 day of January

2019 the firm of Modern Group has not been suspended or debarred

from submitting bid proposals by the United States of America, its departments,

divisions, and agencies or by the State of New Jersey, its departments, divisions, and

agencies.

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.

[Signature]
(Name of Contractor)

Signed By: Stephen Semraek

Dated: 1/18/19

Title: CFD

Sworn and subscribed to before me
This 18 day of Jan, 2019

[Signature]

Tracy A. DellaValle
Notary Public
New Jersey
My Commission Expires 4-16-19

*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

Notice of Intent to Award a Contract under a National Cooperative Purchasing Agreement: NJPA 101816-HCE Hyundai Construction Equipment Americas, Inc.

Agency: Bergen County

State: New Jersey

Type of Government: State & Local

Category: R - Professional, Administrative and Management Support Services

Posted Date: Jul 9, 2018

Due Date: Dec 15, 2020

Solicitation No: Please Login to View Page (/auth/signin.htm?nextURL=https://www.govcb.com/government-bids/NOTICE-OF-INTENT-TO-AWARD-A-CONTRACT-AND-NBD14250107952545026.htm)

Bid Source: Please Login to View Page (/auth/signin.htm?nextURL=https://www.govcb.com/government-bids/NOTICE-OF-INTENT-TO-AWARD-A-CONTRACT-AND-NBD14250107952545026.htm)

Contact information: Please Login to View Page (/auth/signin.htm?nextURL=https://www.govcb.com/government-bids/NOTICE-OF-INTENT-TO-AWARD-A-CONTRACT-AND-NBD14250107952545026.htm)

Bid Documents: Please Login to View Page (/auth/signin.htm?nextURL=https://www.govcb.com/government-bids/NOTICE-OF-INTENT-TO-AWARD-A-CONTRACT-AND-NBD14250107952545026.htm)

Bid Description: Please Login to View Page (/auth/signin.htm?nextURL=https://www.govcb.com/government-bids/NOTICE-OF-INTENT-TO-AWARD-A-CONTRACT-AND-NBD14250107952545026.htm)

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

City Clerk File No. Res. 19-286

Agenda No. 10.z.5.

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO DUDE SOLUTIONS INC. FOR THE AUTOMOTIVE FLEET MANAGEMENT AND INVENTORY CONTROL SOFTWARE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

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, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Sourcewell Purchasing Cooperative formerly known as the National Joint Powers Alliance (NJPA) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14.538, approved on August 20, 2014, authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System, now known as Sourcewell Purchasing Cooperative; and

WHEREAS, the Department of Public Works, Division of Automotive Maintenance wishes to purchase automotive fleet and inventory control software from Dude Solutions Inc., 11000 Regency Parkway, Suite 110, Cary, North Carolina 27518 who is in possession of Sourcewell contract number 110515-SDI; and

WHEREAS, funds in the amount of \$20,000.00 are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-26-315-314	132940	\$42,159.79	\$20,000.00

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

WHEREAS, these funds are available for this expenditure in accordance with the 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:

1. A contract is awarded to Dude Solutions Inc. in the amount of \$42,159.79 for the purchase of automotive fleet and inventory control software;
2. The term of the contract shall be effective March 28, 2019 through December 31, 2019;
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2;

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO DUDE SOLUTIONS INC. FOR THE AUTOMOTIVE FLEET MANAGEMENT AND INVENTORY CONTROL SOFTWARE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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. 40A:5-1 et seq.; and
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	PO #	Total Contract	Temp Encumbrance
01-201-26-315-314	132940	\$42,159.79	\$20,000.00

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

3/14/19
 Date

PF/pv/RR
 3/14/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
3-18-19

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>3.27.19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 AWARD OF A CONTRACT TO DUDE SOLUTIONS INC. FOR THE AUTOMOTIVE FLEET MANAGEMENT AND INVENTORY CONTROL SOFTWARE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

Project Manager

Department/Division	DPW	Automotive
Name/Title	Hector Ortiz Martin Valenti	Asst. DPW Director Automotive Director
Phone/email	201-547-4400 201-547-4422	ortizh@icnj.org mvalenti@icnj.org

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

≠ Purpose is to provide fleet management software.
≠ Inventory control of the City's fleet.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

01-201-26-315-314 (Automotive Account)
Total contract amount =\$42,159.79
Temporary Encumbrancy =\$20,000.00

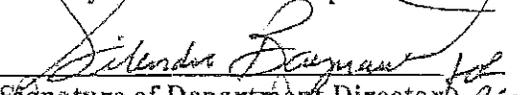
03/28/19 to 12/31/19

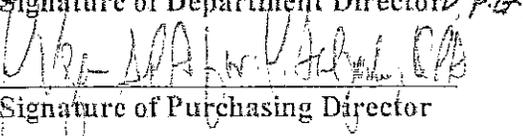
Type of award SOURCEWELL PURCHASING COOPERATIVE

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director P.G.S. 03/13/19
Date


Signature of Purchasing Director 3/14/19
Date



Software for Smarter Operations

PREPARED FOR
City Of Jersey City
Marty Valenti
Fleet
280 Grove Street
Jersey City, NJ 07302

PREPARED BY
Dude Solutions, Inc.

PUBLISHED ON
January 23rd, 2018





Pricing is based on: 247,597 Population

Solutions - Subscription

Asset Essentials

- Fleet Module

Asset Essentials Inventory

Subscription Term: 10 months **Subtotal:** \$22,913.79

Implementation & Services

2 Weeks (8 days) Onsite Consulting Package

Asset Essentials Asset Import

Subtotal: \$19,246.00

Total Initial Investment

\$42,159.79 USD

Pricing for the First Renewal Term is \$27,496.00

Dude Solutions Sourcewell Contract Number #110515-SDI

<https://www.sourcewell-mn.gov/cooperative-purchasing/110515-sdi> (<https://www.sourcewell-mn.gov/cooperative-purchasing/110515-sdi>)



Legendary Support Team

Your subscription entitles you to world class support from the Legendary Support Team. From 8 am – 6 pm EST, we're standing by ready to assist with any feature/functionality questions. We promise a live person will answer your call within 3 rings and quickly direct you to a knowledge Advisor. We're committed to responding to all emails sent to support@dudesolutions.com (<mailto:support@dudesolutions.com>), within one hour. If you prefer to keep a support dialogue open at your work station, our Advisors are also available via Chat. The Legendary Support Team is dedicated to your success. Our mission is to effectively communicate, efficiently resolve problems, and delight clients with every interaction.

Client Success Team

You have partnered with Dude Solutions because you believe we will deliver overwhelming value to you and your organization. Our Client Success team is dedicated to ensuring you meet the outcomes you and your organization expect by implementing our solutions. You will have the opportunity to work with a member of our Client Success team on an ongoing basis. Your Client Success Representative will be strategic in their efforts to drive results, keeping your success as their primary goal.

Two Week On-Site Implementation Services for Work Management

System Configuration and planning

- Develop organized plan that accelerates full implementation
- Create a strategy for data collection, including preventive maintenance (PM) work orders, data transference and organization, naming conventions and more

Work Order Management

- Assist in creating a strategy that supports your work order management goals, such as request best practices and PM work order schedules
- Design a plan for data collection

Inventory Management

- Develop a plan for MRO inventory for work orders
- Assist in organizing your inventory data, including organization as well as numbering and naming conventions

Implementation Support

- Interview key staff for goals
- Identify objectives to focus on for best time to value

On-site, hands-on training for all personnel

- Provide start-up support for users to ensure successful usage





- Offer training and assistance as needed during transition process

Legendary Ongoing Support

All Dude Solutions clients have ongoing support which includes:

- Phone support answered within 3 rings
- Email support responses within 1 hour (or less) during business hours
- Immediate assistance available via chat 8 AM to 5 PM ET

Travel and lodging for Dude Solutions consultants

- Travel to your location
- Cost of lodging for Dude Solutions consultants during their stay at your location

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 20GB of data. Data storage that exceeds 20GB is subject to an additional fee.

Terms of Service:

- Proposal has been prepared for City Of Jersey City
- Proposal expires in 60 days
- Initial Term: 11 months
- Payment: Terms are net 30 days
- Billing frequency other than annual is subject to additional processing fees
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Applicable sales taxes are in addition to the quoted price. If your organization is tax exempt, please email a copy of your Tax Exemption Certificate to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>)
- Please address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Service dates are scheduled Monday-Friday
- If a service day is rescheduled or cancelled by City Of Jersey City, then City Of Jersey City is responsible for any cancellation fees incurred by rescheduling or cancelling travel and living fees.
- Onsite service days rescheduled less than 2 weeks before the scheduled delivery date will incur cancellation fees.
- Services will be scheduled upon written acceptance of the terms and conditions of this proposal.
- We must allow six weeks of lead time from the purchase date for booking service for travel and living purposes.
- Dude Solutions, Inc. maintains the necessary liability coverage for their products and services. Proof of insurance can be provided upon request.
- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund of subscription fees.
- Asset Essentials is offered based upon the terms and conditions ("Terms") set forth in the Asset Essentials [Online Subscription Agreement. \(https://dudesolutions.com/aeterms.html\)](https://dudesolutions.com/aeterms.html)





- Acceptance is expressly limited to these Terms. Any additional or different terms proposed by you (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by DSI.



We are committed to helping you build your knowledge, network and skills - and **University 2019** (<http://www.university2019.com/>) is the best training and professional development for operations management professionals. Join us for four days of intensive training where you can:

- Build a strategic vision for your department and ensure goals align with the mission and vision of your organization.
- Save your organization time and money by investing in the training you need to keep your operations excellent and highly efficient.
- Learn how your peers are successfully overcoming similar challenges so you can be a leader of positive change.
- Receive hands on training and 1on1 guidance from our Client Success experts.

To help make this a no-hassle experience, we have created the Dude Deal, which includes conference registration fees, 4 night's hotel accommodation guaranteed in one of the conference hotels (check-in Saturday, May 4, 2019 and check-out Wednesday, May 8, 2019). Your registration also includes:

- Industry specific professional development and leadership workshops
- Beginner and advanced solution training classes
- Peer-led best practices roundtables and panel discussions
- Hands-on solution training
- Sunday Opening General Session & Motivational Keynote Speaker
- Registered conference attendees also receive the following meals included:
 - Sunday Welcome Reception & Dinner
 - Hot breakfast Monday, Tuesday and Wednesday
 - Networking lunch on Monday & Tuesday
 - Tuesday Client Appreciation Dinner

The All-Inclusive rate for 4 nights of hotel accommodations and conference registration fee is \$1,695. This rate is available on a first come, first serve basis until we sell out or until December 31, 2018, whichever occurs first.

Dude University Policies

Payment, Cancellations & Substitutions





- Dude Deal Registrations must be paid in full at the time of booking with a credit card, to secure your hotel room.
- Dude Deal prices are for single occupancy rooms. Each additional occupant is \$20, per night, per person.
- Written cancellations received by university@dudesolutions.com (<mailto:university@dudesolutions.com>) before March 31, 2019 receive a full refund. No refunds are issued after this date.
- Conference attendee substitutions will be accepted through April 12, 2019.

Spouse/Guests

- The \$100 spouse/guest fee is valid for only the Sunday evening dinner.
- The fee does not entitle the spouse to attend the full conference, meals or other events outside of Sunday evening event mentioned above.
- If you have multiple employees of an organization, they must register for the full conference fee to attend the sessions, the learning lab and all networking events.
- Only 1 guest/spouse per person is permitted.
- Minors under the age of 21 are not permitted to attend Sunday night for liability reasons.





Signature

Presented to:

Q-111100

September 27, 2018, 3:25:51 PM

Accepted by:

Printed Name

Signed Name

Title

Date



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

City Clerk File No. Res. 14.538

Agenda No. 10.Y

Approved: AUG 20 2014

TITLE:



NJPA

RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) 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

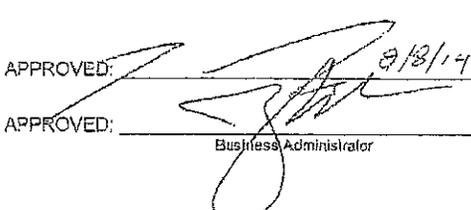
WHEREAS, the National Joint Powers Alliance (NJPA) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

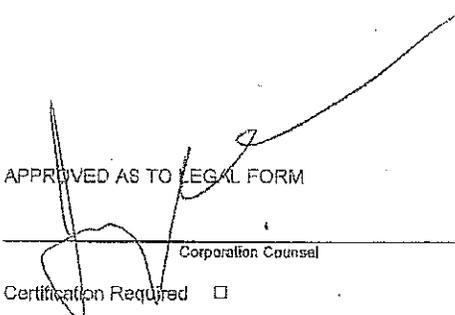
WHEREAS, the National Joint Powers Alliance (NJPA) has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the National Joint Powers Alliance Cooperative Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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 National Joint Powers Alliance Cooperative Purchasing System; and
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 provisions of the revised statutes of the State of New Jersey.

APPROVED:  8/18/14
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8 20 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 T. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk



Dude Solutions

Technology, Security & Communication Solutions

#110515-SDI

Maturity Date: 12/15/2019

Product & Services

Products & Services

Sourcewell contract 110515-SDI gives access to the following types of goods and services:

- Corrective maintenance
- Preventive maintenance
- Mobile applications
- Facilities best practices coaching
- Executive facilities reports & presentations
- Facilities key performance indicators
- Facilities trend & comparative data
- Best practices community
- Facilities resources and templates
- onboarding and support
- Innovation and enhancements

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Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

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STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DUDE SOLUTIONS INC.
Trade Name: SCHOOLDUDE.COM
Address: 11000 REGENCY PARKWAY STE 200
CARY, NC 27518-8518
Certificate Number: 1084688
Effective Date: September 03, 2004
Date of Issuance: March 12, 2019

For Office Use Only:
20190312102125949

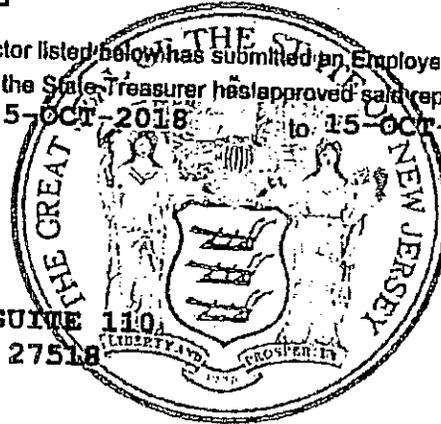
Certification 42703

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-2018** to **15-OCT-2021**

DUDE SOLUTIONS
11000 REGENCY PKWY., SUITE 110
CARY NC 27518



A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

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):

Brian J. Carter

Representative's Signature:

[Handwritten Signature]

Name of Company:

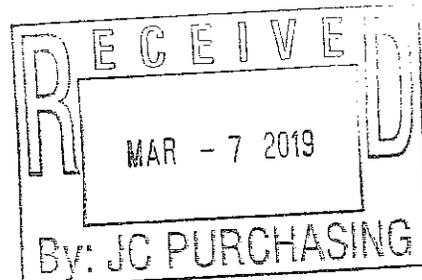
Dude Solutions, Inc.

Tel. No.:

919-817-6266

Date:

3/7/19



RECEIVED
MAR - 7 2019
By: JC PURCHASING

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

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

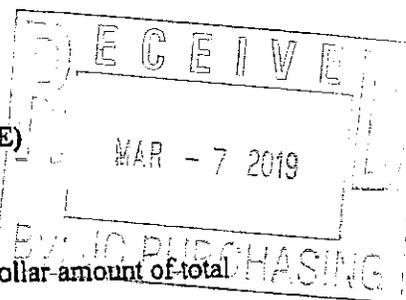
The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the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

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

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

Representative's Name/Title Print: Brian J Carter SVP of Sales
Representative's Signature: [Signature]
Name of Company: Dude Solutions, Inc.
Tel. No.: 719-817-6266 Date: 3/7/19

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 : Dive Solutions, Inc.
Address : 11000 Regency Pkwy. Ste. 110 Cary, NC 27518
Telephone No. : 919-916-8237
Contact Name : _____

Please check applicable category :

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

Definitions
Minority Business Enterprise

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

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

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

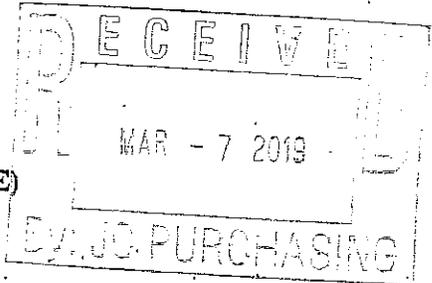
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

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

Woman Business Enterprise

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

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: Dude Solutions, Inc.
Address: 11000 Regency Pkwy Ste. 110
Telephone No.: 919-816-8237
Contact Name: _____

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

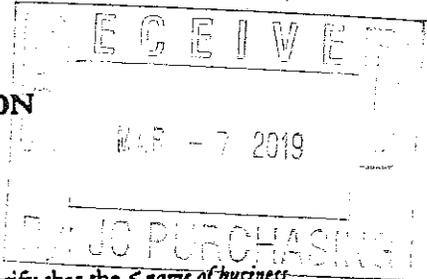
- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

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

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).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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
Dude Solutions Holdings, Inc	11000 Regency Pkwy Ste. 110 Cary, NC 27518
Warburg Pincus Private Equity LLP	c/o Warburg Pincus LLC 450 Lexington Ave New York, NY 10017
Kent Hudson	103 Anglers Cove, Cary, NC 27513
Ralph Prevost	112 Crystlewood Court Morrisville, NC 27560

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: Dude Solutions, Inc.
 Signature of Affiant: [Signature] Title: SVP of Sales
 Printed Name of Affiant: Brian J. Carter Date: 3/7/19

Subscribed and sworn before me this 7 day of March, 2019

My Commission expires: 8/13/2022

[Signature]
 (Witnessed or attested by) SHARON L. MOY
 Notary Public
 Wake County
 NORTH CAROLINA

RECEIVED
MAR - 7 2019
LEAD PURCHASING

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (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:

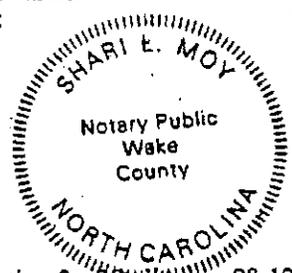
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Dude Solutions, Inc.

Signed: [Signature] Title: SVP of Sales

Print Name: Orion J. Carter Date: 3/7/19

Subscribed and sworn before me this 7 day of March, 2019.
My Commission expires: _____
[Signature]
(Affiant)
Shari L. Moy
(Print name & title of affiant) / (Corporate Seal)



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

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

City Clerk File No. _____ Res. 19-287

Agenda No. _____ 10.z.6

Approved: _____ MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN – END CONTRACT WITH DUNCAN HARDWARE INC. TO PROVIDE SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 17-264, approved on March 22, 2017, awarded a one-year open – end contract for \$178,357.28 to **Duncan Hardware Inc.** to provide small tools and hardware supplies for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, Resolution No. 18-318, approved on March 28, 2018, exercised the first option to renew the contract for a total contract amount of \$178,357.28; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of **March 23, 2019 and ending on March 22, 2020**; and

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

WHEREAS, the total cost of the contract renewal is **\$178,357.28**; and

WHEREAS, funds in the amount of \$10,000.00 are available in the **Division of Park Maintenance Operating Account No. 19-01-201-28-375-210**;

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Duncan Hardware Inc.** to provide small tools and hardware supplies for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of March 23, 2019, and the total cost of the contract shall not exceed **\$178,357.28**;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the 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. 40A:5-1 et seq.

(Continued on Page 2)

City Clerk File No. 10.z.6

Agenda No. MAR 27 2019

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH DUNCAN HARDWARE INC. TO PROVIDE SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

4. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

5. Pursuant to N.J.A.C. 5:30-5.5(c)(2), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, Elizabeth Castillo Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 19-01-201-28-375-210 for payment of the above resolution.

Requisition # 0187924

Purchase Order # 133026

March 18, 2019

JMcK
3/20/19

APPROVED: Patrick G. Stamford
Patrick G. Stamford, DPW Director

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 RENEWAL OF AN OPEN – END CONTRACT WITH DUNCAN HARDWARE INC. TO PROVIDE SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Director
Phone/email	201-547-4449 201-356-7763	socasio@jcnj.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 to provide:

- ✦ To provide small tools and hardware supplies.
- ✦ Open – end contract for 111 items.
- ✦ Such as blades, tree trimmers, tool set, generators, land mowers, etc.
- ✦ To be used at various City parks as needed.
- ✦ Local Jersey City vendor.
- ✦ DPW spent \$65,000.00 in 2018.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

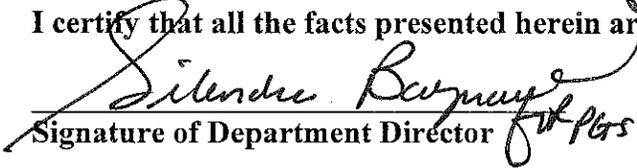
01-201-28-375-210 (Park Operating)
Contract amount =\$178,357.28
Temporary Encumbrancy =\$10,000.00

03/28/19 to 03/27/20.
This is the final option to renew.

Type of award

If "Other Exception", enter type
Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

03/18/19.
Date

Signature of Purchasing Director

Date

BID SPECIFICATIONS FOR SMALL TOOLS AND HARDWARE SUPPLIES

BID PROPOSAL/DOCUMENTS

**SMALL TOOLS AND HARDWARE SUPPLIES
DPW/DIVISION OF PARK MAINTENANCE**

This contract will be awarded as an open-end contract. The minimum and the maximum quantities for each item are as stated below.
Vendor will bid on the maximum quantities

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
1.	0-12 Each	DIE-CUT High Speed Blades FELKER # DCH-350-S-582213 or Approved Equal	\$ 188.00	\$ 2,256.00
2.	0-64 Dozen	LEATHER PALM GLOVES- Gaugetts pattern -size. SEAL GLOVES # S29GKE or Approved Equal	\$ 44.00	\$ 2,816.00
3.	0-48 Each	AMERICAN PAD LOCKS KEYED ALIKE # H-11 or Approved equal (Key # to be furnished)	\$ 23.29	\$ 1,117.92
4.	0-36 Each	AMERICAN PAD LOCKS- Keyed differantly # H 11 or Approved equal. Key # 188	\$ 23.08	\$ 830.88
5.	0-150 Each	160 LB. DRUM CALCIUM CHLORIDE PELLETS, 97 % CALCIUM CHLORIDE-WELL ACCEPT NO SUBSTITUTIONS.	\$ 37.88	\$ 5,682.00
6.	0-6 Cases	STIHL 2 CYCLE OIL MIX PINTS 48 PER CAS OR APPROVED EQUAL	\$ 88.00	\$ 528.00
7.	0-6 Cases	HOMELITE BAR & CHAIN OIL MIX Qts 12 per/case or approved equal.	\$ 48.00	\$ 288.00
8.	0-24 Each	RUBBER MAID BIG WHEEL TIL T'NROLL CART W/LID, 50 GAL. SIZE, W/S RUBBER WHEELS # 3859 or approved equal.	\$ 74.00	\$ 1,776.00
9.	0-6 Cases	DISPOSABLE FACE MASKS 600/CS, 3M # 8500 or approved equal.	\$ 62.00	\$ 372.00
10.	0-12 Each	SAFETY CANS poly-type # 1 EAGLE # 1543, Colored, 5-gal or approved equal	\$ 29.00	\$ 348.00

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
11.	0-12 Each RED MAX BCZ 3060TS	<i>Discontinued</i> GREEN MACHINE TRIMMERS MODEL # 4080J QUAD BLADE AND J-bar handle-40-5 gal 40.6cc Mitsubishi engine/6 "string head with 103" line, blade mounting hardware included for correct installation of accessory blades or approved equal	\$ 449.00	\$ 5,388.00
12.	0-12 Each RED MAX HTZ 2460	GREEN MACHINE HEDGE TRIMMERS, MODEL # 2460h, 30' SINGLE SIDED DLB RECIPROCATING BLADE, GAS 26.1CC Mitsubishi engine/30" blade cut up to 1" in diameter or approved equal	\$ 465.00	\$ 5,580.00
13.	0-24 BUNDLES	PROFESSIONAL OAK WOODEN TREE STAKES, 8FT. #2-629-12 PER BUNDLE OR APPROVED EQUAL	\$ 70.00	\$ 1,680.00
14.	0-3 EACH	INDUSTRIAL 160 PR. TOOL SET # SK 3 86031-1 OR APPROVED EQUAL	\$ 580.00	\$ 1,740.00
15.	0-3 CASES	HEAVY DUTY MASONRY TWINE, 24 ROLLS PER CASE, 50" LENGTH OR APPROVED EQUAL	\$ 39.00	\$ 117.00
16.	0-4 CASES	TREE PAINT, SNAP CUT # 790105, AEROSOL CANS OR APPROVED EQUAL	\$ 44.00	\$ 176.00
17.	0-24 ROLLS	TREE TIES, 1/4 INCH X 100 FT. LONG OR APPROVED EQUAL	\$ 23.00	\$ 552.00
18.	0-3 EACH	HEAVY DUTY S-HOOKS LINK MASTER-H. K. PORTER # 0390 MLN OR APPROVED EQUAL	\$ 152.00	\$ 456.00
19.	0-2 EACH	CENTER CUT BOLT CUTTERS, H. K. PORTER # 0390MC OR APPROVED EQUAL	\$ 129.00	\$ 258.00
20.	0-6 EACH	STRIPE MARKER (Super striper) w/windscreen & STRIPER MFD by Fox Valley or approved equal.	\$ 72.00	\$ 432.00
21.	0-6 EACH	COMPRESSION STRAYERS, GALVANIZES, TANK SIZE-3 GAL. ROOT LOWELL, # 1997 or approved equal.	\$ 28.00	\$ 168.00
22.	0-2 ROLLS	1/4 "X 600' safety climbing rope or approved equal.	\$ 480.00	\$ 960.00
23.	0-3 SETS	ALLEN WRENCH SETS-9 SQUARE DRIVE SOCKET BITS HOLO - KROMEL # 870 or approved equal	\$ 27.00	\$ 81.00

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
24.	0-3 SETS	ARMSTRONG MECHANIC WRENCH SET # 25-643 W/vinyl roll 14 pc size 3/8" to 1 1/8" 12 pt long pattern or approval equal.	\$ 240.00	\$ 720.00
25.	0-6 SETS	AMERICAN TOOL VISE GRIP # 10-CR Locking Pliers, curved Jaws 10" length-1 7/8" Adj.Jaw or Approved equal.	\$ 9.40	\$ 56.40
26.	0-6 EACH	PROFESSIONAL POWER LOCK ROLLER-1" WIDE BLADE -30" LENGTH, STANLEY # 33-430 or approved equal	\$ 10.80	\$ 64.80
27.	0-6 EACH	HI - VIZ LINER FIBER GLASS MEASURING TAPE-100" X 1/2" # 706D or approved equal	\$ 11.00	\$ 66.00
28.	0-12 EACH	PROFESSIONAL WOOD HANDLE HAMMER-16" HANDLE LENGTH, STANLEY # 51-355 RIPPING CLAW or approved equal.	\$ 10.90	\$ 130.80
29.	0-12 EACH	UTILITY KNIVES-W/6" LENGTH HANDLE STANLEY # 10-099-99 OR APPROVAL EQUAL.	\$ 3.66	\$ 43.92
30.	0-4 EACH	ARROW OUTWARD CLINCH STAPLE GUN # T-50 OC-85 STAPLE ON .050" wire or approved equal.	\$ 21.00	\$ 84.00
31.	0-1	1/4 MAGNUM DRILL w/reversing trigger control 0-2000 rpm speed 5.5 amp motor-MIL WAUKEE # 2124-1 or approved equal.	\$	\$ 172.00
32.	0-1	1/2 MAGNUM DRILL w/ power tight keyless chuck and reversing trigger control 0-850 rpm speed, 5.5 amp motor-MIL WAUKEE # 0235-1 OR APPROVED EQUAL	\$	\$ 178.00
32.A	0-1	3/8 MAGNUM DRILL w/power tight keyless chuck & reversing trigger control 0-1200 rpm speed 5.5 amp motor-MILWAUKEE 30225-1 or approved equal.	\$	\$ 172.00
33.	0-2	MILWAUKEE 29 PIECE DRILL SET-HIGH SPEED STEEL SIZES 1/16" TO 1/2" X64 THS #48-89-0010 OR APPROVED EQUAL.	\$ 38.00	\$ 76.00
34.	01	ALUMINUM EXTENSION LADDER -2 sections WERNER SERIES D 1100- # D1124-2X 3FT. OVERLAP -24" LENGTH or approved equal.	\$	\$ 179.00

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
35.	03-EACH 0-3	GOSPORT POLY TARP SIZE-12'X16' COLOR-BLUE 8/10 mil thickness-rustproof grommets every 3 feet or approval equal.	\$ 7 ²⁰	\$ 21.60
35.A	03-EACH 0-3	GOSPORT POLY TARPS- SIZE 20 ft x 30 ft color-blue 8/10 mil thickness-rustproof grommets every 3 ft. or Approved Equal.	\$ 19.00	\$ 57.00
35.B	03-EACH 0-3	GOSPORT POLY TAPS-Size 10ft x 12ft, blue, 8/10 mil thickness w rustproof grommet every 3 ft or approval equal.	\$ 4.50	\$ 13.50
35.C	03-EACH 0-3	GOSPORT POLY TARPS SIZE 40'X60', blue 8/10 mil thickness w/ rustproof grommets every 3 ft or APPROVED EQUAL.	\$ 74.00	\$ 222.00
36.	0-2 CASES	MOLDED RUBBER STRAPS -45 "LENGHT KEEPER # 06245 OR APPROVED EQUAL.	\$ 60.00	\$ 120.00
37.	0-36 EACH	GILMORE HEAVY DUTY RUBBER HOSES, 50'X3/4" # inch ID or approved equal.	\$ 29.00	\$ 1,044.00
38.	0-36 EACH	HOSE NOZZLES-HEAVY DUTY-SHERMAN # LN 528C -solid metal w/rust proof brass valve/plastic casting or approved equal.	\$ 3.50	\$ 126.00
39.	0-2 EACH	PISTOL GRIP GREASE GUN-Lowell # 1133 or approved equal.	\$ 11.75	\$ 23.50
40.	0-6 EACH	Compact Knives 2 5/8" blade length, Klein # 44034 or approved equal.	\$ 45.00	\$ 270.00
41.	0-1	REVERSIBLE IMPACT WRENCH 3/4" BOLT CAP.-Chicago Pneumatic # CP 6060 or approved equal.	\$	\$ 949.00
42.	0-1 CASE	PLEWS PLASTIC FUNNEL # 75-062, 1 pint capacity/20 per case or approved equal.	\$	\$ 32.00
43.	0-6 EACH	Metal type I safety cans -2 gallon, EAGLE # U1-20-S or approved equal.	\$ 37.00	\$ 222.00
44.	0-12 EACH	REFLECTIVE CONE COLLARS SERVICE AND MATERIALS # 101355 or approval equal.	\$ 9.88	\$ 118.56
45.	0-24 EACH	SAFETY TYPE SERIES-"CAUTION" UNIFIED # UT-600, 100FT. LENGTH OR approved equal.	\$ 7.00	\$ 168.00
46.	0-12 EACH	Keyed deadbolt locks, SCHLAGE # B460 CV 626-Satin Chrome finish or approved equal.	\$ 32.00	\$ 384.00

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
47.	0-12 EACH	KEYED STORAGE LOCKS # SCHLAGE # A80 csv-ORB-626-SATIN CHROME FINISH or approved equal.	\$ 55.00	\$ 660.00
48.	0-24 EACH	SAFETY HASPS, SIZE 4 1/2 "NATIONAL #V-30 V PAC or approved equal.	\$ 2.90	\$ 69.60
48.A	0-24 EACH	SAFETY HASPS, SIZE 4 1/2 "NATIONAL #V-30 V PAC or approved equal.	\$ 3.85	\$ 92.40
48.B	0-24 EACH	SAFETY HASPS, SIZE 7" "NATIONAL or approved equal.	\$ 9.80	\$ 235.20
48.C	0-24 EACH	SAFETY HASPS, SIZE 3/4" "NATIONAL V-30 V-PAC or approved equal.	\$ 1.90	\$ 45.60
49.	0-24 EACH	INDUSTRIAL GRADE PADLOCK MASTER LOCK # 9411-D2 1/8" STEEL CASE or approved equal.	\$ 14.75	\$ 354.00
50.	0-24 EACH	STANLEY # 850 EXTRA HEAVY WROUGHT FULL SURFACE STEEL HINGES, 3"X3" or approved equal.	\$ 4.80	\$ 115.20
51.	0-24 EACH	HEAVY DUTY HAND TRUCK-HARPER SERIES, 30 # 3017-Continuous handle 600lb capacity or Approved equal.	\$ 54.00	\$ 1,296.00
52.	0-24 EACH	JET P.T. SERIES-HYDRAULIC HAND PALLET TRUCK # FT 2742A-5000LB. Cap. Returned D handle touch control neutral level or approved equal.	\$ 332.00	\$ 7,968.00
53.	0-24 EACH	WHEELS SEMI PNEUMATIC WESCO # 0S2862-10" DIAMETER WITH 2.75" WIDTH-BALL BEARING or approved equal.	\$ 24.00	\$ 174.00
54.	0-12 EACH	LOADER HUGGER, 2" TYPE B NYLON LIFT ALL SERIE 10,000 # 61002-30FT.WEB or approved equal.	\$ 23.00	\$ 276.00
55.	0-24 ROLL	DUCT TAPE-WATER PROOF POLY UNITED # UT-100 INDUSTRIAL grade or approved equal.	\$ 4.50	\$ 108.00
56.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 1/8" FCC-5450 type I CM# M244 OR APPROVED EQUAL.	\$.75	\$ 18.00
56A	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 1/4" CM #M246-450 TYPE I or Approved equal.	\$.76	\$ 18.24

DUNCAN HARDWARE INC
778 W SIDE AVE
JERSEY CITY NJ 07305-6602

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
56.B	0-24 EACH	58" FFC 450 TYPE 1 CM #M25 -1 or Approved equal.	\$ 95	\$ 22.80
56.C	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 3/4" TYPE 1-CM#M252 FFC-450 or approved equal.	\$ 1.50	\$ 36.00
56.D	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 1" FFC-450 type 1 cm # 245 or approved equal.	\$ 2.40	\$ 57.60
57.	01-CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9609-1 5/8" QA size or approved equal.	\$	\$ 11.00
57.A	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9618 3/4" QA size or approved equal.	\$	\$ 8.80
57.B	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9642-3 3/4" QA size or approved equal.	\$	\$ 9.80
57.C	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9654-3 5/16" QA size or approved equal.	\$	\$ 8.80
57.D	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9666-2 9/16" QA size or approved equal.	\$	\$ 12.10
57.E	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9678-4" QA size or approved equal.	\$	\$ 12.50
58.	0-24 EACH	ELECTRICAL OUTDOOR EXTENSION CORD-HEAVY DUTY 100FT LENGTH, PACIFIC # C2316-100 GR-3 CONDUCTOR or approved equal.	\$ 22.88	\$ 549.12
59.	0-12 EACH	STANDARD FLASHING LIGHTS -6 Cell MAG-LITE # S6C016 or approved equal	\$ 32.00	\$ 384.00
60.	0-6 EACH	SAFETY APPROVED LANTERN-6 VOLT BRIGHT-STAR # 2206 OR APPROVED EQUAL	\$ 13.50	\$ 81.00
61.	0-3 EACH	KLEIN TREE TRIMMER BELT #87293 LARGE OR APPROVED EQUAL	\$ 170.00	\$ 510.00
62.	0-12	GRAND 70 BINDING CHAIN 1/4-CM #678522-400FT. Or Approved Equal.	\$ 740.00	\$ 8880.00
62.A	0-12	GRAND 70 BINDING CHAIN 5/16-CM #678522-275 FT. Or Approved Equal	\$ 620.00	\$ 7440.00
62.B	0-12	GRAND 70 BINDING CHAIN 3/8-CM #678523-200 FT. Or Approved Equal.	\$ 705.00	\$ 8460.00

DUNCAN HARDWARE INC
778 W SIDE AVE
JERSEY CITY NJ 07308-6602

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
62.C	0-12	GRAND 78 BINDING CHAIN 1/2-CM #678525-200 FT. Or Approved Equal.	\$ 795. ⁰⁰	\$ 9,540. ⁰⁰
63.	0-1 BOX	OPEN ROUND EYE SNAPS. 1/4"X2 5/8 LENGTH -HOLDFAST (COVER) # 7601401 OR APPROVED EQUAL.	\$	\$ 29. ⁰⁰
63.A	0-1 BOX	OPEN ROUND EYE SNAPS. 3/8 X 3 5/15 HOLDFAST (COVER) # 760-4211 OR APPROVED EQUAL 10 PER BOX.	\$	\$ 31. ⁰⁰
63.B	0-1 BOX	OPEN ROUND EYE SNAPS. 3/8 X 3 1/2 HOLDFAST (COVER) # 760-1421 OR APPROVED EQUAL 10 PER BOX.	\$	\$ 34. ⁰⁰
63.C.	0-1 BOX	OPEN ROUND EYE SNAPS. 1/2 X 4 1/8" HOLDFAST (COVER) # 760-1431 OR APPROVED EQUAL.	\$	\$ 30. ⁰⁰
63.D.	0-1 BOX	OPEN ROUND EYE SNAPS. 1/2 X 4 1/8" HOLDFAST (COVER) # 760-144 OR APPROVED EQUAL 10 PER BOX	\$	\$ 34. ⁰⁰
63.E.	0-1 BOX	OPEN ROUND EYE SNAPS. 1/2 X 4 1/8" HOLDFAST (COVER) # 760-144 OR APPROVED EQUAL 10 PER BOX	\$	\$ 34. ⁰⁰
63.F.	0-1 BOX	OPEN ROUND EYE SNAPS. 1 5/8 X 5 7/8" LENGTH HOLDFAST (COVER) # 760-1461 OR APPROVED EQUAL 10 PER BOX	\$	\$ 40. ⁰⁰
63.G.	0-1 BOX	OPEN ROUND EYE SNAPS. 3/4 X 6 1/4" LENGTH HOLDFAST (COVER) # 760-1471.	\$	\$ 40. ⁰⁰
64.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL # 15-809 NATURAL OR APPROVED EQUAL 1,000 PER PACK.	\$	\$ 23. ⁰⁰
64.A.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL # 15-849 STD NATURAL OR APPROVED EQUAL 1,000 PER PACK.	\$	\$ 39. ⁰⁰
64.B.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL # 15-829 5.51-NATURAL OR APPROVED EQUAL 1,000 PER PACK.	\$	\$ 32. ⁰⁰
64.C.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL # 15-659 11"-L NATURAL OR APPROVED EQUAL.	\$	\$ 24. ⁰⁰

DUNCAN HARDWARE INC
 776 W SIDE AVE
 JERSEY CITY NJ 07306-8602

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
65.	0-12 EACH	CHAIN SAW-12"-16" BAR SIZE CS-3400, TOP HANDLE SAW 33.4 CC ENGINE ECHO, # CS 3400 OR APPROVED EQUAL.	\$ 269. ⁰⁰	\$ 3,228. ⁰⁰
66.	0-12 EACH	BACKPACK BLOWER-30 CC ENGINE LIGHTWEIGHT 250 MPH AIR VELOCITY /590 CFM- COVERED MUFFLER AND NOISE ARRESTING FILTER (69dba) Green Machine # 4600BP OR APPROVED EQUAL.	\$ 349. ⁰⁰	\$ 4,188. ⁰⁰
67.	0-4 EACH	ENCORE GEAR DRIVEN MOWER, 48 INCH 14 HP. KAWASAKI ENGINE, 425 GAL FUEL CAPACITY, EACH # 48K200 OR APPROVED EQUAL.	\$ 3,240. ⁰⁰	\$ 12,960. ⁰⁰
68.	0-1 EACH	ENCORE POWER THATCH, #25T100, # 11 GA. 20" OPERATING WIDTH OR APPROVED EQUAL.	\$	\$ 1,380. ⁰⁰
69.	0-2 EACH	HONDA GENERATOR # EZ4300S SUPER QUIET, WITH 4500 WATT MAX. OUTPUT. ELECTRIC.	\$ 2,180. ⁰⁰	\$ 4,360. ⁰⁰
70.	0-12 EACH	"UNION" WOOD CHIPPERS # AX-30-327 OR APPROVED EQUAL.	\$ 17. ²⁰	\$ 206. ⁴⁰
71.	0-24 EACH	"Union" garden Pick Mattock # 30-805 or approved equal.	\$ 16. ³⁴	\$ 392. ¹⁶
72.	0-24 DOZEN	"UNION" BROOMS, 16 INCH, S77408 OR APPROVED EQUAL.	\$ 120. ⁰⁰	\$ 2,880. ⁰⁰
73.	0-24 DOZEN	"Union" Broom, 24 INCH # 77-400 OR APPROVED EQUAL.	\$ 132. ⁰⁰	\$ 3,168. ⁰⁰
74.	0-4 DOZEN	"UNION" Weed Cutter # 62-105 OR APPROVED EQUAL.	\$ 158. ⁰⁰	\$ 632. ⁰⁰
75.	0-24 EACH	"Union" Bow 10 Saw #62-919 OR APPROVED EQUAL.	\$ 5. ⁹⁰	\$ 141. ⁶⁰
76.	0-24 EACH	"UNION" BOW SAW # 62-919 OR APPROVED EQUAL.	\$ 5. ⁹⁰	\$ 141. ⁶⁰
77.	0-24 EACH	"UNION" PRUNING SAW, # 62-922 OR APPROVED EQUAL.	\$ 7. ⁹⁵	\$ 190. ⁸⁰
78.	DOZEN 0-24 EACH	"UNION" WHEELBARROW #77-283 OR APPROVED EQUAL.	\$ 61. ⁸⁸	\$ 1,485. ¹²
79.	0-10 DOZEN	"UNION" CORN BROOMS OR APPROVED EQUAL.	\$ 65. ⁰⁰	\$ 650. ⁰⁰
80.	0-14 DOZEN	"UNION SCOOP SHOVELS # 79-805 OR APPROVED EQUAL.	\$ 187. ⁰⁰	\$ 2,618. ⁰⁰
81.	0-1 DOZEN	"UNION" AX HANDLE, #90-039 OR APPROVED EQUAL.	\$	\$ 84. ⁰⁰

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
82.	0-6 EACH	"UNION" POST HOLE DIGGER, # 72-101 OR APPROVED EQUAL.	\$ 24.80	\$ 148.80
83.	0-24 DOZEN	"UNION" BOLT THRU LAWN RAKE #64-582 OR APPROVED EQUAL.	\$ 100.80	\$ 2,419.20
84.	0-10 DOZEN	"UNION" L-BEAM POINT SHOVEL # 45-870 OR APPROVED EQUAL.	\$ 160.00	\$ 1,600.00
85.	0-14 DOZEN	"UNION" DURA-TORQUE POINT SHOVEL # 45-870 OR APPROVED EQUAL.	\$ 160.00	\$ 2,240.00
86.	0-6 DOZEN	"UNION" GARDEN NURSERY SPADE #46-168 OR APPROVED EQUAL.	\$ 176.00	\$ 1,056.00
87.	0-24 EACH	"UNION" TRAMPLING BAR, # 30-614 OR APPROVED EQUAL.	\$ 22.79	\$ 546.96
88.	0-10 DOZEN	"UNION" BOW HEAD RAKE, #63-10 OR APPROVED EQUAL.	\$ 97.40	\$ 974.00
89.	0- DOZEN 0-6	"UNION" LEVEL HEAD RAKE, # 63-118 OR APPROVED EQUAL.	\$ 172.00	\$ 1,032.00
90.	0-6 DOZEN	"UNION" GARDEN HOE, #66-185 OR APPROVED EQUAL.	\$ 178.00	\$ 1,068.00
91.	0-3DOZEN	"UNION" SCRAPERS, # 81-102 OR APPROVED EQUAL.	\$ 224.00	\$ 672.00
92.	0-3 DOZEN	"UNION" HEDGE SHEARS # 62-420 OR APPROVED EQUAL.	\$ 178.00	\$ 534.00
93.	0-3 DOZEN	"UNION" HEDGE PRUNERS # 62-430 OR APPROVED EQUAL.	\$ 166.00	\$ 498.00
94.	0-12 DOZEN	"UNION" STEEL BRACED BARN PUSHER # 79-847 OR APPROVED EQUAL.	\$ 218.00	\$ 2,616.00
95.	0-48 DOZEN	"UNION" BROOM & SCREW HANDLES WITH METAL TIPS # 84-007 OR APPROVED EQUAL.	\$ 29.00	\$ 1,392.00
96.	0-12 EACH	"UNION" CORN KNIFE 15 INCH # 62-653 OR APPROVED EQUAL.	\$ 12.00	\$ 144.00
97.	0-3 DOZEN	"UNION" 4 PRONG CULTIVATOR # 68-120 OR APPROVED EQUAL.	\$ 156.00	\$ 468.00
98.	0-5 DOZEN	SELLSTROM SEBRING # 400 EYE WARE OR APPROVED EQUAL.	\$ 42.00	\$ 210.00
99.	0-6 EACH	PPT 2400 ECHO Commercial Duty, ECHO 23.6 CC DUAL Ring Piston Engine. Provides Up To 20 % more power. Power pruners.	\$ 444.00	\$ 2,664.00

*

* THIS WAS THE QUANTITY USED ON THE PRIOR B10...

DUNCAN HARDWARE INC
776 W SIDE AVE
JERSEY CITY NJ 07306-6802

ITEM	QUANTITY	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
100.	0-24 EACH	ECHO BRUSH CUTTER SYSTEM WITH STEEL MESH VISOR AND EARMUFF, Part # 103942230.	\$ 32.00	\$ 768.00
101.	0-2 EACH	ECHO HPP 1900 POWER WASHER. (Producers 1,300 psi at 1.85 G.P.M with optional part # 999448-00170) or Approved Equal.	\$ 640.00	\$ 1,280.00
102.	0-1 DOZEN	CORONA, 20" BOW SAW, # BS-4010 OR APPROVED EQUAL.	\$	\$ 56.00
103.	0-2 DOZEN	CORONA, PROFESSIONAL BY PASS PRUNER, #BP 6250 OR APPROVED	\$ 280.00	\$ 560.00
104.	0-2 DOZEN	CORONA PROFESSIONAL SUPER-DUTY BYPASS LOPPER, WL 6490 OR APPROVED	\$ 389.00	\$ 778.00
105.	0-2 DOZEN	CORONA PROFESSIONAL HANDLE HEDGE SHEAR # HSG930 OR APPROVED	\$ 240.00	\$ 480.00
106.	0-12 EACH	CORONA PROFESSIONAL 13 FT ARBORIST TREE PRUNING SYSTEM, # TP 6980 OR APPROVED	\$ 88.00	\$ 1,056.00
107.	0-12 EACH	RED MAX PRO SERIES CHAIN SAW G3 10TS	\$ 309.00	\$ 3,708.00
108.	0-12 EACH	RED MAX PRO SERIES BLOWER, EPA CERTIFIED EB5200.	\$ 459.00	\$ 5,508.00
109.	0-12 EACH	RED MAX PRO SERIES WEED WACKER, EPA CERTIFIED BC34406.	\$ 410.00	\$ 4,920.00
110.	0-3 DOZEN	70-219 FORGER SOUTHERN MEADOW BEVELED BLADE 7"X3 1/2	\$ 98.00	\$ 294.00
111.	0-400 CASES	FOX VALLEY FIELD MARKING PAINT.	\$ 32.00	\$ 12,800.00

Note: This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached. The term of the contract is one year.

DUNCAN HARDWARE INC
776 W SIDE AVE
JERSEY CITY NJ 07308-6802

GRAND TOTAL PRICE ITEMS 1 THROUGH 111

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 111.

The supplier shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

ONE HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED FIFTY SEVEN AND TWENTY EIGHT CENTS

\$ 178,357.28

(In Writing)

(In Figures)

The contract will be awarded based on the grand total amount for Items 1 through 111. If the grand total price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

NOTE: A bid must be entered for all items. Award of contract shall be based on all items being supplied by one supplier. Failure to bid any one item will result in the automatic rejection of the bid at the bid reception.

1. VENDOR WILL BE REQUIRED TO DELIVER MATERIALS AS AND WHEN NEEDED AT NO ADDITIONAL COST TO THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE, AT 13-15 LINDEN AVENUE EAST, JERSEY CITY, NEW JERSEY, WITHIN TWO BUSINESS DAYS OF VENDOR'S RECEIPT OF THE CITY'S FAXED PURCHASE ORDER.
2. THE TERM OF THE CONTRACT SHALL BE ONE-YEAR COMMENCING 01 DAYS AFTER THE CONTRACT AWARD BY THE CITY COUNCIL. BID PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT.
3. BID PROPOSAL MUST COMPLY STRICTLY IN ACCORDANCE WITH SPECIFICATIONS LISTED HEREIN. VENDOR MUST WRITE BRAND NAMES OR MANUFACTURER IN THE SPACE PROVIDED ABOVE.

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

City Clerk File No. Res. 18-318

Agenda No. 10.Z.1

Approved: MAR 28 2018

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH DUNCAN HARDWARE INC. TO PROVIDE SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 17-264, approved on March 22, 2017, awarded a one-year contract in the amount of \$178,357.28 to DUNCAN HARDWARE INC. for small tools and hardware supplies for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of March 23, 2018 and ending on March 22, 2019; and

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

WHEREAS, the total cost of the contract renewal is \$178,357.28; and

WHEREAS, funds in the amount of \$10,000.00 are available in the Division of Park Operating Account No. 18-01-201-28-375-210.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with DUNCAN HARDWARE INC. for small tools and hardware supplies for the City of Jersey City (City), Department of Public Works Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of March 23, 2018, and the total cost of the contract shall not exceed \$178,357.28;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the 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. 40A:5-1 et seq.
- 4) Pursuant to N.J.A.C. 5:30-5.5(c) (2), the continuation of the contract after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

(Continued on Page 2)

Continuation of Resolution _____
 City Clerk File No. Res. 18-318
 Agenda No. 10.Z.1
 TITLE: MAR 28 2018

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH DUNCAN HARDWARE INC. TO PROVIDE SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 18-01-201-28-375-210 for payment of the above resolution.

Requisition # D182957

Purchase Order # 128524

March 6, 2018

APPROVED: [Signature] APPROVED AS TO LEGAL FORM
Patrick C. Stampato, DPW Director
 APPROVED: [Signature] In App.
Business Administrator Corporation Council
 Certification Required
 Not Required APPROVED 8-0

R.R.
3-15-18

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18.

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSENT		YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.
[Signature] [Signature]
 Rolando R. Lavarro, Jr., President of Council Robert Byma, City Clerk

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

City Clerk File No. Res. 17-264

Agenda No. 10.R

Approved: MAR 22 2017

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC TO PROVIDE SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on February 16, 2017 to provide Small Tools and Hardware Supplies for the Department of Public Works/Division of Park Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for One Hundred Eleven (111) items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, Duncan Hardware Inc, submitted the low bid in the amount of \$178,357.28; and

WHEREAS, the sum of One Hundred Seventy Eight Thousand, Three Hundred Fifty Seven (\$178,357.28) Dollars and Twenty Eight cents, will be budgeted for in the 2017 budget; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Duncan Hardware Inc to be fair and reasonable; and

WHEREAS, the sum of Ten Thousand \$10,000.00 is available in Operating Account No. 01-201-28-375-210;

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Duncan Hardware Inc for the Department of Public Works/Division of Sanitation;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to Two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for One Hundred Eleven (111) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor 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. 40A:5-1 et seq.; and

(continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC TO PROVIDE SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2017 Calendar Year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2017 Calendar Year permanent budget.

I, Donsa Mauer (Donsa Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Public Works/Division of Park Maintenance			Amount
Acct #	P.O #	Temp. Encumb.	
01-201-28-375-210	124260		\$10,000.00
		TOTAL CONTRACT	\$178,357.28

Approved by Peter Folgado, Director of Purchasing

PF/pe
2/28/17

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: _____ Corporation Counsel
 Certification Required
 Not Required

RR
5-9-17

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.22.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
BAIRDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Absent)

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

Rafaelo R. Lavarro, Jr., President of Council
Robert Byrns, City Clerk

Duncan Hardware.
776 West Side Avenue
Jersey City, NJ 07306
Telephone: 201-435-1700
Facsimile: 201-435-6888
Email: duncanhardware@gmail.com

DUNCAN HARDWARE

--
03/11/19

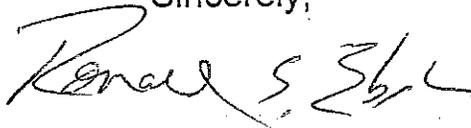
Ronald S. Eberle
President

City of Jersey City
Dept. of Public Works
Parks & Forestry

RE: Contract Extension

Please accept this letter as our company's formal agreement to extend for one additional year our contract with the City of Jersey City our contract for Small Tools and Hardware. All terms and conditions to remain in effect for the period: March 23, 2019 to March 22, 2020.

Sincerely,



Ronald S. Eberle

RECEIVED
2019 MAR 13 PM 12:32
CITY OF JERSEY CITY
OFFICE OF PARK MAINTENANCE



STEVEN M. FULOP
Mayor of Jersey City

CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO
Director

January 29, 2019

Duncan Hardware Inc.
556 778 West Side Avenue
Jersey City, N.J. 07306
Subject Renewal - Small Tools and Hardware Supplies

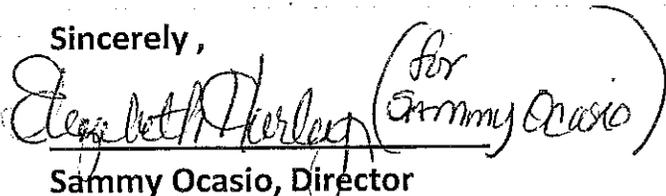
Dear Mr. Eberle:

Your present contract for Small Tools and Hardware Supplies for the City of Jersey City/Division of Park Maintenance is due to expire March 22, 2019. The provision of the contract allows the city to renew the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumers Price Index Published by the Bureau of Labor Statistics.

At this time the CPI Number will not be available until March 23, 2019 and at that time we will be contracting the Bureau of Labor Statistics for the number. Please confirm this renewal and terms in writing A.S.A.P. Please return all forms and returned along with your conformation letter and Business Registration Information.

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance she can be reached at 201-547-4449 or via email elizabeth@icnj.org.

Sincerely,



Sammy Ocasio, Director
Division of Park Maintenance

See attached forms and return originals
Equal Employment Opportunity - EEO Affirmative Action Goods, Professional Service and General Service Contracts
Play to Play Information

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 a 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): RONALD S. EBELER PRESIDENT

Representative's Signature: Ronald S. Ebeler

Name of Company: DUNCAN HARDWARE INC
776-8 WEST SIDE AVE
Tel. No.: JERSEY CITY NJ 07306-6602 Date: 3/12/19

201-435-1700

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

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

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

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

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

Representative's Name/Title (Print): RONALD S. EBERLE PRESIDENT
Representative's Signature: [Signature]
Name of Company: _____ Date: 3/12/19
Tel. No.: DUNCAN HARDWARE INC
776-8 WEST SIDE AVE
JERSEY CITY NJ 07306-6602
201-435-1700

**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 : Duncan Hardware
Address : 776-8 west side Ave
Telephone No. : 201-435-1700
Contact Name : Ronald Eberle

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

Business Name: Duncan Hardware
Address: 776-8 Westside Ave
Telephone No.: 201-435-1700
Contact Name: Ronald Eboile

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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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

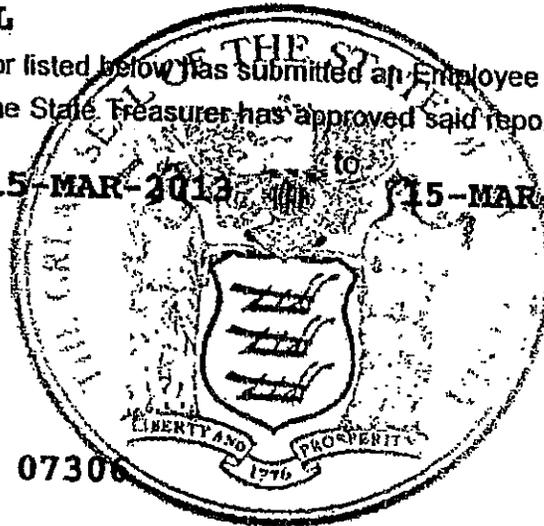
CERTIFICATE OF EMPLOYEE INFORMATION REPORT ⁷¹⁶¹

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-2013 to 15-MAR-2020

DUNCAN HARDWARE INC.
776 WEST SIDE AVENUE
JERSEY CITY NJ 07306



Andrew P. Sidamon-Eristoff
State Treasurer



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
TREASURY

TAXPAYER NAME:

DUNCAN HARDWARE, INC.

ADDRESS:

776 WEST SIDE AVE
JERSEY CITY, NJ 07305

EFFECTIVE DATE:

09/18/49

TRADE NAME:

OCEAN TRU-VALUE HARDWARE

SEQUENCE NUMBER:

0052510

ISSUANCE DATE:

03/28/05

FORM-BRC(08-01)

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

Entry #

3551015000

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

EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

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
DUNCAN HARDWARE, INC.

5. STREET **776 West Side Avenue** COUNTY **Hudson** STATE _____ ZIP CODE _____
Jersey City, NJ 07306

6. NAME OF P. (201) 435-1700 Fax (201) 435-6888 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**

10. PUBLIC AGENCY AWARDED 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											
	COL 1 TOTAL (Col. 2 & 3)	COL 2 MALE	COL 3 FEMALE	***** MALE *****					***** FEMALE *****						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.		
Officials/ Managers	1	1		1											
Professionals															
Technicians															
Sales Workers	5	4	1		3						1				
Office & Clerical	1	1													
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.														
	3	1	2							1		1			1

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

13. DATES OF PAYROLL PERIOD USED.
 From: **4/2012** To: **4/2013**

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

15. IF NO, DATE LAST REPORT SUBMITTED
3/15/2006
 MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE
RONALD S. ERSALÉ *Ronald S Ersale* **Pres** **4/19/13**
 MO. DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)
776 West Side Ave Jersey City (Hudson) NJ 07306 201-435-1700

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

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

Name of Business Entity: DUNCAN HARDWARE INC.

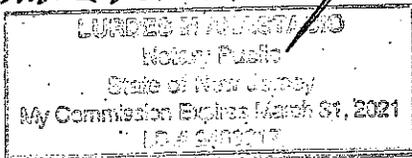
Signed: Ronald S. Eberle Title: PRESIDENT

Print Name: RONALD S. EBERLE Date: 3/12/19

Subscribed and sworn before me
this 12 day of March 019
My Commission expires: 03/31/2021

RONALD S. EBERLE
(Affiant)
Ronald S. Eberle Pres.
(Print name & title of affiant) (Corporate Seal)

[Handwritten Signature]



**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).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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
RONALD S. EBERLE	2 WERFORD CT WARREN, NJ 07059

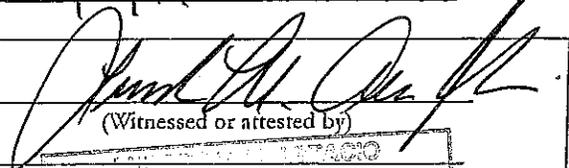
Part 3 – Signature and Attestation:

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: DUNCAN HARDWARE INC.
 Signature of Affiant: Ronald S. Eberle Title: PRESIDENT
 Printed Name of Affiant: RONALD S. EBERLE Date: 3/12/19

Subscribed and sworn before me this 12 day of March, 2019

My Commission expires: 03/31/2021


 (Witnessed or attested by)

(Seal)
 My Commission Expires March 31, 2021
 13.78-20.17

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

City Clerk File No. Res. 19-288

Agenda No. 10.z.7

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR FERTILIZING, SEEDING AND AERATION THROUGHOUT VARIOUS JERSEY CITY PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for fertilizing, seeding and aeration at various parks throughout the City of Jersey City (City); and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City informally solicited two quotes, including one from Gene's Landscaping Inc., 13 Edgebrook Lane, Airmont, New York 10952, in the total amount of thirty nine thousand, six hundred dollars (\$39,600.00); and

WHEREAS, the Purchasing Director believes the proposal of Gene's Landscaping Inc., attached hereto, to be most advantageous, price and other factors considered; 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 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Division of Park 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 the contractor has not made any reportable contributions to the political 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 \$3,000.00 are available in the Operating Account;

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-375-312	132918	\$39,600.00	\$3,000.00

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

1. A contract award to Gene's Landscaping Inc. in the amount of \$39,600.00 for fertilizing, seeding and aeration services is authorized;
2. The term of the contract shall be effective March 28, 2019 through December 31, 2019;

(Continue on page 2)

City Clerk File No. 10.z.7

Agenda No. MAR 27 2019

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR FERTILIZING, SEEDING, AND AERATION THROUGHOUT VARIOUS JERSEY CITY PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

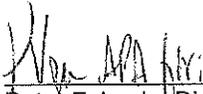
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution; and

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 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

5. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

I Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-375-312	132918	\$39,600.00	\$3,000.00

Approved by:  3/14/19
 Peter Folgado, Director of Purchasing, QPA, RPPO Date

PF/pv/RR
3/14/19

APPROVED: 

APPROVED AS TO LEGAL FORM

*R.R.
3-15-19*

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

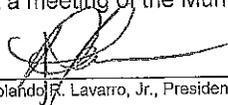
APPROVED 8-0

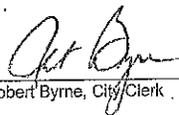
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando J. 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 A CONTRACT TO GENE'S LANDSCAPING INC. FOR FERTILIZING, SEEDING AND AERATION SERVICES THROUGHOUT VARIOUS JERSEY CITY PARKS FOR THE DEPARTMENT OF PUBLIC WORKS , DIVISION OF PARK MAINTENANCE

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Director
Phone/email	201-547-4449 201-356-7763	socasio@jcnj.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 to provide:

- ✦ To provide fertilizers, seeding and aeration at various City parks.
- ✦ Bayside, Benson, Berry Lane, Clemente LL, Cochrane Stadium, Gateway, Enos Jones, Lincoln Park West, Pershing Field, Martucci Field, Roberto Clemente Complex.
- ✦ Solucal lime applies
- ✦ Fertilizer application and crabgrass control
- ✦ Spring fertilizer and seed starter fertilizer.
- ✦ Includes all labor and materials.
- ✦ DPW spent \$39,000.00 in 2018.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

01-201-28-375-312 (Park Operating)
 Contract amount =\$39,600.00
 Temporary Encumbrancy =\$3,000.00

03/28/19 to 12/31/19.

Type of award

Non-Fair and Open

If "Other Exception", enter type
 Additional Information

I certify that all the facts presented herein are accurate.

Sammy Ocasio
 Signature of Department Director *P.O.S*

[Signature]
 Signature of Purchasing Director

03/13/19
 Date

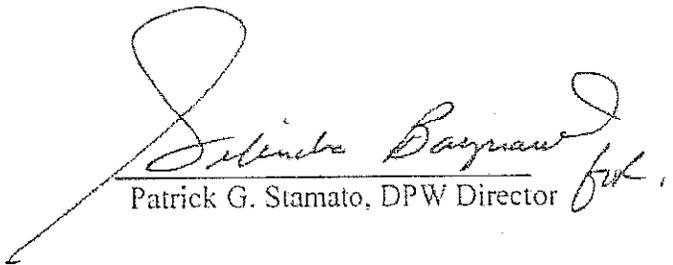
3/14/19
 Date

DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for fertilizer at various parks citywide.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Gene's Landscaping
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

03/13/19
Date


Patrick G. Stamato, DPW Director

Req # 0187688

GENE'S LANDSCAPING

13 Edgebrook lane
Airmont N.Y. 10952
845-368-3143
Cell- 201-538-8451

Vendor # V00041054 N.J.

February 28 , 2019,
Mr Samy Ocasio
Director Park Maintenance
City of Jersey City N.J.

Mr. Ocasio,
Please find the quote as per the request for the scope of work to be done in 2019 season the following areas.

1. Bayside
2. Benson Park
3. Berry Lane field
4. Clemente LL field
5. Cochrane Stadium Caven point complex
6. Gateway park complex
7. Enos jones includes Franco field
8. Lincoln Park West
9. Pershing field
10. Martucci field
11. Roberto Clemente complex

Scope of Work performed

- 1-Solucal lime applied to all field grass areas
- 2-Fertilizer application and crabgrass control applied March
- 3-Spring fertilizer al areas in May
- 4-Early summer fertilizer all areas in June
- 5-Seed starter fertilizer and plug aerate and apply tall fescue grass seed to all areas August/Sept.
- 6-Fall fertilizer to all areas November

Cost al labor and materials 39,600.00

Thank you

RECEIVED
2019 FEB 28 AM 9:41
CITY OF JERSEY CITY
OFFICE OF THE CITY CLERK

GREEN LAWNS PLUS

441 State Highway Rt. 17 North
Mahwah N.J. 07430

February 12 2019

Sammy Ocasio
City of Jersey city N.J.
Parks and Forestry
13-15- Linden Ave East

Mr. Occasion,

Scope of Work:
As pr the specs:

Quote as for proposed Chemical and seed for 2019 Applications From
March through November 2019

5 applications of fertilizer on all areas as n below
1 application of crabgrass preventer on all areas
Plug and seed all areas
1 application of limestone

The Following sports areas
Bayside, Berry Lane, Benson Park ,Roberto Clemente and Roberto
Clemente little league, Cochrane Stadium Complex, gateway Park, Enos
Jones Franco field, Lincoln Park West, Pershing field and Martucci field.

Al Material and labor 46,500.00

Thank you

Green Lawns Plus

RECEIVED
2019 FEB 26 AM 11:46
CITY OF JERSEY CITY
DEPT PARK MAINTENANCE



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0520233 FOR GENE'S LANDSCAPING INC. IS VALID.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GENE'S LANDSCAPING INC.

Trade Name:

Address: 50 LINDEMANN AVE
CLOSTER, NJ 07624

Certificate Number: 0520233

Effective Date: March 17, 1987

Date of Issuance: March 04, 2019

For Office Use Only:

20190304114254794

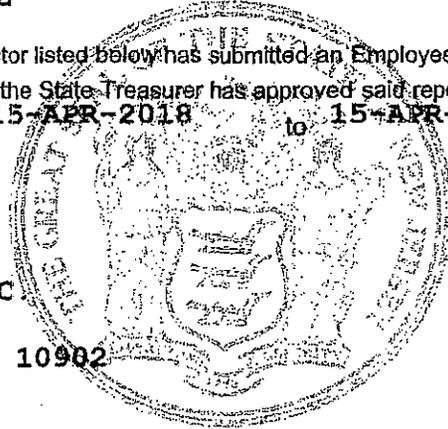
Certification 58930

**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-APR-2018** to **15-APR-2025**

**GENES LANDSCAPING, INC
13 EDGEBROOK LANE
PLYMOUTH**

NY 10902



Elizabeth Maher Muoio

**ELIZABETH MAHER MUOIO
Acting State Treasurer**

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): Gene Fox

Representative's Signature: [Signature]

Name of Company: Gene Landscapes Inc

Tel. No.: 201-538-8451 Date: 1-3-19

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

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

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

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

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

Representative's Name/Title Print: Elyse Fox President
Representative's Signature: [Signature]
Name of Company: Green Landscaping, Inc.
Tel. No.: 201-538-8451 Date: 1/6/18

**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 : Gene's Landscaping Inc
Address : 13 Edgebrook Ln Alwood NY 10952
Telephone No. : 201-538-5451 548-357-3988
Contact Name : Lisa Fox

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Grews Landscaping Inc
Address: 13 Edgemoor Ln. Almont NJ 10982
Telephone No.: 201-538-8444 848-357-3988
Contact Name: Lisa Fox

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

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

THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs

HAS REGISTERED

GENE'S LANDSCAPING INC.
Eugene Fox
15 Edgebrook Lane
Monsey NY 10952

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Division of Consumer Affairs
HAS REGISTERED
GENE'S LANDSCAPING INC.
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
02/07/2018 TO 03/31/2019
VALID

13VH05755100
License/Registration/Certificate #

Sharon M. Joyce
ACTING DIRECTOR
SIGNATURE

02/07/2018 TO 03/31/2019
VALID

13VH05755100
LICENSE/REGISTRATION/CERTIFICATION #

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Division of Consumer Affairs
P.O. Box 46016
Newark, NJ 07101

Signature of Licensee/Registrant/Certificate Holder

Sharon M. Joyce
ACTING DIRECTOR

PLEASE DETACH HERE

GENE'S LANDSCAPING INC. EXPIRATION DATE 2019
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 05755100 , PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Division of Consumer Affairs
P.O. Box 46016
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

PRINT YOUR NEW MAILING ADDRESS BELOW.
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE.

HOME
BUSINESS

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be
within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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: Geves Landscaping Inc
 Signature of Affiant: [Signature] Title: President
 Printed Name of Affiant: EUGENE FOX Date: 1-7-19

Subscribed and sworn before me this <u>3</u> day of <u>January</u> , 2019. My Commission expires: <u>06/10/2020</u>	FARANAK HADJI Notary Public State of New Jersey My Commission Expires June 10, 2020 I.D.# 50017543	<u>[Signature]</u> (Witnessed or attested by) _____ (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 Gene's Landscaping Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding 2019 (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 Gene's Landscaping 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: Gene's Landscaping Inc

Signed: [Signature] Title: President

Print Name: Evgen Fox Date: 1-3-2019

Subscribed and sworn before me
this 3 day of Jan, 2019.

My Commission expires: 6/10/2020

[Signature]
(Affiant)
Faranak Hadji

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

FARANAK HADJI
Notary Public
State of New Jersey
My Commission Expires June 10, 2020
I.D.# 50017543

**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. 19-289

Agenda No. 10.z.8

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SPORTPROS USA INC. FOR THE MAINTENANCE OF BASKETBALL COURTS THROUGHOUT VARIOUS JERSEY CITY PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for maintenance of various basketball courts throughout the City of Jersey City (City); and

WHEREAS, the City in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited two quotes, including one from SportProsUSA Inc., 500 West Main Street, Suite 19, Wyckoff, New Jersey 07481 in the total amount of thirty six thousand, nine hundred dollars (\$36,900.00); and

WHEREAS, the Purchasing Director believes the proposal of SportProsUSA Inc., attached hereto, to be most advantageous, price and other factors considered; 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 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Division of Park 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 the contractor has not made any reportable contributions to the political 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 \$2,000.00 are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-375-314	132919	\$36,900.00	\$2,000.00

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

1. A contract award to SportPros USA Inc. in the amount of \$36,900.00 for the maintenance of various basketball courts is authorized;
2. The term of the contract shall be effective March 28, 2019 through December 31, 2019;

(Continue on page 2)

City Clerk File No. 10-z-8

Agenda No. MAR 27 2019

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SPORTPROS USA INC. FOR THE MAINTENANCE OF BASKETBALL COURTS THROUGHOUT VARIOUS JERSEY CITY PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

4. 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, shall be placed on file with this resolution; and

5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, hereby certify that funds in the amount of 2,000. are available in the Operating Account.

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-375-314	132919	\$36,900.00	\$2,000.00

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

3/14/19
Date

PF/pv/RR
3/14/19

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

APPROVED 8-0
3-27-19

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3-27-19							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
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 A CONTRACT TO SPORTPROS USA INC. FOR THE MAINTENANCE OF BASKETBALL COURTS THROUGHOUT VARIOUS JERSEY CITY PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Director
Phone/email	201-547-4449 201-356-7763	socasio@jcnj.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 to provide:

- ↓ To provide basketball maintenance at various City parks.
- ↓ Includes Bayside, Audubon, Dr. Lena Edwards, Hamilton, Lafayette, Riverview and Mohamed Ali parks.
- ↓ Maintenance is perform twice a year.
- ↓ Includes adjust all surfaces, replace damaged or work tile.
- ↓ Touch up 50 linear feet of lines on each court.
- ↓ Inspect, align and replace nets, rims, pads, etc.
- ↓ DPW spent \$36,000.00 in 2018.

Cost (Identify all sources and amounts)

01-201-28-375-314 (Park Operating)
Contract amount =\$36,900.00
Temporary Encumbrancy =\$2,000.00

Contract term (include all proposed renewals)

03/28/19 to 12/31//19.

Type of award

Non-Fair and Open

If "Other Exception", enter type
Additional Information

[Empty box for additional information]

[Empty box for additional information]

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

03/13/19

Signature of Purchasing Director

Date

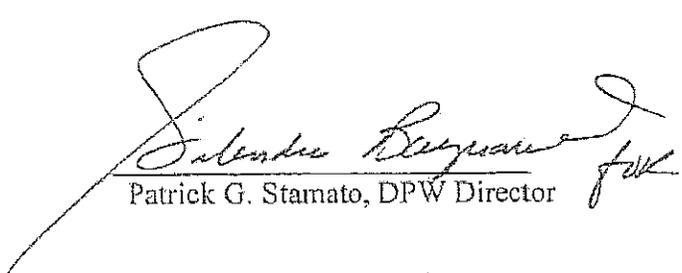
3/21/19

DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for maintenance of various basketball courts citywide.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Sportpros USA Inc.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

03/13/19
Date


Patrick G. Stamato, DPW Director

REQ # 0187670



February 13, 2019

Mr. Sammy Ocasio
Director
Jersey City Parks and Forestry
13-15 Linden Ave
Jersey City, NJ 07305

Re: Jersey City Basketball Court Maintenance
Proposal #: 2779-19

Dear Mr. Ocasio,

Please find the proposal for maintenance of the modular basketball courts and equipment throughout the city. Please let me know if you have any questions.

Parks:

1. Bayside (3 courts)
2. Audubon (1 Court)
3. Dr. Lena Edwards (2 Courts)
4. Hamilton (1 Court)
5. Lafayette (1 Court)
6. Riverview (1 Court)
7. Mohammad Ali (Basketball Systems only)

Scope of Work:

1. Provide maintenance twice per year: April and September
2. Maintenance to include:
 - a. Blow off all debris and clean under edges of court to remove trapped dirt
 - b. Adjust all surfaces
 - c. Replace damaged or work tile with back stock kept at Jersey City Parks Dept
 - d. Touchup up to 50 linear feet of lines on each court
 - e. Inspect all equipment, replace nets, touch up paint, check rims and pads

Price: Thirty Six Thousand Nine Hundred Dollars (\$36,900.00)
(To be billed April 15th and Sept 15th)

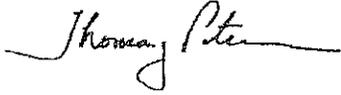
Qualifications:

1. All work to be performed on straight time
2. Price does not include emergency service
3. All work is non-prevailing wage
4. Sales tax is not included. Tax exempt certificate to be provided
5. Time and material rates to be \$68.00 st and \$91.00 ot
6. Payment terms are net 30 days
7. Material is not included. Jersey City to provide

500 West Main Street, Suite 19
Wyckoff, NJ 07481
(877) 466-7765 * Fax (866) 570-0653

If you have any questions or need further clarification, please call me. We look forward to working with the city to make its park experience the best in the state.

Sincerely,



Thomas J Petersen

Client:

Approved: _____

Date: _____

Print: _____

SportProsUSA, Inc:

Approved: _____

Date: _____

Print: _____

Title: _____



New Jersey Division of Revenue

Revenue NJESS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1771538 FOR SPORTPROSUSA INC IS VALID.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

SPORTPROSUSA INC

ADDRESS:

**500 W MAIN ST STE 19
WYCKOFF NJ 07481-1454**

EFFECTIVE DATE:

02/06/13

TRADE NAME:

SEQUENCE NUMBER:

1771538

ISSUANCE DATE:

03/07/17



Director
New Jersey Division of Revenue

Certification 52258

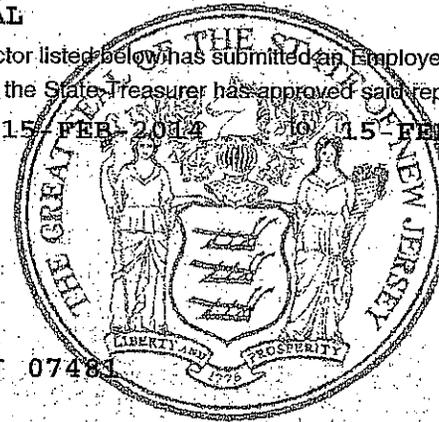
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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 FEB 2014 to 15 FEB 2021

SPORTPROSUSA, INC.
500 WEST MAIN ST.
WYCKOFF

NJ 07481



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

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): THOMAS J Petersen

Representative's Signature: Thomas J Petersen

Name of Company: Sport PROSUSA INC

Tel. No.: 201-485-8520 Date: 2-19-19

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

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

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

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

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

Representative's Name/Title Print: Thomas J Petersen
Representative's Signature: Thomas J Petersen
Name of Company: Sprint Pro USA Inc
Tel. No.: 201-485-8520 Date: 2-19-19

**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 : SportProsUSA Inc
Address : 500 W MAIN ST Ste 19 Wyckoff NJ
Telephone No. : 201-485-8520
Contact Name : THOMAS J PETERSEN

Please check applicable category :

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

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name: Sport Pros USA Inc

Address: 500 W MAIN ST Ste 19 Wyckoff NJ 07481

Telephone No.: 201-485-8520

Contact Name: Thomas J Petersen

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

Woman Business Enterprise

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

**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 Sport Pros USA Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Sport Pros USA 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.

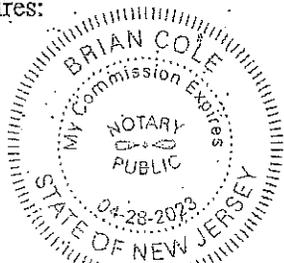
Name of Business Entity: Sport Pros USA Inc

Signed: Thomas J Pekar Title: President

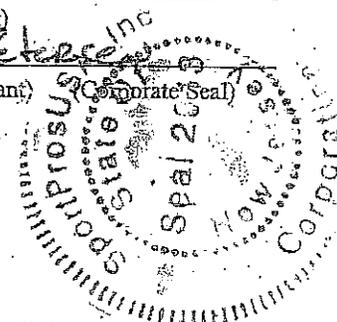
Print Name: Thomas J Pekar Date: 2-19-19

Subscribed and sworn before me
this 19 day of FEB, 2019
My Commission expires:

4/20/23



Thomas J Pekar
(Affiant)
(Print name & title of affiant)



**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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Riveta	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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 PETERSEN	26 Cottage Lane Upper Saddle River NJ 07458

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: Spartan ProSUSA Inc
 Signature of Affiant: _____ Title: President
 Printed Name of Affiant: THOMAS J PETERSEN Date: 2-19-19

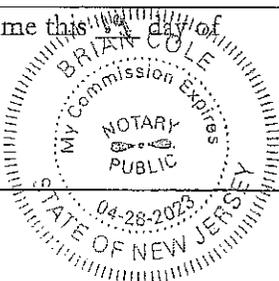
Subscribed and sworn before me this 19th day of February, 2019.

My Commission expires: 4/28/23



 (Witnessed or attested by)

 (Seal)



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

City Clerk File No. Res. 19-290

Agenda No. 10.z.9

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LENOVO US, INC. FOR THE PURCHASE AND DELIVERY OF LENOVO MONITORS AND WORKSTATIONS UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, monitors and workstations are needed for the Division of 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 a City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Lenovo US, Inc., 1009 Think Place, Morrisville, North Carolina 27560 is in possession of State contract A40121, and will provide monitors and workstations for a total contract amount of seventy two thousand, one hundred dollars (\$72,100.00); and

WHEREAS, funds are available for this contract in the Capital Account;

Acct #	P.O. #	State Contract	Total Contract
04-215-55-184-990	132958	A40121	\$72,100.00

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

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

1. A contract is awarded to Lenovo US, Inc. in the amount of \$72,100.00 for the purchase of monitors and workstations is authorized;
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12;
3. The term of the contract will be completed upon the delivery of goods and services; and
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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. 40A:5-1 et seq.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LENOVO US, INC. FOR THE PURCHASE AND DELIVERY OF LENOVO MONITORS AND WORKSTATIONS UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Capital Account:

Acct #	P.O. #	State Contract	Total Contract
04-215-55-184-990	132958	A40121	\$72,100.00

Approved by: Peter Folgado 3/14/19
 Peter Folgado, Director of Purchasing
 RPPO, QPA Date

PF/pv/RR
 3/14/19

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature] B.R.
3-18-19
 Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON		✓		WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature] [Signature]
 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 A CONTRACT TO LENOVO US, INC. FOR THE PURCHASE AND DELIVERY OF LENOVO MONITORS AND WORKSTATIONS UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

Department/Division	ADMINISTRATION	INFORMATION TECHNOLOGY
Name/Title	BERNADETTE KUCHARCZUK	DIRECTOR
Phone/email	201-547-4313	BKucharczuk@cnj.org

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

Contract Purpose

Acquiring PC Workstations for Engineering.

Cost (Identify all sources and amounts)

Total Cost \$ 72,100.00
Acct Number # 04-215-55-184-990
(Operating)

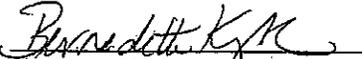
Contract term (include all proposed renewals)

Type of award

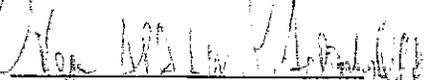
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

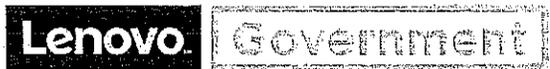

Signature of Department Director

14 March 2019
Date


Peter Folgado, QPA, RPPD

5/15/19
Date

Customer Name: CITY OF JERSEY CITY
 Customer Number: 1213634614



Quotation No. Q-00206959
 Created On: 2/7/2019
 Last Updated: 2/7/2019
 Master Contract No. MC00074951

Sales Representative: Howard Tobias
 Phone Number: (917) 841-5079
 Email: htobias@lenovo.com
 Contract: 5311863614

Purchasing Vehicle: MNWNC-117/40121

Thank you for requesting a quote from Lenovo. Your complete quote information is included below. Please feel free to reach me by phone or email to place your order.

PRODUCT AND SERVICES DETAILS

Part Number	Description	Qty	Unit Price	Start Date	Amount
30BFS4P400	Workstation TS P520_C422_ES_TW_R	14	\$4,010.00	2/6/2020	\$56,140.00
30BFS4RH00	Workstation TS P520_C422_ES_TW_R	2	\$4,860.00	2/6/2020	\$9,720.00
61A5GAR3US	The ThinkVision P24q-10 monitor	32	\$195.00	2/6/2020	\$6,240.00
Grand Total					\$72,100.00
					USD

Financial Services

Did you know that Lenovo can help wrap all of your hardware, software and services into a single cost-effective fixed monthly payment by using Lenovo Financial Services? Conserve capital, lower your cost of use and gain top performance with ongoing support. **Ask us how!**

CONFIGURATION DETAILS

Configuration	Description	Qty
30BFS4P400	Workstation TS P520_C422_ES_TW_R	14
Country	USA	1
Preload Type	Standard Image	1
Preload OS	Windows 10 Pro for Workstations 64 over 4 cores	1
Preload Language	Windows 10 Pro 64 for Workstation English	1
Platform	Tower 92% Power 900W	1
Motherboard	P520 MB Intel Basin Falls	1
Processor	Intel Xeon W-2135 Processor (8.25MB Cache, up to 4.50GHz)	1
Memory Selection	8GB DDR4 2666MHz ECC RDIMM	8
First Onboard M.2 Selection	2048GB Solid State Drive, M.2, PCIe, Opal, TLC	1
Onboard M.2 SSD Boot Drive	Yes	1
Quad AIC M.2 SSD Boot Drive	No	1

Component	Description	Value
Hard Drive Controller Adapter	Intel Integrated Controller	1
1st RAID Array	No 1ST RAID Selected	1
1st HDD selection	No 1st HDD Selected	0
1st HDD Boot Drive	No	1
2nd RAID Array	No 2ND RAID Selected	1
2nd HDD selection	No 2nd HDD Selected	0
1st Front Access HDD Selection	No 1st Front HDD Selected	1
1st Graphic Card	NVIDIA Quadro P4000 8GB 4xDP High Profile	1
1st Graphic Card DP Dongle	No Graphics Dongle Selected	1
1st Graphic Card DVI Dongle	No Graphics Dongle Selected	1
1st Graphic Card MiniDP Dongle	No Graphics Dongle Selected	1
2nd Graphic Card	None	1
2nd Graphic Card DP Dongle	No Graphics Dongle Selected	1
2nd Graphic Card DVI Dongle	No Graphics Dongle Selected	1
2nd Graphic Card MiniDP Dongle	No Graphics Dongle Selected	1
Stereo 3D Connector	No NVIDIA Stereo 3D Connector	1
GPU Computing Card	No Computing Card	1
Optical Drive	DVD Burner/CD-RW Rambo Drive Windows 10	1
2nd Optical Drive	None	1
Keyboard	USB Traditional Keyboard Black English	1
Mouse	USB Calliope Mouse Black	1
WiFi	No WiFi	1
Media Card Reader	Integrated 9-in-1 Multimedia Card Reader	1
IEEE 1394	No 1394 Adapter Selected	1
Audio Card	Integrated Audio	1
SMA	No Chassis Intrusion Switch	1
Additional Ethernet	Integrated Ethernet	1
Rear I/O - eSATA	No Rear I/O Port Selected	1
Recovery Media	No Recovery Media	1
Internal USB	Internal USB 3.0 Port	1
Serial Port	No Serial Port Selected	1
Pub	Publication English	1
Line Cord	LineCord - US	1
Front I/O - 1394	No 1394	1
Front I/O - eSATA	No eSATA	1
Key Kit	No Key Kit	1

Option	Description	Qty
Thunderbolt I/O	No Thunderbolt Card	1
USB 3.1 Type C rear adapter	USB 3.1 Type C Rear Adapter High Profile	1
Warranty	3 Year On-site	1
McAfee	No McAfee SWAPP Selected	1
Norton	No Norton Internet Security	1
Microsoft Office	No Office Software Selected	1
Adobe	None	1
ITC Essential/Prem Asset Tag	Premier Support Asset Tag	1
HHHL PCIE Storage	None	1
Thermal	THERMAL_KIT_140W_TW	1
OS DPK	W10 Pro OV4C DPK WW	1
GRAPHICCARD TYPE	150W Single NVIDIA	1
Warranty Upgrades	WARRANTY 4Y Premier NBD	1
30BFS4RH00	Workstation TS P520_C422_ES_TW_R	2
Country	USA	1
Preload Type	Standard Image	1
Preload OS	Windows 10 Pro for Workstations 64 over 4 cores	1
Preload Language	Windows 10 Pro 64 for Workstation English	1
Platform	Tower 92% Power 900W	1
Motherboard	P520 MB Intel Basin Falls	1
Processor	Intel Xeon W-2135 Processor (8.25MB Cache, up to 4.50GHz)	1
Memory Selection	8GB DDR4 2666MHz ECC RDIMM	8
First Onboard M.2 Selection	2048GB Solid State Drive, M.2, PCIe, Opal, TLC	1
Onboard M.2 SSD Boot Drive	Yes	1
Quad AIC M.2 SSD Boot Drive	No	1
Hard Drive Controller Adapter	Intel Integrated Controller	1
1st RAID Array	No 1ST RAID Selected	1
1st HDD selection	No 1st HDD Selected	0
1st HDD Boot Drive	No	1
2nd RAID Array	No 2ND RAID Selected	1
2nd HDD selection	No 2nd HDD Selected	0
1st Front Access HDD Selection	No 1st Front HDD Selected	1
1st Graphic Card	NVIDIA P5000 16GB (DVI+4DP) High Profile	1
1st Graphic Card DP Dongle	No Graphics Dongle Selected	1
1st Graphic Card DVI Dongle	No Graphics Dongle Selected	1

Component	Description	Quantity
1st Graphic Card MiniDP Dongle	No Graphics Dongle Selected	1
2nd Graphic Card	None	1
2nd Graphic Card DP Dongle	No Graphics Dongle Selected	1
2nd Graphic Card DVI Dongle	No Graphics Dongle Selected	1
2nd Graphic Card MiniDP Dongle	No Graphics Dongle Selected	1
Stereo 3D Connector	No NVIDIA Stereo 3D Connector	1
GPU Computing Card	No Computing Card	1
Optical Drive	DVD Burner/CD-RW Rambo Drive Windows 10	1
2nd Optical Drive	None	1
Keyboard	USB Traditional Keyboard Black English	1
Mouse	USB Calliope Mouse Black	1
WiFi	No WiFi	1
Media Card Reader	Integrated 9-in-1 Multimedia Card Reader	1
IEEE 1394	No 1394 Adapter Selected	1
Audio Card	Integrated Audio	1
SMA	No Chassis Intrusion Switch	1
Additional Ethernet	Integrated Ethernet	1
Rear I/O - eSATA	No Rear I/O Port Selected	1
Recovery Media	No Recovery Media	1
Internal USB	Internal USB 3.0 Port	1
Serial Port	No Serial Port Selected	1
Pub	Publication English	1
Line Cord	LineCord - US	1
Front I/O - 1394	No 1394	1
Front I/O - eSATA	No eSATA	1
Key Kit	No Key Kit	1
Thunderbolt I/O	No Thunderbolt Card	1
USB 3.1 Type C rear adapter	USB 3.1 Type C Rear Adapter High Profile	1
Warranty	3 Year On-site	1
McAfee	No McAfee SWAPP Selected	1
Norton	No Norton Internet Security	1
Microsoft Office	No Office Software Selected	1
Adobe	None	1
ITC Essential/Prem Asset Tag	Premier Support Asset Tag	1
HHHL-PCIE Storage	None	1
Thermal	THERMAL_KIT_140W_TW	1

Item Description	Customer Initials	Qty
OS DPK	W10 Pro OV4C DPK WW	1
GRAPHICCARD TYPE	225W Dual NVIDIA	1
Warranty Upgrades	WARRANTY 4Y Premier NBD	1

TERMS AND CONDITIONS

After 4/8/2019, prices and discounts are subject to change. Upon acceptance of this price quotation, the special price offering will be available between the start and end dates under the terms and conditions stated below.

Unless a separate agreement exists between Lenovo and Customer, all purchases are subject to the Lenovo Terms and Conditions displayed at the following internet address: <https://download.lenovo.com/lenovo/content/pdf/tnc/tc2.pdf>

Thank you for choosing Lenovo!

Division of Purchase and Property
This document does not support script

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

**M-0483
NASPO VALUEPOINT COMPUTER**

Vendor Information
Authorized Dealers
By Vendor
Email to JOSEPH WOODSIDE

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

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

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

NOAs By Number

NOAs By Title

Search NOAs

Index #:	M-0483
Contract #:	VARIOUS
Contract Period:	FROM: 10/01/15 TO: 03/31/20
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*

this contract, asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, and technical support services required for the effective operation of a product.

- o Contractor may provide limited professional services associated with the equipment and configuration of the equipment purchased.
- o Services purchased under this contract must be directly related to equipment purchased under this contract.
- Leasing and rental of equipment is not permitted under this contract for State agencies. Cooperative Purchasing Partners may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this contract and is between the Contractor and the respective Cooperative Purchasing Partner only.

1.4 CONTRACT NUMBERS AND TERM

The State contract numbers are specified below:

Vendor	NASPO ValuePoint Master Agreement #	NJ State Contract #
Ace Technology Partners, LLC	MNWNC-101	89964
Cisco Systems, Inc.	MNWNC-105	89966
Computer Technology Link Corp (CTL)	MNWNC-106	89971
Dell Marketing LP	MNWNC-108	89967
EMC Corporation	MNWNC-109	89968
Firefly Computers, LLC	MNWNC-110	89970
Fujitsu America Inc.	MNWNC-111	89972
Grace Global Inc.	MNWNC-112	89973
HP Inc.	MNNVP-133	89974
Hewlett Packard Enterprise	MNNVP-134	40116
Hitachi Data Systems Corporation	MNWNC-113	89975
Howard Industries Inc.	MNWNC-114	89976
IBM Corporation	MNWNC-116	40047
Lenovo	MNWNC-117	40121
Microsoft Corporation	MNWNC-119	40166
Netapp Inc.	MNWNC-121	89977
Nimble Storage Inc.	MNWNC-122	89978
Oracle America Inc.	MNWNC-123	42967
Panasonic Corporation of North America	MNWNC-124	89980
Pure Storage Inc.	MNWNC-125	89981
Tegile Systems Inc	MNWNC-127	41458
Tintri Inc.	MNWNC-128	40294
Transource Service Corp.	MNWNC-130	89982
Xiotech Corporation	MNWNC-132	89983

The contract term is October 1, 2015 through March 31, 2018.

1.5 OBTAINING QUOTES

Prior to placing orders, Using Agencies should review applicable Circular letters and ensure compliance.

Several Contractors have elected to use "authorized dealers" to service their contract. Products are ordered directly through the authorized dealer. The dealer is listed on the Vendor's Web Site along with the Product catalogs and the procedure for obtaining price quotes.

Vendor Name & Address:	LENOVO UNITED STATES INC 1009 THINK PLACE MORRISVILLE, NC 27560-9002
Contact Person:	MELISSA DUDASH
Contact Phone:	919-294-0609
Order Fax:	000-000-0000
Contract#:	40121
Expiration Date:	03/31/20
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:	MICROSOFT CORPORATION 5335 WISCONSIN AVE NW SUITE 600 WASHINGTON, DC 20015
Contact Person:	MARIA STINSON
Contact Phone:	425-538-2867
Order Fax:	000-000-0000
Contract#:	40166
Expiration Date:	03/31/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	NETAPP INC 1921 GALLOWS RD/STE 600 VIENNA, VA 22182-3995
Contact Person:	HARRY FRANKS
Contact Phone:	703-918-7317
Order Fax:	000-000-0000
Contract#:	89977

	PERIPHERALS FOR...] ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO				
--	--	--	--	--	--

Vendor: IBM CORPORATION **Contract Number:** 40047

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

Vendor: LENOVO UNITED STATES INC **Contract Number:** 40121

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-53-072691 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: DESKTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...]	1.000	EA	NET	N/A

	ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 204-53-088303 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: TABLETS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 204-91-072697 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SERVERS INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 206-89-072698 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE INCLUDING RELATED PERIPHERALS AND SERVICES. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: MICROSOFT CORPORATION		Contract Number: 40166			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 204-54-072692 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: LAPTOPS INCLUDING RELATED PERIPHERALS	1.000	EA	NET	N/A

**STATE OF NEW JERSEY
PARTICIPATING ADDENDUM STANDARD TERMS AND CONDITIONS**

Under

NASPO ValuePoint, formerly Western States Contracting Alliance ("WSCA")
Contract for Computer Equipment
Desktops, Laptops, Tablets, Servers, Storage and Ruggedized Devices
Including Related Peripherals and Services
[State of Minnesota Master Contract Number MNWNC-117]

This Participating Addendum is made as of October 1, 2015, or the last date of signature below, whichever is later (the "Effective Date"), by and between, LENOVO (UNITED STATES) INC., whose address is 1009 Think Place, Morrisville, NC 27560 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Participating State" or "State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers" (as defined below). For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director (the "Director") of the Division of Purchase and Property, Department of the Treasury (the "Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Minnesota and Contractor have entered into Master Agreement #MNWNC-117 (the "WSCA Master Agreement"), which may be found at the following URL:

<http://www.naspovaluepoint.org/#/contract-details/52/overview/general>, awarded in accordance with the State of Minnesota Request for Proposal for Computer Equipment; and

WHEREAS, the State of New Jersey participated in the publicly advertised, competitive bidding process with fifteen other states and evaluated the proposals; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor under the WSCA Master Agreement to provide computer equipment is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

Miscellaneous (Software Audits); Section 15.0 Miscellaneous (Ownership); Section 15.0 Miscellaneous (No Warranties); Section 15.0 Miscellaneous (Data Storage); Section 18.0 Primary Contacts.

5.0 Authorized Purchasers:

"Authorized Purchasers" under this Participating Addendum shall mean the State and the following:

1. State agencies.
2. Quasi-State Agencies - A "Quasi-State Agency" is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.
3. Political Subdivisions, Volunteer Fire Departments And First Aid Squads, And Independent Institutions Of Higher Education - Counties, municipalities and school districts as defined in N.J.S.A. 52:25-16.1., volunteer fire departments, volunteer first aid squads and rescue squads as defined in N.J.S.A. 52:25-16.2, independent institutions of higher education as defined in N.J.S.A. 52:25-16.5, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.
4. State Colleges -in accordance with N.J.S.A. 18A:64-60.
5. County Colleges - in accordance with N.J.S.A. 18A:64A- 25.9.

All participants other than the State and State agencies are responsible for the full cost of their purchases.

6.0 Modified WSCA Master Agreement Terms:

1. Section B28, Acceptance And Acceptance Testing, in the Master Agreement is deleted in its entirety and replaced with the following:

28. ACCEPTANCE AND ACCEPTANCE TESTING

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services

Contractors may also utilize Partners, as defined in the RFP, which do not receive purchase orders, submit invoices, or receive payment. If utilized by Contractor and approved by the State, Partners are subject to the same requirements as a subcontractor as described in this Participating Addendum.

8.0 Ordering and Compensation:

Pricing shall be in accordance with the terms set forth in the WSCA Master Agreement, as amended by this Participating Addendum.

The State of New Jersey Contract number and the WSCA Master Agreement number ("MNWNC-117, 40121") MUST be shown on all Purchase Orders issued against this Participating Addendum.

All orders and payments will be issued to either the Contractor or the Authorized Resellers selected by the State and shall be in accordance with the terms set forth in the WSCA Master Agreement, as amended by this Section 8.0 of this Participating Addendum.

In the event of a manufacturer's, Contractor's price decrease, the State shall receive the full benefit of such price reduction on any subsequent new orders during the period that the applicable price reduction is in effect. Contractor will notify the State of any price reduction by posting the revised pricing on its website. Failure to report price reductions may result in cancellation of this Participating Addendum for cause.

The State of New Jersey's obligation to make payment under the Agreement is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State of New Jersey for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency which is an Authorized Purchaser by the New Jersey State Legislature and made available through receipt of revenues. Notwithstanding the foregoing, the parties agree that performance under this contract is contingent upon the appropriation of funds.

Contractors or Authorized Resellers may be paid by the State through the Procurement card (p-card) at the time the original order is placed. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to the Contractor or the Authorized Resellers in three (3) days. The Contractor and the Authorized Reseller should take note that there will be a transaction processing fee for each p-card transaction. To participate, the Contractor or Authorized Reseller must be capable of accepting the applicable credit card.

Payments shall be made to the Authorized Resellers or Contractors pursuant to the provisions of the New Jersey Prompt Payment Act, N.J.S.A. 52:32-33 et seq. The Act requires state agencies to pay for goods and services within sixty (60) days of the state agency's receipt of a properly executed State Payment Voucher. Interest will be paid on delinquent accounts at a rate established by the New Jersey State Treasurer (the "State Treasurer"). Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

IN WITNESS WHEREOF, authorized representatives of Contractor and the State have executed this Participating Addendum to be effective on the Effective Date.

<p>State of New Jersey, Department of the Treasury, Division of Purchase and Property</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Jignasa Desai-McCleary</u></p> <p>Title: <u>Director</u></p> <p>Date: <u>11/4/15</u></p>	<p>CONTRACTOR Lenovo (United States), Inc.</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Robin Howdershelt</u></p> <p>Title: <u>Inside Sales Director, Public Sector</u></p> <p>Date: <u>10/20/15</u></p>
<p>Approved as to Form: John J. Hoffman Acting Attorney General of the State of New Jersey</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>John Dabaghyan</u></p> <p>Title: <u>Deputy Attorney General</u></p> <p>Date: <u>10-21-15</u></p>	



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

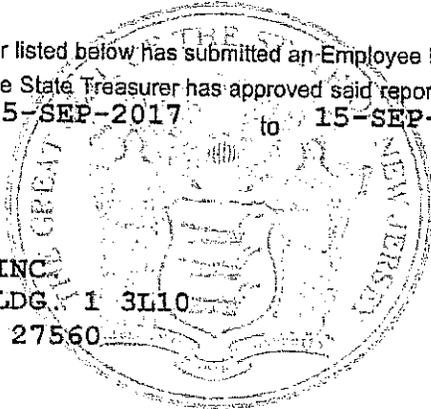
Taxpayer Name: LENOVO (UNITED STATES) INC.
Trade Name: LENOVO
Address: 1009 THINK PLACE
MORRISVILLE, NC 27560-9002
Certificate Number: 1140879
Effective Date: April 14, 2009
Date of Issuance: March 13, 2019

For Office Use Only:

20190313115314435

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-2017** to **15-SEP-2020**



LENOVO UNITED STATES INC
1009 THINK PLACE - BLDG. 1 3110
MORRISVILLE NC 27560



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER
State Treasurer

RECEIVED
MAR 1 2019
BY: JG PURCHASING

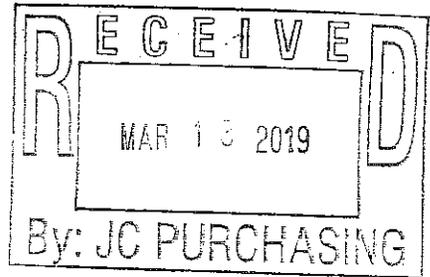


EXHIBIT A (Continuation)

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.

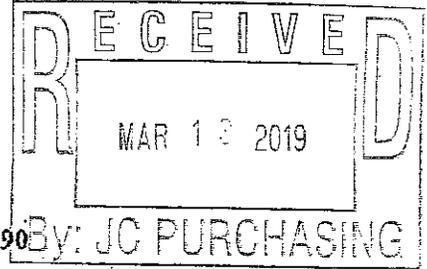
Representative's Name/Title (Print): Darren Estridge / US PS Senior Director

Representative's Signature: [Signature]

Name of Company: Lenovo (United States), Inc.

Tel. No.: 919-294-0689

Date: 2/26/19



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

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

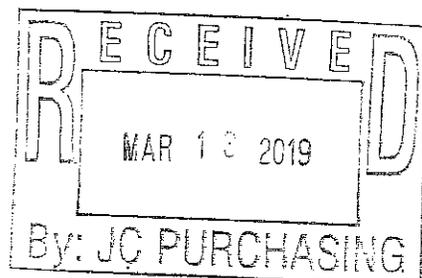
The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the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

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

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

Representative's Name/Title Printed: Darren Estridge / US PS Senior Director
Representative's Signature: [Signature]
Name of Company: Lenovo (United States), Inc.
Tel. No.: _____ Date: _____

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders



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

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

Business Name : Lenovo (United States), Inc.
Address : 1009 Think Place, Morrisville NC 27560
Telephone No. : 919-294-0609
Contact Name : Melissa Freeman

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

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

City Clerk File No. Res. 19-291

Agenda No. 10.z.10

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORP. FOR THE SUPPORT OF PROPRIETARY SPATIAL LOGIC SOFTWARE LICENSES 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 various properties located in Jersey City including an inventory of vacant buildings. The Spatial Data Logic Software enhances the building permit process as well as maintains records on housing code inspections. All data accumulated through this system is available to the Department of Housing and Economic Development and Commerce, the Department of Health and Human Services, the Department of Public Works and other City Departments/Divisions for permitting, licensing and maintaining a property record database for land parcels; 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 a City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Software House International Corp., 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of State contract A89851, and submitted a proposal in the amount of fifty five thousand dollars (\$55,000.00) for the support of proprietary spatial logic software licenses; and

WHEREAS, funds are available for this contract in the Operating Account:

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	132964	A89851	\$55,000.00

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

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

1. A contract is awarded to Software House International Corp. in the amount of \$55,000.00 for the support of proprietary spatial logic software licenses is authorized;
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12;
3. The term of the contract will be completed upon the delivery of goods and services; and
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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. 40A:5-1 et seq.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORP FOR THE SUPPORT OF PROPRIETARY SPATIAL LOGIC SOFTWARE LICENSES UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account:

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	132964	A89851	\$55,000.00

Approved by:

Peter Folgado
Peter Folgado, Director of Purchasing
RPPO, QPA

3/15/19
Date

PF/pv/RR
3/14/19

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL CORP. FOR THE SUPPORT OF PROPRIETARY SPATIAL LOGIC SOFTWARE LICENSES UNDER STATE CONTRACT FOR DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

Department/Division	ADMINISTRATION	INFORMATION TECHNOLOGY
Name/Title	BERNADETTE KUCHARCZUK	DIRECTOR
Phone/email	201-547-4313	BKucharczuk@cnj.org

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

Contract Purpose

Purchase of Spatial Data Logic (SDL) software licenses and support under NJ State Contract. This software will be used in HEDC, HHS, DPW and other City offices for permitting, licensing as well as maintaining a property record database for all City land parcels.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

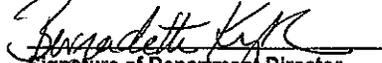
Total Cost \$ 55,000.00
Acct Number # 01-201-20-140-314
(Operating)

Type of award

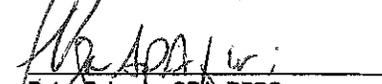
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

14 March 2019
Date


Peter Folgado, QPA, RPPO

3/15/19
Date



Pricing Proposal
Quotation #: 16516311
Created On: 1/14/2019
Valid Until: 2/28/2019

City of Jersey City

Inside Account Manager

Tolonda Griffin-Ross

394 Central Ave.
2ND Floor
Jersey City, NJ 07307
United States
Phone: (201) 547-4274
Fax:
Email: Tolonda@jcnj.org

Scott Moran

290 Davidson Ave
Somerset, NJ 08873
Phone: 800-527-6389 EXT 5071481
Fax:
Email: Scott_Moran2@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Large Town Enterprise License - up to 100 computer seats or named users, support, and portal for 1 year. Includes 100 training credits per year Spatial Data Logic - Part#: SL3003 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851 Coverage Term: 1/1/2019 – 12/31/2019	1	\$55,000.00	\$55,000.00
Total			\$55,000.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.



State of New Jersey
Department of the Treasury

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— Division of Purchase and Property —

SPECIAL NOTICE



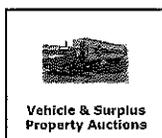
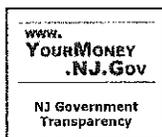
Aug-17-2015

Notice of Intent to Participate in Cooperative Contract - Software License & Related Services

Notice is hereby given that the State of New Jersey intends to enter into a publically advertised cooperative purchasing agreement for Software License & Related Services.

The State of New Jersey anticipates joining the Commonwealth of Massachusetts contract for Software Reseller (ITS58) in the September 2015 timeframe. The State of New Jersey expects to award contracts to:

Vendor
CDW Government LLC
Dell Marketing, L.P.
Insight Public Sector Inc.
PCMG Inc.
SHI International Corp

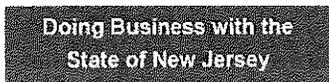


The ITS58 contract has a term of June 29, 2015 through June 30, 2020 with no option to renew.

Under N.J.S.A. 52:34-6.2, the State of New Jersey is authorized to join competitively bid and awarded cooperative purchasing agreements.

Note that the comment period ends with the close of business on August 31, 2015.

[Return to Previous Page](#)



Division of Purchase and Property
... does not support script

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

**M-0003
SOFTWARE LICENSE & RELATED SER**

Vendor Information
By Vendor
Email to ANTONIO GIAQUINTO

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

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: 09/01/15 TO: 06/30/20
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION

Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	PCMG INC 13577 SUNRISE VALLEY DR STE 750 HERNDON, VA 20171
Contact Person:	BILL ABRAMS
Contact Phone:	201-655-0251
Order Fax:	000-000-0000
Contract#:	89854
Expiration Date:	06/30/20
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:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873
Contact Person:	NICK GRAPPONE
Contact Phone:	732-564-8189
Order Fax:	000-000-0000
Contract#:	89851
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	YES
Women Business Enterprise:	YES
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
CONTRACT ITEMS/SERVICES BY VENDOR	
Vendor: CDW GOVERNMENT LLC	Contract Number: 89849

	MICROCOMPUTERS,...] ITEM DESCRIPTION: GENERAL SOFTWARE				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLTION (SAAS)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION	1.000	EA	NET	N/A
Vendor: SHI INTERNATIONAL CORP		Contract Number: 89851			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...]	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	ITEM DESCRIPTION: GENERAL SOFTWARE COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A

RULES & AUTHORITY
 Proposed Rules
 Reports
 Rule Comments
 Rule e-Notification
 Statutes and Rules



Hurricane Relief

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STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SHI INTERNATIONAL CORP.

Trade Name:

Address: 290 DAVIDSON AVENUE
SOMERSET, NJ 08873-3135

Certificate Number: 0078008

Effective Date: December 11, 1989

Date of Issuance: March 13, 2019

For Office Use Only:

20190313115238892

Certification 15505

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2017** to **15-FEB-2020**

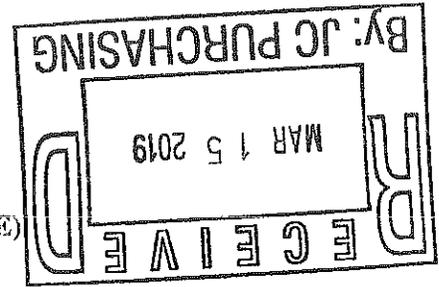
SHI INTERNATIONAL, CORP.
290 DAVIDSON AVE.
SOMERSET NJ 08873



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER
State Treasurer

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders



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

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

Business Name : SHI International Corp.
Address : 290 Davidson Ave., Somerset, NJ 08873
Telephone No. : 732-564-8130
Contact Name : John Minnella

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.

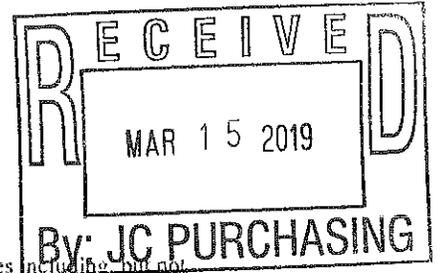


EXHIBIT A (Continuation)

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.

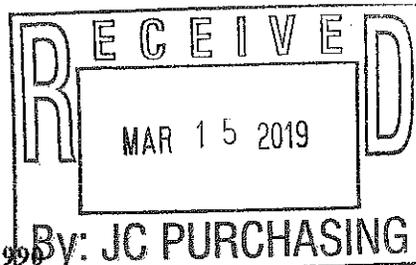
Representative's Name/Title (Print): John Oese Lead Contracts specialist

Representative's Signature: *John Oese*

Name of Company: SHZ International Corp

Tel. No.: 888-764-8888

Date: 03/15/2019



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

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

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

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

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

Representative's Name/Title (Print): John Oese Lead Contracts specialist
Representative's Signature: John Oese
Name of Company: SHI International Corp.
Tel. No.: 888-764-8888 Date: 03/15/2019

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

City Clerk File No. Res. 19-292

Agenda No. 10.z.11

Approved: MAR 27 2019

TITLE:



RESOLUTION RATIFYING THE AWARD OF CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF 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, Division of 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 \$40,000.00; and

WHEREAS, Verizon Wireless, P.O. Box 408, Newark, New Jersey 07107, is in possession of State contract A82583, and will provide wireless devices and services for a total contract amount of one hundred twenty thousand dollars (\$120,000.00); and

WHEREAS, funds are available for this contract in the Operating Account;

Acct #	P.O.	State Contract	Total Contract	Temp Enc
01-201-31-435-616	132903	A82583	\$120,000.00	\$30,000.00

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

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

1. A contract is awarded to Verizon Wireless in the amount of \$120,000.00 for wireless devices and services;
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12;
3. The term of the contract will be for a term of one year effective January 1, 2019 through December 31, 2019;
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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. 40A:5-1 et seq.; and
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. 10.z.11

Agenda No. MAR 27 2019

TITLE:

RESOLUTION RATIFYING THE AWARD OF CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the **Operating Account**:

Acct #	P.O.	State Contract	Total Contract	Temp Enc
01-201-31-435-616	132903	A82583	\$120,000.00	\$30,000.00

Approved by: Peter Folgado Date 3/14/19
 Peter Folgado, Director of Purchasing
 RPPQ, QPA

PF/pv/RR
 3/14/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
 3-15-19

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

 Rblando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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 RATIFYING THE AWARD OF CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Initiator

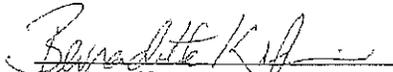
Department/Division	ADMINISTRATION	INFORMATION TECHNOLOGY
Name/Title	BERNADETTE KUCHARCZUK	DIRECTOR
Phone/email	201-547.4313	BKucharczuk@icnj.org

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

Resolution Purpose

Provision of cellular equipment and services to the City. Cell phones, broadband cards and tablets.

I certify that all the facts presented herein are accurate.


Signature of Department Director

11 March 2019
Date


Peter Folgado, Director of Purchasing
RPPQ, QPA

3/14/19
Date



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

MAURICE A. GRIFFIN
Acting Director

**AMENDMENT #04
T-216A
Extension #02**

SOLICITATION # 22315

TO: Office of Information Technology (OIT)
DATE: July 30, 2018
FROM: Joe Woodside
Procurement Bureau
SUBJECT: Wireless Devices & Services – Contract Extension

Original Contract Term: 9/1/2012 to 8/31/2017

First Extension Period: 9/1/2017 to 8/31/2018

This Extension Period: 9/1/2018 to 8/31/2019

Please be advised that the contract 82583 (Verizon Wireless), 82584 (AT&T Mobility), and 82585 (American Messaging) has been extended for a period of twelve (12) months commencing on September 1, 2018 and terminating on August 31, 2019.

The Vendors have agreed to extend as per the terms and conditions of the original proposal, addenda and amendmets. All other terms and conditions remain the same.

Please keep this amendment with the Notice of Award for future reference.

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

**T-216A
 WIRELESS DEVICES AND SERVICES**

Vendor Information
By Vendor
RFP Documents
Email to JOSEPH WOODSIDE

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
- [Amendment #1 - Vendor Information Change](#) Adobe PDF (12 kb)
- [Amendment #2 - Contract Extension #1 to 8/31/2018](#) Adobe PDF (101 kb)
- [Amendment #3 - Change in Scope](#) Adobe PDF (13 kb)
- [Amendment #4 - Contract Extension #2 to 8/31/2019](#) Adobe PDF (14 kb)

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[NOAs By Number](#)

[NOAs By Title](#)

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Index #:	T-216A
Contract #:	VARIOUS
Contract Period:	FROM: 09/01/12 TO: 08/31/19
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

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:	08/31/19
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
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: ALPHANUMERIC PAGER	1.000	LOT	NET	N/A
00008	COMM CODE: 725-45-058309 [RADIO COMMUNICATION, TELEPHONE, AND...] ITEM DESCRIPTION: TWO-WAY PAGING AS DEFINED IN SECTION 3.3-3.3.1.2 OF RFP SCHEDULE H. MODEL: TWO-WAY PAGEING	1.000	LOT	NET	N/A

Vendor: AT&T MOBILITY			Contract Number: 82584		
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
00002	COMM CODE: 915-75-054976 [COMMUNICATIONS AND MEDIA RELATED...]	1.000	LOT	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	ITEM DESCRIPTION: WIRELESS PRIORITY SERVICE (WPS) AS DEFINED IN SECTION 3.1.4 OF RFP SCHEDULE B				
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
	ITEM DESCRIPTION: WIRELESS PRIORITY SERVICE (WPS) AS DEFINED IN SECTION 3.1.4 OF RFP SCHEDULE B				
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
	ITEM DESCRIPTION: WIRELESS NETWORK INTERFACE MODEMS AS DEFINED IN SECTION 3.1.6 OF RFP SCHEDULE D.				
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
	ITEM DESCRIPTION: WIRELESS DATA NETWORK 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
	ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING SERVICE AS DEFINED IN SECTION 3.2-3.2.1 OF RFP SCHEDULE I				
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
	ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING: SERVER SOFTWARE, LICENSE AND UPGRADE AS DEFINED IN SECTION 3.2.2 OF RFP. SCHEDULE J.				
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
	ITEM DESCRIPTION: ADVANCED WIRELESS MESSAGING DEVICES AND SERVICES AS DEFINED SECTIONS 3.2 OF RFP SCHEDULE K.				
Vendor: VERIZON WIRELESS CELLCO PARTNERSHIP		Contract Number: 82583			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

		EST QUANTITY	UNIT	% DISCOUNT	
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	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
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		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
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

Downloadable RFP Documents
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[Download All Documents](#) ^

- [NJ Standard Terms and Conditions](#) Adobe PDF (93 kb)
- [RFP TEXT](#) Adobe PDF (731 kb)
- [Attachment # 1 - Schedules A-K and Pricing Configuration Schedules P1 - P9. Mandatory requirement for Bidders to provide 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 eO&A and Additional Bid Information](#) Adobe PDF (170 kb)
- [Addendum # 2 - Additional Bid Information](#) Adobe PDF (181 kb)

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New Jersey Division of Revenue

Revenue

NJBOS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0083759 FOR CELLCO PARTNERSHIP IS VALID.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CELLCO PARTNERSHIP
Trade Name: VERIZON WIRELESS
Address: 1050 CROWN POINT PK WY STE 1500
ATLANTA, GA 30338
Certificate Number: 0083759
Effective Date: July 14, 1995
Date of Issuance: March 29, 2017

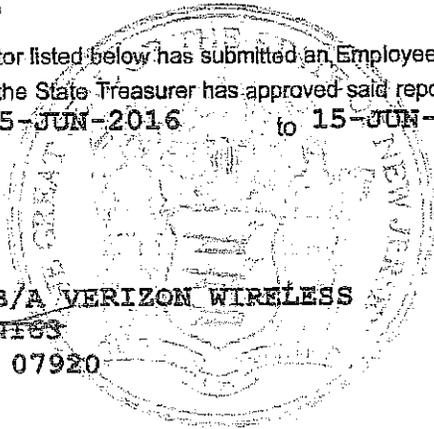
For Office Use Only:
20170329134830063

Certification 12072

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-JUN-2016** to **15-JUN-2019**

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
ONE VERIZON WAY, ~~VERIZON~~
BASKING RIDGE NJ 07920



Ford M. Scudder

FORD M. SCUDDER
Acting State Treasurer

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

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

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

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

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

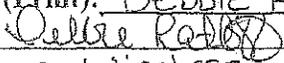
Representative's Name/Title (Print): Debbie Ratliff / Consultant - EEO/ER
Representative's Signature: 
Name of Company: Verizon Wireless
Tel. No.: 5019058565 Date: 12/19/18

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 AA-302 (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): Debbie Ratliff Consultant - EEO/ER

Representative's Signature: Debbie Ratliff

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Tel. No.: 501-905-8565

Date: 11/9/18

**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: Celco Partnership d/b/a Verizon Wireless

Address: One Verizon Way, Basking Ridge, NJ, 07920

Telephone No: 908-559-1807

Contact Name: Rehana Iqbal

Please check applicable category :

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

Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

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

City Clerk File No. Res. 19-293

Agenda No. 10.z.12.

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO FIREFIGHTER ONE LLC FOR SWIFT WATER RESCUE TRAINING FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Fire requires the services of a vendor that specializes in conducting swift water rescue training; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") informally solicited four quotes, including one from Firefighter Once LLC, 34 Wilson Drive, Sparta, New Jersey 07871 in the total amount of thirty eight thousand dollars (\$38,000.00); and

WHEREAS, the Purchasing Director believes the proposal of Firefighter Once LLC attached hereto, to be most advantageous, price and other factors considered; 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 et seq. (Pay-to-Play Law); and

WHEREAS, the Chief of the Division of Fire 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 the Contractor has not made any reportable contributions to the political 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 are available for this contract in the Grant and Trust Accounts;

Account	PO #	Total Contract
02-213-40-707-310	132941	\$32,337.70
17-289-56-000-002	132942	<u>\$ 5,662.30</u>
	Total	\$38,000.00

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

1. A contract is awarded to Firefighter Once LLC in the amount of \$38,000.00 to conduct swift water rescue training for the Division of Fire;
2. The term of the contract will be completed upon the delivery of the goods or services;

(Continue on page 2)

City Clerk File No. 10-z.12.

Agenda No. MAR 27 2019

TITLE: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO FIREFIGHTER ONE LLC FOR A SWIFT WATER RESCUE TRAINING FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

- 3. Upon certification by an official or employee of the City authorized to administer the contract, the services have been performed and that the requirements of the contract met, then payment to the Contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
- 4. The Mayor or Business Administrator is authorized to execute a contract on behalf of the City of Jersey City; and
- 5. 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, shall be placed on file with this resolution.

I Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	PO #	Total Contract
02-213-40-707-310	132941	\$32,337.70
17-289-56-000-002	132942	\$ 5,662.30
Total		\$38,000.00

Approved by: Peter Folgado Peter Folgado, Director of Purchasing, QPA, RPPO 3/14/19 Date

PF/pv/RR
3/14/19

APPROVED: _____ APPROVED AS TO LEGAL FORM RR 3-15-19

APPROVED: 16 Business Administrator _____ Corporation Counsel

Certification Required Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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. Rolando R. Lavarro, Jr., President of Council

Robert Byrne Robert Byrne, City Clerk

RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution 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 FIREFIGHTER ONE LLC FOR A SWIFT WATER RESCUE TRAINING FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Initiator

Department/Division	PUBLIC SAFETY	FIRE
Name/Title	Steven McGill	Chief of the Department of Fire
Phone/email	201-547-4262	simcgill@njicps.org

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

Resolution Purpose

This training is needed so special units can meet the growing hazard/threat on our waterfront. The increase in population has created a spike in water recreation activities and crafts. There is also a great life hazard at our waterfront do to commuting vessels (ferries), and tourism (helicopter tours, Statue Cruises). The Division of Fire has acquired water rescue equipment to meet these needs. We now need the appropriate training to go along with the new equipment.

I certify that all the facts presented herein are accurate.



Steven McGill, C.O.D.

3/14/19
Date



Peter Folgado, Director of Purchasing
RPPO, QPA

3/14/19
Date

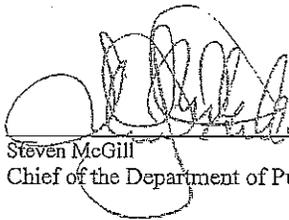
DETERMINATION OF VALUE CERTIFICATION

I, Steven McGill, of full age, hereby certify the following:

1. I am the Chief of the Department of Public Safety/Division of Fire.
2. The City needs this training so special units can meet the growing hazard/threat on our waterfront.
4. The administration's recommendation is to award a contract to Firefighter One LLC.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

3/14/19



Steven McGill
Chief of the Department of Public Safety/Division of Fire

**JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES
REQUISITION**

CHIEF'S OFFICE
JERSEY CITY FIRE DEPT
2019 FEB 25 P 2:27

FROM: DC Michael Monaghan February 25, 2019

Sir:

The following supplies /materials are herein requisitioned for the use of Jersey City Marine units.

QUANTITY	ARTICLE	FOR OFFICE USE
	2016 Port Security Grant Equipment - Swift Water Rescue Training See attached quotes	
QUOTE 1	Firefighter One \$38,000.00 Will train in town On Duty (No Overtime)	
QUOTE 2	ALL HANDS Fire Equipment & Training \$29,000.00 Out of town training site (Travel and Overtime as an Added Cost)	
QUOTE 3	3rd vendor used same sub-contractor as Quote 2 , same price/conditions	

Approved as essential:

Respectfully,

Signature Battalion Chief

Deputy Chief Michael Monaghan

2/25/19



FF1 Firefighter One

34 Wilson Drive Sparta New Jersey 07871
Phone (973) 940-3061 Fax: (973) 860-1388

QUOTE#1

QUOTE

SQ-00215800

Sales Rep: Todd Rudloff: Todd@ff1.com

Quote Date 08/01/2018

Expiry Date 08/31/2018

Customer: Jersey City Fire Department
Bill to:
Street: 465 Mar?n Boulevard
City: Jersey City
State: NJ
Zip Code: 07302
Acct. # JCFD07302

Delivery Address: 465 marin blvd
Delivery City: Jersey City
Delivery State: NJ
Delivery Zip Code: 07302
Delivery Method: Drop Shipment
Payment Term 30 days

Part	Description	Qty	Price	Total
TRAINING	TRAINING - DESCRIBED BELOW: Swift/Flood Water Rescue: Awareness 3 hours: Lecture Session Class Size: Unlimited Deliver (4) Sessions, (1) per platoon * Programs delivered in accordance with NFPA 1670 & 1006 Standards.	4.00	500.00	2,000.00
TRAINING	TRAINING - DESCRIBED BELOW: Swift/Flood Water Rescue: Operations 16 hours: Lecture & Practical Session Class Size: (12) Students per shift * Day 1 delivered (4) sessions, 1 per platoon Day 2 delivered (4) sessions, 1 per platoon *S&ST will provide the ropes, rigging and props. Host agency must provide students with their own PPE. *Advise if additional student equipment rental will be needed for additional cost per student. * Programs delivered in accordance with NFPA 1670 & 1006 Standards.	4.00	3,000.00	12,000.00
TRAINING	TRAINING - DESCRIBED BELOW: Swift/Flood Water Rescue: Technician 16 hours: Lecture & Practical Session Class Size: (12) Students per shift * Day 1 delivered (4) sessions, 1 per platoon Day 2 delivered (4) sessions, 1 per platoon *S&ST will provide the ropes, rigging and props. Host agency must provide students with their own PPE. *Advise if additional student equipment rental will be needed for additional cost per student. * Programs delivered in accordance with NFPA 1670 & 1006 Standards.	4.00	3,000.00	12,000.00
TRAINING	TRAINING - DESCRIBED BELOW: Emergency Rescue Boat Operations 16 hours: Lecture & Practical Sessions Class Size: (12) Students per shift Program will focus on the emergency boat operator position to support water rescue operations. Students will learn the full capabilities and emergency operations of their rescue boat. Practical based sessions will teach the student how to maximize the use of their boat in extreme situations. * Day 1 delivered (4) sessions, 1 per platoon Day 2 delivered (4) sessions, 1 per platoon *(2) Additional Inflatable Rescue Boats will be provided by S&ST for safety purposes and student use. *S&ST will provide the ropes, rigging and props. Host agency must provide students with their own PPE. *Advise if additional student equipment rental will be needed for additional cost per student. * Programs delivered in accordance with NFPA 1670 & 1006 Standards	4.00	3,000.00	12,000.00

Charge	Price

RETURN POLICY:

- Special Order or Custom Items are not returnable.
- All Returns are subject to a 20% restocking fee.
- No returns will be accepted without an RMA # issued by FF1.
- No Returns will be accepted after 60 days from date of purchase.
- Returning party responsible for shipping related charges.
- Returned merchandise must be in NEW and RESALABLE condition for credit to be applied.

Sub-Total	38,000.00
Charges	0.00
Tax Total	0.00
Total	38,000.00

Authorized Signature: _____



QUOTE # 2

ALL HANDS[®]

FIRE EQUIPMENT & TRAINING

Retail Store & Training Center:
7 Third Avenue • Neptune, NJ 07753

Phone (888) 681-1009
Fax (888) 681-0031

TRAINING PROPOSAL

Jersey City Fire Department
Attn.
Phone:
Email:

November 8, 2018

Please accept the attached proposal for Swift Water Rescue training.

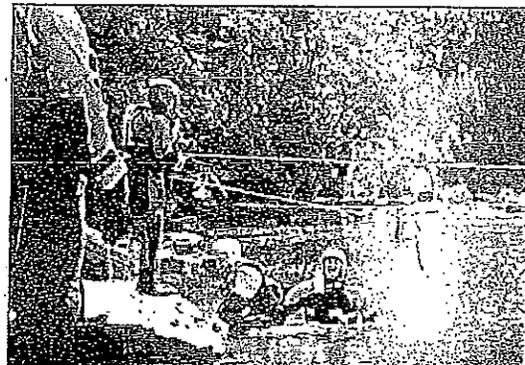
Awareness Level: Deliver (4) sessions for (4) platoons, (1) each day for (4) total days
No limit to class size. 3-hour classroom session with Powerpoint and Lecture.
Price per session: \$500.00 x 4 = Total: \$2,000.00

Operations Level: Deliver (4) 16-hour sessions for (4) platoons. (8) total days.
Day 1: Classroom, Pool, Water Rescue Skills, Equipment Review
Day 2: Hands-On training in Moving Water
12 students per session x 4. * 48 total students: \$9,300.00

Technician Level: Deliver (4) 16-hour sessions for (4) platoons. (8) total days.
Day 1: Classroom, Pool, Water Rescue Skills, Equipment Review
Day 2: Hands-On training in Moving Water
12 students per session x 4. * 48 total students: \$9,300.00

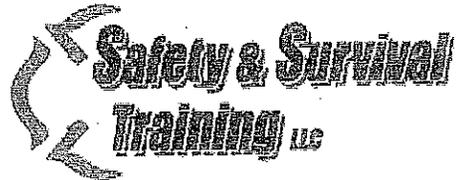
Emergency Boat: Deliver (4) 16-hour sessions for (4) platoons. (8) total days.
Day 1: Classroom, Pool, Water Rescue Skills, Equipment Review
Day 2: Hands-On training in Moving Water
12 students per session x 4. * 48 total students: \$9,300.00

TOTAL PRICE FOR PROJECT: \$29,900.00



www.AllHandsFire.com

Safety & Survival Training, LLC
 P.O. Box 132
 Barrington, NJ, 08007



www.safetyandsurvivaltraining.com

Jersey City Fire Department
 465 Marin Boulevard
 Jersey City, NJ 07302

ESTIMATE

Estimate # 0000500

Estimate Date 06/01/2018

Item	Description	Unit Price	Quantity	Amount
Service	Swift/Flood Water Rescue: Awareness 3 hours: Lecture Session Class Size: Unlimited. Deliver (4) Sessions, (1) per platoon * Programs delivered in accordance with NFPA 1670 & 1006 Standards.	500.00	4.00	2,000.00
Service	Swift/Flood Water Rescue: Operations 16 hours: Lecture & Practical Session Class Size: (12) Students per shift * Day 1 delivered (4) sessions, 1 per platoon Day 2 delivered (4) sessions, 1 per platoon *S&ST will provide the ropes, rigging and props. Host agency must provide students with their own PPE. *Advise if additional student equipment rental will be needed for additional cost per student. * Programs delivered in accordance with NFPA 1670 & 1006 Standards.	3000.00	4.00	12,000.00

RECEIVED
 NOV - 7 2018
 By: JC PURCHASING

Service Swift/Flood Water Rescue: Technician 3000.00 4.00 12,000.00
 16 hours: Lecture & Practical Session
 Class Size: (12) Students per shift

* Day 1 delivered (4) sessions, 1 per platoon
 Day 2 delivered (4) sessions, 1 per platoon

*S&ST will provide the ropes, rigging and props. Host agency must provide students with their own PPE.

*Advise if additional student equipment rental will be needed for additional cost per student.

* Programs delivered in accordance with NFPA 1670 & 1006 Standards.

Service Emergency Rescue Boat Operations 3000.00 4.00 12,000.00
 16 hours: Lecture & Practical Sessions
 Class Size: (12) Students per shift

Program will focus on the emergency boat operator position to support water rescue operations. Students will learn the full capabilities and emergency operations of their rescue boat. Practical based sessions will teach the student how to maximize the use of their boat in extreme situations.

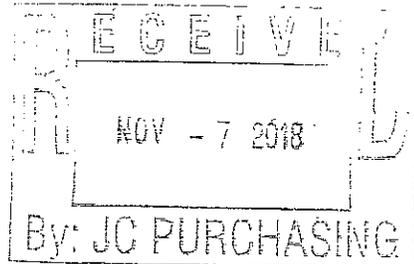
* Day 1 delivered (4) sessions, 1 per platoon
 Day 2 delivered (4) sessions, 1 per platoon

*(2) Additional Inflatable Rescue Boats will be provided by S&ST for safety purposes and student use.

*S&ST will provide the ropes, rigging and props. Host agency must provide students with their own PPE.

*Advise if additional student equipment rental will be needed for additional cost per student.

* Programs delivered in accordance with NFPA 1670 & 1006 Standards.



NOTES: Contact us at anytime with any questions and/or for class scheduling.

	Subtotal	38,000.00
	Total	38,000.00
	Amount Paid	0.00
	Estimate	\$38,000.00



ALL HANDS[®]

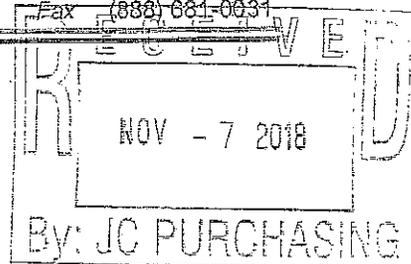
FIRE EQUIPMENT & TRAINING

Retail Store & Training Center:
7 Third Avenue • Neptune, NJ 07753.

Phone (888) 681-1009

Fax (888) 681-0031

TRAINING PROPOSAL



Jersey City Fire Department
Attn:
Phone:
Email:

August 30, 2018

Please accept the attached proposal for Swift Water Rescue training.

Awareness Level: Deliver (4) sessions for (4) platoons, (1) each day for (4) total days
No limit to class size. 3-hour classroom session with Powerpoint and Lecture.
Price per session: ~~\$500.00~~ x 4 = Total: ~~\$2,000.00~~

Operations Level: Deliver (4) 16-hour sessions for (4) platoons. (8) total days.
Day 1: Classroom, Pool, Water Rescue Skills, Equipment Review
Day 2: Hands-On training in Moving Water
12 students per session. Price per student: ~~\$275.00~~ x 12 = ~~\$3,300.00~~

Technician Level: Deliver (4) 16-hour sessions for (4) platoons. (8) total days.
Day 1: Classroom, Pool, Water Rescue Skills, Equipment Review
Day 2: Hands-On training in Moving Water
12 students per session. Price per student: ~~\$275.00~~ x 12 = ~~\$3,300.00~~

Emergency Boat: Deliver (4) 16-hour sessions for (4) platoons. (8) total days.
Day 1: Classroom, Pool, Water Rescue Skills, Equipment Review
Day 2: Hands-On training in Moving Water
12 students per session. Price per student: ~~\$275.00~~ x 12 = ~~\$3,300.00~~

TOTAL PRICE FOR PROJECT: \$11,900.00 *X4 = \$47,600.00*



**JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES**

REQUISITION

FROM: DC Michael Monaghan

October, 2018

Sir:

The following supplies /materials are herein requisitioned for the use of Jersey City Marine units.

QUANTITY	ARTICLE	FOR OFFICE USE
	2016 Port Security Grant Equipment - Swift Water Rescue Training See attached quote	
	Continental Fire Equipment	
	Continental does not provide this training they referred us to a vendor we have a quote from already.	

Approved as essential:

Respectfully,

Signature Battalion Chief

Deputy Chief Michael Monaghan

[Handwritten Signature] 10/30/18

RECEIVED
NOV - 7 2018
By: JC PURCHASING



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FIREFIGHTER ONE LIMITED LIABILITY COMPANY
Trade Name:
Address: 34 WILSON DRIVE
SPARTA, NJ 07871-3400
Certificate Number: 1150194
Effective Date: May 12, 2005
Date of Issuance: March 12, 2019

For Office Use Only:

20190312160457725

Certification 7618

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2017** to **15-JUL-2024**

FIREFIIGHTER ONE, LLC
34 WILSON DRIVE
SEARITA

NJ 07071



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER
State Treasurer

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/dtreasury/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): Jason Van Norman, Vice President

Representative's Signature: [Signature]

Name of Company: Firefighter One LLC

Tel. No. 973-940-3061

Date: 3/12/19

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

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

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

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

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

Representative's Name (Type Print): Jason Van Norman, Vice President

Representative's Signature: _____

Name of Company: Firefighter One LLC

Fel No.: 973-940-3061

Date: 3/12/19

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).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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
Jonathon Van Norman (100%)	220 13th Ave, Belmar, NJ 07719

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: Firefighter One LLC

Signature of Affiant: [Signature] Title: Vice President
 Printed Name of Affiant: Jason Van Norman Date: 3/12/19

Subscribed and sworn before me this 12th day of March, 2019.

My Commission expires: MELISSA M. ALDERTON
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 12/15/2019

(Witnessed or attested by)

(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 Firefighter One LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 03/12/2019 (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 Firefighter One 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: Firefighter One LLC

Signed [Signature] Title: Vice President

Print Name Jason Van Norman Date: 3/12/19

Subscribed and sworn before me
this 10th day of March, 2019.
My Commission expires:

[Signature]

(Affiant)
Jason Van Norman, Vice President

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

[Signature]
MELISSA M. ALDERTON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/15/2018

**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. 19-294

Agenda No. 10.z.13.

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO FIRST PRIORITY EMERGENCY VEHICLES INC. FOR THE PURCHASE AND DELIVERY OF ONE 2019 CHEVROLET COLORADO TRUCK AND FOUR 2019 CHEVROLET EQUINOX SPORT UTILITY VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

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, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Sourcewell Purchasing Cooperative formerly known as the National Joint Powers Alliance (NJPA) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14.538 approved on August 20, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System, (now known as Sourcewell Purchasing Cooperative); and

WHEREAS, the Department of Public Safety, Division of Fire wishes to purchase one 2019 Chevrolet Colorado truck and four 2019 Chevrolet Equinox sport utility vehicles from First Priority Emergency Vehicles Inc., 2444 Ridgeway Boulevard, Building 500, Manchester, New Jersey 08759 who is in possession of Sourcewell contract number AM10-18; and

WHEREAS, funds are available for this contract in the **Trust Account**:

Acct #	P.O. #	Total Contract
17-293-56-000-032	133029	

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

WHEREAS, these funds are available for this expenditure in accordance with the 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:

1. A contract is awarded to First Priority Emergency Vehicles Inc. in the amount of \$157,443.17 for the purchase one 2019 Chevrolet Colorado truck and four 2019 Chevrolet Equinox sport utility vehicles is authorized;
2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2;
3. The term of the contract will be completed upon the delivery of the goods or services; and

(Continued on page 2)

City Clerk File No. 10.z.13.

Agenda No. MAR 27 2019

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO FIRST PRIORITY EMERGENCY VEHICLES INC. FOR THE PURCHASE AND DELIVERY OF ONE 2019 CHEVROLET COLORADO TRUCK AND FOUR 2019 CHEVROLET EQUINOX SPORT UTILITY VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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. 40A:5-1 et seq.

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct #	P.O. #	Total Contract
17-293-56-000-032	133029	\$157,443.17

Approved: P. Vol. APA / or: 3/19/19
 Peter Volgado, Director of Purchasing, Date
 QPA, RPPO

PF/pv/RR
 3/14/19

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature] R.R.
3-19-19
 Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature] [Signature]
 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 AN AWARD OF A CONTRACT TO FIRST PRIORITY EMERGENCY VEHICLES INC. FOR THE PURCHASE AND DELIVERY OF ONE 2019 CHEVROLET COLORADO TURCK AND FOUR 2019 CHEVROLET EQUINOX SPORT UTILITY VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

Initiator

Department/Division	Public Safety	Division of Fire
Name/Title	Steven McGill	Chief of the Department/Division of Fire
Phone/email	(201) 547-4262	sjmcgill@jcnj.org

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

Contract Purpose

The Chevrolet Colorado is to be used as a daily Battalion Chief apparatus for response for fire suppression incidents. This type of vehicle meets the new standard for Health & Safety in relation to keeping protective gear out of the passenger area of command vehicles. This vehicle will also aid in Fire Prevention incidents upon request of the Fire Official.

The Chevrolet Equinox vehicles are to be used by the Fire Prevention Bureau for daily inspections throughout the City by the Fire Official and Fire Inspectors.

Cost (Identify all sources and amounts)

Total cost \$ 157,443.17
Acct Number # 17 293 56 000 032
Reserve for Penalties

Contract term (include all proposed renewals)

Type of award

Co- op

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate

Signature of C.O.D.

Date

Peter Folgado, QPA, RPPO

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel
 Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 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.

[Signature]
 Orlando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

Coltado

Manufacturer:
First Priority

Category:
General Purpose, Emergency & Autonomous Vehicles

Contract ID:
AM10-18

Contract Description:
Ambulances, EMS, and Other Special Service Vehicles

Code:
AM18SC06

Keyword:
Pickup Responder

\$67,849.00

Price Unit :

View More Products From This Contract

Vendor Contact(s)



First Priority Emergency Vehicles, Inc.

New Jersey

Vivian Montalvo

(P): 973-347-4321 (tel:973-347-4321)

(F):

Email: vmontalvo@1fpg.com (mailto:vmontalvo@1fpg.com)

First Priority Emergency Vehicles, Inc.

New Jersey

Skip Stinger

(P): 609-516-4796 (tel:609-516-4796)

(F): 732-657-7955

Email: skip.stinger@verizon.net (mailto:skip.stinger@verizon.net)

Colorado

HGACBuy Contacts



Loleta Chappel

(P): 713-993-2486 (tel:713-993-2486)

(F): 713-993-4548

Email: loleta.chappel@h-gac.com (mailto:loleta.chappel@h-gac.com)

Select another product to compare

Search by Contract Number, Product Description, or Product Keyword



Manufacturer:
First Priority

Equinox

Category:
General Purpose, Emergency & Autonomous Vehicles

Contract ID:
AM10-18

Contract Description:
Ambulances, EMS, and Other Special Service Vehicles

Code:
AM18SC03

Keyword:
SUV, Patrol, Un-Marked

\$47,555.00

Price Unit :

View More Products From This Contract

Vendor Contact(s)



First Priority Emergency Vehicles, Inc.

New Jersey

Vivian Montalvo

(P): 973-347-4321 (tel:973-347-4321)

(F):

Email: vmontalvo@1fpg.com (mailto:vmontalvo@1fpg.com)

First Priority Emergency Vehicles, Inc.

New Jersey

Skip Stinger

(P): 609-516-4796 (tel:609-516-4796)

(F): 732-657-7955

Email: skip.stinger@verizon.net (mailto:skip.stinger@verizon.net)

Equinox

HGACBuy Contacts



Loleta Chappel

(P): 713-993-2486 (tel:713-993-2486)

(F): 713-993-4548

Email: loleta.chappel@h-gac.com (mailto:loleta.chappel@h-gac.com)

Select another product to compare

AM10-18



ALS Responder Conversion only; lighting, console, rear cabinet

Equinox

Manufacturer:

PL Custom Emergency Vehicles

Category:

General Purpose, Emergency & Autonomous Vehicles

Contract ID:

AM10-18

Contract Description:

Ambulances, EMS, and Other Special Service Vehicles

\$28,004.00

Price Unit :

Full details [↔](#)



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0102638 FOR FIRST PRIORITY EMERGENCY VEHICLES, INC. IS
VALID.

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

Certification 34111

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 15-09X-2017 to 15-09X-2020

FIRST PRIORITY EMERGENCY VEHICLES, INC
2444 RIDGEWAY BLVD., BLDG. 500
MANCHESTER NJ 08759



Ford M. Scudder
FORD M. SCUDDER
State Treasurer



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0282

TAXPAYER NAME: **FIRST PRIORITY EMERGENCY VEHICLES, INC.** TRADE NAME:

ADDRESS: **2444 RIDGEWAY BLVD BLDG 500
MANCHESTER NJ 02759-5703** SEQUENCE NUMBER: **0192639**

EFFECTIVE DATE: **06/22/98** ISSUANCE DATE: **07/14/08**

James J. [Signature]
Director
New Jersey Division of Revenue

FORM 880

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, NJ 08646

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 made.

FIRST PRIORITY EMERGENCY VEHIC
2444 RIDGEWAY BLVD BLDG 500
MANCHESTER NJ 02759-5703

Registration No.: **XXX-XXX-9137000**
Tax Effective Date: **05-05-98**
Document Locator No.: **80000752764**
Date Issued: **07-14-08**

Margaret Adams
Director, Division of Taxation

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

**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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
Alex N. Cherepakhov	9 Oak Lane, Mountain Lakes, NJ 07046

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: First Priority Emergency Vehicles, Inc.

X Signature of Affiant: [Signature] Title: CEO & President
 Printed Name of Affiant: Alex N. Cherepakhov Date: February 28, 2019

X Subscribed and sworn before me this 28 day of February 2019
 My Commission expires: 9/24/23
[Signature]
 (Witnessed or attested by)
 (Seal)

**DONNA A. FRIMBERGER
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50090578
My Commission Expires 9/24/2023**



**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 First Priority Emergency Vehicles, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding February 28, 2019 (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 First Priority Emergency Vehicles, 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: First Priority Emergency Vehicles, Inc.

X Signed: [Signature] Title: CEO & President

Print Name: Alex N. Cherepakhov Date: February 28, 2019

X Subscribed and sworn before me
this 28 day of Feb, 2019
My Commission expires:

[Signature]
(Affiant)
Diana A. Frimberger
(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.



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): Alex N. Cherepakhov, CEO & President

Representative's Signature: 

Name of Company: First Priority Emergency Vehicles, Inc.

Tel. No.: 973-347-4321

Date: February 28, 2019

X

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

9 Oak Lane, Mountain Lakes, NJ 07046

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

X Representative's Name (Title Print): Alex N. Cherepakhov
Representative's Signature: [Signature]
Name of Company: First Priority Emergency Vehicles, Inc.
Tel. No.: 973-347-4321 Date: February 28, 2019

**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: First Priority Emergency Vehicles, Inc.

Address: 2444 Ridgeway Blvd., #500

Telephone No.: 973- 347-4321

Contact Name: Vivian Montalvo

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.

DEVISION OF PURCHASING COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : First Priority Emergency Vehicles, Inc.
Address : 2444 Ridgeway Blvd., #500
Telephone No. : 973-347-1321
Contact Name : Vivian Montalvo

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

First Priority Emergency Vehicles, Inc.

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

City Clerk File No. Res. 19-295

Agenda No. 10.z.14

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO FIRST PRIORITY EMERGENCY VEHICLES INC. FOR THE PURCHASE AND DELIVERY OF A 2019 CHEVY SILVERADO TRUCK FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

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, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Sourcewell Purchasing Cooperative formerly known as the National Joint Powers Alliance (NJPA) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14.538, approved on August 20, 2014, authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System, now known as Sourcewell Purchasing Cooperative; and

WHEREAS, the Department of Public Safety, Division of Fire wishes to purchase a 2019 Chevrolet Silverado truck from First Priority Emergency Vehicles Inc., 2444 Ridgeway Boulevard, Building 500, Manchester, New Jersey 08759, who is in possession of Sourcewell contract number AM10-18; and

WHEREAS, funds are available for this contract in the Trust Account:

Acct #	P.O. #	Total Contract
17-293-56-000-031	132943	\$58,230.00

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

WHEREAS, these funds are available for this expenditure in accordance with the 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:

1. A contract is awarded to First Priority Emergency Vehicles Inc. in the amount of \$58,230.00 for the purchase a 2019 Chevrolet Silverado truck;
2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2;
3. The term of the contract will be completed upon the delivery of the goods or services; and

(Continued on page 2)

City Clerk File No. 10.z.14

Agenda No. _____

TITLE: _____

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO FIRST PRIORITY EMERGENCY VEHICLES INC. FOR THE PURCHASE AND DELIVERY OF A 2019 CHEVY SILVERADO TRUCK FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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. 40A:5-1 et seq.

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct # 17-293-56-000-031 P.O. # 132943 Total Contract \$58,230:00

Approved: Peter Folgado Peter Folgado, Director of Purchasing, QPA, RPPO Date 3/14/19

PF/pv/RR
3/14/19

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

R.R.
3-15-19

132943

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 A CONTRACT TO FIRST PRIORITY EMERGENCY VEHICLES INC. FOR THE PURCHASE AND DELIVERY OF A 2019 CHEVY SILVERADO TRUCK FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE THROUGH THE SOURCEWELL PURCHASING COOPERATIVE

Project Manager

Department/Division	Public Safety	Division of Fire
Name/Title	Steven McGill	Chief of the Department/Division of Fire
Phone/email	201-547-4262	sjmcgill@njcps.org

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

Contract Purpose

The Chevrolet Silverado is to be used as a daily Deputy apparatus for response for fire suppression incidents. This type of vehicle meets the new standard for Health & Safety in relation to keeping protective gear out of the passenger area of command vehicles. This vehicle will also aid in Fire Prevention incidents upon request of the Fire Official.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

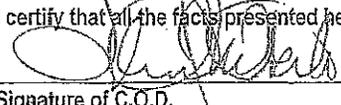
Total Cost \$ 58,230.00
Acct Number # 17 293 56 000 031
Reserve for Penalties

Type of award

If "Other Exception", enter type

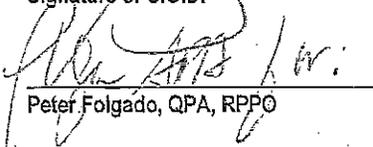
Additional Information

I certify that all the facts presented herein are accurate.



Signature of C.O.D.

3/14/19
Date


Peter Folgado, QPA, RPPQ

3/14/19
Date

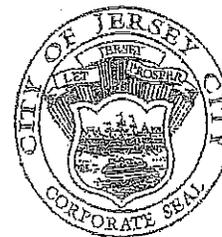
Resolution of the City of Jersey City, N.J.

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: *Jerome Palmieri*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 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.

[Signature]
 Reliando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

Steven J. McGill
Chief of Department
Jersey City Department of Public Safety - Division of Fire
465 Marin Blvd.
Jersey City, N.J. 07302
Office: (201) 547-4247
Work Cell: (201) 401-8301
Servare cum Virtute, Fortitudine, Facilitate et Devotione

*** CONFIDENTIAL ***

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On Jan 28, 2019, at 9:56 AM, Steven J. McGill <SJMcGill@njcps.org> wrote:

Director,

Attached are four quotes for new Fire Department vehicles. The vehicles will be **purchased with funds from a Fire Prevention account** which means there is no cost to the city.

The vehicles are:

- (1) 2019 Chevrolet Silverado pickup truck
Total cost \$56,257.22 (vehicle 37,999 + equipment 18,258.22)
 - Replacing a Ford Explorer
 - Used by Deputy Chief-Tour Commander and Tech
 - Responds to all fires and large emergency incidents
 - The ford explorer is too small and not rugged enough
 - Historically the DC Tour Commander was assigned a larger vehicle. However, we choose to test out a smaller, cheaper vehicle which has proved to be inadequate
 - The ford explorer does not provide recommended compartment separation between responders and their off gassing turn out gear and equipment
 - All equipment (marking, lights, sirens, slide outs, etc.) to be installed by First Priority Group
 - Equipped with 4.3L EcoTec V6, most fuel efficient engine offered

- **(1) 2019 Chevrolet Colorado midsize pickup truck** **Total cost \$49,305.53** (vehicle 31,300 + equipment 18,005.53)
 - Replacing a Ford Explorer
 - Used by a line Battalion Chief
 - Responds to all fire and emergency incidents in its battalion
 - The ford explorer is too small and not rugged enough
 - The ford explorer does not provide recommended compartment separation between responders and their off gassing turn out gear and equipment
 - All equipment (marking, lights, sirens, slide outs, etc.) to be installed by First Priority Group
 - We will test this vehicle to see how well it performs as per our requirements
 - Equipped with a 3.6L V6, most fuel efficient engine offered

- **(1) 2019 Chevrolet Equinox (small SUV)** **Total cost \$28,077.64** (vehicle 23,800 + equipment 4,277.64)
 - Replacing a Ford Explorer
 - Used by the Fire Official
 - Responds to fire and emergency incidents at the requests of the incident commander
 - Travels to fire inspection locations as needed
 - All equipment (marking, lights, sirens, slide outs, etc.) to be installed by First Priority Group
 - Equipped with a 1.5L turbo 4 cylinder
 - Most fuel efficient vehicle we could find which fits Fire Prevention daily needs

- **(3) 2019 Chevrolet Equinox (small SUV)** **Total cost \$28,077.64 x 3**
(vehicle 23,800 + equipment 1,562.5) = \$76,087.50
 - Additional Fire Prevention vehicles needed for additional inspectors
 - Used by Fire Inspectors
 - Travel to fire inspection locations to conduct inspections
 - Graphics only
 - No emergency lighting
 - Equipped with a 1.5L turbo 4 cylinder
 - Most fuel efficient vehicle we could find which fits Fire Prevention daily needs

NOTE: We researched both electric and hybrid vehicles but could not identify any that fit our Departments requirements. So we are going with the most fuel efficient vehicles we can use.

The vehicle and equipment pricing has been reviewed and approved by Automotive Director Martin Valenti.

I also discussed this with Brain Platt and he was happy to here we were using Fire Prevention funds.

If you approve this I will forward it to get formal approval from everyone else required.

Thank you.

Steven J. McGill
Chief of Department
Jersey City Department of Public Safety - Division of Fire
465 Marin Blvd.
Jersey City, N.J. 07302
Office: (201) 547-4247
Work Cell: (201) 401-8301
Servare cum Virtute, Fortitudine, Facilitate et Devotione

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New Jersey Division of Revenue

Revenue **NEWS**

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0102638 FOR FIRST PRIORITY EMERGENCY VEHICLES, INC. IS
VALID.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 352
TRENTON, NJ 08646-0252

TAXPAYER NAME: **FIRST PRIORITY EMERGENCY VEHICLES, INC.** TRADE NAME:

ADDRESS: **2444 RIDGEWAY BLVD BLDG 500
MANCHESTER NJ 08759-5703** SEQUENCE NUMBER: **0102638**

EFFECTIVE DATE: **06/22/98** ISSUANCE DATE: **07/14/08**

James J. G.
Director
New Jersey Division of Revenue

FORM BRC

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, NJ 08646

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.

FIRST PRIORITY EMERGENCY VEHIC
2444 RIDGEWAY BLVD BLDG 500
MANCHESTER NJ 08759-5703

Tax Registration No.: **XXX-XXX-91370007**
Tax Effective Date: **05-05-98**
Document Locator No.: **80000752764**
Date Issued: **07-14-08**

Maurice Adams
Director, Division of Taxation

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

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification: 341111

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 15-000N-2017 to 15-000N-2020.

FIRST PRIORITY EMERGENCY VEHICLES, INC.
2444 RIDGEWAY BLVD., BLDG. 500
MANCHESTER, NJ 08759



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

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

Part I – Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
Alex N. Cherepakhov	9 Oak Lane, Mountain Lakes, NJ 07046

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: First Priority Emergency Vehicles, Inc.

X Signature of Affiant: [Signature] Title: CEO & President

Printed Name of Affiant: Alex N. Cherepakhov Date: February 28, 2019

X Subscribed and sworn before me this 31st day of February, 2019

My Commission expires: 9/24/23

[Signature]
 (Witnessed or attested by)

 (Seal)

DONNA A. FRIMBERGER
 NOTARY PUBLIC OF NEW JERSEY
 Comm. # 50090578
 My Commission Expires 9/24/2023

**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 First Priority Emergency Vehicles, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding February 28, 2019 (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 First Priority Emergency Vehicles, 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: First Priority Emergency Vehicles, Inc.

X Signed: [Signature] Title: CEO & President

Print Name: Alex N. Cherepakhov Date: February 28, 2019

X Subscribed and sworn before me
this 28 day of Feb, 2019.
My Commission expires:

[Signature]
(Affiant)
Donna A. Fumberger
(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.

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): Alex N. Cherepakhov, CEO & President

Representative's Signature: _____

Name of Company: First Priority Emergency Vehicles, Inc.

Tel. No.: 973-347-4321

Date: February 28, 2019

X

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

9 Oak Lane, Mountain Lakes, NJ 07046

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

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

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

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

X Representative's Name/Title Print: Alex N. Cherepakhov

Representative's Signature: [Signature]

Name of Company: First Priority Emergency Vehicles, Inc.

Tel No.: 973-347-4321

Date: February 28, 2019

**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 : First Priority Emergency Vehicles, Inc.
Address : 2444 Ridgeway Blvd., #500
Telephone No. : 973-347-4321
Contact Name : Vivian Montalvo

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

First Priority Emergency Vehicles, Inc.

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

City Clerk File No. Res. 19-296

Agenda No. 10.z.15

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SAFEWARE, INC. FOR THE CLEANING, DECONTAMINATION, INSPECTION, AND REPAIR OF ALL FIREFIGHTING PROTECTIVE GEAR AND ACCESSORIES THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the U.S. Communities Government Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the cleaning, inspection, and decontamination to all firefighting protective gear and accessories are necessary to keep fire gear functional, non-hazardous, and in compliance with Public Employees Occupational Safety and Health Program (PEOSH), and National Fire Protection Association (NFPA) standards; and

WHEREAS, Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the U.S. Communities Government Purchasing Alliance; and

WHEREAS, the Department of Public Safety, Division of Fire wishes to purchase cleaning, decontamination, inspection, and repair services from Safeware Inc., 4403 Forbes Boulevard, Lanham, Maryland 20706 who is in possession of contract number 4400001839; and

WHEREAS, the total amount of the contract is \$125,000.00; and

WHEREAS, this contract is awarded for a period of one year commencing March 28, 2019 with the option to renew for two (2) additional one (1) year periods; and

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

WHEREAS, these funds are available for this expenditure in accordance with the 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:

1. A contract in the amount of \$125,000.00 is awarded to Safeware, Inc. for cleaning, decontamination, inspection, and repair services of fire fighting gear and accessories;
2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2;
3. The term of the contract shall be for one year effective March 28, 2019 through March 27, 2020 with the option to renew for two (2) additional one (1) year periods;

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO SAFEWARE, INC. FOR THE CLEANING, DECONTAMINATION, INSPECTION, AND REPAIR OF ALL FIREFIGHTING PROTECTIVE GEAR AND ACCESSORIES THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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. 40A:5-1 et seq; and
5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

Elizabeth Castillo Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Trust Account	PO #	Total Contract	Temp Encumbrance
01-201-25-265-314	132850	\$125,000.00	\$4,300.00

Approved:

Peter Folgado
Peter Folgado, Director of Purchasing,
QPA, RPFO

March 14, 2019
Date

PF/pv
2/10/19

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 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution 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 A CONTRACT TO SAFEWARE, INC. FOR THE CLEANING, DECONTAMINATION, INSPECTION, AND REPAIR OF ALL FIREFIGHTING PROTECTIVE GEAR AND ACCESSORIES THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Initiator

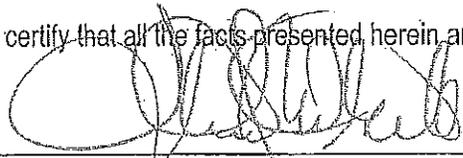
Department/Division	Public Safety	Division of Fire
Name/Title	Steven McGill	Chief of Department of Public Safety/Fire
Phone/email	201-547-4262	sjmcgill@njcps.org

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

Resolution Purpose

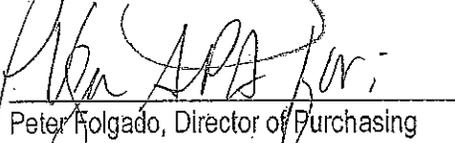
In order to ensure the safety of all firefighting personnel, there exists a need to have all firefighting gear cleaned, decontaminated, inspected and repaired in order to maintain the gear's usefulness and to comply with NFPA standards.

I certify that all the facts presented herein are accurate.



Signature of Chief of the Department of Public Safety/Fire

2/21/19
Date



Peter Folgado, Director of Purchasing
RPRO, QPA

3/5/19
Date

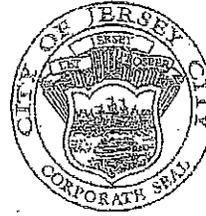
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.626

Agenda No. 10.I

Approved: SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE 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, U.S. Communities Government Purchasing Alliance is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the U.S. Communities Government Purchasing Alliance 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 U.S. Communities Government Purchasing Alliance to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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

1. The Purchasing Agent is authorized to complete an on-line registration form that will allow the City to participate in the U.S. Communities Government Purchasing Alliance; and
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 provisions of the revised statutes of the State of New Jersey.

APPROVED: [Signature] 9/15/14

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											9.23.14
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
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.

[Signature]
Rolaño R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

*U.S. Communities
22-6002013*



Minerva Bunker Gear Cleaners
780 East 134 Street
Bronx, New York 10454

t. 718.728.7400 / f. 718.728.7408 / www.bunkergearcleaners.com

February 4, 2019

Darryl O. Halterman
Vice President, Business Development
Safeware Inc – US Communities

Dear Mr. Halterman,

This is a confirmation letter that Safeware Inc. is authorized to resell our services of
Cleaning, Inspecting and Repairing PPE for City of Jersey City Fire Department.

Please feel free to contact us with any questions you may have.

Sincerely

Joseph Xiras
President/CEO
Minerva Bunker Gear Cleaners

cc File Safeware Inc



U.S. Communities Contract: 4400008468

4403 Forbes Blvd
Lanham, MD 20706
www.safewareinc.com

Name:	Jersey City NJ
	Division of Purchasing
Attn:	Patricia M. Vega
Phone:	
Fax:	
Email:	vegap@icnj.org
Cust ID:	

Date:	01/29/19
Expiration Date:	12/31/19
Prepared By:	Darryl O. Halterman
Phone:	215-354-1401 x1
Fax:	
Email:	dhalterman@safewareinc.com
Sales Rep:	
Customer RFQ:	

Freight Terms: **FOB Delivered per contract**

Payment Terms: **Net 30**

Qty	Part Number	Size	Description	U/M	Lead Time	Unit Price	Extended Price
			CLEANING and REPAIR of Bunker Gear through Minerva				
1	JC1-00		Advanced Cleaning & Inspection/Pant	EA	TBD	\$37.50	\$37.50
1	JC1-00A		Complete Liner Inspection/Pant	EA	TBD	\$0.00	\$0.00
1	JC1-00A0		Modified Liner Inspection/Pant	EA	TBD	\$0.00	\$0.00
1	JC1-00A1		Routine Cleaning including Liner System	EA	TBD	\$29.55	\$29.55
1	JC1-00B-1		Hazmat Tar, Oil, Grease	EA	TBD	\$17.05	\$17.05
1	JC1-00B-2		Hazmat Biological Disinfection	EA	TBD	\$17.05	\$17.05
1	JC1-00B-4		Extreme Clean	EA	TBD	\$11.93	\$11.93
1	JC1-02		Barcode Pant	EA	TBD	\$3.41	\$3.41
1	JC1-03		Small Patch OS/Pant(1)	EA	TBD	\$14.77	\$14.77
1	JC1-03A		Medium Patch OS/Pant(1)	EA	TBD	\$22.16	\$22.16
1	JC1-03B		Large Patch OS/Pant(1)	EA	TBD	\$30.97	\$30.97
1	JC1-04		Restitch Seam/Pant(1)	EA	TBD	\$5.51	\$5.51
1	JC1-05		Replace Leg Trim(1)	EA	TBD	\$38.64	\$38.64
1	JC1-05A		Replace Bunker Trim Up To 4"	EA	TBD	\$15.91	\$15.91
1	JC1-05B		Replace Bunker Trim Up To 8"	EA	TBD	\$20.74	\$20.74
1	JC1-05C		Replace Bunker Trim Up To 12"	EA	TBD	\$23.30	\$23.30
1	JC1-05F		Replace Leg Trim(1) (Trimtrax)	EA	TBD	\$39.77	\$39.77
1	JC1-05G		Replace Leg Trim Up To 4" (Trimtrax Or Ventilated Trim)	EA	TBD	\$17.05	\$17.05
1	JC1-05H		Replace Bunker Trim Up To 8" (Trimtrax Or Ventilated Trim)	EA	TBD	\$21.88	\$21.88
1	JC1-05I		Replace Bunker Trim Up To 12" (Trimtrax Or Ventilated Trim)	EA	TBD	\$25.57	\$25.57
1	JC1-06		Restitch Trim/Pant(1)	EA	TBD	\$5.51	\$5.51
1	JC1-07C		Suspender Bttn/Snap/Pant(1)	EA	TBD	\$3.69	\$3.69
1	JC1-07D		Rivets/Grommet	EA	TBD	\$1.14	\$1.14
1	JC1-08		Velcro Up To 4"/Pant(1)	EA	TBD	\$5.06	\$5.06
1	JC1-08A		Velcro Up To 8"/Pant (1)	EA	TBD	\$10.23	\$10.23
1	JC1-08B		Velcro Up To 12"/Pant (1)	EA	TBD	\$16.19	\$16.19
1	JC1-08C		Velcro Fly/Pant(1)	EA	TBD	\$18.18	\$18.18
1	JC1-08D		Miscellaneous Velcro Per 1"/Pant	EA	TBD	\$1.31	\$1.31
1	JC1-10		Replace Harness Loop On Waist/Pant(1)	EA	TBD	\$13.35	\$13.35
1	JC1-13		Replace Arashield Knee Reinforcements	EA	TBD	\$28.69	\$28.69



U.S. Communities Contract: 4400008458

Name:	Jersey City NJ
	Division of Purchasing
Attn:	Patricia M. Vega
Phone:	
Fax:	
Email:	vegap@jcni.org
Cust ID:	

Date:	01/29/19
Expiration Date:	12/31/19
Prepared By:	Darryl O. Halterman
Phone:	215-354-1401 x1
Fax:	
Email:	dhalterman@safewareinc.com
Sales Rep:	
Customer RFQ:	

Freight Terms: **FOB Delivered per contract**

Payment Terms: **Net 30**

Qty	Part Number	Size	Description	U/M	Lead Time	Unit Price	Extended Price
1	JC1-13B		Replace Leather Knee Reinforcements	EA	TBD	\$28.98	\$28.98
1	JC1-13F		Under Knee Padding - Silizone (1)	EA	TBD	\$22.44	\$22.44
1	JC1-14		Replace Arashield Cuff(1)	EA	TBD	\$19.32	\$19.32
1	JC1-14A		Replace Leather Cuff (1)	EA	TBD	\$18.18	\$18.18
1	JC1-14C		Replace Cuff Self Material	EA	TBD	\$18.18	\$18.18
1	JC1-15A		Reconstruction From/Back Panel From Trim Down Of Pant	EA	TBD	\$45.45	\$45.45
1	JC1-16		Pockets / Pants	EA	TBD	\$62.50	\$62.50
1	JC1-25		Small Patch TL/Pant(1)	EA	TBD	\$22.73	\$22.73
1	JC1-25A		Medium Patch TL/Pant(1)	EA	TBD	\$34.09	\$34.09
1	JC1-27		Small Patch MB/Pant(1)	EA	TBD	\$28.98	\$28.98
1	JC1-27C		Tape Pin Hole In MB Up Per 3"	EA	TBD	\$3.69	\$3.69
1	JC1-27C1		Tape Pin Hole In MB Up Per 6"	EA	TBD	\$7.39	\$7.39
1	JC1-27E		Re Tape Seam Per 10"	EA	TBD	\$13.64	\$13.64
1	JC1-28		Replace Pant Zipper	EA	TBD	\$32.67	\$32.67
1	JC1-60		Condemn Pant	EA	TBD	\$0.00	\$0.00
1	JC1-60A		Condemn Liner Pant	EA	TBD	\$0.00	\$0.00
1	JC2-00		Advanced Cleaning & Inspection/Coat	EA	TBD	\$37.50	\$37.50
1	JC2-00A		Complete Liner Inspection Coat	EA	TBD	\$0.00	\$0.00
1	JC2-00A0		Modified Liner Inspection/Coat	EA	TBD	\$0.00	\$0.00
1	JC2-00A1		Routine Cleaning Including Liner System	EA	TBD	\$29.55	\$29.55
1	JC2-00B-1		Hazmat Tar, Oil, Grease	EA	TBD	\$17.05	\$17.05
1	JC2-00B-2		Hazmat Biological Disinfection	EA	TBD	\$17.05	\$17.05
1	JC2-00B-4		Extreme Clean	EA	TBD	\$11.93	\$11.93
1	JC2-01A		Complete Liner Inspection Coat	EA	TBD	\$14.77	\$14.77
1	JC2-02		Barcode Coat	EA	TBD	\$3.41	\$3.41
1	JC2-03		Small Patch OS /Coat(1)	EA	TBD	\$14.77	\$14.77
1	JC2-03A		Medium Patch OS /Coat(1)	EA	TBD	\$21.88	\$21.88
1	JC2-03B		Large Patch OS /Coat(1)	EA	TBD	\$30.97	\$30.97
1	JC2-04		Restitch Seam/Coat(1)	EA	TBD	\$5.51	\$5.51
1	JC2-05		Replace Bunker Trim Sleeve Coat	EA	TBD	\$37.50	\$37.50
1	JC2-05A		Replace Bunker Trim Body Coat	EA	TBD	\$57.95	\$57.95
1	JC2-05B		Replace Trim, Coat Pocket	EA	TBD	\$32.10	\$32.10
1	JC2-05C		Replace Bunker Trim Up To 4"	EA	TBD	\$15.06	\$15.06
1	JC2-05D		Replace Bunker Trim Up To 8"	EA	TBD	\$21.31	\$21.31
1	JC2-05E		Replace Bunker Trim Up To 12"	EA	TBD	\$23.30	\$23.30



U.S. Communities Contract: 4400008468

4403 Forbes Blvd
Lanham, MD 20706
www.safewareinc.com

Name:	Jersey City NJ
	Division of Purchasing
Attn:	Patricia M. Vega
Phone:	
Fax:	
Email:	vegap@icnj.org
Cust ID:	

Date:	01/29/19
Expiration Date:	12/31/19
Prepared By:	Darryl O. Halterman
Phone:	215-354-1401 x1
Fax:	
Email:	dhalterman@safewareinc.com
Sales Rep:	
Customer RFQ:	

Freight Terms: **FOB Delivered per contract**

Payment Terms: **Net 30**

Qty	Part Number	Size	Description	U/M	Lead Time	Unit Price	Extended Price
1	JC2-05G		Replace Bunker Trim Sleeve Coat (Trimtrax Or Ventilated Trim)	EA	TBD	\$39.77	\$39.77
1	JC2-05H		Replace Bunker Trim Body Coat (Trimtrax Or Ventilated Trim)	EA	TBD	\$65.34	\$65.34
1	JC2-05I		Replace Trim, Coat Pocket (Trimtrax Or Ventilated Trim)	EA	TBD	\$32.95	\$32.95
1	JC2-05J		Replace Bunker Trim Up To 4" (Trimtrax Or Ventilated Trim)	EA	TBD	\$15.06	\$15.06
1	JC2-05K		Replace Bunker Trim Up To 8" (Trimtrax Or Ventilated Trim)	EA	TBD	\$23.30	\$23.30
1	JC2-05L		Replace Bunker Trim Up To 12" (Trimtrax Or Ventilated Trim)	EA	TBD	\$25.57	\$25.57
1	JC2-06		Restitch Trim/Coat(1)	EA	TBD	\$5.51	\$5.51
1	JC2-07C		Replace Snap/Coat(1)	EA	TBD	\$3.69	\$3.69
1	JC2-07D		Replace Rivet/Grommet Coat(1)	EA	TBD	\$1.14	\$1.14
1	JC2-08		Velcro Up To 4"/Coat(1)	EA	TBD	\$5.06	\$5.06
1	JC2-08A		Velcro Up To 8"/ Coat (1)	EA	TBD	\$10.23	\$10.23
1	JC2-08B		Velcro Up To 12"/ Coat (1)	EA	TBD	\$16.19	\$16.19
1	JC2-08C		Velcro Storm Flap/Coat (1)	EA	TBD	\$23.01	\$23.01
1	JC2-08D		Miscellaneous Velcro Per 1" /Coat	EA	TBD	\$1.31	\$1.31
1	JC2-12		Sew On Letters Or #S Scotch (1)	EA	TBD	\$4.15	\$4.15
1	JC2-12B		Remove Letters	EA	TBD	\$1.70	\$1.70
1	JC2-16C		Replace Self Mat. Cuff Around Sleeves (1)	EA	TBD	\$19.60	\$19.60
1	JC2-20		Replace Semi Bellow Pocket/Coat (1)	EA	TBD	\$64.20	\$64.20
1	JC2-20A		Radio Pocket/Coat	EA	TBD	\$52.27	\$52.27
1	JC2-24		Wristlet/Coat	EA	TBD	\$25.28	\$25.28
1	JC2-24A		Wristlet Thumbhole/Coat	EA	TBD	\$26.99	\$26.99
1	JC2-25		Small Patch TL/Coat	EA	TBD	\$22.73	\$22.73
1	JC2-25A		Medium Patch TL/Coat	EA	TBD	\$34.09	\$34.09
1	JC2-25B		Large Patch TL/Coat	EA	TBD	\$45.45	\$45.45
1	JC2-27		Small Patch MB/Coat	EA	TBD	\$31.82	\$31.82
1	JC2-27A		Medium Patch MB/Coat	EA	TBD	\$33.52	\$33.52
1	JC2-27B		Large Patch MB/Coat	EA	TBD	\$45.45	\$45.45
1	JC2-27C		Tape Pin Hole In MB Up Per 3"	EA	TBD	\$3.69	\$3.69
1	JC2-27C1		Tape Pin Hole In MB Up Per 6"	EA	TBD	\$7.39	\$7.39
1	JC2-27E		Re Tape Seam Per 10"	EA	TBD	\$13.64	\$13.64



U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE

QUOTATION

4403 Forbes Blvd

Lanham, MD 20706

www.safewareinc.com

U.S. Communities Contract: 4400008468

Name:	Jersey City NJ
	Division of Purchasing
Attn:	Patricia M. Vega
Phone:	
Fax:	
Email:	vegap@icnj.org
Cust ID:	

Date:	01/29/19
Expiration Date:	12/31/19
Prepared By:	Darryl O. Halterman
Phone:	215-354-1401 x1
Fax:	
Email:	dhalterman@safewareinc.com
Sales Rep:	
Customer RFQ:	

Freight Terms: **FOB Delivered per contract**

Payment Terms: **Net 30**

Qty	Part Number	Size	Description	U/M	Lead Time	Unit Price	Extended Price
1	JC2-30		Mic Tab	EA	TBD	\$12.50	\$12.50
1	JC2-31		Flashlight Loop (Upper Or Lower)	EA	TBD	\$17.05	\$17.05
1	JC2-32		Replace Zipper/Coat (1)	EA	TBD	\$37.78	\$37.78
1	JC2-60		Condemn Coat	EA	TBD	\$0.00	\$0.00
1	JC2-60A		Condemn Liner Coat	EA	TBD	\$0.00	\$0.00
1	JC3-00		Cleaning/Inspection Ems Bunker Pant	EA	TBD	\$36.36	\$36.36
1	JC4-20		Cleaning/Inspection Ems Bunker Coat	EA	TBD	\$36.36	\$36.36
1	JC6-01		Hood	EA	TBD	\$3.41	\$3.41
1	JC6-03		Gloves	EA	TBD	\$3.98	\$3.98
1	JC6-04		Cleaning Rubber Boots-Pair	EA	TBD	\$15.91	\$15.91
1	JC6-05		Cleaning Leather Boots-Pair	EA	TBD	\$20.45	\$20.45
1	JC6-06		Hazmat Boots-Pair	EA	TBD	\$6.82	\$6.82
1	JC6-07		Cleaning Station Shirt	EA	TBD	\$5.68	\$5.68
1	JC6-43A		Clean Harness	EA	TBD	\$11.36	\$11.36
1	JC6-71		Miscellaneous Outer Wear	EA	TBD	\$5.68	\$5.68

Estimated Tax:	
Estimated Shipping & Handling:	
Total Price:	\$2,159.40

(Note: Hazardous material will be charged \$25 per ship container)

Special Notes:

Authorized Signature: _____ Date: _____

Acceptance of this quote, buyer agrees to all the terms and condition of the seller. Buyer will have the right to inspect the goods upon receipt, and within 30 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods. Returns must be approved and receive an RMA (return authorization) number prior to return. Special order or customized items may not be returned unless defective. Restocking fees may apply.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SAFEWARE INC
Trade Name:
Address: 4403 FORBES BLVD
LANHAM, MD 20706
Certificate Number: 0093615
Effective Date: August 28, 1989
Date of Issuance: March 06, 2019

For Office Use Only:
20190306110015823

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 *SAFEWARE INC* ^{SAFEWARE INC} ~~<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
Lavatro 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

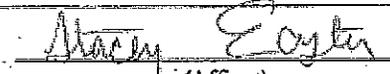
Name of Stock or Shareholder	Home Address
EDWARD A. SIMONS	BOWIE MD
ELAINE P. LEE	GLEN DALE, MD

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: SAFEWARE INC
 Signed: MARY ANNE PETRUSKO Title: VICE PRESIDENT
 Print Name: MARY ANNE PETRUSKO Date: 1/23/19

Subscribed and sworn before me this 23 day of JANUARY, 2019



 (Affiant)
Stacey Easton - Notary
 (Print name & title of affiant) (Corporate Seal)

My Commission expires:

STACEY EASTON
 NOTARY PUBLIC
 PRINCE GEORGE'S COUNTY
 MARYLAND
 MY COMMISSION EXPIRES MAY 7, 2022

**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 SAFEWARE INC (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract SAFEWARE 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: SAFEWARE INC

Signed Mary Anne Petrenko Title: VICE PRESIDENT

Print Name: MARY ANNE PETRENKO Date: 1/23/2019

Subscribed and sworn before me
this 23 day of January, 2019.
My Commission expires: X

**STACEY EASTON
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
MY COMMISSION EXPIRES MAY 7, 2022**

Stacey Easton
(Affiant)
STACEY EASTON NOTARY
(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.

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, BEO 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, BEO 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. 10:8-31 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. 10:8-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): MARY ANNE PETRENKO

Representative's Signature: MARY ANNE PETRENKO

Name of Company: SAFEWARE INC

Tel. No.: 800 3316707

Date: 2-11-19

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

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

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, subpoena, 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): MARY ANNE PETRENKO, VICE PRESIDENT
Representative's Signature: MARY ANNE PETRENKO
Name of Company: SAFEWARE INC
Tel. No.: 800 331 6707 Date: 2/11/19

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: SAFEWARE INC.

Address: 4403 FORBES BLVD, LANHAM, MD 20706

Telephone No. : 800 331 6707

Contact Name: MARYANNE PETRENKO

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name : SAFELWARE INC
Address : 4403 FORBES BLVD, LANHAM, MD 20706
Telephone No. : 800 331 6707
Contact Name : MARYANNE PETREKKO

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

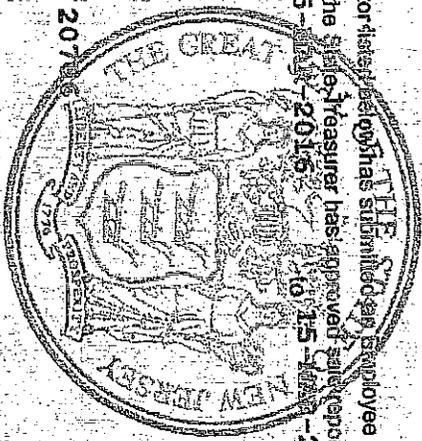
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

Certification 30423

This is to certify, that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2016 to 15-MAY-2019.

SAFWARE INC.
4403 FORBES BLVD.
LANHAM

MD 20706



Ford M. Scudder
FORD M. SCUDDER
State Treasurer

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

City Clerk File No. Res. 19-297

Agenda No. 10.z.16

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BEYER FORD LLC FOR THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the new unmarked vehicles for the Division of Police need to have emergency lighting and equipment installed; 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 a City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Beyer Ford LLC, 31 Williams Parkway, East Hanover, New Jersey 07936 is in possession of State contract A81346, and it will provide emergency lighting, equipment, and installation for a total contract amount of fifty thousand dollars (\$50,000.00); and

WHEREAS, funds are available for this contract in the Trust Account;

Acct #	P.O. #	State Contract	Total Contract	Temp Encumbrance
16-290-55-000-800	132848	A81346	\$50,000.00	\$5,000.00

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

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

1. A contract award to Beyer Ford LLC in the amount of \$50,000.00 for the purchase and installation of emergency lighting and equipment is authorized;
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12;
3. The term of the contract will be completed upon the delivery of goods and services;
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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. 40A:5-1 et seq.; and
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

(Continued to page 2)

City Clerk File No. 10.z.16

Agenda No. MAR 27 2019

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BEYER FORD LLC FOR THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Trust Account;

Acct #	P.O. #	State Contract	Total Contract	Temp Encumbrance
16-290-55-000-800	132848	A81346	\$50,000.00	\$5,000.00

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

March 6, 2019
Date

PF/pv
3/5/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

P.R.
3-15-19

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>3.27.19</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 B. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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 BEYER FORD LLC FOR THE PURCHASE AND INSTALLATION OF EMERGENCY EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

Initiator

Department/Division	PUBLIC SAFETY	POLICE
Name/Title	TAWANA MOODY	DIRECTOR
Phone/email	201.547.5477	TMoody@NJJCPS.ORG

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

Resolution Purpose

Purchase and installation of emergency equipment (lights, sirens, etc.) for the new unmarked Police vehicles.

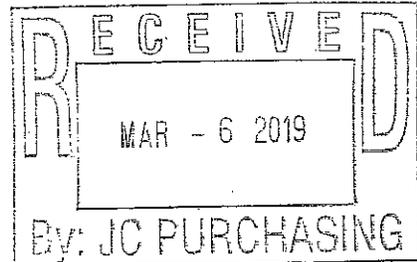
I certify that all the facts presented herein are accurate.

Tawana Moody
Signature of Department Director

3/6/19
Date

Peter Folgado
Peter Folgado, Director of Purchasing
RPPO, QPA

3/6/19
Date





State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
<https://www.njstart.gov>

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

AMENDMENT # 238 T-0106 Solicitation # 21817 and 22630

TO: All Using Agencies

DATE: January 16, 2019

FROM: Donald Warren, Procurement Specialist, Fleet Unit

SUBJECT: Police and Homeland Security Equipment and Supplies – Statewide –
One Hundred and Eighty (180) day Transitional Extension

CONTRACT PERIOD: Original: May 01, 2012 to April 30, 2015
1st Extension: May 01, 2015 to April 30, 2016
2nd Extension: May 01, 2016 to October 31, 2016
3rd Extension: November 01, 2016 to April 30, 2017
Transition: May 01, 2017 to August 28, 2017
Transition: August 29, 2017 to December 26, 2017
Transition: December 27, 2017 to April 27, 2018
Transition: April 28, 2018 to July 26, 2018
Transition: July 27, 2018 to October 24, 2018
Transition: October 25, 2018 to January 22, 2019
Transition: January 23, 2019 through July 21, 2019

Please be advised that the following Blanket P.O.s have been extended for a period of one hundred and eighty (180) days, through July 21, 2019, at the same contract pricing, terms, conditions and specifications.

Vendor {Contractor} 12-X-21817	Blanket P.O. #	Vendor {Contractor} 12-X-21817	Blanket P.O. #
1075 EMERGENCY LIGHTING	81347	KDH DEFENSE SYSTEMS INC.	81309
511 INC	81360	L3 COMMUNICATIONS MOBILE VISION INC.	81311
ABSOLUTE FIRE PROTECTION	81340	LAKELAND INDUSTRIES INC	81302
ADVANCED ELECTRONICS DESIGN	81300	LANIGAN ASSOCIATES INC	81299

AMERICAN ALUMINUM ACCESSORIES INC.	81375	LASER TECHNOLOGY INC	81322
APPLIED CONCEPTS INC	81323	LAWMEN SUPPLY CO NJ INC	81295
ARMOR EXPRESS	81348	MINE SAFETY APPLIANCES CO	81357
ASTROPHYSICS INC	81310	MOOSE BOATS INC	81317
ATLANTIC TACTICAL INC	81297	MUNICIPAL EQUIPMENT	81332
BADGE COMPANY OF NEW JERSEY	81326	POINT BLANK ENTERPRISE INC	81351
BEYER FORD LLC	81346	PRO GARD	81327
BLUE LINE EMERGENCY LIGHTING	81308	SABRE SECURITY EQUIPMENT	81315
CODE 3 INC	81331	SELEX ES INC	81318
CONTINENTAL FIRE & SAFETY	81365	SIG SAUER INC	81319
DECATUR ELECTRONICS INC	81314	SIGNAL VEHICLE PRODUCTS INC	81371
DRAEGER INC	81301	SOUND OFF INC	81334
EAST COAST EMERGENCY LIGHTING	81338	SPECTRUM COMMUNICATION LLC	81373
EMERGENCY ACCESSORIES & INSTALATION INC.	81344	STREAMLIGHT INC	81329
ESI EQUIPMENT INC	81377	SURVIVAL ARMOR INC	81316
FIREFIGHTER ONE LLC	81363	TRIANGLE COMMUNICATIONS LLC	81343
GEN EL SAFETY & INDUSTRIAL	81356	TROY PRODUCTS	81335
GENERAL SALES ADMINISTRATION	81330	VINELAND AUTO ELECTRIC INC	81339
GOLD TYPE BUSINESS MACHINES	81341 and 81342	WEST TRENTON HARDWARE LLP	81353
ICOR TECHNOLOGY INC	81358	WHELEN ENGINEER	81336
KALDOR EMERGENCY LIGHTS LLC	81333	ZODIAC OF NORTH AMERICA INC	81374

Vendor {Contractor}	Blanket P.O. #	Vendor {Contractor}	Blanket P.O. #
13-X-22630		13-X-22630	
AMERICAN DIVING SUPPLY	82110	LAWMEN SUPPLY CO NJ INC	82100
ATLANTIC NUCLEAR CORP	82105	MPH INDUSTRIES INC	82101
ATLANTIC TACTICAL INC	82102	SMITHS DETECTION INC	82106
BIOFIRE DIAGNOSTICS INC	82104	TELEVERE SYSTEMS	82108
GUARDIAN PROTECTIVE SERVICES	82099	ZISTOS CORPORATION	82111

Please be advised that Blanket P.O. A81296, awarded to Eagle Point Gun, will be extended for price lines 5, 7, 19, and 49 only. Blanket P.O. line 51 (Speedwell Targets) will not be extended.

Please be advised the following Blanket P.O.s will be extended and set to a "pay only" status in MACSE pending the submittal of executed Amendments to the Blanket P.O.:

Vendor {Contractor}	Blanket P.O. #
AMKUS INC.	81313
ARMORSHIELD USA INC	82179
PROTECTIVE PRODUCTS	81350

Please be advised that the following Blanket P.O.s, awarded to the Vendors {Contractors} listed below, will not be extended and items offered under these Blanket P.O. lines are no longer available:

Vendor {Contractor}	Blanket P.O. #
ARAMSCO INC	81352
BATTLEWARE TECHNOLOGIES INC.	81312

Please attach this amendment to your current Notice of Award.

Division of Purchase and Property
does not support script

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

**T-0106
POLICE AND HOMELAND SECURITY EQUIPMENT
AND SUPPLIES - STATEWIDE**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to KRISTI THOMAS

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

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-0106
Contract #:	VARIOUS
Contract Period:	FROM: 05/01/12 TO: 07/21/19

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:	BEYER FORD LLC 31 WILLIAMS PARKWAY EAST HANOVER, NJ 07936
Contact Person:	RYAN LEONARD
Contact Phone:	973-319-7003
Order Fax:	973-515-5106
Contract#:	81346
Expiration Date:	07/21/19
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:	BLUE LINE EMERGENCY LIGHTING LLC 625 FOREPEAK AVE PO BOX 191 BEACH WOOD, NJ 08722
Contact Person:	FRANK MELILLO
Contact Phone:	732-281-2500
Order Fax:	732-281-2501
Contract#:	81308
Expiration Date:	07/21/19
Terms:	1% 10 NET 30
Delivery:	2 WEEKS 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?	

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00082	COMM CODE: 680-12-021323 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: LEATHER GOODS BRAND: THE BADGE CO. P/L DATED: 1/1/12 - RETAIL P/L #:REV.1008	1.000	EACH	NET	N/A

Vendor: BEYER FORD LLC **Contract Number:** 81346

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00107	COMM CODE: 680-97-021437 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AUDIBLE & VISUAL EMERGENCY SIGNAL SYSTEM HOURLY LABOR RATE FOR INSTALLATION OF EQUIPMENT	1.000	EACH	N/A	\$81.15000

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00241	COMM CODE: 680-97-021436 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AUDIBLE & VISUAL EMERGENCY SIGNAL SYSTEM BRAND: MNSTAR P/L DATED: 10/1/11 - RETAIL	1.000	EACH	52.00%	N/A

Vendor: BLUE LINE EMERGENCY LIGHTING LLC **Contract Number:** 81308

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00238	COMM CODE: 680-97-036491 [POLICE, CORRECTIONAL FACILITY AND...] ITEM DESCRIPTION: AUDIBLE & VISUAL EMERGENCY SIGNAL SYSTEM BRAND: GAMBER JOHNSON	1.000	EACH	46.00%	N/A



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

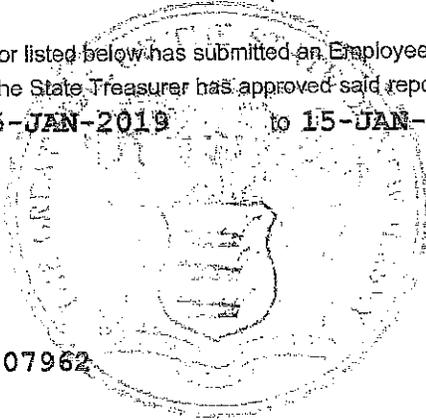
Taxpayer Name: BEYER FLEET, LLC
Trade Name:
Address: 31 WILLIAMS PARKWAY
EAST HANOVER, NJ 07936-2105
Certificate Number: 1648975
Effective Date: June 28, 2011
Date of Issuance: March 06, 2019

For Office Use Only:
20190306093929440

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2019** to **15-JAN-2022**



BEYER FORD LLC
170 RIDGEDALE AVE.
MORRISTOWN

NJ 07962

Handwritten signature of Elizabeth Maher Muoio in cursive.

ELIZABETH MAHER MUOIO
State Treasurer

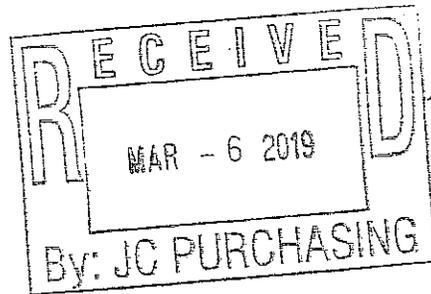
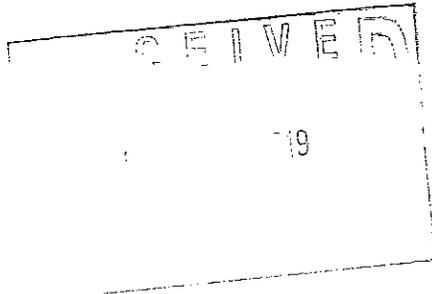


EXHIBIT A (Continuation)

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.

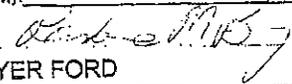
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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): BARBARA M. BEYER - MEMBER

Representative's Signature: 

Name of Company: BEYER FORD

Tel. No.: 973-644-3200

Date: NOVEMBER 27, 2018

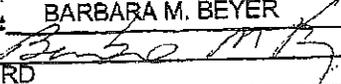
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

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

Representative's Name/Title Print): BARBARA M. BEYER
Representative's Signature: 
Name of Company: BEYER FORD
Tel. No.: 973-644-3200 Date: NOVEMBER 27, 2018

**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 : BEYER FORD

Address : 170 RIDGEDALE AVE., MORRISTOWN, NJ 07960

Telephone No. : 973-644-3200

Contact Name : BARBARA M. BEYER

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.

Asia: 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**

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Business Name: BEYER FORD

Address: 170 RIDGEDALE AVE., MORRISTOWN, NJ 07960

Telephone No.: 973-644-3200

Contact Name: BARBARA M. BEYER

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

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DIVISION OF PURCHASING COPY

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

City Clerk File No. Res. 19-298

Agenda No. 10.Z.17

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING TO EXTEND THE CONTRACT WITH JEN ELECTRIC, INC., FOR THE MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS, PROJECT NO. 16-003 T, FOR AN ADDITIONAL THREE (3) MONTHS COMMENCING APRIL 1ST, 2019 ENDING JUNE 30, 2019 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, Resolution 17-904, approved on November 29, 2017 authorized the last option to extend Jen Electric, Inc. (Jen Electric) contract from January 1st, 2018 through December 31st, 2018 in the amount of One Million Five Hundred Sixty Three Thousand One Hundred Fifty Four Dollars (\$1,563,154.00) and no cents; and

WHEREAS, Resolution 18-1089, approved on December 19, 2018 authorized the extension of the contract with Jen Electric, Inc. (Jen Electric) for an additional three (3) months commencing January 1st, 2019 and ending March 31, 2019 while bid specifications are re-advertised; and

WHEREAS, the bid has been advertised and it is necessary to extend the contract with Jen Electric for an additional three (3) months commencing April 1st, 2019 and ending June 30, 2019 while bids are received and the contract is awarded; and

WHEREAS, Jen Electric has agreed to continue to provide emergency maintenance and repair of the traffic signals for the City for an additional three (3) months at the current rates; and

WHEREAS, under Special Specifications, Section II Part F, the City reserves the option to extend the contract for an additional three (3) months, in order to solicit and receive bids; and

WHEREAS, if the City completes the bidding and awards a new contract prior to the expiration of the three month extension, the City has the right to terminate the extended contract; and

WHEREAS, the total cost of the three (3) month extension shall not exceed the sum of \$350,000.00.

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

1. A resolution is approved to extend the contract with Jen Electric to provide emergency maintenance and repair of traffic signals (Project No. 16-003 T) for an additional three (3) months commencing April 1st, 2019 and ending June 30, 2019.
2. Notice of this extension shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
3. Pursuant to N.J.A.C.5:30-5.5(e), the extension of the contract shall be subject to the availability and appropriation of funds in the CY 2019 temporary budget.

TITLE:

RESOLUTION AUTHORIZING TO EXTEND THE CONTRACT WITH JEN ELECTRIC, INC., FOR THE MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS, PROJECT NO. 16-003 T, FOR AN ADDITIONAL THREE (3) MONTHS COMMENCING APRIL 1ST, 2019 ENDING JUNE 30, 2019 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

I Elizabeth Castillo (Elizabeth Castillo), Acting Chief Financial Officer, certify that funds in the amount of fifty-thousand dollars (\$50,000) are available for the payment of the above Resolution in Account No. 01-201-20-105-314, PO#: 133050.

JMCK/av/mma 03/20/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO		✓		ROBINSON	✓			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 TO EXTEND THE CONTRACT WITH JEN ELECTRIC, INC., FOR THE MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS, PROJECT NO. 16-003 T, FOR AN ADDITIONAL THREE (3) MONTHS COMMENCING APRIL 1ST, 2019 ENDING JUNE 30, 2019 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, PE	Director, Traffic and Transportation
Phone/email	201-547-4419	avischio@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 extend the contract with Jen Electric for the maintenance and repair of traffic signals for an additional three (3) months commencing April 1st, 2019 and ending June 30, 2019 while bids are received and the contract is awarded.

Cost (Identify all sources and amounts)

01-201-20-105-314 (Engineering Operating)
Extension Amount= \$350,000.00
Temporary Encumbrancy = \$50,000.00

Contract term (include all proposed renewals)

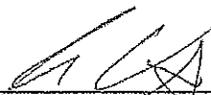
Three (3) months, starting April 1st, 2019 through June 31, 2019

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.



Andrew Vischio, Director of Traffic & Transp.

3/20/19
Date



Jose R. Cunha, PE, CME, Chief Engineer

3/20/19
Date

Signature of Department Director

Date

JEN ELECTRIC INC.
TRAFFIC SYSTEMS SPECIALISTS
N.J.P.E.# 39919 & N.J.E.L.# 15196

March 19, 2019

Division of Engineering, Traffic & Transportation
City of Jersey City
13-15 Linden Avenue East
Jersey City, NJ 07305

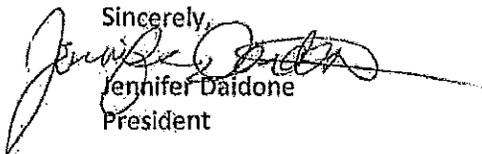
Subject: Traffic Maintenance 2016 – Jersey City Project No: 16-003T

Dear Mr. Vischio,

As per your request Jen Electric, Inc. will continue to perform traffic signal maintenance for the current contract for the City of Jersey City during the three month extension starting on April 1, 2019 through June 30, 2019. The current rates will be extended throughout this term.

We appreciate the opportunity to be of continued service to the City. If you have any questions or concerns, please feel free to contact us.

Sincerely,


Jennifer Daidone
President

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

City Clerk File No. Res. 19-299

Agenda No. 10.z.18

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON APRIL 1, 2019 OF A CONTRACT WITH NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM MEALS FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES, DIVISION OF FOOD & NUTRITION

COUNCIL

Offered and Moved Adoption of the Following Resolution:

WHEREAS, Resolution No. 16.195, approved on March 23, 2016, awarded a one-year contract in the amount of \$261,600.00 to Nu Way Concessionaries Inc. for Senior Congregate Site Nutrition Program Meals for the City of Jersey City ("City"), Department of Health & Human Services, Division of Food & Nutrition; and

WHEREAS, Resolution No. 17.044, approved on January 25, 2017, exercised the first one year renewal option for a total contract amount of \$261,600.00; and

WHEREAS, Resolution No. 18.246, approved on March 14, 2018, authorized a the second one-year renewal option for the contract; and

WHEREAS, the City is in the process of completing bid specifications and expects to advertise for and award a new contract within the next ninety days; and

WHEREAS, the City continues to need Senior Congregate Nutrition Site Program meals; and

WHEREAS, it is necessary to extend the Senior Congregate Site Nutrition Program contract on a month-to month basis not to exceed three (3) months effective April 1, 2019 while the City prepares bid specifications; and

WHEREAS, the total cost of the contract extension shall not exceed the sum of \$60,000; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

WHEREAS, funds in the amount of \$50,000.00 are available in Grant Account No. 02-213-40-918-314.

WHEREAS, this change order increases the original contract amount by more than twenty (20) percent and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty (20) percent.

TITLE:

RESOLUTION AUTHORIZING A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON APRIL 1, 2019 OF A CONTRACT WITH NU WAY CONCESSIONARIES FOR SENIOR HOME DELIVERED MEALS ("MEALS ON WHEELS") FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES, DIVISION OF FOOD & NUTRITION

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

1. The extension of a contract with Nu Way Concessionaries Inc. for the Senior Congregate Site Nutrition Program on a month-to-month basis not to exceed three (3) months effective April 1, 2019 is approved.
2. The total cost of the contract extension shall not exceed the sum of \$60,000.00.
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 permanent budget.

I, Elizabeth Castillo Elizabeth Castillo, as Acting Chief Financial Officer, hereby certify that these funds are available for this expenditure in Grant Account No. 02-213-40-918-314 for payment of the above resolution.

Purchase Order # 132944

APPROVED: 
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM R.B.
3-15-19

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 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 A MONTH-TO-MONTH EXTENSION NOT TO EXCEED THREE (3) MONTHS EFFECTIVE ON APRIL 1, 2019 OF A CONTRACT WITH NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM MEALS FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES, DIVISION OF FOOD & NUTRITION

Project Manager

Department/Division	Health & Human Services	Food & Nutrition
Name/Title	Stacey Flanagan	Director
Phone/email	(201) 547 6560	SFlanagan@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 authorizes the City to extend the contract for the Senior Congregate Meals food vendor for up to three months while a new RFP is prepared and issued.

Cost (Identify all sources and amounts)

Not to exceed \$60,000

Contract term (include all proposed renewals)

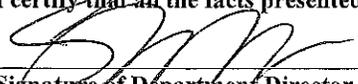
April 1, 2019 through June 30, 2019

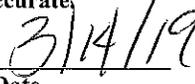
Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Certification 4766

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed herein has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 - JUN - 2018 to 15 - JUN - 2021.



NU-WAY CONCESSIONARIES, INC.
339-345 BERGEN AVENUE
KEARNY NJ 07032



Elizabeth Maher Mugio
ELIZABETH MAHER MUGIO
State Treasurer

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, NJ 08646

The 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.

NU-WAY CONCESSIONAIRES, INC.
339 BERGEN AVE
KEARNY NJ 07030

Registration No.: **XXX-XXX-816/000**
Tax Effective Date: **06-01-11**
Document Locator No.: **A0000302911**
Date Issued: **06-07-11**

Michael J. Bry
Acting Director, Division of Taxation

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

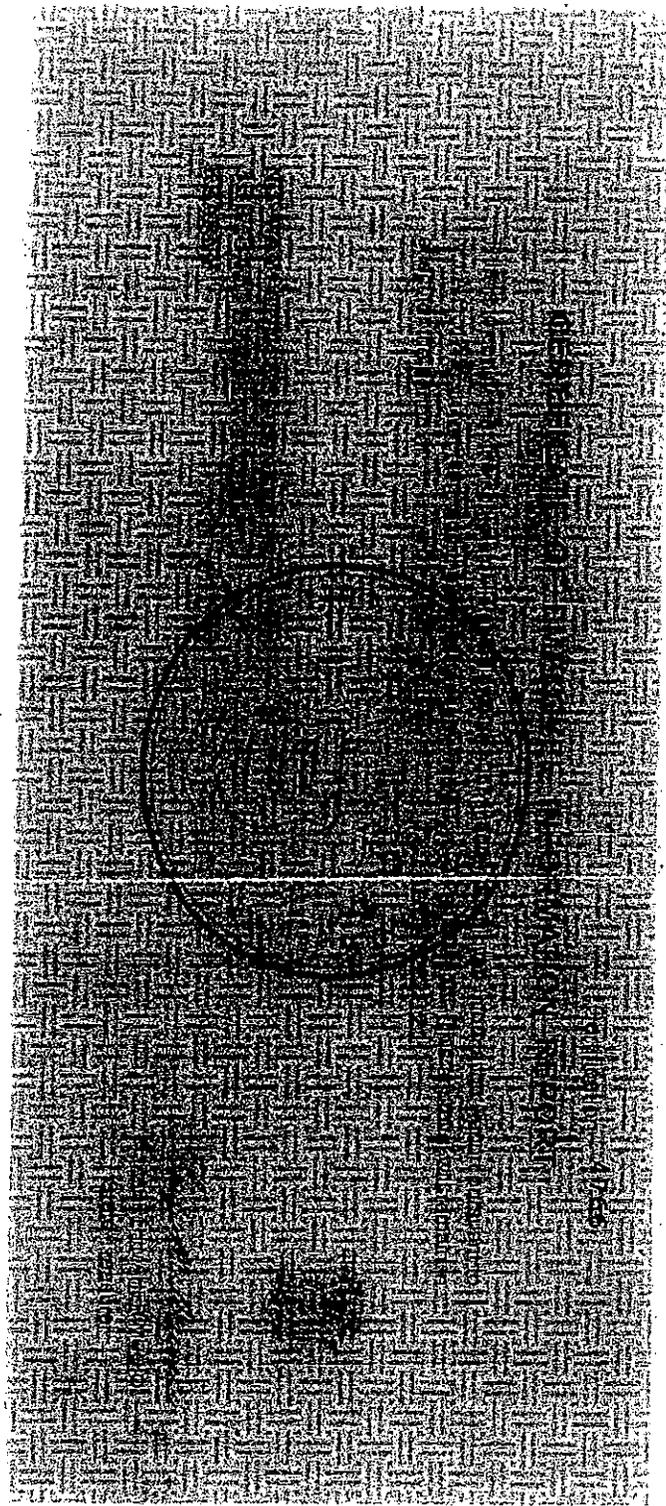
DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME: **NU-WAY CONCESSIONAIRES, INC.**
ADDRESS: **339 BERGEN AVE
KEARNY NJ 07030**
EFFECTIVE DATE: **03/20/11**

TRADE NAME:
SEQUENCE NUMBER: **045911**
ISSUANCE DATE: **06/25/08**

James J. E...
Director
New Jersey Division of Revenue

FORM RRC



**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 NuWay Concessionaires (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 NuWay Concessionaires (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: NuWay Concessionaires

Signed: Michael R. Liegel Title: General Manager

Print Name: Michael Liegel Date: 3-11-19

Subscribed and sworn before me
this 11 day of March, 2019
My Commission expires:

Karen Ann Muller
NOTARY PUBLIC
State of New Jersey
My Commission Expires 2/11/2020

Karen Ann Muller
(Affiant)
Karen Ann Muller
(Print name & title of affiant) (Corporate Seal)
Office Manager
Karen Ann Muller
NOTARY PUBLIC
State of New Jersey
My Commission Expires 2/11/2020

****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.**

**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: No Way Contractors
Address: 339-345 Bergen Ave
Kearny NJ 07032
Telephone No.: 201-997-4851 x399
Contact Name: Michael Liegel

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name: NO WAY CONCESSIONS
Address: 339-345 Bergen Ave
Kearny NJ 07032
Telephone No.: 201-997-4851 x399
Contact Name: Michael Liegel

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

**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 Nulaxy Concessionaires (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 Nulaxy Concessionaires (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: Nulaxy Concessionaires

Signed: Michael R. Liegel Title: General Manager

Print Name: Michael Liegel Date: 3-11-19

Subscribed and sworn before me
this 11 day of March, 2019
My Commission expires:

Karen Ann Muller
NOTARY PUBLIC
State of New Jersey
My Commission Expires 2/11/2020

Karen Ann Muller
(Affiant)
Karen Ann Muller
(Print name & title of affiant) (Corporate Seal)
Office Manager
Karen Ann Muller
NOTARY PUBLIC
State of New Jersey
My Commission Expires 2/11/2020

**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.

**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 : Na Way Concessionaires
Address : 339-345 Bergen Avenue Kearny NJ
Telephone No. : 201-997-4851 x399 07030
Contact Name : Michael Liegel

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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): Karen Ann Muller Office Manager

Representative's Signature: *Karen A. Muller*

Name of Company: No Way Concessionaires

Tel. No.: 201-997-4851 Date: 3-5-19

x 349

**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).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarto for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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
George DiPura	439 Main Ave Woodbridge NJ 07050
Joseph Pantaleo	Oak St. Ridgefield 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: Urban Professionals
 Signature of Affiant: [Signature] Title: General Manager
 Printed Name of Affiant: Michael Liegel Date: 3-5-18

Subscribed and sworn before me this 5th day of March, 2019

My Commission expires: _____

Karen Ann Muller
 NOTARY PUBLIC
 State of New Jersey
 My Commission Expires 2/11/2020

[Signature]
 (Witnessed or attested by)

 (Seal)



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)



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)

Nu-Way Concessionaires, Inc.

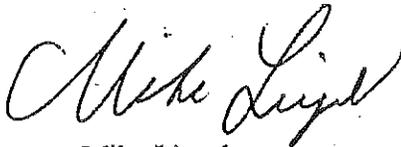
345 Bergen Avenue
Kearny, NJ 07032
(201) 997-4851

January 22, 2019

Ms Davis,

Please be advised that Nu-Way Concessionaires, Inc., is in full agreement to extend our current contract for senior congregate lunch feeding through June 30th, 2019. We will also honor the current price of \$ 4.38 per meal. It has been our pleasure to serve this account for several years and we wish to continue a very positive relationship into the future. Please let me know if there are any other ways we can serve.

Sincerely,

A handwritten signature in cursive script that reads "Mike Liegel".

Mike Liegel
General Manager

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

City Clerk File No. Res. 16-195

Agenda No. 10-Z-7

Approved: MAR 23 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NU-WAY CONCESSIONARIES INC FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on November 17, 2015 for Senior Congregate Site Nutrition Program for the Department of Health and Human Services; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for the One (1) Item as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the sum of **Two Hundred Sixty One Thousand, Six Hundred (\$261,600.00) Dollars**, will be budgeted for the 2016 budget; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Nu-Way Concessionaries Inc to be fair and reasonable; and

WHEREAS, the sum of **Twenty Five Thousand (\$25,000.00) Dollars** is available in Capital Account No. 02-213-40-618-314; 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 an agreement with Nu-Way Concessionaries Inc for the Department of Health and Human Services;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to Two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for One (1) item are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor 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. 40A:5-1 et seq.; and

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NU-WAY CONCESSIONARIES INC FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

Department of Health & Human Services				Amount
Acct #	P.O #			
02-213-40-618-314	120405	Temp. Encumb.		\$25,000.00
		Total Contract		\$261,600.00

Approved by Peter Folgado P.P.S.
 for Peter Folgado, Director of Purchasing

PF/pc
 3/11/16

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: _____ Corporation Counsel
 Business Administrator
 Certification Required
 Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.23.16											
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 AN OPEN END CONTRACT TO NU-WAY CONCESSIONAIRES FOR THE SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES.

Project Manager

Department/Division	H.H.S.	Senior Nutrition
Name/Title	Larry Eccleston	Director of Senior Nutrition
Phone/email	Office - 201-547-5838 Cell - 201-725-6965	ecclestonl@jenj.org

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

Contract Purpose

To provide meals to senior citizen at congregate lunch site as part of a Federal and State grant from the Hudson County Office on Aging. Nu-Way Concessionaires will be providing approximately 5,500 hot meals per month for senior citizens participating in the congregate site lunch program. The bid which is based on the cost per meal was \$ 4.37.

Cost (Identify all sources and amounts)

Total Cost \$ 261,600.00
Temporary Encumbrance \$ 25,000.00
Acct Number # 02-213-40-618-314

Contract term (include all proposed renewals)

Contract is for one year. The City reserves the right to extend the contract for two additional one year terms.

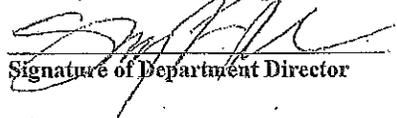
Type of award

If "Other Exception", enter type

Additional Information

Bid is for one year, with two additional one year options.

I certify that all the facts presented herein are accurate.


Signature of Department Director

_____ Date

Signature of Purchasing Agent
Peter Folgado, QPA

_____ Date

RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0173612

PO # 120405

DEPT/DIV: H&HS

SUBJ: Senior Congregate Site Nutrition Program

GOODS & SERVICES NON BIDS

	<i>Amending</i>	<i>Emergency</i>	<i>EUS</i>	<i>GSA</i>	<i>Ordinance</i>	<i>Pay to Play</i>	<i>Prof Service</i>	<i>State Contract</i>	<i>Library</i>	<i>Resolution</i>
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

BIDS

	<i>Good & Services</i>	<i>Construction</i>	<i>RFP'S</i>	<i>RFQ'S</i>	<i>Resolution</i>
Proposal Page/Amounts	X				X
EEO/AA Compliance	X				
BRC/Validation	X				
Certification Regarding Suspension/Debarment	X				
Legislative Fact Sheet/ Determination of Value	X				

Notes:



Department of Health & Human Services
CITY OF JERSEY CITY
 199 Summit Avenue
 Jersey City, N.J. 07304
 (201) 547-6800



**Bid for meals as described in the Request for Bids
 Senior Congregate Site Nutrition Program
 2016**

The bid amount will be per unit (one complete meal, packaged and delivered as set forth in the request.) The bid will be in dollars and cents and remain constant through the life of the contract.

Bid per meal: \$ 4.36

Vendor: NU-WAY CONCESSIONAIRES INC.

Address: 339-345 BERGEN AV.

City, State, Zip: KEARNY, N.J. 07032

Michael Liegel
 General Manager
 Nu-Way Concessionaires, Inc.
 339 - 345 Bergen Avenue
 Kearny, NJ 07032

Authorized Bidder: MICHAEL R. LIEGEL
(print name)

Signature: Michael R. Liegel Date: 11/17/15

BID PROPOSAL/DOCUMENTS

SENIOR CONGREGATE SITES NUTRITION PROGRAM
"Congregate Sites"
MHS/SENIOR NUTRITION

This contract will be awarded as an open-end contract for a term of one year.
The minimum and the maximum number of quantities for each item are as stated below.

Forty Five Thousand (45,000) meals/units annually is the minimum. Sixty Thousand (60,000) meals/units annually is the maximum. The vendor will deliver the freshly cooked hot meals in bulk to the nine (9) Congregate Nutrition Sites which are currently the sites listed below. The number of Congregate Sites may also increase or be reduced during the contract year.

1. Berry Gardens, 92 Danforth Avenue
2. Boyd McGuinness, 2555 Kennedy Blvd.
3. Grace Senior Center, 39 Erie Street
4. Maureen Collier Senior Center, 335 Bergen Avenue
5. Ocean Towers Senior Apts., 435 Ocean Avenue
6. Joseph Connors Senior Center, 28 Paterson Street
7. Villa Borinquen (P.A.C.O.), 398 Grove Street
8. Olga Rodriguez Senior Center, 358 Montgomery Street
9. Lafayette Senior Living Center, 463 Pacific Avenue

The contract will be awarded based upon the grand total price of the maximum number of meals/units annually for item one (1). If the Grand Total Price is found to have been incorrectly computed, a change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award.

Item # 1-60,000- Units annually @ \$ 4.36 Per unit for a Total Cost of \$ 261,600.00
 Price in Figures Total Cost in Figures

Grand Total Bid Price for 60,000 Units/Meals annually

Two Hundred Sixty-one Thousand, Six Hundred Dollars.
Grand Total Bid Amount in Words

\$ 261,600.00
(In Figures)

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/connect_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. 15:51 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Guide, 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. 15:51 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

MICHAEL R. LIBERTEL BUN.0162

Representative's Signature:

[Signature]

Name of Company:

NU-WAY CONSTRUCTION INC

Tel. No.:

201-992-4851

Date:

11-17-15

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

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

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

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

Representative's Name (Full Print) Michael R. Linger Gen. Mgr.
Representative's Signature [Signature]
Name of Company: NU-WAY CONCRETE SUPPLY, INC.
Tel. No.: 908-997-4851 Date: 11-15-15

**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 : NU-WAY CONCRETE/PAVEMENT INC.
Address : 339 BERGEN AV. KENNY, N.J. 07033
Telephone No. : 201-997-1851
Contact Name : MICHAEL R. LIEBEL

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



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0415911 FOR NU-WAY CONCESSIONAIRES, INC. IS VALID.

VERIFIED
PC

Certification 4766

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-JULY-2015-15-JULY-2018**



NU-WAY CONCESSIONARIES, INC.
339-345 BERGEN AVENUE
KEARNY NJ 07032



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 17-044

Agenda No. 10.N

Approved: JAN 25 2017

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT TO NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (the "City"), via Resolution 16.195 dated March 23, 2016, awarded a one year open-end contract in the amount of \$261,600.00 to Nu- Way Concessionaires Inc. (the "Contractor") for Senior Congregate Site Nutrition Program for the Department of Health and Human Services;

WHEREAS, the bid specification provided the City with the option to renew the contract for two additional one year terms;

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

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one year period effective January 1, 2017 – December 31, 2017;

WHEREAS, the total cost of the contract renewal shall not exceed the contract amount of \$261,600.00; and

WHEREAS, the sum of Twenty Five Thousand (\$25,000.00) Dollars is available in Grant Account No. 02-213-40-718-314.

Continuation of Resolution _____
City Clerk File No. Res. 17-044
Agenda No. 10.N JAN 25 2017

Pg. # 2

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT TO NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

1. The Mayor or Business Administrator is authorized to renew an agreement with Nu-Way Concessionaries Inc. for the Department of Health and Human Services.
2. The renewal contract is for a one year period effective January 1, 2017 – December 31, 2017 and shall not exceed \$261,600.00.
3. Upon certification by an official or employee of the City authorized to attest that the contractor 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. 405-1 et seq.
4. Pursuant to N.J.A.C. 5:30-5.5(e)2, the continuation of the contract after the expenditure of funds encumbered in the 2017 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year permanent budget.

City Clerk File No. Res. 17-044

Agenda No. 10.N JAN 25 2017

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT TO NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

5. The award of this contract 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.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in 123833 Account No. 02-213-40-718-314 for payment of the above resolution.

BD 01.03.17

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 1.25.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	ABSENT			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			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 RENEWAL OF AN OPEN END CONTRACT TO NU WAY CONCESSIONARIES INC FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Project Manager

Department/Division	Health and Human Services	Senior Nutrition
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6560	sflanagan@cnj.org

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

Resolution Purpose

To provide meals to senior citizens at congregate lunch site as part of Federal and State grant from the Hudson County Office on Aging. Nu-Way Concessionaires will be providing approximately 5,500 hot meals per month for senior citizens participating in the congregate site lunch program. The bid which is based on the cost per meal was \$4.38.

Cost (Identify all sources and amounts)

Total Cost \$261,600.00
Temporary Encumbrance \$25,000.00
Acct Number# 02-213-40-718-314

Contract Term (include all proposed renewals)

January 1, 2017- December 31, 2017

Type of award

If "Other Exception", enter type

Additional Information

One year bid with two additional one year options.
--

I certify that all the facts presented herein are accurate.

Stacey Flanagan on behalf of Stacey Flanagan 1/25/17
 Signature of Department Director Date

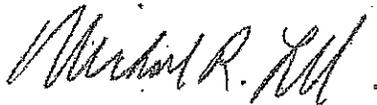
Nu Way Concessionaires, Inc.
339 - 345 Bergen Avenue
Kearny, NJ 07032
Telephone: 201-997-4851
Fax: 201-997-9055

December 20, 2016

Nu Way Concessionaires, Inc. wishes to continue servicing the Jersey City Senior Nutrition Program at the current rate of \$4.38 per meal for all congregate nutrition sites.

All terms of the existing contract will apply through the Year 2017.

Sincerely,



MICHAEL R. LIEGEL
General Manager
Nu Way Concessionaires

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

City Clerk File No. Res. 18-246
Agenda No. 10-V
Approved: MAR 14 2018
TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NU WAY CONCESSIONAIRES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (the "City"), via Resolution 16.195 dated March 23, 2016, awarded a one year open-end contract in the amount of \$261,600.00 to Nu Way Concessionaires Inc. (the "Contractor") for Senior Congregate Site Nutrition Program for the Department of Health and Human Services; and

WHEREAS, the bid specification provided the City with options to renew the contract for two additional one year terms; and

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

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the second option and renew the contract for an additional one year period effective April 1, 2018 thru March 31, 2019; and

WHEREAS, the total cost of the contract renewal shall not exceed the contract amount of \$261,600.00; and

WHEREAS, the sum of Twenty Five Thousand (\$25,000.00) Dollars is available in Grant Account No. 02-213-40-718-314.

TITLE: MAK 1,4 2018

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH NU WAY CONCESSIONAIRES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

1. The Mayor or Business Administrator is authorized to renew an agreement with Nu Way Concessionaries Inc. for the Department of Health and Human Services;
2. The renewal contract is for a one year period effective April 1, 2018 thru March 31, 2019 and shall not exceed \$261,600.00;
3. Upon certification by an official or employee of the City authorized to attest that the contractor 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. 405-1 et seq;
4. Pursuant to N.J.A.C. 5:30-5.5(c)2, the continuation of the contract after the expenditure of funds encumbered in the 2018 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 calendar year permanent budget and in the 2019 calendar year budget; and.

TITLE: MAR 14 2018

RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH NU WAY CONCESSIONAIRES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

5. The award of this contract 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.

Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in P.O.# 128579 Account No. 02-213-40-718-314 for payment of the above resolution.

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel
Certification Required
Not Required

RB
3-6-18

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.14.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA			
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
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 RENEWAL OF AN OPEN END CONTRACT TO NU WAY CONCESSIONARIES INC. FOR SENIOR CONGREGATE SITE NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Project Manager

Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of HHS
Phone/email	201.547.6560	sflanagan@cnj.org

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

Contract Purpose

The City of Jersey City via Resolution 16.195 dated March 23, 2016, awarded a one year open-end contract in the amount of \$261,600.00 to Nu- Way Concessionaires Inc. for Senior Congregate Site Nutrition Program for the Department of Health and Human Services. The option to renew the contract for an additional year. The contract for period effective April 1, 2018 — March 31, 2019. The total cost of the contract renewal shall not exceed the contract amount of \$261,600.00; and

Cost (Identify all sources and amounts)

Contract - \$261,600.00

Contract term (include all proposed renewals)

April 1, 2018 — March 31, 2019

Type of award

Contract

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/16/18
Date

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): Karen Ann Muller Office Manager

Representative's Signature: [Handwritten Signature]

Name of Company: DUWAY CONCESSIONAIRES

Tel. No.: 201-997-4851 Date: 1-17-18

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0280



TAXPAYER NAME
MUEYIA-CONCESSIONAIRES, INC.
TRADE NAME
SEQUENCE NUMBER
TAXPAYER IDENTIFICATION#

221-933-6167000
ADDRESS
345 BERGEN AVE
KEARNY, NJ 07030
EFFECTIVE DATE
08/20/71
FORM-BRC(08-01)

ISSUANCE DATE
10/05/04

[Signature]
Director

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

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

The contractor and the Norway of Kearny, NJ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") 42 USC 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): Yvonne Ann Muller - Office Manager
Representative's Signature: Yvonne Ann Muller
Name of Company: Norway Concessionaires
Tel. No.: 201-997-4951 Date: 1-12-18

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 : DeWay Concessionaires
Address : 339-345 Bergen Avenue
Stearny NJ 07082
Telephone No. : 201-997-4887
Contact Name : Michael Liegel

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: NuWay Concessionaires
Address: 339-345 Bergen Avenue
Kearny NJ 07032
Telephone No.: 201-997-4851
Contact Name: Michael Liegel

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**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).

Steven Fulop for Mayor 2017	Miza Prinz-Arey for Council
Lavatro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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
George Carfora	Main Ave Woodridge NJ 07025
Joseph Pantaleo	Oak Ridge Road, 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: Up Way Provisions, Inc.
 Signature of Affiant: [Signature] Title: General Manager
 Printed Name of Affiant: Michael Lopez Date: 1-17-18

Subscribed and sworn before me this 17 day of January, 2018

My Commission expires: _____

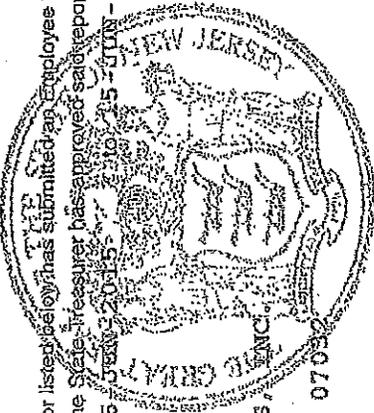
[Signature]
 (Witnessed and attested by)
Karen Ann Muller
 Office Manager (Seal)

Karen Ann Muller
 NOTARY PUBLIC
 State of New Jersey
 My Commission Expires 2/11/2020

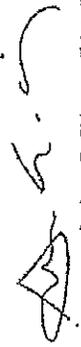
Certification 4766

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 months from 01/15/2015 to 04/15/2018



NU-WAY CONCESSIONARIES, INC.
329-345 BERGEN AVENUE
KEARNY NJ 07032



Andrew P. Sidamon-Eristoff
State Treasurer

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Nulway Concessionaires (name of business entity) has not made any reportable contributions in the **one-year period preceding 2018 (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 Nulway Concessionaires (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: Nulway Concessionaires

Signature: [Signature] Title: General Manager

Print Name: Michael Kiege Date: 1-17-18

Subscribed and sworn before me
this 17 day of January, 2018.
My Commission expires

[Signature]
(Affiant)
Karen Ann Muller
(Print name & title of affiant) (Corporate Seal)
Office Manager

Karen Ann Muller
NOTARY PUBLIC
State of New Jersey
My Commission Expires 2/11/2020

**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. 19-300

Agenda No. 10.z.19

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND P&A ADMINISTRATIVE SERVICES, INC. FOR A PERIOD OF THREE MONTHS, FEBRUARY 1, 2019 THROUGH APRIL 30, 2019 TO ADMINISTER THE FLEXIBLE SPENDING ACCOUNT, COBRA AND RETIREE BILLING

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the contract with P&A Administrative Services, Inc. to provide administrative services in connection with the Flexible Spending Account (FSA) and the mailing of COBRA notices and the collections of premiums for COBRA and retiree coverages expired on January 31, 2019; and

WHEREAS, the City of Jersey City (City) needs to continue the services of a third party administrator for the administering of the FSA, COBRA notices and collecting of premiums; and

WHEREAS, the City has prepared bid specifications and will be soliciting bids for a new contract for the services of a third party administrator and advertised for bids in mid March 2019; and

WHEREAS, the City desires to extend the present contract for an additional three (3) month period, effective February 1, 2019 and ending on April 30, 2019; and

WHEREAS, N.J.S.A. 40A:11-15 authorizes the extension of a contract when a municipality has commenced rebidding prior to the time the contract expires; and

WHEREAS, N.J.A.C. 5:30-11.9 requires that any change order which increases the contract amount by more than 20% be authorized by resolution; and

WHEREAS, the total cost of the contract extension is Eighteen Thousand Dollars (\$18,000.00); and

WHEREAS, these funds are available in account No. 01-201-23-220-312.

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

1. The three (3) month extension of the contract with P&A Administrative Services, Inc. to administer the Flexible Spending Account, mail COBRA notices and collect COBRA and retiree premiums is approved.

TITLE:

RESOLUTION AUTHORIZING THE EXTENSION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND P&A ADMINISTRATIVE SERVICES, INC. FOR A PERIOD OF THREE MONTHS, FEBRUARY 1, 2019 THROUGH APRIL 30, 2019 TO ADMINISTER THE FLEXIBLE SPENDING ACCOUNT, COBRA AND RETIREE BILLING

2. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the Fiscal year 2019 temporary budget shall be subject to the availability and appropriation of sufficient funds in the Fiscal Year 2019 permanent budget.
3. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) of this award.

I, Elizabeth Castillo, Acting Chief Financial Officer hereby certifies that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

P.O.# 132960


 Elizabeth Castillo
 Acting Chief Financial Officer

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
3-13-19

APPROVED: _____

Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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

09/28/17

Taxpayer Identification# 161-324-521/000

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 (809)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: P&A ADMINISTRATIVE SERVICES INC	TRADE NAME: P&A GROUP	
ADDRESS: 17 COURT ST STE 500 BUFFALO NY 14202-3294	SEQUENCE NUMBER: 1881869	
EFFECTIVE DATE: 12/13/11	ISSUANCE DATE: 09/28/17	
	 Director New Jersey Division of Revenue	



17 Court Street, Suite 500
Buffalo, New York 14202
800-688-2611
www.padmin.com

March 11, 2019

To: Ms. Michaline Yurcik

Subject: Extension of Current COBRA/Retiree Billing Contract

The following confirms that the current COBRA and Retiree Billing contract is to be extended for ninety days.

Please let us know if you have any questions.

Very truly yours,

John Puglisi

John Puglisi

Manager New York Metropolitan Area

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

City Clerk File No. Res. 19-301

Agenda No. 10.Z.20

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH EXPRESS SCRIPTS, INC. FOR A PERIOD OF THREE (3) YEARS, APRIL 1, 2019 THROUGH MARCH 31, 2022, TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the contract with Express Scripts, Inc. to provide a prescription drug plan for eligible employees of the City of Jersey City (City) expires on March 31, 2019; and

WHEREAS, the City must continue to provide a prescription drug plan to City employees pursuant to collective bargaining agreements with municipal labor unions and pursuant to City Ordinance Section 53-40; and

WHEREAS, the City solicited proposals and received five (5) responses; and

WHEREAS, the City desires to enter into a contract with Express Scripts, Inc. for a period of three (3) years, commencing on April 1, 2019 and ending on March 31, 2022; and

WHEREAS, a three (3) year contract is authorized pursuant to N.J.S.A. 40A:11-15(6); and

WHEREAS, the City may enter into an agreement for a prescription drug plan pursuant to N.J.S.A. 40A:11-5 (1)(m) as an Extraordinary Unspecifiable Service (EUS); and

WHEREAS, the City requires that the resolution authorizing the award of a contract for "Extraordinary Unspecifiable Services" with receipt of proposals and the contract itself be available for public inspection; and

WHEREAS, Brian Platt, the City Business Administrator has certified that these services qualify as an extraordinary, unspecifiable service under the Local Public Contracts Law N.J.S.A 40A:11-5(1) (a) (ii); and

WHEREAS, the total amount of the three year contract including administrative fees and self-funding of prescription claims is broken down as the following: Twenty Eight Million Eight Hundred Fifty Six Thousand Five Hundred and Eight Dollars (\$28,856,508.00) for the first year, Thirty Million Two Hundred Twenty One Thousand Seven Hundred Sixty One Dollars (\$30,221,761.00) for the second year and Thirty Two Million Four Hundred Forty Five Thousand Five Hundred Seventy One Dollars (\$32,445,571.00) for the third year; and

WHEREAS, during the term of the contract the Purchasing Agent is authorized to issue change orders, as necessary, not to exceed twenty (20%) percent, to cover cost increases caused by the hiring of additional employees, or by increased drug costs, or by increased utilization of the plan by employees; and

City Clerk File No. Res. 19-301Agenda No. 10.Z.20TITLE: **MAR 27 2019**

RESOLUTION AUTHORIZING AN AGREEMENT WITH EXPRESS SCRIPTS, INC. FOR A PERIOD OF THREE (3) YEARS, APRIL 1, 2019 THROUGH MARCH 31, 2022, TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

WHEREAS, Express Scripts, Inc. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$1,500,000.00 are available in the 2019 year budget in account No. 01-201-23-220-805, Department of Human Resources.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract, in substantially the form of the attached, with Express Scripts, Inc. to provide a prescription drug plan for a term of three (3) years beginning on April 1, 2019 and expiring on March 31, 2022 for a total contract amount not to exceed \$91,523,840.00.
2. The contract is authorized as an Extraordinary Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(m), N.J.S.A. 40A:11-5(1)(a)(ii), and because of the reasons stated in the EUS certification attached hereto.
3. Pursuant to N.J.A.C. 5:30-5.5(d) the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in subsequent fiscal year budgets.
4. Upon certification by an official or an employee of the City authorized to attest that Express Scripts, Inc. has provided services in accordance with the contract, then; payment to Express Scripts, Inc. shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) of this award.
6. During the term of the contract the Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) percent of the original contract amount, as may be necessary because of cost increases resulting from the hiring of new City employees, or from increased usage and cost of medications.
7. The award of this agreement shall be subject to the condition that Express Scripts, Inc. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 19-301

Agenda No. 10.Z.20

TITLE: MAR 27 2019

RESOLUTION AUTHORIZING AN AGREEMENT WITH EXPRESS SCRIPTS, INC. FOR A PERIOD OF THREE (3) YEARS, APRIL 1, 2019 THROUGH MARCH 31, 2022, TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

- 8. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this resolution.

I, Elizabeth Castillo, Acting Chief Financial Officer hereby certify that funds in the amount of \$1,500,000.00 are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. in account 01-201-23-220-801.

PO 133143

Elizabeth Castillo

Elizabeth Castillo
Acting Chief Financial Officer

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

MAR 27 2019

EXTRAORDINARY UNSPECIFIABLE SERVICE CERTIFICATION

TO: Municipal Council
FROM: Brian Platt, Business Administrator
DATE: March 13, 2019
SUBJECT: This is a contract for the Employee Prescription Drug Plan.

This to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Express Scripts, Inc.
Cost: \$91,523,840
Duration: April 1, 2019 thru March 31, 2022
Purposes: To supply City employees and retirees with a prescription plan.

This is to request an award of a contract with the receipt of proposals as an Extraordinary Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:30. I do hereby certify to the following:

1. Provide a clear description of the work to be done.

This contract will meet all union contracts and executive orders pertaining to management employees to provide prescription drug plan coverage to all eligible employees, retirees and their dependents.

2. Describe in detail why the contract meets the provisions of the statute and rules.

This is a contract for insurance made pursuant to N.J.S.A. 40A:11-5(1)(m).

3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specification because:

The performance of the services requires expertise in a variety of fields including having a thorough knowledge and understanding of the the insurance industry and prescription benefits.

4. Describe the solicitation of quotations:

Name Dispensing and Administrative Fee

ESI - \$.50 per retail claim, \$.25 per retail 90-day claim, \$0 per mail claim, \$0 per specialty claim.

ESI Medicare Plan - \$.50 per retail claim, \$.25 per retail 90-day claim, \$0 per mail claim, \$.70 per specialty claim, \$9.95 per member per month.

CVS - \$.45 per retail claim, \$0 per retail 90-day claim, \$0 per mail claim, \$0 per specialty claim.

CVS Medicare Plan - \$.75 per retail claim, \$0 per retail 90-day claim, \$0 per mail claim, \$.75 per specialty claim, \$6.50 per member per month.

Optum - \$.80 per retail claim, \$0 per retail 90-day claim, \$0 per mail claim, \$0 per specialty claim.

Optum Medicare Plan - \$.95 per retail claim, \$0 per retail 90-day claim, \$0 per mail claim, \$2.50 per specialty claim, \$8.00 per member per month.

Phoenix - \$1.25 per retail claim, \$0 per retail 90-day claim, \$0 per mail claim, \$0 per specialty claim, \$0 per member per month.

Phoenix Medicare Plan- No response

ProAct - \$1.00 per retail claim, \$0.20 per retail 90-day claim, \$0 per mail claim, \$0 per specialty claim

ProAct Medicare Plan- \$.95 per retail claim, \$0 per retail 90-day claim, \$0 per mail claim, \$20.50 per member per month

5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,



Name: Brian Platt
Title: Business Administrator

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 BETWEEN THE CITY OF JERSEY CITY AND EXPRESS SCRIPTS, INC. FOR A PERIOD OF THREE YEARS, APRIL 1, 2019 THROUGH MARCH 31, 2022 TO PROVIDE A PRESCRIPTION DRUG PLAN FOR ELIGIBLE CITY EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICES (EUS)

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@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 provide prescription plan coverage to all eligible active and retired employees with the current Prescription Benefit Manager (PBM) at the current rates.

Proposals were submitted by Express Scripts, CVS and Optum. Express Scripts' combination of discounts, fees and rebates came in better than the other two proposals.

Cost (Identify all sources and amounts)

Account: 01-201-23-220-805
\$28,856,508.00 – 1st year; \$30,221,761.00 – 2nd year; \$32,445,571.00 – 3rd year.

Contract term (include all proposed renewals)

Three years (April 1, 2019 - March 31, 2022).

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/8/19
Date

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Express Scripts (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 Express Scripts (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: Express Scripts

Signed: Tom Petyes Title: Vice President & general manager

Print Name: Tom Petyes Date: 10/15/18

Subscribed and sworn before me
this 15th day of October, 2018.
My Commission expires:

(Affiant)

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

HOLLY Z. KAELIN
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: July 18, 2020
Commission Number: 12505872

Holly Z Kaelin

****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.**

0:\WP\DOCS\2018\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

Requisition #
0187806

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Assigned PO #

Requisition

Vendor
EXPRESS SCRIPTS
1 EXPRESS WAY
ST. LOUIS MO 63121

Dept. Bill To
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

Dept. Ship To
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

EX196349

Contact Info
Michaline Yurcik
0000000547

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	PRESCRIPTION PLAN PRESCRIPTION DRUG PLAN FOR ACTIVES, RETIREES AND THEIR ELIGIBLE DEPENDENTS CONTRACT PERIOD 4/1/19 THRU 3/31/22 TOTAL CONTRACT AMOUNT: \$91,523,840.00 TEMPORARAY ENCUMBRANCY: \$1,500,000.00 THREE (3) YEAR CONTRACT: 4/1/9-3/31/22 PPVS	01-201-23-220-805	1,500,000.00	1,500,000.00

Requisition Total 1,500,000.00

Req. Date: 03/07/2019

Requested By: MICHALNE

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

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

City Clerk File No. Res. 19-302

Agenda No. 10.z.21

MAR 27 2019

Approved: _____

TITLE:



**RESOLUTION AUTHORIZING THE EXTENSION OF AN AGREEMENT
BETWEEN THE CITY OF JERSEY CITY AND USABLE LIFE
INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR NON-
MANAGEMENT EMPLOYEES FOR A PERIOD OF ONE MONTH FROM
MARCH 1, 2019 TO MARCH 31, 2019**

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(m), Resolution 16.155 approved March 19, 2016 awarded a one year Extraordinary Unspecifiable Service contract to USABLE Life Insurance Company to provide life insurance for non-management employees; and

WHEREAS, the contract provided the City of Jersey City (City) with options to renew the contract for two (2) additional one (1) year terms at the same rate as the base year contract; and

WHEREAS, the City has exercised both options and wishes to extend the present contract with USABLE Life Insurance Company for a period of one (1) month effective as of March 1, 2019 and ending March 31, 2019; and

WHEREAS, the City is currently soliciting requests for proposals for a new contract with proposals to be submitted by February 20, 2019; and

WHEREAS, the total cost of the contract extension is TWENTY SIX THOUSAND DOLLARS (\$26,000.00); and

WHEREAS, these funds are available in account No. 01-201-23-220-809,

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

1. A one (1) month extension from March 1, 2019 to March 31, 2019 of the contract with USABLE Life Insurance Company to provide non-management life insurance is approved.

TITLE:

RESOLUTION AUTHORIZING THE EXTENSION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND USABLE LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR NON-MANAGEMENT EMPLOYEES FOR A PERIOD OF ONE MONTH FROM MARCH 1, 2019 TO MARCH 31, 2019

- 2. Notice of this action shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.

I, Elizabeth Castillo, Acting Chief Financial Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et.seq.

PO# 132961

Elizabeth Castillo

Elizabeth Castillo
Acting Chief Financial Officer

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
3-13-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne

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 EXTENSION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND USABLE LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR NON-MANAGEMENT EMPLOYEES FOR A PERIOD OF ONE MONTH FROM MARCH 1, 2019 TO MARCH 31, 2019

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@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 provide life insurance for non-management employees, as per contractual agreement with unions. The City is currently soliciting quotes with proposals to be submitted by February 20, 2019.

Cost (Identify all sources and amounts)

Account; 01-201-23-220-809
\$26,000.00 – one month

Contract term (include all proposed renewals)

One month (March 1, 2019 – March 31, 2019).

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

2/21/19



March 10, 2019

PETER FOLGADO
DIRECTOR OF PURCHASING, RPPO, QPA
CITY OF JERSEY CITY
DIVISION OF PURCHASING
394 CENTRAL AVE, 3RD FLOOR
JERSEY CITY, NJ 07307
peterf@icnj.org

Re: USAble Life – Policy #50003019

Dear Mr. Fogado.

This is confirmation that USAble Life will continue to provide Life/AD&D coverage at the current rates and coverage amounts through March 31, 2019.

Sincerely,

A handwritten signature in cursive script that reads "Liz W. Hoidahl".

Liz W. Hoidahl
Sales Account Executive



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: USABLE LIFE INSURANCE COMPANY

Trade Name:

Address: 400 WEST CAPITOL AVE
LITTLE ROCK, AR 72201-3436

Certificate Number: 1486327

Effective Date: May 11, 2009

Date of Issuance: April 04, 2018

For Office Use Only:

20180404155325445

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

City Clerk File No. Res. 19-303

Agenda No. 10.z.22

Approved: MAR 27 2019

TITLE:



RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH OTTO J. HETZEL, ESQ. TO PROVIDE THE CITY OF JERSEY CITY WITH LEGAL SERVICES IN CONNECTION WITH THE HUD AUDIT OF THE CITY OF JERSEY CITY'S CDBG HUD ENTITLEMENT PROGRAM

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) required the services of an attorney to represent the City in the connection with the United States Department of Housing and Urban Development's (HUD) audit of the City's Community Development Block Grant (CDBG) HUD entitlement program; and

WHEREAS Resolution 17-077, approved on January 25, 2017, awarded a six month contract in the amount of \$50,000.00 to Otto J. Hetzel, Esq., 5015 Allan Road, Bethesda, MD 201816, to provide legal services to the City in connection with the HUD audit; and

WHEREAS, the City continues to need the legal services of Otto J. Hetzel, Esq. in connection with the HUD audit; 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 Director of the Division of Community Development, has determined and certified in writing the value of the contract will exceed \$17,500.00; 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, Otto J. Hetzel, Esq. has completed and submitted a Business Entity Disclosure Certification which certified that he 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 Otto J. Hetzel, Esq. from making any reportable contributions during the term of the contract; and

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

WHEREAS, Otto J. Hetzel, Esq. has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the total contract amount shall not exceed the sum of \$50,000.00; and

WHEREAS, the term of the contract shall be twelve (12) months effective March 27, 2019; and

WHEREAS, funds in the amount of \$50,000 are available in Account No. 01-201-20-170-312; 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:

TITLE: RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH OTTO J. HETZEL, ESQ. TO PROVIDE THE CITY OF JERSEY CITY WITH LEGAL SERVICES IN CONNECTION WITH THE HUD AUDIT OF THE CITY OF JERSEY CITY'S CDBG HUD ENTITLEMENT PROGRAM

1. A 12 month contract effective March 27, 2019 with the law firm of Otto J. Hetzel, Esq. is hereby awarded for a total contract amount not to exceed \$50,000, including expenses, which is based on the following fee schedule:
 - Partner/Principal: \$400 per hour from March 27, 2019 until the end of the contract
 - Senior Manager: \$200 per hour from March 27, 2019 until the end of the contract
 - Experts: \$ 495 per hour from March 27, 2019 until the end of the contract
 - Professional Staff: Variable but not to exceed \$250 per hour
2. This contract is awarded without competitive contracting as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq;
3. The award of this contract is subject to the condition that Otto J. Hetzel, Esq. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq;
4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as the Corporation Counsel deems appropriate or necessary;
5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution; and
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, shall be placed on file with this resolution.

I, _____, Elizabeth Castillo, Acting Chief Financial Officer, hereby certify that funds in the amount of \$50,000.00 are available in Account no. 01-201-20-170-312.

RR/kn/mma 3/14/19
 APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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 –

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 ordinance.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH OTTO J. HETZEL, ESQ. TO PROVIDE THE CITY OF JERSEY CITY WITH LEGAL SERVICES IN CONNECTION WITH THE HUD AUDIT OF THE CITY OF JERSEY CITY'S CDBG HUD ENTITLEMENT PROGRAM

Initiator

Department/Division	Business Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	201-547-4513	BPlatt@jcnj.org

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

Resolution Purpose

This resolution authorizing to award a professional services agreement with Otto J. Hetzel, Esq. to provide the City of Jersey City with legal services in connection with the HUD audit of the Jersey City CDBG HUD entitlement program.

I certify that all the facts presented herein are accurate.



Signature of Department Director

March 20, 2019
Date

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

BY AND BETWEEN THE

CITY OF JERSEY CITY, NEW JERSEY

AND

OTTO J. HETZEL, ESQUIRE

THIS AGREEMENT is by and between the City of Jersey City, New Jersey, hereinafter referred to as the "City," and Otto J. Hetzel, Esquire, hereinafter referred to as the "Contractor."

This contract, effective March __, 2019, sets forth the terms and conditions of Contractor's engagement for provision of professional legal services in advising the City with respect to issues that have arisen concerning the administration of its community development programs, and especially the actions which should be undertaken to address the matter raised in an Audit Report issued by the Office of Inspector General (OIG) of the United States Department of Housing and Urban Development (HUD) (2016-NY-1007), completed March 30, 2016, regarding the City's administration of its Community Development Block Grant program (CDBG), specifically Audit Finding 1A.

WITNESSETH THAT:

WHEREAS, the City of Jersey City is an Entitlement Community receiving funds over a number of years from HUD's CDBG program, concerning which the HUD OIG has alleged in an audit of the City's CDBG program (2016-NY-1007), completed March 30, 2016, that the City did not properly administer its CDBG program in accordance with HUD rules and requirements; and

WHEREAS, in its audit report the HUD OIG alleged the City inappropriately used nearly \$16,206,508 million of its CDBG funds for ineligible activities and that the City should be required by the Director of the HUD Newark, N.J. Office of Community Planning and Development (CPD) to repay certain of these funds, unless adequate support is shown;

WHEREAS, the City is desirous of obtaining professional legal services to review its administration of its CDBG and other community development programs, advise the City in addressing the issues raised by HUD and its OIG, especially regarding the City's allegedly improper use of federal funds, and the actions necessary to respond effectively to the various HUD allegations, including advising the City of its legal position and procedural rights under

these programs, in order to resolve the HUD allegations; and

WHEREAS, the City has determined to procure the professional legal services of Contractor to provide legal representation concerning the matters in dispute with HUD,

NOW, THEREFORE, the parties to the contract do mutually agree as follows:

A. SCOPE OF SERVICES

1. This contract is for the professional legal services of Contractor to clear Audit Finding 1A, to evaluate the HUD OIG 2016 Audit Report on this program, and to recommend and prepare the work necessary for the City to respond effectively to HUD on the issues raised by the Audit Finding 1A and the significant amount of funds HUD has claimed may need to be repaid from City non-federal funds.
2. Contractor will review the relevant existing documentation and correspondence regarding the City's administration of its HUD CDBG programs, evaluate the matters raised by the HUD OIG and the Newark, N.J. HUD CPD office regarding the audit, and research, assist in preparation of written responses to HUD and advise the City on potential legal and administrative actions the City may take with respect to these matters.
3. Contractor will provide the City with periodic memoranda analyzing the issues relating to the current dispute with HUD and potential actions the City should consider in responding effectively to the matters raised by the HUD OIG audit, and regarding other community development programs of the City, and help ensure the City's future administration of these federal community development funds comply with applicable federal rules and requirements.
4. Contractor will represent the City with respect to the issues raised by Audit Finding 1A, as appropriate, including assistance in preparation of City responses to HUD on the issues raised, as well as advice and assistance in resolving the OIG audit findings and any monitoring or other findings that may arise. Additional issues often arise in the process of such monitoring actions by HUD and in resolution of issues, and these matters will be included in the professional legal services provided, as required.
5. The term of this contract is 12 months effective as of March ____, 2019.

B. SCHEDULE OF PERSONNEL AND COMPENSATION

1. SCHEDULE OF CONTRACTOR PERSONNEL AND HOURLY FEES

Otto J. Hetzel, Esq. and William Eargle, CPA will provide professional services for this contract, with other professionals as necessary and appropriate. Specifically, Mr. Hetzel is hereby authorized to retain the services of Robert Freilich. Otto Hetzel is a former Associate General Counsel of HUD, with significant expertise in handling compliance for

local jurisdictions with HUD requirements. Mr. Hetzel's hourly fee is \$400 per hour. William Eargle is a former Deputy Assistant Secretary for HUD's Community Planning and Development Program (CPD) and Comptroller of CPD. Mr. Eargle's hourly fee is \$200 per hour. Dr. Robert H. Freilich is currently Principal in the firm of Freilich & Popowitz LLP and is considered one of the nation's leading planning, real estate transaction, development and land use consultants. He has served as an expert witness on behalf of municipalities seeking to challenge a HUD audit on numerous occasions. Mr. Freilich's hourly fee is \$ 495. If appropriate in his judgment, and with prior approval by the City, Contractor may utilize the assistance of other legal counsel or consultants with relevant expertise. Their rates will be similar to the above rates or in some cases lower, depending upon the level of expertise and experience of the person involved, or a paralegal may be used for particular tasks to reduce costs.

2. IMPORTANCE OF ATTORNEY SUPERVISION OF PROFESSIONALS

Any expert professionals who are retained under this contract will operate under the direct supervision of Mr. Hetzel. This ensures that all communications with the City and work performed under this contract will come under the attorney-client privilege and work product protections from disclosure.

3. REIMBURSABLE EXPENSES

- a. Travel, including air or train fare, transportation to and from airports or stations, automobile travel, local travel, including car rental fees, taxi fares, auto mileage at applicable IRS rates per mile, parking, lodgings, local telephone and meals, with advance notice to and approval of the City. Reasonable travel time will be billable.
- b. Courier, Federal Express, and postage.
- c. Photocopying costs @ \$.20 per page.
- d. Long-distance telephone charges.
- e. Fax charges, if long-distance charges.
- f. Supplies for presentation materials, etc.
- g. Other costs as required, with the prior approval of the City.

4. CONTRACT AMOUNT

Contractor will submit its hourly fees and expenses in periodic invoices to the City for payment. The City will pay those amounts invoiced by Contractor for its services and expenses under the Scope of Services above in this Contract; the amount to be paid Contractor under this contract is not to exceed \$50,000 with any additional amounts subject to further written agreement of the Parties.

C. TERMINATION

This contract may be terminated by either party with 30 days written notice to the other party at the addresses listed below. Contractor will be paid for any services and expenses incurred prior to the receipt of such notice of termination.

D. INDEMNIFICATION

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, and hold harmless City and any and all of its officials, employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent same are caused in whole or in part by any gross negligent act, error, or omission of Contractor, its officers, agents, employees or subcontractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

E. INSURANCE

Contractor shall, at its expense, secure and maintain throughout the term of this Agreement Professional Liability Insurance, with minimum limits of liability of \$1,000,000 combined single limit coverage against loss or damages because of wrongful or negligent acts or omissions by the named insured.

F. ASSIGNMENT

Unless otherwise agreed to in writing by the City, the City will recognize no assignment of this Agreement by Contractor. Any such assignment without such consent shall be void and shall, at the option of City, terminate this Agreement.

G. INDEPENDENT CONTRACTOR

Contractor understands and acknowledges that Contractor is an independent contractor, not an employee, partner, agent, or principal of City. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the Parties. Contractor has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom Contractor uses in performing services under this Agreement. Contractor shall provide the required services in Contractor's own manner and method, except as this Agreement specifies. Contractor shall treat a provision in this Agreement that may appear either to give City the right to direct Contractor as to the details of doing the work, or to exercise a measure of control over the work, as giving Contractor direction only as to the work's end result.

H. RECORD RETENTION AND INSPECTION

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, in accordance with accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

I. ADDRESSES OF PARTIES FOR COMMUNICATIONS UNDER THIS CONTRACT

For purposes of any notices or communications under this contract:

1. The Contractor's correspondence address is:

5015 Allan Road
Bethesda, MD 20816

2. The City's address is:

280 Grove Street
Jersey City, NJ 07302

J.

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.

K.

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.

L.

CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they 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 Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

M.

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00.)

N.

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.) of 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.

O.

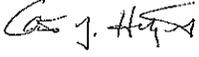
City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESSETH WHEREOF, the City and the Contractor have executed this Agreement as of the date above inserted and this contract shall be effective on such date, and the parties intend to be legally bound hereby.

OTTO J. HETZEL, ESQUIRE

THE CITY OF JERSEY CITY, NEW JERSEY



Otto J. Hetzel, Attorney at Law

BY: _____

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

City Clerk File No. Res. 19-304

Agenda No. 10.z.23

Approved: MAR 27 2019

TITLE:



RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH HUNT, HAMLIN & RIDLEY TO REPRESENT LIEUTENANT TERRANCE CROWLEY AND POLICE OFFICER JOHN PETERS IN THE MATTER OF KELLY CHESLER, ET AL. V. CITY OF JERSEY CITY, ET AL.

WHEREAS, the Municipal Council of the City of Jersey City ("City") adopted Resolution no. 17-281 on March 22, 2017, authorizing a renewal of a professional services agreement effective February 23, 2017 with Hunt, Hamlin & Ridley for a total contract amount not to exceed \$50,000.00 to represent Lieutenant Terrance Crowley and Police Officer John Peters who were named in a complaint filed by Kelly Chesler and Joseph Ascolese in the U.S. District Court of New Jersey on March 10, 2015 alleging defendants violated their civil rights, their Conscientious Employee Protection Act rights and violations of the Law Against Discrimination; and

WHEREAS, the City awarded the contract to Hunt, Hamlin & Ridley under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the professional services contract with Hunt, Hamlin & Ridley was stayed pursuant to Judge Susan D. Wigenton's Order in a criminal matter; and

WHEREAS, the stay has been lifted and it is necessary to resume contract with Hunt, Hamlin & Ridley; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contracts to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary for the City to ratify the renewal of its professional services contract with Hunt, Hamlin & Ridley for an additional twelve month period effective February 23, 2019; and

WHEREAS, because all the contract funds were expended it is necessary to amend the contract to increase the contract amount by an additional **\$50,000.00** at the same rate of **\$150.00** per hour including expenses; and

WHEREAS, a temporary encumbrance in the amount of \$10,000.00 is available in **Account No. 19-01-201-23-210-312**; and

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

WHEREAS, the 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 award of a contract with the law firm of Hunt, Hamlin & Ridley to represent Lieutenant Terrance Crowley and Police Officer John Peters in the Kelly Chesler and Joseph Ascolese litigation is hereby renewed for one year effective **February 23, 2019**, and the contract is increased by an additional \$50,000.00, for a total contract amount of **\$100,000.00**, including expenses;

TITLE:

RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH HUNT, HAMLIN & RIDLEY TO REPRESENT LIEUTENANT TERRANCE CROWLEY AND POLICE OFFICER JOHN PETERS IN THE MATTER OF KELLY CHESLER, ET AL. V. CITY OF JERSEY CITY, ET AL.

- 2. The award of this contract shall be subject to the condition that Hunt, Hamlin & Ridley provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;
- 3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;
- 4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
- 5. 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.;
- 6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
- 7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in **Account No.: 19-01-201-23-210-312** for payment of this resolution. P.O. No. 133046

Elizabeth Castillo
Elizabeth Castillo, Acting Chief Financial Officer

3X
03/11/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
3-14-19

APPROVED: 16 _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY		ABSTAIN		YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
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 RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH HUNT, HAMLIN & RIDLEY TO REPRESENT LIEUTENANT TERRANCE CROWLEY AND POLICE OFFICER JOHN PETERS IN THE MATTER OF KELLY CHESLER, ET AL. V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

This matter is still ongoing and it is necessary to renew for an additional twelve months. Outside counsel is representing Lieutenant Terrance Crowley and Police Officer John Peters in a complaint filed in the US District Court by Kelly Chesler and Joseph Ascolese alleging defendants violated their civil rights, CEPA rights and in violation of LAD.

Cost (Identify all sources and amounts)

\$50,000
Insurance Fund Commission.
19-01-201-23-210-312

Contract term (include all proposed renewals)

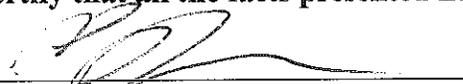
One Year

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

3/19/19
Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Hunt, Hamlin & Ridley, Military Park Building, 60 Park Place, 16th Floor, Newark, NJ 07102 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Kelly Chesler, et al. v. City of Jersey City, et al.*

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT

professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Term.

The term of this agreement is twelve (12) months effective as of February 23, 2019.

C. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter

involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

D. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

E. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing

- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

F. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

G. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

H. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges

- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

I. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

J. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

K. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

L. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

M. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

N. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

O. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential

information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel 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.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating there from. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brain Platt
Business Administrator

WITNESS:

Hunt, Hamlin, & Ridley

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

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.

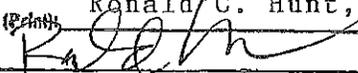
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**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): Ronald C. Hunt, Founding Partner

Representative's Signature: 

Name of Company: Hunt, Hamlin & Ridley

Tel. No.: 973-242-4471

Date: 3/11/2019



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: HUNT.HAMLIN & RIDLEY
Trade Name:
Address: 60 PARK PLACE 16TH FLOOR
NEWARK, NJ 07102-5511
Certificate Number: 1100895
Effective Date: October 28, 2004
Date of Issuance: March 11, 2019

For Office Use Only:
20190311152322192

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-AUG-2017** to **15-AUG-2024**

HUNT, HAMLIN & RIDLEY
60 PARK PLACE, 16TH FLOOR
NEWARK

NJ 07102



Ford M. Scudder

FORD M. SCUDDER
State Treasurer



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. FED. 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)

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 PUBLIC CONTRACTS

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 208

Trenton, New Jersey 08625-0208 Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

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

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

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

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

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

Ronald C. Hunt, Partner

Representative's Name/Title (Print): _____
Representative's Signature: R. C. Hunt
Name of Company: Hunt, Hamlin & Ridley
Tel. No.: 973-242-4471 Date: 3/11/2019

**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 : Hunt, Hamlin & Ridley
Address : 60 Park Place, 16th, Newark 07102
Telephone No. : (973) 242-4471
Contact Name : Ronald C. Hunt

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: Hunt, Hamlin & Ridley
Address: 60 Park Place, 16th Fl, Newark 0710
Telephone No.: (973) 242-4471
Contact Name: Ronald C. Hunt

Please check applicable category:

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

**Definitions
Minority Business Enterprise**

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

**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).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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: Hunt, Hamlin & Ridley
Signature of Affiant: [Signature] Title: Partner
Printed Name of Affiant: Ronald C. Hunt Date: 3/11/19

Subscribed and sworn before me this 11th day of March, 2019.
My Commission expires: 1/17/2023

[Signature]
(Witnessed or attested by)
Shonica Sharise Brown
(Seal)

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

City Clerk File No. Res. 19-305

Agenda No. 10.z.24

Approved: MAR 27 2019

TITLE:



RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH RAINONE COUGHLIN MINCHELLO, LLC TO REPRESENT THE CITY OF JERSEY CITY IN AN ARBITRATION

WHEREAS, an arbitration was filed under Docket No. AR -2019-225 regarding double time pay for the March 6, 2018 state of emergency declared by Governor Phil Murphy due to an anticipated snowstorm. Jersey City Public Employees Local 245 is now seeking double time pay for multiple days starting on or about March 6, 2018; and

WHEREAS, Corporation Counsel determined that it was necessary to appoint special counsel to act as an arbitrator on behalf of the City of Jersey City ("City"); and

WHEREAS, Rainone Coughlin Minchello, LLC is qualified to perform these services; and

WHEREAS, Rainone Coughlin Minchello, LLC agreed to provide its services at an hourly rate of **\$150.00** per hour, including expenses, for a total contract amount not to exceed **\$25,000.00**; and

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

WHEREAS, in October 2018, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Rainone Coughlin Minchello, LLC submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, the City is awarding this contract under the Fair and Open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

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

WHEREAS, an encumbrance in the amount of \$10,000.00 is available in **Account No. 19-01-201-20-155-312**; 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 award of an agreement with Rainone Coughlin Minchello, LLC to represent the City in an arbitration regarding double pay time is hereby ratified for one year effective **February 15, 2019**, for a total contract amount of **\$25,000.00**, including expenses;
2. The award of this contract shall be subject to the condition that Rainone Coughlin Minchello, LLC provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;

TITLE:

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH RAINONE COUGHLIN MINCHELLO, LLC TO REPRESENT THE CITY OF JERSEY CITY IN AN ARBITRATION

3. Subject to such modification as the Corporation Counsel deems appropriate or necessary, the Mayor or Business Administrator is authorized to execute the professional services agreement attached hereto;

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

5. 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.;

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and

7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget and in the subsequent fiscal year budget.

I, hereby certify that there are sufficient funds available in **Account No.: 19-01-201-20-155-312** for payment of this resolution. PO No. 133006

Elizabeth Castillo
Elizabeth Castillo, Acting Chief Financial Officer

03/13/2019

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.B.
3-18-19

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne

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 RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH RAINONE COUGHLIN MINCHELLO, LLC TO REPRESENT THE CITY OF JERSEY CITY IN AN ARBITRATION

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

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

It was necessary to hire outside counsel to represent the City of Jersey City for arbitration filed under docket no. AR-2019-225.

Cost (Identify all sources and amounts)

\$25,000
Insurance Fund Commission.
19-01-201-20-155-312

Contract term (include all proposed renewals)

One Year

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

3/19/19
Date

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

City Clerk File No. Res. 19-306

Agenda No. 10.z.25

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NATIONAL EXECUTIVE SERVICE CORPS TO CONDUCT A SEARCH FOR A NEW PUBLIC LIBRARY EXECUTIVE DIRECTOR

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) needs to conduct a search for a new Executive Director for the Jersey City Public Library; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a) the City informally solicited five quotes, including one from National Executive Services Corp., 1177 Avenue of the Americas, 5th floor, New York, New York 10036 in the total amount of twenty six thousand dollars (\$26,000.00); and

WHEREAS, the Purchasing Director believes the proposal of National Executive Services Corp. attached hereto, to be most advantageous, price and other factors considered; 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 et seq. (Pay-to-Play Law); and

WHEREAS, the Business Administrator 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 the Contractor has not made any reportable contributions to the political 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 are available for this contract in the **Operating Account**;

Account	PO #	Total Contract	Temp Encumbrance
01-201-20-100-312	132913	\$26,000.00	\$8,667.00

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

1. A contract is awarded to National Executive Services Corp. in the amount of \$26,000.00 to conduct a search for a new Executive Director for the Jersey City Public Library;
2. The term of the contract will be completed upon the delivery of goods or services;
3. Upon certification by an official or employee of the City authorized to administer the contract, the services have been performed and that the requirements of the contract met, then payment to the Contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

(Continue on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NATIONAL EXECUTIVE SERVICE CORPS TO CONDUCT A SEARCH FOR A NEW PUBLIC LIBRARY EXECUTIVE DIRECTOR

4. The Mayor or Business Administrator is authorized to execute a contract on behalf of the City of Jersey City;
5. 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, shall be placed on file with this resolution; and
6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2019 fiscal year permanent budget.

I Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	PO #	Total Contract	Temp Encumbrance
01-201-201-100-312	132913	\$26,000.00	\$8,667.00

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

March 8, 2019
 Date

PF/pv/RR
 3/5/19

APPROVED: _____

APPROVED AS-TO LEGAL FORM

R.R.
 3-21-19

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 6-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA		ABSENT	
PRINZ-AREY	✓			SOLOMON		✓		WATTERMAN	✓		
BOGGIANO		✓		ROBINSON	✓			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

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 NATIONAL EXECUTIVE SERVICE CORPS TO CONDUCT A SEARCH FOR A NEW PUBLIC LIBRARY EXECUTIVE DIRECTOR

Initiator

Department/Division	ADMINISTRATION	
Name/Title	BRIAN D. PLATT	
Phone/email	201-547-5147/bplatt@jcnj.org	

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

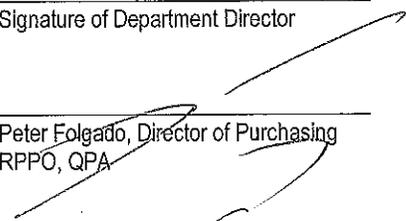
Resolution Purpose

To conduct a search for a new Executive Director for the Jersey City Public Library.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



Peter Folgado, Director of Purchasing
RPPO, QPA

3/8/19
Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2019 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Rainone Coughlin Minchello, LLC, 555 U.S. Highway One South, Suite 440, Iselin, NJ ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as an arbitrator in connection with an arbitration;

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

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs,

the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to

perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as

Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$25,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Term.

The term of this agreement is twelve (12) months effective as of January 22, 2019.

C. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

D. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

E. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system

- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

F. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

G. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

H. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings

- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

I. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

J. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

K. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

L. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

M. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

N. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

O. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel 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.

VI. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights

or obligations emanating there from. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

VII. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brain Platt
Business Administrator

WITNESS:

Rainone Coughlin Minchello, LLC

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.

2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.

3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.

4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

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): David L. Minchello, Esq.

Representative's Signature: _____

Name of Company: Rainone Coughlin Minchello, LLC

Tel. No.: 732-709-4182

Date: February 13, 2019

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

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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of its 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) David L. Minchello, Esq
Representative's Signature: [Signature]
Name of Company: Rainone Coughlin Minchello, LLC
Tel. No.: 732-709-4182 Date: February 13, 2019

**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 Rainone Coughlin Minchello LLC (name of business entity) has not made any reportable contributions in the ****one-year period preceding** 1/1/2019 (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 for the provision of legal services (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.

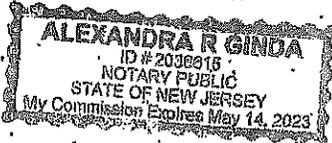
Name of Business Entity: Rainone Coughlin Minchello, LLC

Signed: [Signature] Title: Partner

Print Name: David L. Minchello, Esq. Date: February 13, 2019

Subscribed and sworn before me
this 13th day of February, 2019
My Commission expires: 6

Alexandra R Ginda
(Attain)
Alexandra Ginda
(Print name & title of attorney) (Corporate Seal)



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

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

Part I - Vendor Affirmation

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

Steven Fulop for Mayor 2017	Mira Prinz-Arcy for Council
Lavatro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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

Names of Stock or Shareholder	Home Address
Louis N. Rainone, Esq.	19 Papa Drive, Atlantic Highlands, NJ
Craig Coughlin, Esq.	1 Stern Place, Fords, NJ
David L. Minchello, Esq.	35 Maidenstone Drive, Ocean, 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.

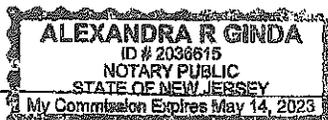
Name of Business Entity: Rainone Coughlin Minchello, LLC

Signature of Affiant: _____ Title: Partner

Printed Name of Affiant: David L. Minchello, Esq. Date: February 13, 2019

Subscribed and sworn before me this 13th day of February, 2019

My Commission expires:



Alexandra R. Ginda
(Witnessed or attested by)

(Seal)

Certification 57133

**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-FEB-2017** to **15-FEB-2024**

**RAINONE COUGHLIN MINCHELLO, LLC
1 WOODBRIDGE CENTER
WOODBRIDGE NJ 07095**



Ford M. Scudder

FORD M. SCUDDER
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: RAINONE COUGHLIN MINCHELLO LLC
Trade Name:
Address: 555 US HWY 1 S. STE.440
ISELIN, NJ 08830
Certificate Number: 2093302
Effective Date: December 13, 2016
Date of Issuance: February 06, 2018

For Office Use Only:
20180206111237642

**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 ~~National Executive Service Corp~~ 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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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. not for profit, no owners

Check the box that represents the type of business entity: 501(c)3

- 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.

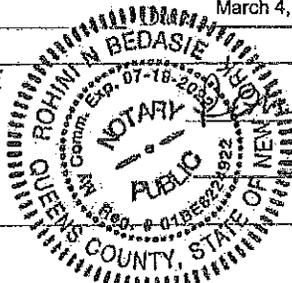
Name of Business Entity: National Executive Service Corps

Signature of Affiant: Michael Towers Title: CEO

Printed Name of Affiant: Michael Towers March 4, 2019

Subscribed and sworn before me this 6th day of March, 2019

My Commission expires: July 19, 2022



Rohini N. Bedasie
 (Witnessed or attested by)

 (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 National Executive Service Corps (name of business entity) has not made any reportable contributions in the ****one-year period preceding** March 4, 2019 (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 National Executive Service Corps (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

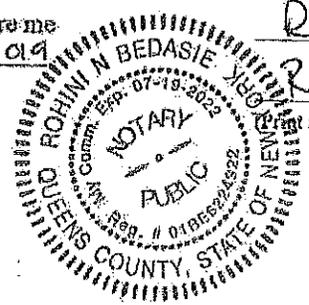
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: National Executive Service Corps

Signed: Michael Towers Title: CFO

Print Name: Michael Towers Date: 3/6/19

Subscribed and sworn before me
this 6 day of March, 2019
My Commission expires:
Rohini N. Bedasie (Affiant)
Rohini N. Bedasie (Corporate Seal)
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.**

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) National Executive Service Corps	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ 501(c)(3)	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 1177 Avenue of the Americas, 5th Floor City, state, and ZIP code New York, NY 10036 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																						
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																						
	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td>1</td><td>3</td><td>-</td><td>2</td><td>9</td><td>1</td><td>0</td><td>0</td><td>9</td><td>1</td></tr> </table>	Social security number												-						Employer identification number									1	3	-	2	9	1	0	0	9	1
Social security number																																						
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Employer identification number																																						
1	3	-	2	9	1	0	0	9	1																													

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below), and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶ <i>Michael Jordan</i>	Date ▶ 12/03/18
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

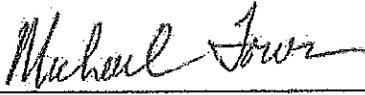
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**CITY OF JERSEY CITY, DIVISION OF PURCHASING
NEW VENDOR REGISTRATION FORM**

VENDOR NAME: National Executive Service Corps		FEDERAL IDENTIFICATION NO. (FEIN) 13-2910091	
PURCHASE ORDER/VOUCHER ADDRESS:			
STREET ADDRESS: 1177 Avenue of the Americas, 5th floor		CITY/STATE/ZIP: New York, NY 10036	
TEL/EXT #: 212-269-1234	FAX #: 646-304-7169		
VENDOR CONTACT/AUTHORIZED REP NAME: Michael Towers			
PRINT NAME: Michael Towers	SIGNATURE: 		
CONTACT #: 646-452-7229	FAX #: 646-304-7169	EMAIL: mtowers@nesc.org	
PAYMENT/REMITTANCE ADDRESS:			
STREET ADDRESS: same as above		CITY/STATE/ZIP:	
NAME/ATTN TO: Michael Towers			
TEL #:	FAX #:	EMAIL:	
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: Executive search		Are you related to any City employee or employed by the City of Jersey City? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Form 1099 Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
OWNER'S EEO/AFFIRMATIVE ACTION STATUS			
<input type="checkbox"/> LGBTQ <input type="checkbox"/> African American/Black <input type="checkbox"/> Hispanic/Latino <input checked="" type="checkbox"/> Caucasian/White <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Native American			
OWNER'S CLASSIFICATION/CERTIFICATION (Please select and provide the state's certification):			
<input type="checkbox"/> DBE (Disadvantaged Business Enterprise) <input type="checkbox"/> MBE (Minority Business Enterprise) <input type="checkbox"/> SBE (Small Business Enterprise) <input type="checkbox"/> WBE (Women Business Enterprise) <input type="checkbox"/> PWD (Disabled) <input type="checkbox"/> VBE (Veteran)			
NON-PROFIT? <input checked="" type="checkbox"/> Yes (include non-profit certification) <input type="checkbox"/> No			
PLEASE SELECT IF ACTIVELY PARTICIPATING IN ANY CONTRACTS BELOW			
<input type="checkbox"/> NJ State Contract <input type="checkbox"/> Buyboard <input type="checkbox"/> MiCTA <input type="checkbox"/> WSCA/NASPO <input type="checkbox"/> Bergen County <input type="checkbox"/> PSA <input type="checkbox"/> Union County <input type="checkbox"/> GSA <input type="checkbox"/> US Communities <input type="checkbox"/> NIPA/TCPN <input type="checkbox"/> NCPA <input type="checkbox"/> PEPPM <input type="checkbox"/> TIPS <input type="checkbox"/> NPP Gov <input type="checkbox"/> NJPA (Sourcewell) <input type="checkbox"/> MRESC/ESCNJ <input type="checkbox"/> KPN <input type="checkbox"/> HGAC-Buy <input type="checkbox"/> Other, (Name & Contract #):			
CITY EMPLOYEE REQUESTING VENDOR NUMBER:			
PRINT NAME: Jo Anne Eichenbaum	SIGNATURE:		EXT.:
PURCHASING DIVISION USE ONLY			
VENDOR NO. ISSUED BY:		TITLE:	DATE: / /
VENDOR NUMBER ASSIGNED:		BRC (Business Registration Certificate) #:	

(THE W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED WITH THIS FORM. TO APPLY FOR A BUSINESS REGISTRATION CERTIFICATE, CALL 609-292-9292 OR GO TO [HTTP://WWW.NJ.GOV/TREASURY/REVENUE/BUSREGCERT.SHTML](http://www.nj.gov/treasury/revenue/busregcert.shtml))

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 Towers CFO
Representative's Signature: 
Name of Company: National Executive Service Corps
Tel. No.: 646-452-7229 Date: March 4, 2019

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

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

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

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

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

Representative's Name/Title (Print): Michael Towers CFO
Representative's Signature: Michael Towers
Name of Company: National Executive Service Corps
Tel. No.: 646-452-7229 Date: March 4, 2019

**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: National Executive Service Corps
Address: 1177 Avenue of the Americas, 5th Floor, NY NY 10036
Telephone No. : 646-452-7299
Contact Name: Michael Towers

Please check applicable category:

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name : National Executive Service Corps
Address : 1177 Avenue of the Americas, 5th floor
Telephone No. : 646-452-7229
Contact Name : Michael Towers

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
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. PID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 17
4. COMPANY NAME National Executive Service Corps				
5. STREET 1177 Ave of the Americas 5 fl	CITY New York	COUNTY Manhattan	STATE NY	ZIP CODE 10036
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) none				
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> 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 1				
10. PUBLIC AGENCY AWARDED CONTRACT JC Library				
	CITY Jersey City	COUNTY Hudson	STATE NJ	ZIP CODE 07302
Official Use Only	DATE RECEIVED	IN AUG. 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														
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****									
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.					
Officials/ Managers	15	8	7							8								7
Professionals																		
Technicians																		
Sales Workers																		
Office & Clerical	2		2														1	1
Craftworkers (Skilled)																		
Operatives (Semi-skilled)																		
Laborers (Unskilled)																		
Service Workers																		
TOTAL	17	8	9							8							1	8
Total employment From previous report (if any)	178																	
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.																	

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1, YES <input checked="" type="checkbox"/> 2, NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 2/22/2019 To: 3/8/2019		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Michael Towers	SIGNATURE <i>Michael Towers</i>	TITLE CFO	DATE MO DAY YEAR 03 6 2019
17. ADDRESS NO. & STREET NESC, 1177 Ave Americas, 5 Fl	CITY New York	COUNTY Manhattan	STATE NY
	ZIP CODE 10036	PHONE (AREA CODE, NO., EXTENSION) 646 - 452 - 7229	

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/eessurvey/contract_compliance/pdfforms302a.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID, NO, OR SOCIAL SECURITY 13-2910091	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 17			
4. COMPANY NAME National Executive Service Corps					
5. STREET 1177 Ave of the Americas 5 fl	CITY New York	COUNTY Manhattan	STATE NY	ZIP CODE 10036	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) none					
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> 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 1					
10. PUBLIC AGENCY AWARDDING CONTRACT					
JC Library		CITY Jersey City	COUNTY Hudson	STATE NJ	ZIP CODE 07302
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												
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****							
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.			
Officials/ Managers	15	8	7						8							7
Professionals																
Technicians																
Sales Workers																
Office & Clerical	2		2										1		1	
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)																
Service Workers																
TOTAL	17	8	9						8				1		8	
Total employment From previous Report (if any)	n/a															
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.															

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 2/22/2019 To: 3/8/2019		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Michael Towers	SIGNATURE <i>Michael Towers</i>	TITLE CFO	DATE MO DAY YEAR 03 6 2019		
17. ADDRESS NO. & STREET NESC, 1177 Ave Americas, 5 Fl	CITY New York	COUNTY Manhattan	STATE NY	ZIP CODE 10036	PHONE (AREA CODE, NO., EXTENSION) 646 - 452 - 7229

Application submitted

exempt from BLC



HELP ⓘ

MENU ≡

[Home](#) > [Tax Exempt Organization Search](#) > National Executive Service Corps

[< Back to Search Results](#)

National Executive Service Corps

EIN: 13-2910091 | New York, NY, United States

Publication 78 Data ⓘ

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T) ⓘ

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

> [Tax Year 2017 Form 990](#)

> [Tax Year 2016 Form 990](#)

Page Last Reviewed or Updated: 6-Jul-2018

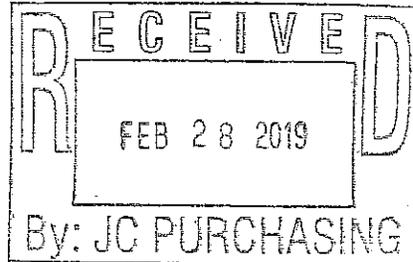
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February 28, 2019

Mr. Brian Platt
Business Administrator
City of Jersey City
280 Grove Street
Jersey City, NJ 07302



Dear Mr. Platt:

Subject: Letter of Agreement: Jersey City Free Public Library

We appreciate your asking NESCS to submit a proposal for the identification and selection of an Executive Director for the Jersey City Free Public Library. It will be NESCS's responsibility to present candidates to you for your review and final decision. After you approve the Letter of Agreement, we will submit a draft Position Specification for your review.

Professional Retainer

NESCS's retained fee ("fee") is 20 percent of the first year's projected total salary/bonus compensation of each candidate employed, as described in a letter of employment or by the approved position specification. Projected total salary/bonus compensation includes base salary, target and sign-on bonuses and other incentive compensation, as applicable. NESCS's minimum fee is \$20,000.

For the Library Director search, our fee will be based on the minimum of the salary range or \$130,000. The salary range is \$130,000 to \$150,000. The fee of \$26,000 will be billed in three increments. The first payment of \$8,667 will be due on the start date of the engagement, the second payment of \$8,667 30 days following the start date, and the third payment of \$8,666 60 days following the start date.

When this assignment is completed and the first year's compensation is determined, we will reconcile our fee and send an invoice if the projected salary/bonus totals compensation exceeds our initial estimate.

Expenses

We are reimbursed for direct expenses. These expenses are invoiced each month during the engagement. Direct expenses are the direct costs of travel, meals, and hotel etc., associated with the interviewing and selection process and with visits to the client location. Each month during the course of the project, an invoice will be submitted to the client for reimbursement of these expenses.

Terms of Payment

The fee and expenses are for professional services rendered to Jersey City Free Public Library, Inc.. Payment of NESCS's fee and expenses is not contingent upon the hiring of one of our candidates. All invoices are due and payable upon presentation.

If this project is cancelled within the first 30 days, we will charge one-third of our initial fee, plus expenses. If this project is cancelled between the first 30-90 days, we will charge only for the pro-rata portion of the fee, plus expenses up to the date the notice of cancellation is received. If it should become necessary to cancel the search after the initial 90 days period or if the candidate is employed at less than the estimated annual salary/bonus total compensation, the full fee will be considered earned by NESCS.

Guarantee Policy

Our guarantee period will be six months or one hundred and eighty (180) days from the date that the executive starts employment. In the rare instance that the person that we assisted you in hiring fails for performance reasons (i.e., for reasons not attributable to the employer) or the person terminates employment on their own during that period, we will perform a replacement search at no additional fee except for our out of pocket expenses. This guarantee is conditional upon the candidate's tenure having been less than one hundred and eighty (180) days and Jersey City Free Public Library having paid the placement fee.

Search Assignment Responsibilities

The executive search team will be comprised of Paul Barrett, and Sugandhi Tanwar. I will be responsible for conducting this important search. Therefore, I will be the primary point of contact for the assignment and will have full responsibility for the successful completion of the search. My mobile is 732-995-6973.

Marv Berenblum, Chairman and CEO, will provide oversight for the project. In this role, he will ensure that all facets of the assignment are completed effectively and will serve as the backup point of contact. Marv's telephone number is 212 269-1234.

Sugandhi Tanwar will be responsible for providing support including candidate research, scheduling and report preparation. She can be reached at 646-452-7231.

Acknowledgement

Please indicate your acceptance of the terms and conditions set forth by signing and returning this letter to my attention. Work will initiate immediately upon receipt of this signed letter.

We look forward to working with you and your search committee.

Sincerely,

Paul

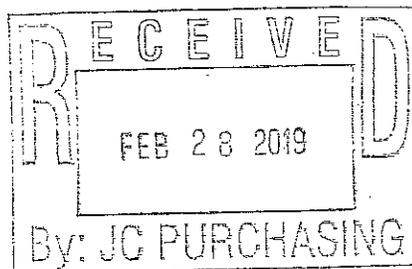
Paul S. Barrett
Senior Vice President

Attachments

cc: Lee Michaelson, Michael Towers, Sugandhi Tanwar

ACCEPTED:

Mr. Brian Platt
Business Administrator
City of Jersey City
For
Jersey City Free Public Library



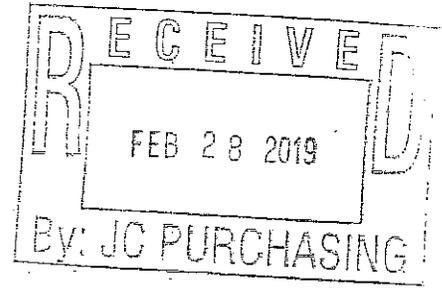
Date



February 28, 2019

Mr. Brian Platt
Business Administrator
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

INVOICE # 1274



First Invoice (Due upon signing Letter of Agreement)

Position: Executive Director

[Assumes Minimum Fee of \$26,000 billed
in two payments of \$8,667.00; and
the third payment of \$8,666.00.
The final adjustment will reflect
20% of the total first year compensation.]

Total Amount Due: \$8,667.00

Please make check payable to: NESC

Mail payment to:
National Executive Service Corps
1177 Avenue of the Americas
5th Floor
New York, NY 10036
Attention: Sugandhi Tanwar

Contact	Firm Address, etc.	Website	Costs
Pamela Bol Riess	PBR Executive Search 1460 Broadway New York, NY 10036 212-865-9262 646-637-3033 pamela@pbrsearch.com	www.pbrsearch.com	\$60,000 fee + expenses
Julie Roper	Isaacson, Miller 263 Summer Street 7th Floor Boston, MA 02210 617.262.6500 617.933.1854 jroper@imsearch.com	www.imsearch.com	\$60,000 fee + expenses
Marilyn Machlowitz	212-213-2435 mm@machlowitz.com	http://www.machlowitz.com/about-2/	1/3 of first year's salary so in this case, \$50,000 + expenses. Unfortunately, she was booked and she was my favorite choice. Ideal for future Development Director position.
Molly Brennan	Koya Leadership Partners 978.465.7500 x112 mbrennan@koyapartners.com 85 Broad Street New York, NY 10004 (866) 282-0955	www.koyapartners.com	Typical minimum fee is \$50,000 which reconciles with a 1/3 of salary of \$150K for new director. They didn't mention expenses. I like the D&I of their executive staff.
Paul Barrett	1177 Avenue of Americas, 5th Fl New York, NY 10036 C: 732-995-6973 O: 212-269-1234 Direct: 646-452-7222 Email: pbarrett@NESC.org	www.NESC.org	20% of the first year's salary so in this case, \$30,000 + expenses.

NP

Relevant Nonprofit Search Experience

Organization

ALS NY Chapter
American Baptist Churches USA
American Hospital Publishing Company, Inc.
American Management Association (AMA)

Animal Cancer Foundation
Arc of Somerset County
Amnesty International, Inc. USA

Amyotrophic Lateral Sclerosis Association.,
NY Chapter
Asia Society
Board of Education for New York City
Boscobel Restoration, Inc.
Beth Abraham Family of Health Services*
Boys and Girls Club of Greenwich

Cabrini Shrine [Missionary Sisters of the
Sacred Heart of Jesus]
Center Light Health Services
Community Access
CTC Academy
Episcopal Church USA
Fibrolamellar Cancer Foundation
Floating Hospital
Goodwill Industries Inc., Greater NY & No. NJ
Greenwich Emergency Medical Services
Girl Scouts of Connecticut
Greenwich Ballet Academy
Interchurch Center
Helene Fuld College of Nursing

JABA
Jewish Home and Hospital
John S. and James L. Knight Foundation
Johns Hopkins School of Hygiene and Public
Johns Hopkins University
Jawonio, Inc.
Junior League of NY

Position

Development Director
General Secretary
President
Chief Financial Officer,
President and Chief Executive Officer,
Senior Vice President, Global Marketing, President
and Chief Executive Officer

Executive Director
Executive Director/CEO
Deputy Executive Director of Finance &
Administration
Executive Director/COO

Chief Financial Officer
Chancellor, New York City School System
President/CEO
Board Members (5 C-Level)
CEO/VP Administration
VP Development
Shrine Director

Board Members (3 C-Level)
Board Members (1 C-Level)
Executive Director
Controller
Executive Director
Board Members (2 C-Level)
VP Director of Development
Executive Director
Chief Administrative Officer
Executive Director
President/CEO
Chief Financial Officer,
Director of Development,
Director Upper Division Baccalaureate Program
President/CEO
SVP Human Resources
Chief Executive Officer
Senior Associate Dean Health
T & E Director of Security, VP Human Resources
Deputy Executive Director [COO]
Controller

Relevant Nonprofit Search Experience

Organization

Lott Residence/SFDS
 Marketing Executive Network Group
 Metamorphosis, Inc.
 Museum of Television and Radio

 Mutual Housing Association SWCT
 Meals on Wheels of Rockland County
 Morningside Heights Housing Corporation
 National Assn. for the Specialty Food Trade
 National Geographic Society

 National Hockey League
 New Orleans Jazz and Heritage Foundation
 Newspaper Association of America
 Newspapers First
 New York Foundation for the Arts
 New York City Police Museum
 Operation Homefront
 PACO
 Polyphony Foundation
 Polytechnic University
 Poynter Institute for Media Studies
 Public Broadcasting Service
 QED Communications Inc.
 Queens Library
 Reform Church Bronxville
 Riverside Symphony
 Ross School

 South Street Seaport Museum
 Stepping Stone Museum
 St. Joseph's School for the Blind
 St. Petersburg Times
 SIB&T Foundation
 William T. Morris Foundation
 Wilton, Town of
 Women's Prison Association
 World Education Services

Position

CFO/COO
 COO/Chairman
 COO/CMO
 Vice President & Director, Media Center
 Vice President, Treasurer, Chief Financial Officer
 Executive Director
 Executive Vice President/COO
 General Manager
 President/COO
 Chief Financial Officer, Executive VP,
 President and CEO, VP IT, VP Internal Audits
 Vice President Broadcasting
 Executive Director/CEO
 President and Chief Executive Officer
 President and Chief Executive Officer
 Controller
 Director Development
 CEO/President
 Executive Director
 Executive Director
 Director of Marketing and Communications
 Chief Executive Officer
 President and Chief Executive Officer
 President
 Director of Marketing & Communications
 COO
 Executive Director
 Chief Financial Officer,
 Director of Academic Affairs
 Director of Development, Director of Education
 Corporate Officer
 Executive Director
 Director of Circulation
 Program Officer
 Board Members (4)
 CFO/Finance Director, Director Facilities
 Director Finance
 Board Member (3 C-Level)
 Chief Marketing Officer
 Director of Information Technology
 Director of Finance and Administration
 Director Human Resources



National Executive
Service Corps

The nonprofit that empowers nonprofits

January 15, 2019

Ms. Sonja Araujo
Secretary, Mayors Alternate
Board of Trustees
Jersey City Free Public Library
472 Jersey Avenue, Jersey City, NJ. 07302

Subject: Executive Director Search

Dear Sonja,

Thank you for submitting the National Executive Service Corps [NESC] credentials to the Board of Trustees.

The attached provides you with an overview of NESC's Executive Search Practice and a draft of our standard Letter of Agreement. The latter includes all of the terms and conditions for conducting the Executive Search for the new Executive Director for the Jersey City Free Public Library.

The National Executive Service Corps [NESC] is a 501(c)(3). We have been serving the Nonprofit Community for over 41 years. Our mission is to strengthen the management of Nonprofit Organizations by providing high levels of proven expertise at affordable costs. We have served over 2,000 organizations, who in turn serve hundreds of thousands of individuals and hundreds of communities throughout the Tri-State Area and the country. We perform about 100 consultancies a year and donate the equivalent of +/- \$1.8 Million in man hours per year.

NESC Executive Search delivers an advantageous value-added to Nonprofit Organizations. Marv Berenblum, NESC's former Chairman and CEO, globally benchmarked the Executive Search processes while he was a Managing Partner for the New York, Wall Street, and Greenwich offices of Heidrick and Struggles. Consequently, NESC's Executive Search practice is comparable to the world's leading search firms.

We have a successful track record in the sourcing and placing high performance executives. Most have been faced with very challenging issues; and they have led their organizations to the next level.

Our Executive Search team delivers high performance based on years of in-depth expertise. Marv Berenblum will provide overall oversight. I have had over 35 years of building outstanding teams in both the For Profit and Nonprofit sectors; and I will conduct the search. Importantly, we have domain search expertise in your and similar regulated Nonprofit space. Sugandhi Tanwar and Sharon Reis will provide administrative support.

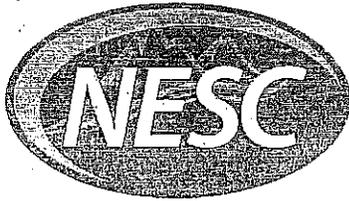
Our fees are very affordable because they are subsidized by donations. Our fee is 20% of the first year's cash compensation. It provides a substantial cost savings vis a vis most other search firms. In addition, we do not charge for Indirect Costs.

We are all very excited about working with you and for the Jersey City Free Public Library on this most important assignment. I look forward to meeting the other members of the search committee.

Best Regards,

Paul

Paul S. Barrett
Sr. VP Executive Search
National Executive Service Corps
1177 Avenue of the Americas
5th Floor
New York, New York 10036



*National Executive
Service Corps*

Executive Search

The following summarizes the executive search process of National Executive Service Corps. Information included relates to the following areas:

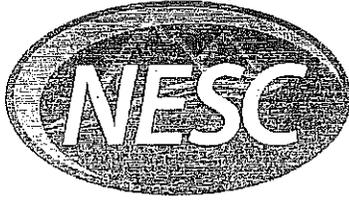
- Search process and strategy
- Fee structure
- Backgrounds of project principals
- Online brochure can be found at: <http://www.nesc.org/>

Founded in 1977, National Executive Service Corps is a 501(c)(3) not-for-profit organization that provides executive search, management consulting and business advisory services to the nonprofit and public sectors.

NESC's mission is to make a meaningful contribution to our communities by strengthening the management of America's nonprofit cultural, institutional, and charitable organizations, schools, and government agencies through quality, affordable consulting services, which are donated by senior-level business people and professionals. Serving the five boroughs of New York City, Nassau, Suffolk, Westchester Counties; Central and Southwestern Connecticut; and New Jersey, NESC belongs to a national network of more than 20 independent Executive Service Corps affiliates across the country.

NESC performs consulting, business advisory, and executive search services in assisting organizations in the fields of arts and culture, libraries, health and human services, public and private education, religion, and government. In addition to enhancing an organization's management effectiveness, NESC helps improve self-reliance and accountability with the goal of increased productivity and resource utilization. The objective of each engagement is sharply defined and tailored to the specific needs of the client.

Philanthropic contributions and modest fees for service support NESC. All clients are asked to have a shared stake in the consulting process to assure their commitment to results.



National Executive
Service Corps

Executive Search Process

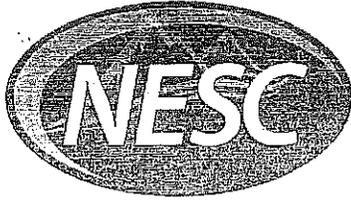
NESC - www.nesc.org has consulted for over 2,000 nonprofit organizations over the past 40 years, and through its network of over 150 consultants, current and past client base. Its distinguished board has access outstanding leaders in the nonprofit world. We have successfully placed dozens of Presidents, COO's, CEO's, CFO's, Executive Director's and Board Chairmen for nonprofits throughout the United States.

Executive Search's primary mission is to help nonprofit organizations strengthen their management teams by finding the best executive talent for them at an affordable cost. We specialize in placing high achieving leaders. Since NESC is a 501(c)(3) organization, we are in the unique position to understand the culture and workings of your nonprofit organization, and our experience allows us to assess and understand your needs. Our search practice is national in scope. NESC follows a rigorous process in its Executive Search Strategy that is outlined below.

Executive Search Strategy

Initial Research Phase and Candidate Development

- Develop Position Specification encompassing desired criteria— this is a working document that should reflect the experience and competencies required for the position and should include ideal experience and background of potential candidates.
- Develop target company list – this step encompasses extensive research on the target companies. This is a list of companies where the candidate may have been associated or employed. It may also include companies that are a competitor or that have outstanding reputations in terms of product, leadership or management. This can be the most time consuming part of the search project.
- Research, identify, and contact sources and candidates – this step encompasses networking with potential candidates and sources to identify, contact, and evaluate possible candidates. The focus of these contacts is to identify outstanding prospects who have been endorsed by multiple sources and who have been identified as exceptional executives through this process of triangularization.
- Develop long list of preliminary candidates including individual Candidate Profiles - the long list will include those candidates who have been contacted regarding their availability, level of interest, and appropriateness for the position.
- Develop matrix to comparatively evaluate candidate pool - the matrix will summarize the relative personal strengths, characteristics, and experience of the identified candidates.
- Discuss and rank candidates on long list – this is a collaborative effort with the client to select the candidates best suited to the position.



National Executive
Service Corps

Interview Process

- Candidates who have expressed preliminary interest and who appear to be qualified based on the initial conversations and valuation of experience exhibited in the resume will be interviewed in depth by NESC.
- Candidates vetted by NESC will be scheduled for interviews with client.
- Final list of candidates will be selected by the client and will be determined based on results of endorsements, interviews, relevant experience, and cultural fit.
- Throughout the interview process, NESC will work collaboratively with the client to ensure a timely and successful conclusion to the search.
- NESC will assist and advise in compensation negotiations with the candidate and the client.

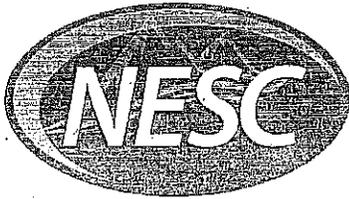
Reference Checks

- Reference checks will be conducted by NESC prior to final offer and will focus on particular areas relevant to the position.
- Reference checks will include peers, subordinates, and superiors.

Fee Structure

Professional Retainer

Our retained fee ("fee") is 20 percent of the first year's projected total salary/bonus compensation of each candidate employed, as described in a letter of employment or by the approved position specification. Projected total salary/bonus compensation includes base salary, target and sign-on bonuses and other incentive compensation. We are reimbursed for only direct expenses. The fee and expenses are for professional services rendered and are not contingent upon the hiring of one of our candidates



*National Executive
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Marvin B. Berenblum



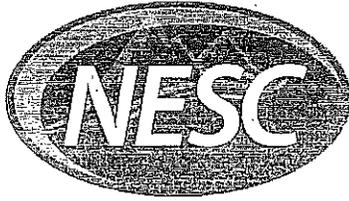
Marvin B. Berenblum joined National Executive Service Corps in June 2003 as Chief Executive Officer after 14 years with the search firm of Heidrick & Struggles, where he was Area Managing Partner with oversight for the New York, Wall Street, Philadelphia and Greenwich offices. He was also Chairman of Heidrick's Quality Council, which focused on the quality of the services that were offered to clients globally. Prior to joining Heidrick & Struggles in 1989, he served as Senior Vice President for Human Resources and as a member of the Operating Committee of the media company Knight Ridder, Inc.

In his earlier career, Mr. Berenblum was associated with Continental Grain Company as Senior Vice President for Human Resources and as a member of its Board of Directors. He previously was associated with Exxon and Cummins Engine Company in human resources-related assignments.

Mr. Berenblum graduated from Yale University with a Bachelor of Arts degree in American Studies, and received a Master's degree in Industrial and Labor Relations from Cornell University, where he was awarded a Teaching Fellowship with a concentration on the Bill of Rights. He also completed the Advanced Management Program at Harvard Business School.

He is a prior Director of the Carter-Day Corporation, a Fellow of the Aspen Institute, and a life-long member of the Greenwich Boys and Girls Club, having served as President of its Board. Previously, he was President of the Yale Alumni Association of Greenwich, Chairman of its Alumni Schools Committee, President of the Yale Glee Club Associates, and Chairman of the Greenwich Center for the Arts, as well as a member of the Board of Governors of the Association of Yale Alumni. He now serves as Chairman and Founder of Yale Alumni College, President of the Advisory Council of the Association of Yale Alumni, as National Commissioner of the Anti-Defamation League, as a member of the Advisory Council of At Home in Greenwich and as a member of the Institutional Research Board of Greenwich Hospital.

Mr. Berenblum is a recipient of the 2007 Daniel R. Ginsburg Humanitarian Award from the Anti-Defamation League.



*National Executive
Service Corps*

Paul S. Barrett



Paul Barrett joined the National Executive Service Corps as Senior Vice President of Executive Search in 2002. His objective was to strengthen the managements of nonprofit organizations by placing better executive talent. Since then, he has conducted searches for senior-level management in widely diverse healthcare, social service, and arts organizations.

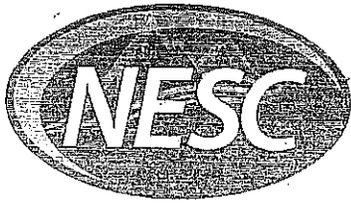
Mr. Barrett has over 30 years of successful executive-level marketing and client service management experience. Mr. Barrett started his career in Brand Management with the General Foods Corporation and the Warner Lambert Company. He has served as Senior Vice President Group Account Director for major integrated communications companies such as: Wells Rich Greene Advertising, Inc, SSC&B/Lintas (Interpublic Group), Sawdon & Bess (Ted Bates Worldwide/Saatchi & Saatchi Worldwide, Inc.) and the Masterson Group (Nelson Communications, Inc.). During his career, he was responsible for leading the development of breakthrough strategic marketing and communications programs for over 100 different brands and organizations, ranging in size from Fortune 100 corporations to small companies.

Some of Mr. Barrett's clients include leading healthcare and pharmaceutical companies such as Novartis, SmithKline Beecham, and Pharmacia and Upjohn; major corporations like Ford Motor Company, Panasonic Industrial Company, and Sunoco; companies such as PSINet, Foot Locker, Lady Footlocker, O. M. Scott Lawn Products, and Liadrò USA; plus nonprofit organizations such as The Special Olympics, Junior Achievement, and The Michigan Opera Theater.

Prior to joining NESC, he headed the NY Office as a Partner in an Executive Search firm which specialized in placing senior marketing executives. He has a talent for identifying high achievers who have the skills to make a difference; and for selectively placing these senior leaders in targeted situations.

Mr. Barrett is a graduate of Lafayette College where he received a BA in History with a minor in Economics, and of the Wharton Graduate School of Business where he earned an MBA in International Business and Marketing.

Mr. Barrett is a Board member of the William T. Morris Foundation and the Helene Fuld College of Nursing. He was member of the Executive Committee for the Lafayette's New York Alumni and Marketing Director of the Reunion Planning and Fundraising Committee. He was an Elder in the Matawan Presbyterian Church and Vice Chairman of the Financial and Education Planning Committees, and served on the Pastor Search Committee.



*National Executive
Service Corps*

Contact Us

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Sugandhi Tanwar

Research Associate

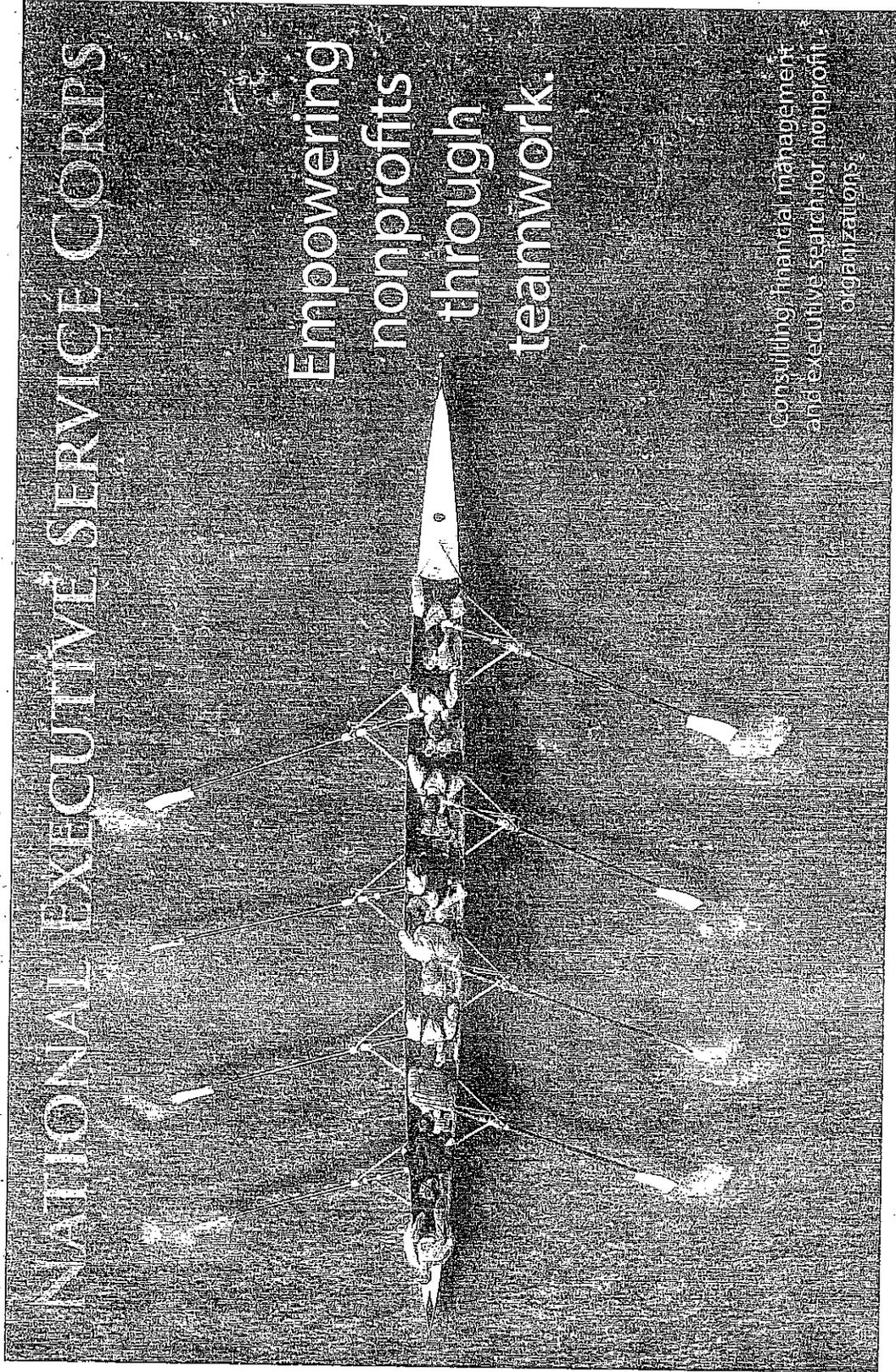
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stanwar@nesc.org

NATIONAL EXECUTIVE SERVICE CORPS

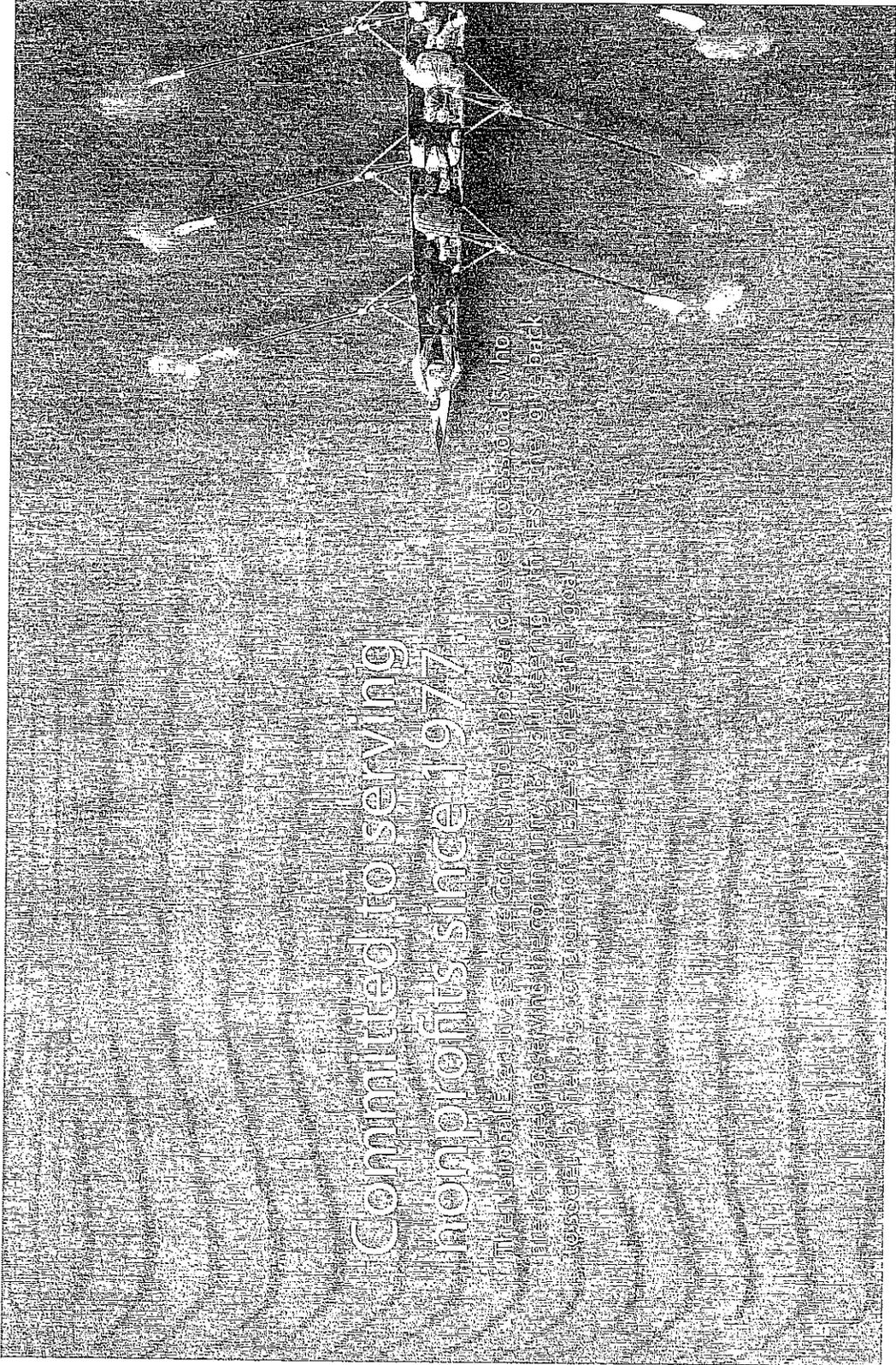
Empowering
nonprofits
through
teamwork.

Consulting, financial management
and executive search for nonprofit
organizations.



Committed to serving nonprofits since 1977

The 11th Annual Survey of Charitable and Nonprofit Organizations, which
are being presented by the Committee on the Study of the Nonprofit Sector,
has been published by the American Enterprise for Public Policy Research.



NATIONAL EXECUTIVE SERVICE CORPS

Key reasons top nonprofits team with NESC

- As a nonprofit, we share your values. We provide expert services at a cost even a small nonprofit can afford.
- Having completed successful careers as executives, our consultants have chosen to donate their time to help nonprofits achieve their missions.
- Your NESC team will be solely committed to meeting your needs. We start by studying your mission, vision and values, then move forward with an open collaborative discussion to form a bond with your staff.
- The recommendations our teams develop are custom tailored to your project goals. You'll receive a final report that is a living document, created specifically for your organization.
- Many of our clients hire us again and again as they grow and change. We pride ourselves on long-standing relationships with many of the region's leading nonprofits.



Collaborative teamwork

Consulting

Your NESC team will be handpicked from our corps of dedicated professionals, each of whom brings a wealth of experience and a passion for innovation. Together we will identify your project goals then develop a plan to achieve them.

Executive Search

NESC places C-Suite leaders in the top first two tiers of management and on boards, with services comparable to the world's leading search firms. Our success rate for permanent placements is 98%, and our fees are subsidized by donations, keeping them affordable for nonprofit budgets.

Financial Management

We provide expert assistance with financial modeling needs, analysis of key performance indicators, and special projects. When needed, we can also provide interim financial management expertise as a strategic solution to maintain continuity and keep the organization's financials in order.



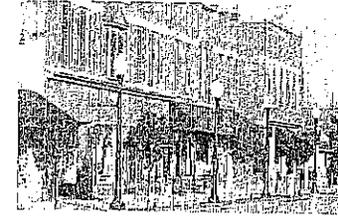
Unexpected possibilities

By working together, we can create a better world. It's not just a slogan, it's a reality. We're committed to making a difference in the lives of our customers and the communities we serve. We're committed to innovation, to finding new ways to solve old problems. We're committed to excellence in everything we do. We're committed to making a positive impact on the world. We're committed to being the best. We're committed to being the difference.

A heritage of success

We're backed by a powerful tradition of almost four decades of dedicated service. Thanks to our experts' depth of experience, NESc empowers nonprofits to engage their mission in a deeper, richer way.

Our aim is to enhance and sustain these special organizations.



Strengthening the community

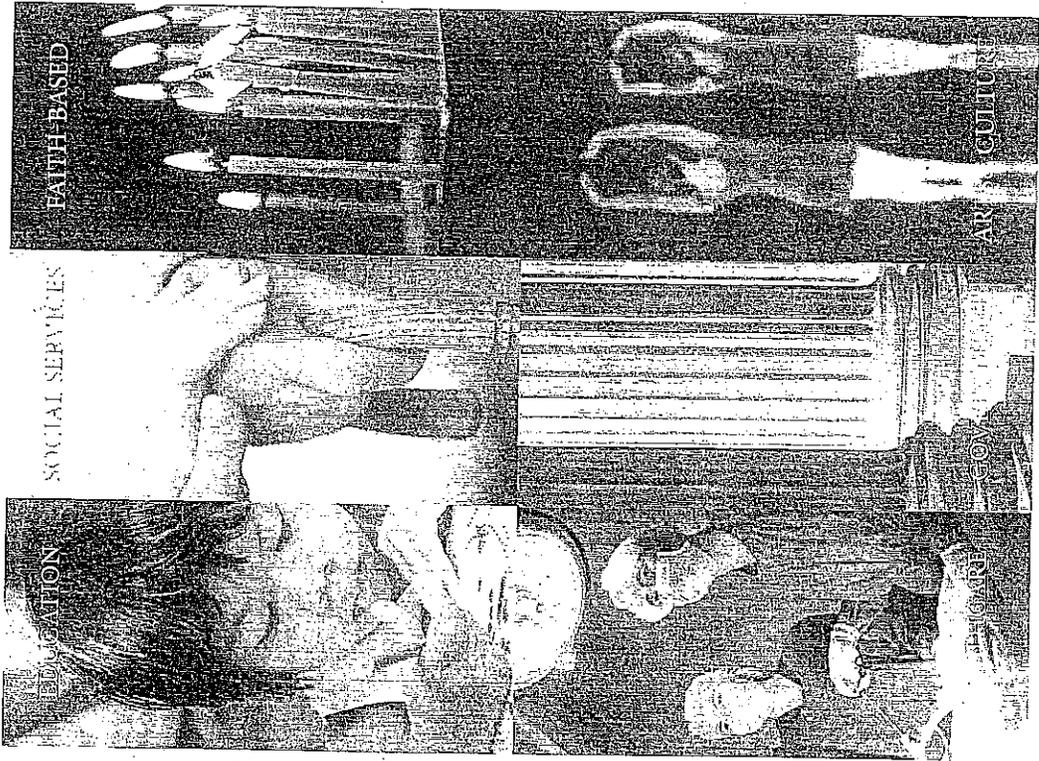
How we serve most nonprofits

- Strategic Planning
- Executive Search
- Board Development
- Organizational Assessment
- Financial Management
- Brand and Marketing Strategy
- Social Enterprise/Revenue Generation

Your NESc team will work with you to agree on the assignment scope based on your organization's specific needs.

Expertise in:

- Arts & Culture Dance and theater groups; orchestras and opera groups; libraries, parks and conservancies; museums and historic places
- Education Public and private school boards and systems at the elementary and secondary levels; colleges and universities
- Government County boards, city councils, municipalities and other public agencies
- Healthcare Hospitals, clinics, nursing schools, long-term care facilities, disease-related facilities, and professional and trade associations
- Faith-Based Churches, synagogues, religious support groups and other religious organizations
- Social Services Services for women, children and seniors; family daycare centers and homeless programs; food programs and employment services



NESC's Mission

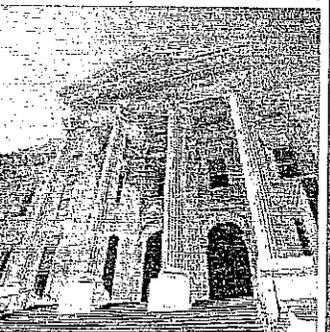
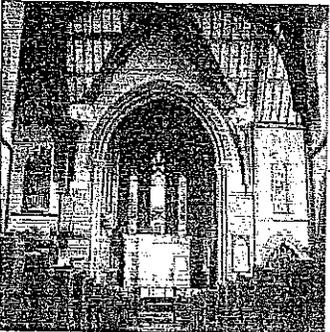
Strengthen and empower the management of nonprofit organizations, schools and government agencies by providing high-quality, affordable consulting services.

Contact us today
for a complimentary needs assessment.
1-212-269-1234

Learn more online at NESC.org
info@NESC.org



National Executive Service Corps
The nonprofit that empowers nonprofits



NESC

A wealth of experience.

National Executive Service Corps

Addressing the nonprofit community for over 50 years

NEW YORK — CONNICTICUT — NEW JERSEY

WELCOME TO NESC THE NATIONAL EXECUTIVE SERVICE CORPS

We provide top-quality professional services to support nonprofit clients in the New York–Connecticut–New Jersey tri-state region. We know that the diverse collective contribution of the nonprofit community is critically important to the well-being of our society today, and that it is rapidly growing even more important. We are committed to doing all that we can to enhance the effectiveness of our nonprofit clients.

Most nonprofit organizations, tightly focused and determined to deliver needed services to their constituencies, find that they have precious little time left to deal with their own managerial and operational challenges. Inefficiencies can creep in; opportunities can slip away; simmering problems can go unaddressed until they become unavoidable.

NESC helps nonprofits to deal effectively with their challenges and to exploit their opportunities.

NESC's nearly 250 Consultants, all experienced senior executives and professionals, routinely bring the benefits of business planning and operations management to the nonprofit world. In the past three decades, more than 2,000 New York, New Jersey and Connecticut nonprofits have benefited from NESC's services.

NESC is itself a 501(c)3 nonprofit organization. We understand the nonprofit world – its unique strengths, its unique frustrations, and its unique opportunities...especially the opportunities that nonprofits often have for invaluable contributions to their communities.

Since our establishment in 1977, we have been assembling senior-level consultant teams to deliver high-quality, affordable professional services and solutions to nonprofit organizations. Our clients have included mega-organizations like Lincoln Center for the Performing Arts, and smaller neighborhood organizations like To Make the World a Better Place and The Jacques Marchais Museum of Tibetan Art. And the range of clients we serve is remarkable, from healthcare, arts, cultural and social services organizations to educational, governmental, environmental, child advocacy, and religious organizations.

Please read on to learn more about how we work, what we have done, and how we might be able to help you and your organization to be even more effective in serving your constituents and your communities.

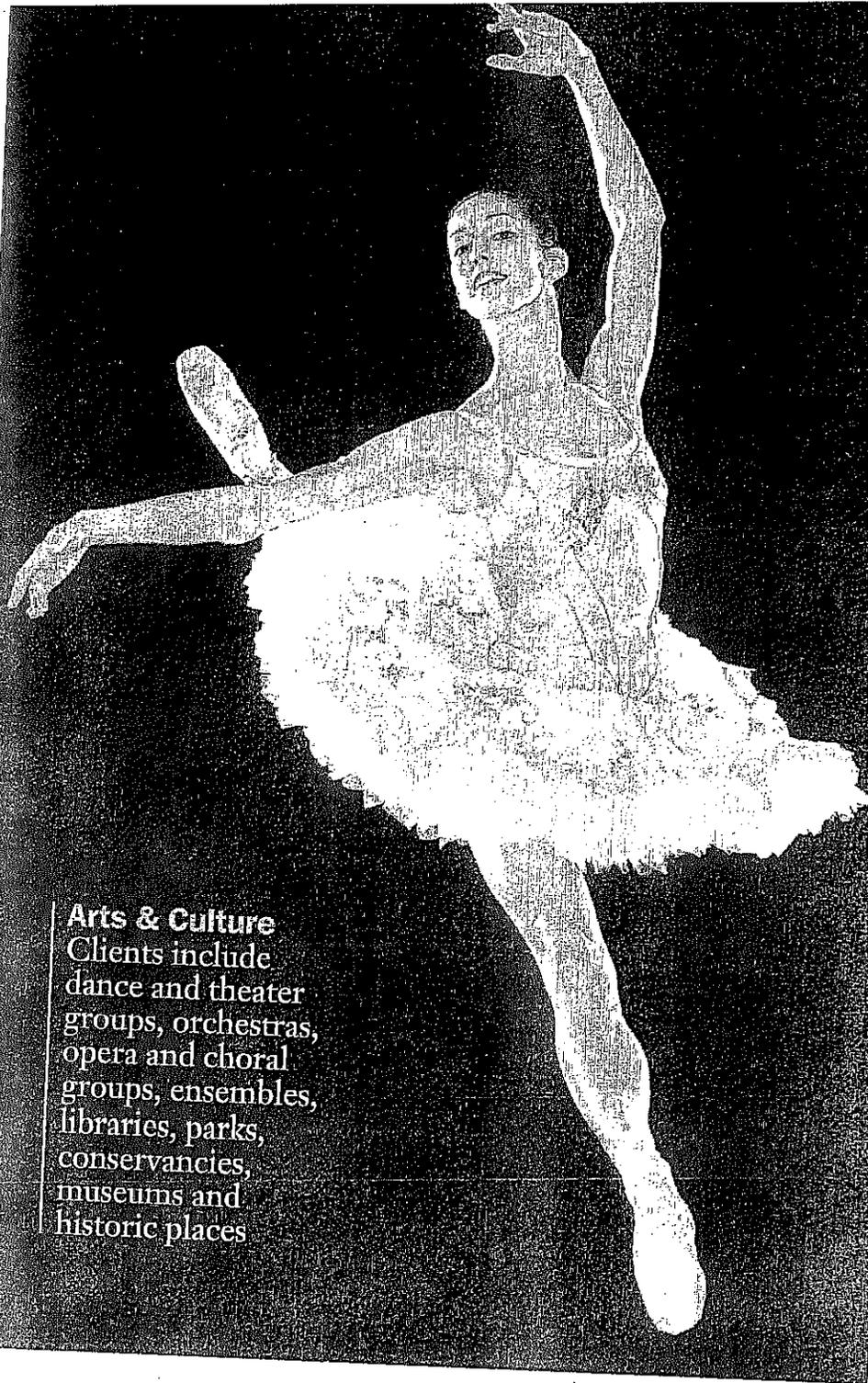
SUCCESS STORY

The Mission of the Immaculate Virgin, Staten Island

The Challenge
The Mission of the Immaculate Virgin (MIV) is a highly reputable and significant community resource in providing a wide range of social services. The organization's apparel and design business plays a productive role in employing members of the community. When MIV decided to enhance the development of their venture, they turned to NESC for assistance.

Through Possibili-Tees, MIV uses creative design and production techniques to manufacture sports apparel for organizations and individuals. Utilizing the methodology developed as part of NESC's Social Enterprise Program, a team of NESC consultants conducted an extensive review of the Possibili-Tees operation using analytical tools and appropriate business metrics.

The NESC Solution
The review resulted in the creation of a formal Business Plan that focuses on all aspects of the Possibili-Tees operation including finance, budgeting, production planning, operations, sales, and marketing. Through the implementation of this Business Plan, the Possibili-Tees operation is already achieving rapid growth with the goal of maintaining self-sustainability in the future.



Arts & Culture
Clients include
dance and theater
groups, orchestras,
opera and choral
groups, ensembles,
libraries, parks,
conservancies,
museums and
historic places

PROFIT FROM OUR EXPERIENCE

Our Consultants have made *NESC* unique from the very beginning.

The vision of recruiting and deploying seasoned executives, managers, entrepreneurs and other accomplished professionals to help nonprofit organizations led to *NESC*'s establishment in 1977. And that vision drives *NESC* today.

There is no typical *NESC* Consultant. Generally, though, our 250 consultants have been executives and managers—from CEOs of large and small organizations, to all levels of management in such businesses as banking, real estate, consumer products, merchandising, publishing, public relations and advertising. Others are professionals, such as lawyers, accountants, consultants, engineers, architects and social workers. Still others have served with government agencies, educational and healthcare institutions and, importantly, nonprofit organizations—as teachers, executive directors, program directors, facilities managers, chief fundraisers, grant writers, and controllers.

NESC Consultants have been employed in some of America's leading companies and organizations, including IBM, JPMorgan Chase, Aetna, Publicis, Time Warner, McKinsey, Celanese, AT&T, ExxonMobil, Heidrick & Struggles, and Northrop Grumman.

Every Consultant working on an *NESC* client project possesses the skills and experience appropriate to the assignment, together with an abundance of enthusiasm and commitment to the success of the client.

And in addition, these professional consultants will be highly motivated by the opportunity to serve, applying their well-honed skills and hard-earned experience in a rewarding way. They will be excited by the challenges of fact finding, analysis and the development of practical recommendations—all in the interest of enhancing the effectiveness of your organization.

"I am so pleased with your assistance that I will sing your praises to everyone who needs experienced and competent consultant services."

Margaret Honey, Ph.D.
President & CEO
New York Hall of Science

SUBJECT STORY

The Acting Company,
New York

The Challenge

Founded in 1972 by John Houseman, a professor at the Juilliard School, The Acting Company is a theatre company associated with the John F. Kennedy Center for the Performing Arts. It has performed over 100 plays for over three million people in 48 states and nine foreign countries.

*The client requested that *NESC* provide assistance in improving their Board's committee structures, operation, and membership that would result in more effective Board leadership.*

The *NESC* Solution

**NESC* assisted The Acting Company in assessing the Board's strengths and weaknesses. *NESC* consultants aided in the process of restructuring the Board's committees and structure. A subsequent Board retreat resulted in introducing a "mindset and more critical look at ourselves." The Acting Company complimented the *NESC* consultants for their creative and thorough work which strengthened the Board and thus The Acting Company itself.*

NESC OFFERS A BROAD RANGE OF PROFESSIONAL SERVICES

Board Development

NESC specialists evaluate a client's governing board, identify new ways to tap board members' skills and networks, and help recruit new board members. *For a Brooklyn-based client, NESC identified improvement opportunities in the board structure and then recommended specific approaches to recruiting new board members with specific strengths, such as fundraising and public relations*

Branding

NESC enhances a nonprofit organization's appreciation of how the enormous power of branding can boost revenues, build demand for its services, attract volunteers and expand operations. *For a major Queens public agency seeking to raise public and donor awareness of its key programs, NESC's marketing experts designed a dynamic branding strategy.*

Business and Strategic Plans

NESC teams craft multi-year business and strategy plans, helping nonprofit organizations to fine-tune their vision, set priorities, allocate resources, identify new opportunities and establish action plans with timetables for achievement. *For a New York arts organization concerned about the focus of its activities and programs, NESC designed a plan that defined vision, set goals and was the basis for improved organizational effectiveness. For a Westchester agency challenged by a growing competitive environment, NESC developed a three-year strategic plan through full collaboration with staff and the board, and achieved acceptance through an NESC facilitated board retreat.*

Executive Recruiting

Using proprietary tools, NESC's experienced Executive Search specialists identify, screen, and recommend candidates for management positions in nonprofit organizations, and assist with compensation negotiations to facilitate successful placements. *For a Manhattan-based national trade association, NESC recruited a new president. For a global arts and culture educational organization, NESC recruited a chief financial officer.*

Facilities Management

NESC's experienced architects and space allocation experts survey a client's facilities and then, supported by detailed documentation, suggest reconfigurations to reduce occupancy costs and boost productivity. *For a New Jersey client serving the elderly, NESC planned for and assisted the group's move into its new headquarters.*



Education
Clients include public and private elementary and secondary schools, colleges and universities and other educational programs

SUCCESS STORY

North Fork Early Learning Center, Long Island

The Challenge

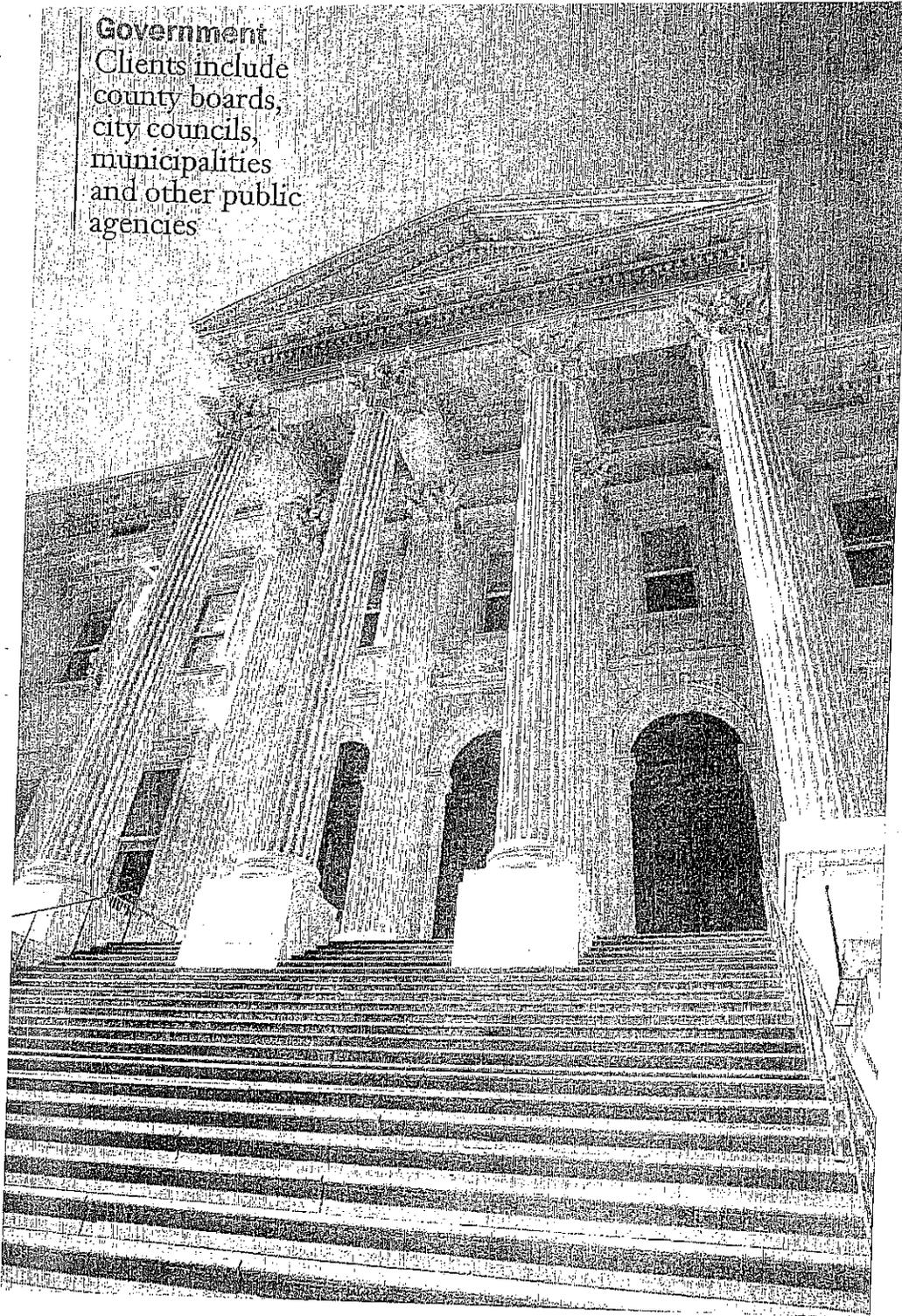
After 17 years of independent operation in Mattituck on Long Island, the North Fork Early Learning Center, a child care facility, saw the need to reposition itself. It merged with the Family Service League, an older establishment that provides a range of human services in over 20 sites on Long Island. The merger would enable the Center to relocate to a much larger facility and offered the prospect—with its concomitant challenges—of doubling its enrollment.

The NESC Solution

NESC Consultants with skills and experience in strategic planning and marketing helped to focus the Center's image and sharpen its marketing message, and to mount an effective promotional and community relations campaign. NESC worked with the Center to help establish an advisory board and to expand fundraising. As a result, the Center met all of its operating and financial goals in the transition, and continues to provide successful and expanding services to the community.

continued >

Government
Clients include
county boards,
city councils,
municipalities
and other public
agencies



NESC SERVICES continued

Financial Management

NESC financial operations experts will design a client's accounting, payroll and financial reporting systems, and then, if required, supervise their subsequent administration. *For a Westchester County education institution and for a Manhattan-based national association, NESC supervises budgeting and performs essential bookkeeping and accounting operations, and designs meaningful financial reports for their boards.*

Human Resources

NESC teams help with the full range of staff management issues and recommend ways to increase staff productivity and effectiveness. *For a Connecticut women's group, NESC recommended revising the compensation and benefits structure and updating the employment handbook. For a UK organization opening an office in New York, NESC recommended human resource policies and practices that were aligned with the home office but met U.S. requirements as well.*

Leadership Development and Training

NESC provides leadership training for nonprofit executives and administrators to facilitate reform, to enhance organizational effectiveness, and to create a more powerful, efficient and effective climate within nonprofit organizations. *For the New York City Public School System, in collaboration with a state university, NESC identified and trained master teachers to effectively staff challenging positions as Assistant Principals. For a Long Island social services agency, NESC developed training modules for supervisory personnel and delivered the training through a series of workshops.*

continued >

“...consultants worked closely with us to create a business plan that can be effectively implemented and they did so in an enthusiastic and professional manner. Their insights and expertise contributed in ways beyond our expectations.”

Joshua D. Hoffman, Esq.
Director, Finance &
Administration of Brooklyn
Legal Services Corporation A

SUCCESS STORY

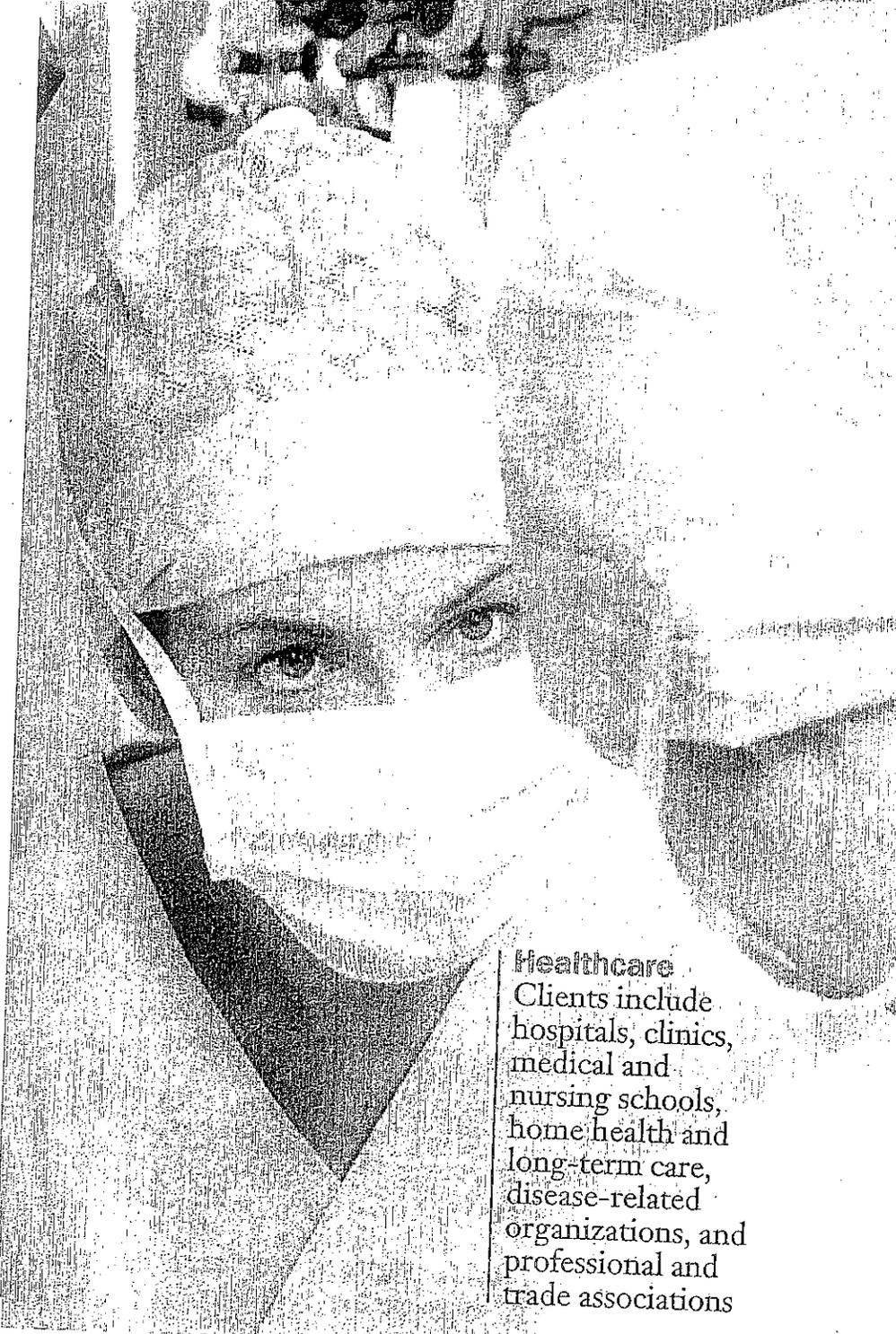
Bergen County,
New Jersey

The Challenge

New Jersey's Governors have been encouraging local governments to share services in order to slow the growth of property taxes while improving services. Bergen County has received two State grants to study how local municipalities can moderate property taxes by strengthening and encouraging greater use of shared services. Using these grants, Bergen County asked NESC to study public works activities in two separate consortia of 13 and 16 towns, respectively.

The NESC Solution

The NESC consulting team, including a former Councilman of one of the towns, met with each community's public works administration. They assessed how each of the 29 towns delivered basic Department of Public Works services and the extent to which the towns shared equipment and personnel and consolidated purchasing and contracting decisions. The NESC team then recommended practical ways to improve and expand cooperative activities. NESC's studies have led the towns to increase equipment and staff "sharing" and to expand consolidated purchasing of public works equipment and supplies. Further actions based on the NESC plans are under active consideration.



Healthcare
Clients include hospitals, clinics, medical and nursing schools, home health and long-term care, disease-related organizations, and professional and trade associations

Marketing Plans

NESC's skilled marketing professionals analyze a client's products and services and then design plans to market them more effectively and efficiently in existing and new markets. *For a New York City social service agency, NESC developed a new brand and designed a marketing program to introduce it. For a theater operator, NESC helped to initiate new programs including a jazz festival and a summertime dance series.*

Mentoring and Coaching

NESC consultants, experienced in the art of mentoring individual leaders, offer one-on-one mentoring and coaching to executive directors and other senior management to help them implement change. *For a New York-based national trade association, NESC provided interpersonal skills coaching to senior management including 360 performance appraisals, evaluations of results and individual goal setting.*

Public Relations and Communications

NESC public relations professionals design programs to raise a client's public profile and generate increased media coverage. *For a Long Island community group, NESC media experts helped create a comprehensive media and marketing strategy. For a Connecticut social service agency, NESC recommended a strategy to correct and improve their image in the community.*

Retreat Facilitation

NESC organizes and leads productive gatherings of senior staff and board members, addressing critical organizational challenges and opportunities. *For a New Jersey client, NESC conducted workshops on marketing, public relations, strategic planning and financial management. For a Connecticut senior services organization, NESC guided the board through a rigorous process that resulted in a collective agreement on their strategic priorities.*

Shared Services

NESC's professionals help municipalities, schools and nonprofits identify areas for consolidation or sharing of services to reduce costs through economies of scale. *For a New Jersey county, NESC consultant teams brought together 3 groups of local towns to "share" staff and equipment and increase group purchasing.*

Social Enterprise

NESC business experts help identify underutilized assets that can become new sources of earned income to supplement government grants, foundation and donor contributions, ensuring consistent cash flow of unrestricted funds. *For a Staten Island social services agency, NESC consultants developed a business plan to turn a money losing activity into a self-sustaining, positive cash flow venture.*

SUCCESS STORY

**Cabrini Eldercare,
New York**

The Challenge
Cabrini Eldercare, with facilities in Dobbs Ferry and Lower Manhattan, has provided comprehensive eldercare services to its communities for almost 70 years. These programs include nursing homes, home healthcare, rehabilitation, adult day care, senior housing and immigrant assistance. Cabrini's management wished to enhance awareness of the organization's vital purpose through the venue of a strengthened branding and marketing program. As a result, NESC was retained to help Cabrini Eldercare improve its visibility among a community of users, referrers, potential contributors, funders, and prospective board members.

The NESC Solution
NESC consultants developed in-depth and individual descriptions of Cabrini's current service offerings at Dobbs Ferry and New York City. Apart from conducting interviews with key players, consultants also reviewed relevant documentation including history, marketing activities, revenue expectations, and future prospects. A thorough evaluation produced a competitive review that defined the appropriate parameters necessary for creating a comprehensive branding/marketing plan. The agenda was enthusiastically accepted and implemented by Cabrini.

NESSC IS THE "RESOURCE OF CHOICE" IN MANY NONPROFIT SECTORS

NESSC serves the full spectrum of New York, Connecticut and New Jersey nonprofit organizations. Some NESSC clients are huge, with nine-figure annual operating budgets. Others are much more modest with a handful of staffers operating on a very tight budget. Whatever their size, all receive the same high level of affordable NESSC services.

Arts and Culture

Dance companies, museums, orchestras, parks, theater groups, art schools, libraries, botanical gardens, music ensembles and more. Clients include *Dance Theatre of Harlem, New York Public Library, Lincoln Center, Queens Symphony Orchestra, Webb-Deane-Stevens Museum, El Museo del Barrio, and Huntington Arts Council.*

Education

Elementary and secondary schools, colleges, universities and instructional institutions. Clients include *City University of New York, New York City Public Schools, Newark Public Schools, Wilson Public Schools, New Canaan Public Schools, Manhasset High School, and Locust Valley Central School District.*

Government

Municipalities, counties, government agencies and economic development agencies. Clients include *County of Bergen (NJ), Town of Windsor Locks (CT), U.S. Dept. of Labor, Town of Wilton (CT), and Norwalk (CT) Office of the Mayor.*

Healthcare

Hospitals, community clinics, long-term care facilities, medical research organizations, professional and trade associations, and medical schools. Clients include *Visiting Nurse Service of New York, Visiting Nurses and Home Care of Greater Watertown (CT), Hospital for Special Surgery, Presbyterian Homes of New Jersey, Animal Medical Center, Jewish Home and Hospital, and Beth Abraham Family of Health Services.*

Religion

Churches, synagogues, seminaries and more. Clients include *Riverside Church (NYC), Central Conference of American Rabbis, Auburn Theological Seminary, Capital Region Conference of Churches (CT), Presbytery of New York City, Long Island Council of Churches, and Reformed Church of Bronxville.*

Social Services

Family and day care centers, geriatric facilities, employment services, community centers, services for women, children and immigrants, and more. Clients include *Collaborative Support Programs of New Jersey, Catholic Charities of the Archdiocese of New York, New York Women's Agenda, Family Services of Westchester, Hartford Commission on Aging, Mid-Fairfield Child Guidance Center, Save the Children, and Goodwill Industries of Greater New York.*

Success Story

Catholic Charities of the Archdiocese of New York assists the poor and vulnerable through an extensive federation of more than 90 human service agencies and programs. For more than 90 years, Catholic Charities has served the homeless, the hungry, and the physically, mentally and emotionally challenged. In order to further fulfill its mission and successfully plan for the future, Catholic Charities desired an assessment of the needs of its diverse network of service providers.

The Challenge

The NESSC Solution
 NESSC Consultants created a comprehensive questionnaire to collect information from Catholic Charities affiliates. The NESSC consultant team then met with 40 Executive Directors representing a significant cross section of organizations within the Catholic Charities network. These in-depth meetings involved gathering information utilizing a questionnaire, as well as open discussions of the needs and the opportunities for strengthening the delivery of services throughout the Catholic Charities network. Findings and recommendations were presented to the Catholic Charities Strategic Planning Committee, resulting in a plan for increased interaction and support for affiliates.

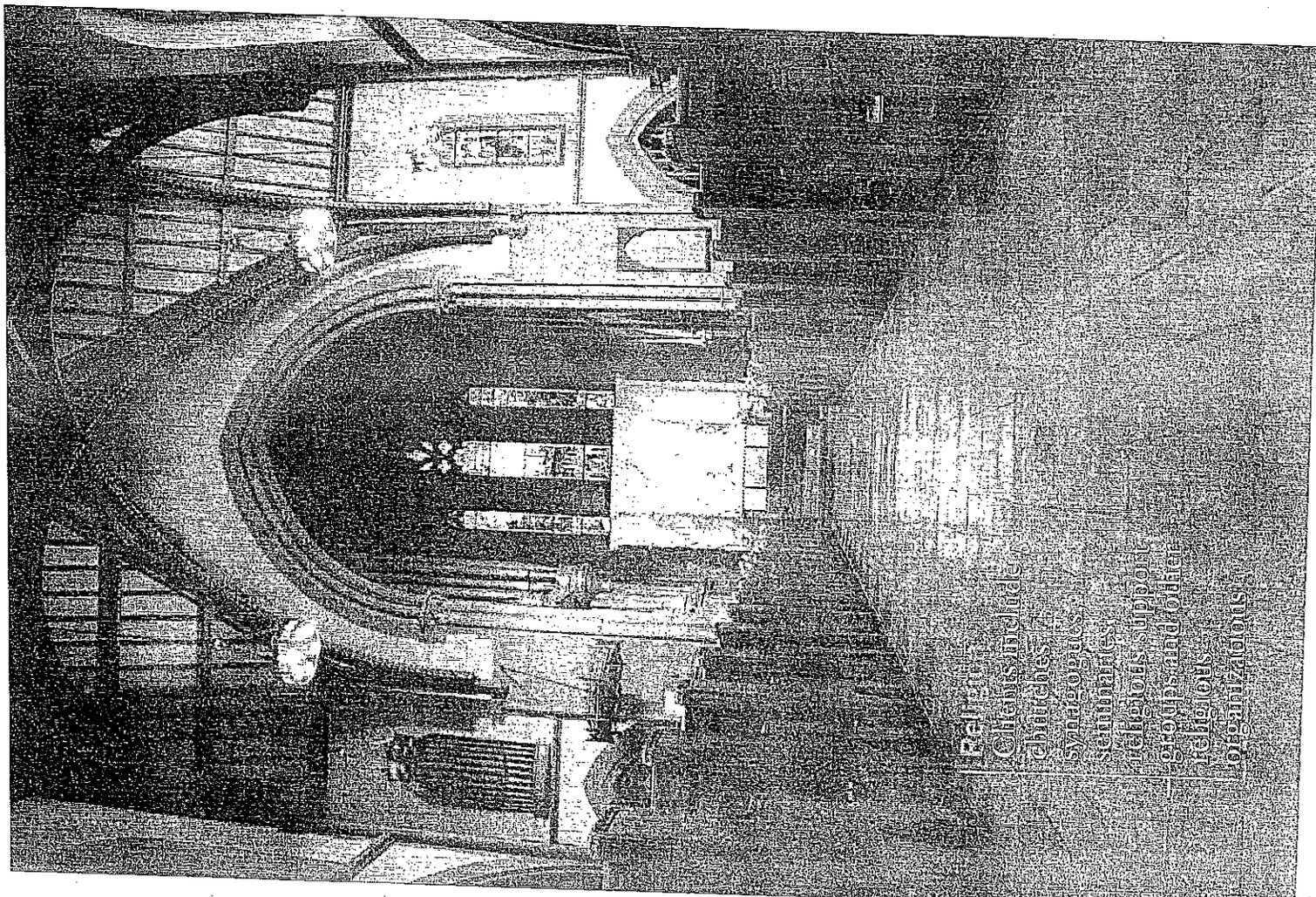
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RELIGIOUS ORGANIZATIONS
 CLIENTS INCLUDE
 CHURCHES
 SYNAGOGUES
 SEMINARIES
 SCHOOLS
 HOSPITALS
 AND
 OTHER
 INSTITUTIONS



Social Services
Clients include services for women, children and immigrants, family and daycare centers, homeless programs, food programs, and employment services

NESC SERVES NEW YORK, NEW JERSEY AND CONNECTICUT

For over three decades, NESC Consultants—hundreds of former senior executives and seasoned professionals—have been helping nonprofit organizations operate more effectively and efficiently in the tri-state area.

New York City

NESC Consultants assist nonprofit agencies throughout the five boroughs of New York in such sectors as arts and culture, healthcare, social services, religion, education and government. Clients include AVI CHAI Foundation, Carter Burden Senior Center, Morningside Heights Housing Corporation, Asia Society, Russian American Kids Circus On Stage, Magis Americas, Ravsak, Helene Fuld College of Nursing, Grace Children's Foundation, and Osborne Association.

Westchester and Rockland Counties

NESC Consultants assist Westchester County and Rockland County nonprofits involved in healthcare and environmental matters, education, government services and economic development. Clients include Holocaust and Human Rights Education Center, Rockland Economic Development Corporation, Friends of the Palisades Interstate Park Commission, City of Mt. Vernon, United Hospice of Rockland, Jawonio, and Summit Music Festival.

“NESC has shown tremendous vision in the concept of Social Enterprise for nonprofits. It could not have come at a better time. We and most nonprofits in our field are feeling terrible effects of a poor economy as it affects state and local funding for social service programs. Not only did NESC recognize that need but they also respected our mission and the social service aspect of social enterprise.”

Stephen Rynn
Executive Director
Mission of the
Immaculate Virgin

SUCCESS STORY

Life's WORC,
Long Island

The Challenge
Life's WORC is a \$40 million nonprofit agency offering individuals with disabilities the opportunity to live in a home of their own along with peers as a “family unit.” Currently it maintains a total of 32 sites located throughout Queens, Nassau and Suffolk counties providing community supports to more than 12,000 people with developmental disabilities. The individuals range from three to sixty-four years of age.

Life's WORC needed assistance in creating and implementing a Strategic Plan to implement their newly developed IT protocol.

The NESC Solution
The NESC consulting team fully understood the dynamics of the situation and successfully turned a potential negative into a positive. By working closely with senior management and the client's IT Department, our consultants were able to demonstrate to the IT staff that NESC's efforts were aimed at outlining a strategic plan of action for enhancing the staff's skill sets, not replacing personnel. They were able to make each staff member an advocate for the work being done and willing to share the information needed. Thanks to NESC's sensitive approach, the IT staff at Life's WORC felt secure and fully understood that the end product of the strategic planning consultancy would result in the upgrading of their skills.

continued >

New Jersey

NESC Consultants assist New Jersey nonprofits, educational institutions and local, county and state government entities. The NESC New Jersey Region is so effective that it was selected by the Geraldine R. Dodge Foundation, the New Jersey Department of Community Affairs and others to help their grantees and agencies. *Clients include ARC/Mercer, Neighborhood House Association, Partnerships for People, Passaic River Coalition, SAGE Eldercare, United Way (in several communities), Picatinny Innovation Center, Ujima Ministries and Child Placement Advisory Council, NJ Family Courts.*

SUCCESS STORY

The Mews, Connecticut

The Challenge

The Mews is a retirement residence in downtown Greenwich, CT. It has been a wonderful, caring home for its residents for over 40 years.

NESC was engaged to examine the culture of the facility's management and its interaction with its volunteer Board of Directors. Some of its long standing board members indicated their desire to streamline their roles and work more closely with the management.

The NESC Solution

An NESC consulting team reviewed the current relationship between the Board and the management. It recommended that management responsibilities and accountabilities be expanded. The consultants also suggested that the volunteer Board simplify its structure to include three committees with specific functions.

Moreover, it urged that the head management position of Administrator be enhanced into a full Executive Director position with more clearly defined responsibilities.

The Board of The Mews was pleased with the NESC recommendations and subsequently hired a new Executive Director and adopted many of the Board restructuring proposals.

Central Connecticut

NESC Consultants assist nonprofit organizations in Hartford, Middlesex and New Haven counties, including those in the arts and culture, health and human services, education, religion and government. *Clients include Amistad America, Trinity College Community Child Center, Jewish Historical Society of Greater Hartford, Broad-Park Development, The Children's Museum of West Hartford, CT, Capital Region Education Council, Connecticut Women's Consortium, New England Air Museum, St. Agnes Home, United Way of the Capital Area (Hartford), Kubn Employment Opportunities, NAMI, and YWCA of the Hartford Region.*

Southwestern Connecticut

NESC Consultants assist nonprofit organizations throughout Fairfield County, including those in education, the arts, community services, religion and government. *Clients include CTE, Inc., Easton, Redding & Region 9 School Districts, Greenwich Public Schools, Senior Services of Stamford, Norwalk Grassroots Tennis, Trumbull School System, YMCA of Greenwich, Salvation Army of Stamford, Shelter for the Homeless, St. John's Episcopal Church, and Voluntary Services for the Blind.*

Long Island

NESC Consultants assist nonprofit organizations in Nassau and Suffolk Counties involved in healthcare, social services, religion, the arts and education. *Clients include Catholic Charities, Christ Episcopal Church, Life's WORC, Family Service League of Suffolk County, Nature Conservancy, United Way of Long Island, and Mill Neck Services for Deaf Adults.*

"NESC devised a survey that helped Matheny assess our workplace climate, strengths and areas where we need improvement. I was very satisfied with the whole process."

Steven Proctor, President
Matheny Medical and
Educational Center

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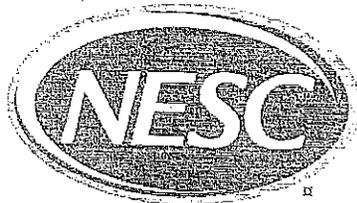
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To make a meaningful contribution to our communities by strengthening the management of America's nonprofit organizations, schools and government agencies through high-quality, affordable consulting services.



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Arts and Culture

Anderson Ranch Arts Center (Snowmass Village, CO)

- Executive Director

BAM (Brooklyn, NY)

- Vice President for Development

Sundance Institute (Los Angeles, CA)

- Director of Individual Giving
- Assistant Director of Individual Giving

Guild Hall (East Hampton, NY)

- Executive Director

Park Avenue Armory (New York, NY)

- Chief Development Officer

Museum of the Moving Image (New York, NY)

- Director of External Affairs

Nantucket Historical Association (Nantucket, MA)

- Executive Director

The Aldrich Museum of Contemporary Art (Ridgefield, CT)

- Executive Director

[▼ more](#)



Education

Bank Street College of Education (New York, NY)

- Vice President for Development

Brown University (Providence, RI)

- Senior Vice President for Advancement
- Vice President for Alumni Relations
- Vice President for Development

Colgate University (Hamilton, NY)

- Vice President for Communications

Education Through Music (New York, NY)

- Executive Director

Middlebury (Middlebury, VT)

- Vice President for Communications
- Associate Vice President for Marketing
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- Executive Director for Communications and Public Affairs

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- Executive Director
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Ethical Culture Fieldston School (New York, NY)

- Director of Communications
- Director of Technology

ReadWorks (Brooklyn, NY)

- Executive Director

Vassar College (Poughkeepsie, NY)

- Vice President of Alumnae/i Affairs and Development

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**Environment****Friends of the High Line (New York, NY)**

- Executive Director
- Vice President, Development (2x)

Rainforest Alliance (New York, NY)

- Vice President for Development

Friends of Hudson River Park (New York, NY)

- Executive Director

New York Restoration Project (New York, NY)

- Executive Director (3x)
- Senior Vice President of External Affairs
- Chief Development Officer

Rocky Mountain Institute (New York, NY; Boulder, CO; San Francisco, CA)

- Principal, Development
- Major Gift Officer (3x)

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**Human Services****Cohen Veterans Network (Stamford, CT/Washington, DC)**

- Senior Vice President, Advancement

Educational Alliance (New York, NY)

- President & Chief Executive Officer

JCCA (New York, NY)

- President & CEO

Amnesty International USA (New York, NY)

- Deputy Executive Director, External Affairs (2x)

Orbis International (New York, NY)

- Director Individual Giving
- Director Corporate Partnerships

David Lynch Foundation (New York, NY)

- Chief Operating Officer

New York Foundling (New York, NY)

- Vice President, Development
- Vice President, Human Resources

Children's Tumor Foundation (New York, NY)

- Chief Advancement Officer

Jewish Community Project (New York, NY)

- Executive Director

Catholic Guardian Services (New York, NY)

- Chief Advancement Officer

American Jewish World Service (AJWS) (New York, NY)

- Executive Vice President

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- Executive Director, Shangri La (Honolulu, HI)
- Executive Director, Duke Farms (Hillsborough Township, NJ)

Poses Family Foundation (New York, NY)

- Program Director, Workplace Initiative

Robertson Foundation (New York, NY)

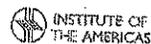
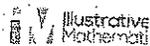
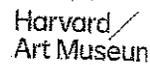
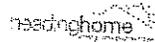
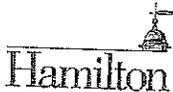
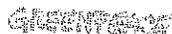
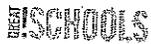
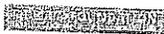
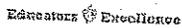
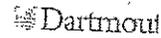
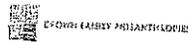
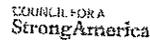
- Program Director, Environment Portfolio

Deepening the impact of mission-driven organizations

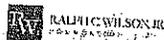
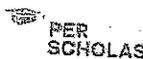
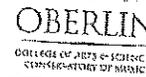
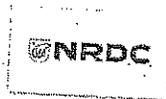
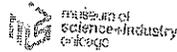
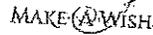
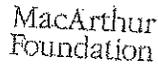
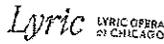
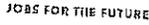
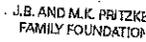
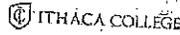
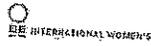
This select list of clients reflects the breadth and depth of Koya's work across sectors, regions and roles

FILTER BY [Reset List \(1\)](#) [View Complete List of Closed Searches \(1 closed\)](#)





Clients | Koya Leadership Partners





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Candidates (/candidates/)	Search		Twitter (https://twitter.com
Clients (/clients/)	(/services/placemei		LinkedIn
Contact (/contact/)			(http://www.linkedi

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KOYA

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Jersey City Free
Public Library

Executive Director

Koya Leadership Partners is a national executive search firm
dedicated to placing exceptionally talented leadership at
mission-driven organizations and institutions of higher education.

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OUR FIRM

Koya Leadership Partners is a leading retained search and consulting firm that partners exclusively with mission-driven clients and social enterprises. Clients come to Koya — and return — for the 'gold standard' in executive search.

Many of our senior recruiters have chosen to move their practices to Koya from global executive recruiting firms, including Russell Reynolds Associates, Spencer Stuart, Heidrick & Struggles and Korn Ferry. Others have had deep experience working with nonprofits and businesses and bring an insider's view and network into the field. Since its founding in 2004, Koya has grown to over 70 team members across the country. Our team has a genuine passion for, and commitment to, mission-driven work.

Koya has been recognized by Forbes as one of America's Best Management Consulting Firms and one of America's Best Executive Recruiting Firms. Koya's CEO & Founder, Katie Bouton, has received numerous awards for her role as a high-impact female business leader.

At Koya, we believe that the right person in the right place can change the world.

OUR VALUES & OUR COMMITMENT TO DEI

We believe that talent is the key lever for achieving social change. Our firm's core values include:

IMPACT	DEI	RESPECT	INNOVATION	JOY
We believe in creating avenues and pathways for individuals and organizations to make a positive and lasting impact in the world.	We are constantly striving to nurture, promote and reflect a diverse workforce that fosters equity and inclusion within Koya and this ongoing commitment is mirrored in our work with clients.	Everything we do stems from the tremendous respect we have for our clients, our candidates and the work we do together to make our world a better place.	We embrace opportunities for innovation through continuous learning, new ideas and technology to better serve the evolving needs of our team and clients.	We believe in the power of joy and know that the success of our work is tied to the spirit and passion of our team.

Koya Leadership Partners has an explicit commitment to diversity, equity and inclusion in our work with clients as well as internally in our own firm. Our attention to diversity goes beyond rhetoric. We track diversity both internally and externally and use diversity metrics as a measurement of performance for our recruiters.

We are proud to have assumed a leadership role with regard to diversity. In the 15 years that Koya has been serving clients, one-third of the leaders we place are people of color and two-thirds are women. Internally, our national staff is approximately 40% people of color. We are deeply committed to increasing these numbers to more accurately reflect national demographics and the communities that we serve.

OUR REACH

Koya's work is diverse. We have deep expertise in the following areas:

- Advocacy and Social Justice
- Arts and Culture
- Education
- Environment and Conservation
- Foundations and Philanthropy
- Health and Social Services
- Higher Education
- International
- Membership Organizations
- Women and Girls
- Youth Services

We place CEOs/Executive Directors/Presidents and leaders who report to them. Koya recruits executives from both the nonprofit and private sectors to fill such roles as:

- CEO/Executive Director/President
- Trustee/Board Member
- Chief Operating Officer
- Chief Financial Officer
- Chief Policy Officer
- Chief Program Officer
- Chief Development Officer
- Chief Marketing Officer
- Chief of External Relations

KOYA AT A GLANCE

FUNCTIONAL EXPERTISE

President, CEO & Executive Director · Development · Marketing & Communications · Finance
 Operations & Program Leadership · Human Resources · Education Management · Information Technology

NATIONAL PLACEMENTS COAST TO COAST IN
37 STATES (and counting...)



11 KOYA OFFICES
 NATIONWIDE



SECTOR EXPERTISE

Advocacy · Cultural Institutions · Environment · Foundations/Philanthropy · Health & Social Services
 Higher Education · Independent Schools · International · Membership Organizations
 Social Justice · Women & Girls · Youth Development & Education Reform

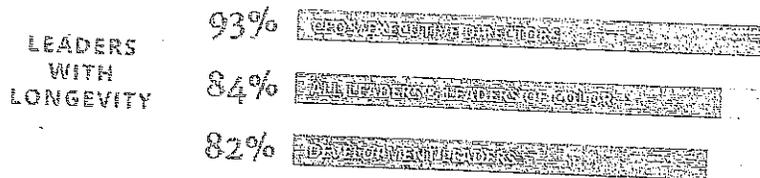
OF OUR PLACED
 CANDIDATES



2/3 ARE WOMEN

1/3 ARE PEOPLE OF COLOR

Since 2014, the majority of the leaders Koya has placed are still in their roles:



OUR TEAM FOR THE JERSEY CITY FREE PUBLIC LIBRARY

Koya's team members bring years of combined experience in executive recruiting, higher education, human resources and nonprofit and corporate strategy. Each search team is carefully crafted and consists of a leader who serves as the main client contact and provides guidance, updates and insight into the candidate pool and the search process, all while working with our national team to ensure that we're tapping into Koya's relevant networks and expertise to benefit our clients.

We design multi-disciplinary teams that draw upon our diverse areas of expertise. For this search, our team would be led by Trisha Sutrisno and supported by Meghan Franklin. All team members are accessible to our clients and work closely together on all elements of the search. In all phases of our work, we will serve as facilitators, consensus builders and planners so that we can successfully engage the many constituencies at the Jersey City Free Public Library.

TRISHA SUTRISNO

Vice President, Executive Search

With more than ten years of experience in executive search, Trisha specializes in recruiting executives to mission-driven clients nationwide and internationally. Trisha is responsible for all aspects of the executive search lifecycle. She partners closely with clients and is known for identifying and recruiting top tier leaders.

Over the course of her career, Trisha has led successful searches for a range of clients, including Amnesty International, The Bill & Melinda Gates Foundation, the Walton Family Foundation, New Venture Fund and BSR.

Trisha has extensive experience executing CEO/President, Executive Director, CFO, COO, Chief Development Officer and other senior leadership searches for high-performing social enterprises and foundations ranging in operating budgets and assets up to \$9 billion.

Previously, Trisha spent six years on the executive search team at The Bridgespan Group, the global consulting firm that collaborates with mission-driven leaders, organizations, and philanthropists to break cycles of poverty and dramatically improve the quality of life for those in need. Trisha also honed her executive search expertise at Ridgeway Partners, a global advisory firm specializing in executive search for Fortune 100 companies. Trisha is a Certified Diversity Recruiter. Trisha is a graduate of the Schreyer Honor's College at Penn State University where she earned her B.A. in Labor and Industrial Relations. Trisha is based in Pennsylvania and spends part of the year in Sarasota, Florida.



MEGHAN FRANKLIN

Consultant, Executive Search

Meghan is dedicated to identifying and recruiting the highest-caliber leaders for mission-driven organizations across the country. With a focus on candidate development and logistical support, Meghan partners with colleagues to conduct searches with nonprofits and foundations across a range of sectors, including social justice, the environment, education reform and arts and culture, among others. She has supported leadership searches for Heising-Simons Foundation, the Arcus Foundation, the Center for Employment Opportunities, Fair Food Network, Council for a Strong America, and the Natural Resources Defense Council among numerous others.



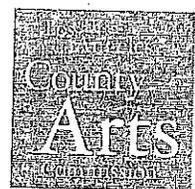
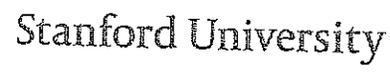
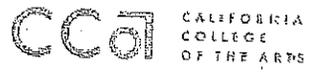
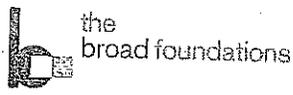
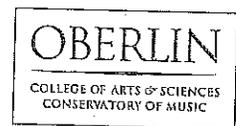
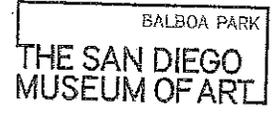
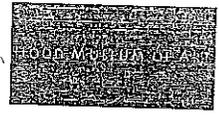
Meghan began her career in higher education, first as a recruiter at Stetson University in DeLand, Florida, then as Development Officer at Rollins College in Winter Park, Florida. These roles helped her realize her desire to further the work of mission-driven organizations. Koya has given Meghan a platform to combine this passion with her professional skills. Meghan holds a B.A. in Political Science with minors in creative writing and journalism from Stetson University. Meghan is based in Orlando, Florida.

OUR EXPERTISE WITH EDUCATION, CULTURE & RELATED

Koya consultants have conducted hundreds of searches for a wide range of arts and cultural institutions, educational institutions, libraries, museums and arts nonprofits across the country.



Grantmakers in the Arts
Supporting a Creative America



SELECTED PLACEMENTS

Koya consultants have placed the leaders of a range of art museums, libraries and other large civic, mid-size, university and regional museums. We have also worked with foundations and related entities that fund the arts and culture field.

The Nelson-Atkins Museum of Art



HATHAWAY MARANDA
Chief Development Officer
Nelson-Atkins Museum of Art

Koya partnered with the Nelson-Atkins Museum of Art on its Chief Development Officer search.

The Nelson-Atkins in Kansas City is recognized nationally and internationally as one of America's finest art museums. The Nelson-Atkins' renowned collection includes nearly 40,000 art objects and is known for its Asian art, European and American paintings, photography, modern sculpture, and new American Indian and Egyptian galleries. Housing a major art research library and the Ford Learning Center, the Museum is a key educational resource for the region.

Maranda comes to the Nelson-Atkins from Honolulu, where she was a pillar of the fundraising community since 2013. Maranda was the Honolulu Museum of Art's first deputy director for Advancement. During her time with the Honolulu Museum of Art, Maranda increased contributed revenue by 50 percent and increased membership by 40 percent.

Before moving to Hawaii, Maranda was the director of individual giving at the Sundance Institute, where she oversaw donor relations and grew individual giving more than 200 percent for that organization. Prior to that, she was the director of major gifts at the Los Angeles County Museum of Art. In 2016, Maranda was a Getty Leadership Institute Fellow.



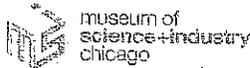
ALLISON SOWDEN
Chief Financial Officer
The Art Institute of Chicago

Koya partnered with The Art Institute of Chicago over a period of years to recruit numerous members of its senior team, including Alison Sowden as Chief Financial Officer.

Sowden came to the Art Institute from the Huntington Library, Art Collections and Botanical Gardens in San Marino, California, where she served as the Vice President for Financial Affairs. At the Huntington, Sowden oversaw the management of a \$430 million endowment and \$51 million operating budget. During her tenure, the Huntington endowment grew from \$66 million in 1990 to its current value. Sowden's exemplary leadership at the Huntington earned her the Nonprofit CFO of 2013 Award presented by the Los Angeles Business Journal.

After a successful chapter in Chicago at the Art Institute, Sowden returned to California for personal reasons and is now the Vice President and CFO of the Los Angeles Philharmonic.

Sowden holds a Bachelors of Business Administration from Temple University. She earned an M.A. in English Literature at the University of Virginia.



ROSE FEALY
Vice President of Finance and Administration/Chief Financial Officer
Museum of Science and Industry

Koya partnered with the Museum of Science and Industry on its Vice President of Finance and Administration/CFO search. The Museum of Science and Industry is the second-largest cultural attraction in Chicago and one of the largest science museums in the world with exhibits designed to spark scientific inquiry and creativity.

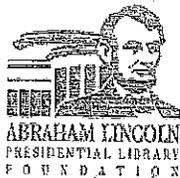
Fealy joined MSI as CFO after more than 30 years of leadership experience in operations, finance, human resources and client service in the private sector as well as with nonprofit organizations.

Prior to MSI, Fealy was a Principal at the Civic Consulting Alliance, a nonprofit management consulting firm that works pro bono with business experts and government leaders to develop solutions for city, county and state government agencies.

Fealy had a robust career in the private sector prior to her work with nonprofits. She was with Accero as a Vice President and GM and held various positions at Hewitt Associates, Duchossois Industries, Cummins Inc., Case Corporation.

Her philanthropic roles include serving as a trustee of Kenyon College, a Board director of The Cradle and executive director of Music@Bethel.

Fealy holds a B.A. in Economics from Kenyon College. She earned her M.B.A. from the University of Chicago Booth School of Business.



CARLA KNOROWSKI
Chief Executive Officer
Abraham Lincoln Presidential Library Foundation

Koya partnered with the Abraham Lincoln Presidential Library Foundation to recruit its Chief Executive Officer. The Foundation supports the educational and cultural programming of the Presidential Library and Museum and promotes a greater appreciation of history through exhibits, conferences, publications, and other activities designed to promote historical literacy.

Knorowski joined the Library with over 30 years' experience in the nonprofit sector, serving in leadership roles in educational and cultural institutions. Knorowski was the Vice President for Institutional Advancement, and Executive Director of the Northeastern Illinois University Foundation.

She also served in various leadership positions at the University of Illinois at Chicago, including Associate Chancellor for Alumni Relations. Knorowski has worked with the Chicago Humanities Festival as well as the Museum of Science and Industry.

Knorowski holds a B.A., M.A. and Ph.D. in Public Policy and Political Science from the University of Illinois at Chicago. She is an alumna of Harvard University's Institutes for Higher Education program.

SEARCH METHODOLOGY

We work with our clients to develop a process that serves them well. We draw on our experience with other searches and our knowledge of each client's unique culture and circumstances to craft an orderly, timely and credible search process.

While each search is unique and we customize our approach, our search process typically includes four key phases. For this search, we are suggesting a fifth phase to ensure a successful transition.

- 1. Kickoff & Stakeholder Meetings**

Our work together begins with setting the context for the search and planning in detail all phases of the process. We agree to a timeline and confirm the deliverables that you can expect. We begin with a holistic, analytical needs assessment that includes a deep investigation of your unique culture. We spend time with you and with whomever you recommend to develop a nuanced understanding of your organizational culture and of the intangible qualifications required for success in the role. We use our findings from these discussions to craft or revise the Position Profile, which serves as the primary marketing document for the search, articulates the key competencies and is used to communicate search priorities. The qualities and characteristics outlined in the Position Profile serve as the guidepost during all remaining steps in the search.
- 2. Candidate Development**

Once we have a final Position Profile, we begin our work in the market. Our research and outreach efforts leverage your key contacts as well as our own network of clients, leaders we have placed and experts in the field. Our research team also conducts fresh research to identify top-tier potential candidates in relevant fields and positions who are not actively seeking a new position but might be enticed to join your organization. Koya can also advertise the position in key publications if you wish.

We conduct intensive in-person or videoconference interviews with the candidates that we identify as having high potential. We evaluate the candidates against the key qualities and characteristics identified at the outset of the engagement and assess cultural fit and other qualities. We update you regularly on the developing pool, seeking feedback and providing information as needed. Finally, we may also assist with your communication with your constituencies about the progress of the search, as needed.
- 3. Interviews & Referencing**

Our team briefs you on the candidate pool and provides comprehensive candidate materials that include biographical information as well as individual strengths, areas of consideration for each candidate, and desired compensation ranges. We work with you to decide which candidates you would like to interview. As desired, we can also orchestrate the interview, including candidate scheduling and travel logistics. Once finalist candidates are identified, we check both formal and additional informal references and provide a written reference report.
- 4. Offer & Negotiations**

When we reach the offer stage, you will have all of the specific information required to craft a compelling offer that reflects your chosen candidate's motivators and needs. We can extend the offer on your behalf and negotiate as your advocate, or we can provide you with any required guidance to assist you in making the offer yourself. Finally, we work with you to develop a strategy for announcing the appointment and help orchestrate a successful transition into the role.
- 5. Transition Planning**

Koya's support doesn't end when a candidate accepts an offer. We continue to check in with the placed candidate regularly throughout the first key months on the job to help ensure a successful transition and identify any issues that may arise. We can also provide guidance on communicating the transition, helping the new leader forge the right relationships, setting clear expectations and goals and keeping the new leader engaged and inspired. A senior consultant from our Human Capital team will also be available for personalized consultations to discuss the elements of a successful transition plan and help you customize an approach.

FEE STRUCTURE

Our standard fee, based on the first year's compensation, is one-third of the total cash compensation, including base salary, projected bonus and signing bonus. The client pays an estimate of this fee as a retainer, billed over the first three months of the search.

Koya charges an administrative fee of \$3,500 of the retainer to cover expenses related to running a staff search such as this one.

Consistent with search practices, any direct, out-of-pocket expenses such as candidate and consultant travel, lodging, video-conferencing and employment screening will be billed on a monthly basis as incurred.

SEARCH GUARANTEE

If, within six months of the start date, the hired candidate resigns or is terminated for reasons directly related to his or her performance or to a breach of any company policy, Koya will perform a replacement search for that position with no additional retainer fees other than the administrative charge outlined above.

Why Choose Koya?

OUR EXPERTISE: Partnering with Koya means tapping into the expertise we have developed as a result of successfully placing hundreds of nonprofit leaders.

OUR NETWORK: Extensive experience in executive search paired with deep research expertise has allowed Koya to establish and continually develop a network of highly qualified candidates and connectors.

OUR RESULTS: We are proud of our 99 percent client satisfaction rate and the fact that more than half of our clients have come back to us for additional searches.

OUR VALUES: We are deeply motivated by our clients' missions and a desire to strengthen the nonprofit sector by placing exceptional leaders in transformational organizations.

Machlowitz Consultants, Inc.

**An Executive Search Firm Helping Notable Nonprofits and Foundations Add Top Talent
December 21, 2018**

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Representative Searches	5

“Our consultant, Marilyn Machlowitz, was outstanding. I could not imagine anybody easier to work with and so focused on our search. She was never more than an email away and gave me and the Search Committee continual support, advice, knowledge and guidance. Perhaps the greatest thing we did as a Committee was to hire Marilyn.”

-Tania McCleery, Presidential Search Chair, Harry Frank Guggenheim Foundation

I have called on Marilyn Machlowitz over the span of 14 years to help recruit top talent in the areas of training and development, human resources leadership, finance, communications and program leadership. Marilyn brings to her search work tremendous enthusiasm, commitment and a network rare to find in the search arena. Marilyn takes the time to learn about the role and culture of the organization and then moves quickly to put into place top quality candidates. Marilyn is second to none in her assessment skills, speed and engagement. A successful placement does not end at the signing of an employment contract. Marilyn offers her time and attention after an appointment has been made, aiding the on-boarding process through follow up with hiring managers and the newly appointed employee. Marilyn is always top of my list of people to call when I am looking for hard to find talent.

-Samantha H. Gilbert, VP, Talent & HR, The Ford Foundation

212.213.2435

mm@machlowitz.com

www.machlowitz.com

About the Firm

- Professionals who listen carefully to your needs
- Strong track record of repeat business since firm was founded in 1997
- Creative research and candidate outreach beyond a database of prior contacts
- The advantages of a boutique firm: short "off-limits" list; personal attention; your search gets the "A Team"
- Dedication to the not-for-profit sector with the ability to secure candidates from the for-profit world
- Consistent references from prior clients
- A track record of working with boards and with search committees
- Extensive networks and experience conducting both local/regional searches as well as national/international searches
- The senior consultant works on each assignment
- A retainer firm

Who Will Work on Your Search?

Marilyn Machlowitz personally guides each search. She received her A.B. in Psychology from Princeton University and her Ph.D. in Psychology from Yale University. Marilyn has written three books about business and behavior, including *Workaholics*. Earlier in her career, she served in senior HR roles for Continental Insurance, The New York Times Co., and Time Inc. and led Catalyst's search division for corporate boards.

Cynthia Chapman has worked with Machlowitz Consultants, Inc. since 2005. She holds a B.A. from Bryn Mawr College. She worked in the entertainment and music fields earlier in her career.

Suzanne Samelson has worked with Machlowitz Consultants, Inc. since 1998. She holds a B.A. from Barnard College. She worked in both publishing and direct marketing before moving to the search world. She is an active member of the Executive Search Roundtable.

Search Steps

We envision a search as a series of steps which we orchestrate and execute. Thus, we use client time judiciously - that is, key conference calls and efficient in-person meetings to interview select candidates.

- **Interviewing key stakeholders to develop the job description**
- **Establishing work process**
- **Setting client interview schedule well in advance**
- **Creating the search strategy and conceptualizing the opportunity**
- **Knowing whom to call first**
- **Reviewing prospective candidates' qualifications**
- **Conducting customized reference checks**
- **Negotiating the offer**
- **Providing a generous guarantee period**

References

Iris Weinshall

COO, New York Public Library and Board Chair, Prospect Park Alliance (PPA)
irisweinshall@nypl.org

We completed the search for the President, PPA in August, 2014. We completed a search for her at the New York Public Library in 2018.

Catie Marron

Chair of the Board, Friends of the High Line
catiemarronnyc@gmail.com

She has chaired the boards of Friends of the High Line and the New York Public Library. We have conducted several senior searches for FHL in the past year.

Maria Torres-Springer

Commissioner, HPD, City of New York
maria.torresspringer@gmail.com

We completed three searches for Maria, in her role as COO, Friends of the High Line.

Darren Walker

President, Ford Foundation
d.walker@fordfoundation.org

We have worked on several searches for Ford – including his Chief of Staff (from The White House). Many years ago, we recruited Darren to The Rockefeller Foundation.

Samantha Gilbert

VP, Human Resources and Talent and HR, The Ford Foundation

s.gilbert@fordfoundation.org

We completed numerous searches for Samantha at Ford and, previously, at, Rockefeller Foundation.

Richard Beattie

Senior Chairman, Simpson Thacher

rbeattie@stblaw.com

Dick chaired the board and served on the search committee for the president of New Visions for Public Schools.

Johanna Steinberg

General Counsel, The Bronx Defenders

johannas@bronxdefenders.org

Johanna was the client point person for two searches: ED and COO 2017-2018.

Jeanne Haws

COO, Wellspring Philanthropic Fund

jhaws@wpcf.org

We completed the General Counsel search for Wellspring in 2018. And we are now working on another assignment for the Fund.

Betsy Fader

VP, Program, Surdna Foundation

bfader@surdna.org

We completed a second Program Director search for Surdna and are now working on a third search for the Foundation.

Antonia Grumbach

Of Counsel, Patterson Belknap Webb & Tyler

amgrumbach@pbwt.com

We completed two searches for Whiting Foundation in 2013.

Earl Ward

Partner, Emery Celli Brinckerhoff & Abady

eward@ecbalaw.com

He chairs two nonprofit boards. We have completed two searches for Bronx Defenders and are now working on the third.

Representative Searches

President/CEO	The Africa-America Institute
President/CEO	Brooklyn Community Foundation
President/CEO	Brooklyn Children's Museum
President	Citizens Budget Commission
President	Lower Manhattan Cultural Council
President	Greater Jamaica Development Corporation
President	Trickle Up Program
President	Institute of Classical Architecture & Art
President	PENCIL
President	Nonprofit Coordinating Committee
President	Harry Frank Guggenheim Foundation
President	New Visions for Public Schools
President	Harlem School of the Arts
President/Parks Administrator	NY League of Conservation Voters
Executive Director	Prospect Park Alliance
Executive Director	Friends of the High Line
Executive Director	Central Synagogue
Executive Director	Hot Bread Kitchen
Executive Director	Student Press Law Center
Executive Director	Community Resource Exchange
Executive Director	Young Women's Leadership Network
Executive Director	The Communications Network
Executive Director	Whiting Foundation
Executive Director	Volunteer Lawyers for the Arts
Executive Director	West Side Campaign Against Hunger
Executive Director	Coro
Executive Director	Urban Pathways
Executive Director	The HOPE Program
Executive Director	The Fresh Air Fund
Executive Director	Governors Island Alliance
Executive Director, Child Study Center	New York University Medical Center
Executive Director	Congregation Rodeph Shalom
Executive Director	Cities of Service
Executive Director	Grand Street Settlement
Executive Director	Brooklyn Kindergarten Society
Head of School	International Preschools
Executive Director	American Friends of Magen David Adom
Executive Director	Learning Through an Expanded Arts Program
Executive Director	National Dance Institute
Director	The Bronx Defenders
Chief Strategy and Operations Officer	Aldrich Contemporary Art Museum
COO	Center for Reproductive Rights
COO	Friends of the High Line
COO	The Bronx Defenders
CAO	The Rockefeller Foundation
CAO	Convent of the Sacred Heart
	International Preschools

Vice President, Finance & Operations	Arcus Foundation
Vice President, Finance & Administration	William T. Grant Foundation
Director, Finance & Administration	El Museo del Barrio
Director of Administration	Russell Sage Foundation
Chief Communications Officer	Central Park Conservancy
Director, Childhood Obesity Center	Robert Wood Johnson Foundation
Assoc. Dean, Gerstner Sloan-Kettering Graduate School	Memorial Sloan-Kettering Cancer Center
Senior Vice President, Health Care	Robert Wood Johnson Foundation
Chief Program Officer	The Bronx Defenders
Director, Just Films	The Ford Foundation
Managing Director	The Rockefeller Foundation
General Counsel	The Bail Project
General Counsel	Teachers College
General Counsel	Private Foundation
Associate Director	Asian Cultural Council
Chief of Staff	The Ford Foundation
Chief of Staff	Andrew W. Mellon Foundation
Academic Officer, Director's Office	Institute for Advanced Study
CFO	Harlem Children's Zone
CFO	New York Hall of Science
CFO	The Rockefeller Foundation
CFO	Trevor Day School
CFO	Open Space Institute
CFO	Urban Pathways
Finance Director	Research to Prevent Blindness
Finance Director	New Visions for Public Schools
Vice President, Human Resources	The New York Public Library
Chief Human Resources Officer	The Rockefeller Foundation
Director, Human Resources and Administration	Private Foundation
Director, Human Resources	Rockefeller Brothers Fund
Director, Human Resources	New Visions for Public Schools
Director, Human Resources	JASA
Director, Human Resources	Simons Foundation
Director, Human Resources	Friends of the High Line
Director, Human Resources	Edna McConnell Clark Foundation
Director, Human Resources, International	The Ford Foundation
Director, Human Resources, Headquarters	The Ford Foundation
Director, Talent Development	The Ford Foundation
Vice President, Programs	Rockefeller Brothers Fund
Vice President, Park Operations	Friends of the High Line
Vice President, Dev. & Public Affairs	The Juilliard School
Vice President, Development	Randall's Island Sports Foundation
Vice President, Information Technology	Robert Wood Johnson Foundation
Vice President, Corp. Partnerships & Mktg.	Breastcancer.org
Director, Whiting Writers' Awards	Whiting Foundation
Program Director, STEM	Alfred P. Sloan Foundation
Senior Management Consultant	Robin Hood Foundation
Director, Medical Education	Hospital for Special Surgery

Director, BUILD	The Ford Foundation
Director of Admissions	Rodeph Sholom School
Vice President, Philanthropy	Central Park Conservancy
Chief Development Officer	Maimonides Medical Center
Chief Development Officer	Central Synagogue
Director of Facilities	Perelman Performing Arts Center
Senior Director, Major Gifts	Center for Reproductive Rights
Senior Director, Major Gifts	Perelman Performing Arts Center
Director of Development	International Center for Photography
Director of Development	The Calhoun School
Director of Development	Rodeph Sholom School
Director of Development	The Fresh Air Fund
Director of Development	Young Women's Leadership Network
Director, Office of the President	The Rockefeller Foundation
Presidential Speechwriter	The Rockefeller Foundation
Director of Communications	Research to Prevent Blindness
Program Officer, Journalism	The Ford Foundation
Program Officer, Arts	The Ford Foundation
Program Officer, Thriving Cultures	Surdna Foundation



Representative Clients

President/Executive Director

1199 SEIU/Employer Child Care Fund
New York, NY

The Abraham Fund
New York, NY

Addgene
Cambridge, MA

The Adirondack Council
Elizabethtown, NY

Advance Illinois
Chicago, IL

Advocacy Institute
Washington, DC

AFS-USA
New York, NY

Aid to Artisans
Hartford, CT

AIDS Action Committee
Boston, MA

AIGA
New York, NY

Alamo Community College District
San Antonio, TX

Alaska Conservation Foundation
Anchorage, AK

Albany Law School
Albany, NY

Alexandria Technical & Community College
Alexandria, MN

Alfred State College, SUNY College of Technology
Alfred, NY

Alianza Hispana, La
Roxbury, MA

Allegheny County/Human Services Initiative
Pittsburgh, PA

Alliance for Academic Internal Medicine
Washington, DC

Alliance for Excellent Education
Washington, DC

Alzheimer's Association
Chicago, IL

American Association for the Advancement of Science
Washington, DC

American Association of Clinical Endocrinologists
Jacksonville, FL

American Association of Physics Teachers
College Park, MD

American Birding Association
Colorado Springs, CO

The American Board of Family Medicine, Inc.
Lexington, KY

American Board of Internal Medicine
Philadelphia, PA

American Board of Ophthalmology
Bala Cynwyd, PA

American Board of Pediatrics
Chapel Hill, NC

American Board of Preventive Medicine
Chicago, IL

The American Board of Surgery
Philadelphia, PA

The American City Coalition
Roxbury, MA

American Civil Liberties Union
New York, NY

American Civil Liberties Union of Massachusetts
Boston, MA

American Civil Liberties Union of Michigan
Detroit, MI

American Civil Liberties Union of New Jersey
Newark, NJ

American Civil Liberties Union of Northern California
San Francisco, CA

American College of Cardiology
Bethesda, MD

American Constitution Society
Washington, DC

American Craft Council
Minneapolis, MN

American Forests
Washington, DC

American Geophysical Union
Washington, DC

American Health Lawyers Association
Washington, DC

The American Legacy Foundation
Washington, DC

The American Prospect
Boston, MA

American Red Cross of Massachusetts Bay
Boston, MA

The American Society for Cell Biology
Bethesda, MD

American Society for Health-System Pharmacists Foundation
Bethesda, MD

American Society of Clinical Oncology
Alexandria, VA

American Society of Nuclear Cardiology
Bethesda, MD

American Sociological Association
Washington, DC

American Student Assistance Corporation
Boston, MA

American University in Bulgaria
Blagoevgrad, Bulgaria

American University of Central Asia
Bishkek, Kyrgyz Republic

American University of Kuwait
Safat, Kuwait

Americans for Campaign Reform
Concord, NH

Americans for Peace Now
Washington, DC

Amherst College
Amherst, MA

Amref Health Africa
New York, NY

Andrew W. Mellon Foundation
New York, NY

Anna Maria College
Paxton, MA

Annie E. Casey Foundation
Baltimore, MD

The Antilles School
St Thomas, U.S. Virgin Islands

Antioch College
Yellow Springs, OH

Antioch University
Yellow Springs, OH

Antioch University Seattle
Seattle, WA

Arcus Center for Social Justice Leadership, Kalamazoo College
Kalamazoo, MI

Arizona Family Housing Fund
Scottsdale, AZ

Arizona State University, Stardust Center for Affordable Housing and the Family
Tempe, AZ

Arnold P. Gold Foundation
Englewood Cliffs, NJ

ArtCenter College of Design
Pasadena, CA

The Arthur M. Blank Family Foundation
Atlanta, GA

Artists Rights Foundation
Los Angeles, CA

ArtPlace America
Chicago, IL

Arts Boston
Boston, MA

Asian University for Women Support Foundation
Cambridge, MA

Associated Grant Makers
Boston, MA

Association for Information Science and Technology
Silver Spring, MD

Washington, DC

Association of American Publishers
Washington, DC

Association of Research Libraries
Washington, DC

Association of Zoos and Aquariums
Silver Spring, MD

Aurum
Gloucester, MA

Austen Riggs Center
Stockbridge, MA

Baldwin-Wallace College
Berea, OH

Baltimore Community Foundation
Baltimore, MD

Barr Foundation
Boston, MA

Bat Conservation International
Austin, TX

Becker College
Worcester, MA

The Beldon Fund
New York, NY

Bellarmino University
Louisville, KY

Benjamin Franklin Institute of Technology
Boston, MA

Benova
Portland, OR

Bergen Community College
Paramus, NJ

Berkeley Policy Associates
Oakland, CA

Berkshire Farm Center and Services for Youth
Canaan, NY

Berkshire Taconic Community Foundation
Sheffield, MA

Bernard Zell Anshe Emet Day School
Chicago, IL

Beth Abraham Health Services
Bronx, NY

Bickel & Brewer Latino Institute for Human Rights at NYU School of Law
New York, NY

Big Brothers Big Sisters Southeastern Pennsylvania
Philadelphia, PA

Bigelow Laboratory for Ocean Sciences
West Boothbay Harbor, ME

Biological Sciences Curriculum Study
Colorado Springs, CO

The Association for the Advancement of Mexican Americans (AAMA)
Houston, TX

Association of American Law Schools
Washington, DC

Blue Cross Blue Shield of South Carolina
Columbia, SC

Board of Bar Overseers
Boston, MA

Bon Secours Health System
Marriottsville, MD

Boston Architectural College
Boston, MA

Boston Bar Association
Boston, MA

Boston Children's Museum
Boston, MA

Boston College High School
Dorchester, MA

Boston Debate League
Boston, MA

Boston Fenway Program
Boston, MA

Boston Foundation for Sight
Needham, MA

The Boston Foundation
Boston, MA

Boston Library Consortium
Boston, MA

Boston Museum Project
Boston, MA

Boston Police Department
Boston, MA

Boston Public Health Commission
Boston, MA

Boston Renaissance Charter School
Boston, MA

Botanical Research Institute of Texas
Fort Worth, TX

Bowdoin College
Brunswick, ME

Boys & Girls Clubs of Newark
Newark, NJ

Brady Campaign and Brady Center to Prevent Gun Violence
Washington, DC

Brazelton Foundation, Inc.
Fairfax, VA

Brennan Center for Justice at New York University School of Law
New York, NY

Brown University
Providence, RI

Brunswick Local Redevelopment Authority
Brunswick, ME

Buckingham, Browne & Nichols School
Cambridge, MA

The Buffalo Foundation
Buffalo, NY

Business for Social Responsibility
San Francisco, CA

Cable in the Classroom
Alexandria, VA

California Community Colleges
Sacramento, CA

California Institute of the Arts
Valencia, CA

California Polytechnic State University, Center for Innovation and Entrepreneurship
San Luis Obispo, CA

California State Polytechnic University, Pomona
Pomona, CA

California State University, Channel Islands
Camarillo, CA

California State University, Chico
Chico, CA

California State University, Stanislaus
Turlock, CA

The California Wellness Foundation
Woodland Hills, CA

California Western School of Law
San Diego, CA

Cambridge Center for Adult Education
Cambridge, MA

Cambridge College
Cambridge, MA

The Cambridge Friends School
Cambridge, MA

The Cambridge Health Alliance
Cambridge, MA

Cambridge-Ellis School
Cambridge, MA

The Campagna Center
Alexandria, VA

CancerCare, Inc.
New York, NY

Cape Arts & Entertainment
Hyannis, MA

Cardinal Cushing Centers, Inc.
Hingham, MA

Casa Myrna Vazquez, Inc.
Boston, MA

The Casey Family Program
Seattle, WA

CAST
Wakefield, MA

Center for Community Solutions
Cleveland, OH

Center for Families and Children
Cleveland, OH

Center for International Environmental Law
Washington, DC

Center for Reproductive Rights
New York, NY

The Center for Responsive Politics
Washington, DC

Center for Science in the Public Interest
Washington, DC

Central Asian-American Enterprise Fund
Washington, DC

Central Boston Elder Services
Boston, MA

Central European University
Budapest, Hungary

CEOs for Cities
Boston, MA

Champlain College
Burlington, VT

Chapin Hall at the University of Chicago
Chicago, IL

Charles E. Smith Jewish Day School
Rockville, MD

Charles H. Revson Foundation
New York, NY

Charter School Support Services, Inc.
Framingham, MA

Chatham-Savannah Youth Futures Authority
Savannah, GA

Chattanooga Neighborhood Enterprise, Inc.
Chattanooga, TN

Chemical Heritage Foundation
Philadelphia, PA

Chesapeake Bay Maritime Museum
St. Michaels, MD

Chewonki Foundation
Wiscasset, ME

Chicago Zoological Society and Brookfield Zoo
Brookfield, IL

Child & Family
Middletown, RI

The Child Health and Development Institute of Connecticut, Inc.
Farmington, CT

Child Health Services
Manchester, NH

Child360
Los Angeles, CA

Children's Hospital Boston at Waltham
Waltham, MA

Children's Hospital Boston, Martha Eliot Health Center
Boston, MA

Chimes International, Ltd.
Baltimore, MD

China Medical Board, Inc.
New York, NY

Choose Worcester, Inc.
Worcester, MA

Church Publishing, Inc.
New York, NY

Church World Service and Witness
New York, NY

CIEE

Portland, ME

Cincinnati State Technical and Community College

Cincinnati, OH

Cities United

Washington, DC

Citizen Schools

Boston, MA

Citizens Housing and Planning Council

New York, NY

The City College of New York

New York, NY

Citymeals-on-Wheels

New York, NY

Claneil Foundation

Plymouth Meeting, PA

Claremont McKenna College

Claremont, CA

Clarkson University

Potsdam, NY

Claude Worthington Benedum Foundation

Pittsburgh, PA

Cleveland Institute of Music

Cleveland, OH

Cleveland Municipal School District

Cleveland, OH

Cleveland Museum of Natural History

Cleveland, OH

Coalition of Essential Schools

Providence, RI

Coastal Community Foundation

Charleston, SC

Coastal Enterprises, Inc.

Wiscasset, ME

Cobb Housing, Inc.

Marietta, GA

The College Board

New York, NY

College of the Atlantic

Bar Harbor, ME

College of the Holy Cross

Worcester, MA

Colorado College

Colorado Springs, CO

Colorado River Sustainability Campaign

Washington, DC

Columbia College Chicago

Chicago, IL

Columbia University Medical Center

New York, NY

Columbia University Medical Center, Augustus C. Long Health Sciences Library

New York, NY

Columbia University's Biosphere 2 Center

Oracle, AZ

The Columbus Foundation
Columbus, OH

Common Cause
Washington, DC

Common Cause and Common Cause Education Fund
Washington, DC

Community College System of New Hampshire
Concord, NH

Community Foundation for Palm Beach and Martin Counties, Inc.
West Palm Beach, FL

Community Foundation of Herkimer and Oneida Counties
Utica, NY

Community Foundation of Western Massachusetts
Springfield, MA

Community Solutions, Inc.
Windsor, CT

Community Teamwork, Inc.
Lowell, MA

Complete College America
Indianapolis, IN

Concord Academy
Concord, MA

Congreso de Latinos Unidos, Inc.
Philadelphia, PA

Connect US
San Francisco, CA

Connecticut College
New London, CT

Connecticut Community Nonprofit Alliance
Rocky Hill, CT

Connecticut South Central Mutual Housing, Inc.
New Haven, CT

Conservation Law Foundation
Boston, MA

Conservation Services Group
Westborough, MA

Consortium for Oceanographic Research & Education
Washington, DC

Consortium of Social Science Associations (COSSA)
Washington, DC

Consumer Health Foundation
Washington, DC

Converse College
Spartanburg, SC

Cooley Dickinson Hospital
Northampton, MA

Cooperative Pioneers
Greenfield, MA

Cornish College of the Arts
Seattle, WA

Corporation for Education Network Initiatives in California, The (CENIC)
La Mirada, CA

CORTEX
St. Louis, MO

Council for Accreditation of Counseling and Related Educational Programs
Alexandria, VA

The Council of Ivy Group Presidents
Princeton, NJ

Council on Foundations
Arlington, VA

Counterpart International
Arlington, VA

County College of Morris
Randolph, NJ

Crime and Justice Institute
Boston, MA

Crossroads for Kids
Duxbury, MA

Dartmouth College
Hanover, NH

Davenport University
Grand Rapids, MI

The Dayton Foundation
Dayton, OH

DC Financial Responsibility & Management Assistance Authority
Washington, DC

de Beaumont Foundation
Bethesda, MD

Delta Society
Renton, WA

The Democracy Alliance
Arlington, VA

Demos: A Network for Ideas & Action
New York, NY

Denver Zoological Foundation
Denver, CO

DePauw University
Greencastle, IN

Dependency Court Legal Services, Inc.
Monterey Pk, CA

Development Training Institute
Baltimore, MD

Dickinson College
Carlisle, PA

Dillard University
New Orleans, LA

The Dimock Center
Roxbury, MA

DORCAS International Institute of Rhode Island
Providence, RI

Dorchester Community Roundtable
Boston, MA

Dorchester Counseling Center
Dorchester, MA

Drew University
Madison, NJ

Drury University
Springfield, MO

Dudley Street Neighborhood Initiative
Roxbury, MA

Duke University
Durham, NC

Duke University Hospital
Durham, NC

Duke University, Marine Lab
Beaufort, NC

Durham Regional Hospital
Durham, NC

Earth Force
Alexandria, VA

EARTH University
San Jose, Costa Rica

EARTH University Foundation
Atlanta, GA

Earthwatch Institute International
Maynard, MA

East Baltimore Development Inc.
Baltimore, MD

East Bay Community Foundation
Oakland, CA

Ecological Society of America
Washington, DC

EdBuld
Washington, DC

Education Commission of the States
Denver, CO

The Education Trust
Washington, DC

The Education Trust-West
Oakland, CA

Educational Foundation of America
Fairfield, CT

Efficiency Maine Trust
Augusta, ME

Eisenhower Fellowships
Philadelphia, PA

Elderhostel, Inc.
Boston, MA

Electronic Frontier Foundation
San Francisco, CA

Emory & Henry College
Emory, VA

Emory University, Goizueta Business School
Atlanta, GA

Employment Resources, Inc.
Stoneham, MA

Endowment for Health
Concord, NH

Environmental Advocates of New York
Albany, NY

Environmental Law Institute
Washington, DC

The Esplanade Association
Boston, MA

Essex County Community Foundation
Danvers, MA

ETR Associates
Scotts Valley, CA

The Eurasia Foundation
Washington, DC

Executive Office of the Trial Court of the Commonwealth of Massachusetts
Boston, MA

Executive Service Corps of New England
Boston, MA

Fairmount Park Commission
Philadelphia, PA

Families USA
Washington, DC

Family Continuity, Inc.
Peabody, MA

FIRST, Inc.
Manchester, NH

Fisk University
Nashville, TN

Five Colleges, Inc.
Amherst, MA

Flagstaff Academy
Longmont, CO

The Forsyth Institute
Cambridge, MA

Foundation for Jewish Camping
New York, NY

Foundation for Jewish Culture
New York, NY

The Foundation for Maine's Community Colleges
South Portland, ME

Franklin and Eleanor Roosevelt Institute
Hyde Park, NY

Franklin College Switzerland
Sorengo (Lugano), Switzerland

Fred L. Emerson Foundation, Inc.
Auburn, NY

The Freedom Forum
Washington, DC

Freedom House, Inc.
Roxbury, MA

Friends of Caritas Cubana
Cambridge, MA

From the Top
Boston, MA

Fromm Institute for Lifelong Learning
San Francisco, CA

Fuel Freedom Foundation
Irvine, CA

Fund for Educational Excellence
Baltimore, MD

Fund for Global Human Rights
Washington, DC

Funders for LGBTQ Issues
New York, NY

Gallaudet University
Washington, DC

The Gary Becker Milton Friedman Institute for Research in Economics
Chicago, IL

Gay & Lesbian Advocates & Defenders
Boston, MA

Gay & Lesbian Alliance Against Defamation (GLAAD)
New York, NY

The George Washington University
Washington, DC

Georgetown Day School
Washington, DC

Georgian Court University
Lakewood, NJ

Geraldine R. Dodge Foundation
Morristown, NJ

Get America Working
Arlington, VA

Gettysburg College
Gettysburg, PA

Girl Scouts of the USA
New York, NY

Glendale Community College
Glendale, AZ

Global Fund for Children
Washington, DC

Goddard House Assisted Living
Brookline, MA

Goodwill Industries of Northern New England
Portland, ME

Grace Hill Settlement House
St. Louis, MO

Grameen Foundation
Washington, DC

Grand Valley State University
Allendale, MI

Grantmakers In Health
Washington, DC

Greater Baltimore YWCA
Baltimore, MD

Greater Boston Real Estate Board
Boston, MA

Greater Kanawha Valley Foundation
Charleston, WV

Greater Milwaukee Foundation
Milwaukee, WI

Greater Rochester Health Foundation
Rochester, NY

Greater Trenton
Trenton, NJ

Green Electronics Council
Portland, OR

Green Tech Charter High School
Albany, NY

Greenpeace USA
Washington, DC

Grinnell College
Grinnell, IA

Gulford County Education Network
Greensboro, NC

Hamilton College
Clinton, NY

Hamline University
St. Paul, MN

Hampshire College
Amherst, MA

Harborview Medical Center
Seattle, WA

Harlem United Community AIDS Center, Inc.
New York, NY

Hartford Foundation for Public Giving
Hartford, CT

Hartford Police Department
Hartford, CT

Hartford Public Schools
Hartford, CT

Harvard Student Agencies, Inc.
Cambridge, MA

Harvard University, Harvard Museum of Natural History
Cambridge, MA

The Hastings Center
Garrison, NY

The Havens Relief Fund Society
New York, NY

Haverford College
Haverford, PA

Health Care Advisory Board
Washington, DC

Health Foundation for Western and Central New York
Buffalo, NY

Heart Rhythm Society
Natick, MA

HEARTH, Inc.
Boston, MA

Hebrew College
Newton Centre, MA

Heifer International
Little Rock, AR

Hennepin Technical College
Eden Prairie, MN

Heritage Museums & Gardens
Sandwich, MA

Highline Academy
Denver, CO

Hispanic Health Council
Hartford, CT

Historic New England
Boston, MA

Hitachi Foundation
Washington, DC

Hitchcock Center for Women
Cleveland, OH

The Holdsworth Center
Austin, TX

Hollins University
Roanoke, VA

Holy Names University
Oakland, CA

Home and Health Association of Massachusetts, Inc.
Boston, MA

Home Health Foundation
Haverhill, MA

Homeownership Center of Charleston, SC
Charleston, SC

Hospice of the Good Shepherd
Newton, MA

Housing Enterprise of Central Alabama (HECA)
Birmingham, AL

Housing Opportunities Made Equal of Virginia, Inc. (HOME)
Richmond, VA

Houston Zoo
Houston, TX

Howard University
Washington, DC

Hudson Valley Community College
Troy, NY

The Human Rights Center at The University of Dayton, College of Arts & Sciences
Dayton, OH

The Hunger Project
New York, NY

The Hyams Foundation
Boston, MA

I Am Your Child Foundation
New York, NY

Independence Seaport Museum
Philadelphia, PA

The Initiative for a Competitive Inner City
Boston, MA

The Initiative for a New Economy
Boston, MA

Inquilinos Boricuas En Acción (IBA)
Boston, MA

INROADS/Central New England, Inc.
Boston, MA

The Institute for College Access & Success
Oakland, CA

Institute of Current World Affairs
Washington, DC

Interlochen Center for the Arts
Interlochen, MI

International African American Museum
Charleston, SC

International Association for the Study of Pain
Seattle, WA

International Institute of Boston
Boston, MA

International Rett Syndrome Foundation
Cincinnati, OH

International Youth Foundation
Baltimore, MD

Inver Hills Community College
Inver Grove Heights, MN

Island Alliance
Boston, MA

Island Conservation
Santa Cruz, CA

IYRS School of Technology and Trades
Newport, RI

The J.M. Kaplan Fund, Inc.
New York, NY

Jackson Hole Land Trust
Jackson, WY

James B. Hunt Jr. Institute for Educational Leadership and Policy
Chapel Hill, NC

James N. Jarvie Commonweal Service
New York, NY

Jane Doe, Inc.
Boston, MA

Jane Goodall Institute
Ridgefield, CT

JASON Foundation for Education
Needham Heights, MA

Jerome Foundation
St. Paul, MN

Jesuit Volunteer Corps
Baltimore, MD

Jewish Alliance of Greater Rhode Island
Providence, RI

Jewish Association on Aging
Pittsburgh, PA

Jewish Community Foundation of Greater Hartford
West Hartford, CT

Jewish Federation of San Diego County
San Diego, CA

Jewish Fund for Justice
New York, NY

Jewish Funders Network
New York, NY

The Jewish Home Family
Rockleigh, NJ

Jewish Vocational Service
Boston, MA

John Carroll University
University Heights, OH

John F. Kennedy Library Foundation
Boston, MA

John F. Kennedy Presidential Library and Museum
Boston, MA

John F. Kennedy School of Government, Hauser Center for Nonprofit Organizations
Cambridge, MA

John T. Gorman Foundation
Lewiston, ME

Johnson C. Smith University
Charlotte, NC

The Johnson Foundation
Racine, WI

Judge David L. Bazelon Center for Mental Health Law
Washington, DC

The Juilliard School
New York, NY

Just-A-Start Corporation
Cambridge, MA

Kansas City Art Institute
Kansas City, MO

Kaufman Music Center
New York, NY

Kentucky State University
Frankfort, KY

King Abdullah University of Science and Technology
Thuwal, Saudi Arabia

King and Low-Heywood Thomas School
Stamford, CT

Knox College
Galesburg, IL

Kripalu Center for Yoga & Health
Stockbridge, MA

Lakes Region Community College
Laconia, NH

Land Trust Alliance
Washington, DC

Laseff College
Newton, MA

Laurel School
Shaker Heights, OH

Law School Admission Council
Newtown, PA

Lawrence University
Appleton, WI

Lawyers' Committee for Civil Rights Under Law
San Francisco, CA

Lawyers' Committee for Civil Rights Under Law, Boston Committee
Boston, MA

Leadership Conference on Civil Rights
Washington, DC

Legal Aid Bureau, Inc.
Baltimore, MD

The Legal Aid Society
New York, NY

Legal Services Corporation
Washington, DC

Lehigh University
Bethlehem, PA

Lena Park Community Development Corporation
Dorchester, MA

Leon Lowenstein Foundation
New York, NY

Lewis & Clark College
Portland, OR

LifeSource International, Ltd.
Newport, RI

Lincoln College
Lincoln, IL

Lincoln University of Missouri
Jefferson City, MO

The Liz Claiborne Art Ortenberg Foundation
New York, NY

Local Initiatives Support Corporation
New York, NY

Long Island Community Foundation
Syosset, NY

Longy School of Music
Cambridge, MA

Lovelace Respiratory Research Institute
Albuquerque, NM

Loyola University Chicago
Chicago, IL

Loyola University New Orleans
New Orleans, LA, US

Lyme Academy College of Fine Arts
Old Lyme, CT

MacPhail Center for Music
Minneapolis, MN

Madison Area Technical College
Madison, WI

Maine Audubon
Falmouth, ME

Maine Coast Heritage Trust
Topsham, ME

Maine Community Foundation
Ellsworth, ME

Maine Institute for Human Genetics and Health
Brewer, ME

Maine School of Science and Mathematics
Limestone, ME

Manchester Community College
Manchester, NH

Manhattan College
Riverdale, NY

Marist College
Poughkeepsie, NY

Mary Reynolds Babcock Foundation
Winston-Salem, NC

Maryland Public Television
Owings Mills, MD

Mass General/North Shore Center for Outpatient Care
Boston, MA

Massachusetts Association of School Committees (MASC)
Boston, MA

Massachusetts Audubon Society
Lincoln, MA

Massachusetts Board of Registration in Medicine
Wakefield, MA

Massachusetts Cultural Council
Boston, MA

Massachusetts Department of Higher Education
Boston, MA

Massachusetts Eye and Ear Infirmary
Boston, MA

Massachusetts Gaming Commission
Boston, MA

Massachusetts Historical Society
Boston, MA

Massachusetts Immigrant & Refugee Advocacy Coalition (MIRA)
Boston, MA

Massachusetts Technology Park Corporation
Westborough, MA

Mazon: A Jewish Response To Hunger
Long Beach, NY

McHenry County College
Crystal Lake, IL

McKinley Technology High School
Washington, DC

The McKnight Foundation
Minneapolis, MN

Medical Care Development, Inc.
Augusta, ME

Medical College of Wisconsin
Milwaukee, WI

Medicare Rights Center
New York, NY

Melville Charitable Trust
Boston, MA

Metropolitan Boston Housing Partnership
Boston, MA

The Metropolitan Council for Educational Opportunity, Inc.
Roxbury, MA

MetroWest Community Health Care Foundation, Inc.
Framingham, MA

Miami University
Oxford, OH

Miami-Dade Neighborhood Housing Services, Inc.
Miami, FL

Miller College
Battle Creek, MI

Mills College
Oakland, CA

Milton Academy
Milton, MA

Milwaukee Institute of Art & Design
Milwaukee, WI

Mind and Life Institute
Hadley, MA

Minneapolis College of Art and Design
Minneapolis, MN

The Minneapolis Foundation
Minneapolis, MN

Missouri Botanical Garden
St. Louis, MO

Modern Language Association
New York, NY

Mohawk Valley Community College
Utica, NY

Monmouth College
Monmouth, IL

Monmouth University
West Long Branch, NJ

The Montpelier Foundation
Montpelier Station, VA

Moore College of Art & Design
Philadelphia, PA

Morehead State University
Morehead, KY

Morehouse College
Atlanta, GA

Morgan Community College
Fort Morgan, CO

Mount Auburn Cemetery
Cambridge, MA

Mount Ida College
Newton, MA

Mount Saint Mary College
Newburgh, NY

Ms. Foundation for Women
Brooklyn, NY

NARAL Pro-Choice America
Washington, DC

Naropa University
Boulder, CO

National Academy for Excellent Teaching
New York, NY

National Alliance on Mental Illness
Arlington, VA

National Association for Urban Debate Leagues
Chicago, IL

National Association of Black Journalists
College Park, MD

National Association of County and City Health Officials
Washington, DC

National Board for Professional Teaching Standards
Arlington, VA

National Board of Medical Examiners
Philadelphia, PA

National Center for Children in Poverty
New York, NY

National Center for Educational Accountability
Austin, TX

National Center for State Courts
Williamsburg, VA

The National Coalition for Cancer Survivorship
Silver Spring, MD

National Communication Association
Washington, DC

National Council of Jewish Women
New York, NY

National Council of Nonprofit Associations, Inc.
Baltimore, MD

National Fish and Wildlife Foundation
Washington, DC

National Head Start Association
Alexandria, VA

National Health Law Program
Washington, DC

National Immigration Forum
Washington, DC

National League for Nursing
New York, NY

National Louis University
Chicago, IL

National Medical Fellowships, Inc.
New York, NY

National Minority Supplier Development Council
New York, NY

National Parks Conservation Association
Washington, DC

National Science Teachers Association
Arlington, VA

National Skills Standards Board
Washington, DC

National Technical Institute for the Deaf (NTID-RIT)
Rochester, NY

National Voting Rights Institute
Boston, MA

Natural Lands
Media, PA

Natural Resources Council of Maine
Augusta, ME

Natural Resources Defense Council
New York, NY

NatureServe
Arlington, VA

The NEA Foundation
Washington, DC

Neighborhood Housing Services of Birmingham
Birmingham, AL

Neighborhood Progress, Inc.
Cleveland, OH

Neighborhood Reinvestment Corporation
Washington, DC

Neighborhood Reinvestment Corporation, Great Lakes District
Cincinnati, OH

Net Impact
San Francisco, CA

New Bedford Oceanarium
New Bedford, MA

New Center for Arts and Culture
Boston, MA

New England Aquarium
Boston, MA

New England Association of Schools and Colleges
Bedford, MA

New England Board of Higher Education
Boston, MA

New England College
Henniker, NH

New England College of Optometry
Boston, MA

New England Conservatory of Music
Boston, MA

New England Eye Institute
Boston, MA

New England Village
Pembroke, MA

New Israel Fund
Washington, DC

New Jersey Institute for Social Justice
Newark, NJ

New Newark Foundation
Newark, NJ

New Orleans Neighborhood Development Collaborative
New Orleans, LA

New York Academy of Sciences
New York, NY

New York City Technical College, City University of New York
New York, NY

New York Institute for Special Education
New York, NY

New York Lawyers for the Public Interest
New York, NY

New York State Education Department
Albany, NY

New York University
New York, NY

Newark Museum
Newark, NJ

Newark Public Library
Newark, NJ

Newport Restoration Foundation
Newport, RI

Newton Public Schools
Newtonville, MA

Newton-Wellesley Hospital
Newton, MA

Next Fifty Initiative
Denver, CO

NORC, University of Chicago
Chicago, IL

North Carolina Science, Mathematics, and Technology Education Center
Resrch Triangle Park, NC

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Lake Placid, NY

North Hill
Needham, MA

Northeast Academy
Denver, CO

Northeast Texas Community College
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Northeastern Regional Radiation Oncology Network, Inc.
Vernon, CT

Northern Kentucky University
Highland Heights, KY

Northern Virginia Health Foundation
Alexandria, VA

Northland College
Ashland, WI

Northwest Area Foundation
St. Paul, MN

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Ohio Education Association
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Ohio Wesleyan University
Delaware, OH

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Okinawa Prefecture, Japan

Operation A.B.L.E. of Greater Boston, Inc.
Boston, MA

Operation Respect
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Oregon Health & Science University, The Vollum Institute
Portland, OR

Oregon Institute of Technology
Klamath Falls, OR

Oregon State University
Corvallis, OR

Pacific University
Forest Grove, OR

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Brooklandville, MD

Partners Harvard Medical International
Boston, MA

Partners HealthCare at Home, Inc.
Boston, MA

Partners HealthCare Systems, Inc.
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Partnership for College Completion
Chicago, IL

Partnership on AI to Benefit People and Society
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The Partnership, Inc.
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PennFuture
Harrisburg, PA

Pennsylvania State University
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The Peter and Elizabeth C. Tower Foundation
Getzville, NY

Phi Delta Kappa International
Arlington, VA

Philadelphia Academy of School Leaders
Philadelphia, PA

The Philadelphia Foundation
Philadelphia, PA

Philadelphia Orchestra Association
Philadelphia, PA

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Phoenix, AZ

Physicians for Human Rights
Cambridge, MA

Pitzer College
Claremont, CA

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Plainfield, NJ

Planned Parenthood League of Massachusetts
Boston, MA

Planned Parenthood of Metropolitan Washington
Washington, DC

Planned Parenthood of Wisconsin
Milwaukee, WI

Plymouth State University
Plymouth, NH

Poetry Foundation
Chicago, IL

Population Communications International
New York, NY

Population Reference Bureau
Washington, DC

Portland State University
Portland, OR

Post University
Waterbury, CT

Pratt Institute
Brooklyn, NY

Presidio Graduate School
San Francisco, CA

The Pressley Ridge Schools
Pittsburgh, PA

Princeton Center for Leadership Training
Princeton, NJ

Private Industry Council, Boston
Boston, MA

Project Bread - The Walk For Hunger
Boston, MA

The Prospect Hill Foundation
New York, NY

Public Welfare Foundation
Washington, DC

Puerto Rican Legal Defense & Education Fund
New York, NY

Putney School
Putney, VT

Quest University Canada
Vancouver, BC, Canada

Rady Pediatric Genomics and Systems Medicine Institute
San Diego, CA

RAND Education
Santa Monica, CA

Rare Center for Tropical Conservation
Philadelphia, PA

Rechargeable Battery Recycling Corporation
Atlanta, GA

Redefining Progress
San Francisco, CA

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Portland, OR

Regis College
Weston, MA

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Troy, NY

Rensselaer Polytechnic Institute, Center for Materials, Devices, and Integrated Systems
Troy, NY

Research Corporation for Science Advancement
Tucson, AZ

Research Triangle Institute
Research Triangle Pk, NC

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Resource Media
San Francisco, CA

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Providence, RI

Rhode Island School of Design
Providence, RI

Riverbanks Zoo & Garden
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Nashua, NH

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Rochester Institute of Technology
Rochester, NY

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Rockefeller Family Fund
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Roxbury Crossing, MA

Roxbury Comprehensive Community Health Center
Roxbury, MA

Roxbury Tenants of Harvard Association, Inc.
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Rush University
Chicago, IL

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Teaneck, NJ

Ruth Mott Foundation
Flint, MI

Sabin Vaccine Institute
New Canaan, CT

Sacred Heart University
Fairfield, CT

The Sage Colleges
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Saint Anselm College
Manchester, NH

Saint Joseph's College of Maine
Standish, ME

Saint Xavier University
Chicago, IL

Saints Memorial Medical Center
Lowell, MA

Salus University
Elkins Park, PA

Salve Regina University
Newport, RI

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San Diego State University
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San Francisco Symphony
San Francisco, CA

San Jose State University
San Jose, CA

The Sapelo Foundation
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Bronxville, NY

Save Darfur Coalition
Washington, DC

Save the Chimps
Fort Pierce, FL

Schenectady County Community College
Schenectady, NY

Schoodic Institute
Winter Harbor, ME

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Cambridge, MA

Schwarzman Scholars
New York, NY

Science and Resilience Institute at Jamaica Bay
Brooklyn, NY

The Scripps Research Institute
La Jolla, CA

Sea Education Association
Woods Hole, MA

Sea Research Foundation, Inc.
Mystic, CT

Second Nature
Boston, MA

Securities Industry Foundation for Economic Education
New York, NY

The Seeing Eye, Inc.
Morristown, NJ

Seminary Co-op Bookstore
Chicago, IL

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Philadelphia, PA

Sexuality Information & Education Council of the USA
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SHARE Foundation

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Sharp Laboratories of America

Camas, WA

Sierra Club

San Francisco, CA

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Northampton, MA

Smithsonian Institution

Washington, DC

Smithsonian Institution, National Zoological Park

Washington, DC

The Society for Classical Studies

Philadelphia, PA

Society for Personality and Social Psychology

Coventry, CT

Society for Research in Child Development

Ann Arbor, MI

Society for Science & the Public

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Rohnert Park, CA

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Philadelphia, PA

Sound Postings/Office of Yo-Yo Ma

Arlington, MA

South Carolina Campaign to Prevent Teen Pregnancy

Columbia, SC

South Carolina Coastal Conservation League

Charleston, SC

South Carolina Council on Competitiveness

Columbia, SC

South Central College

North Mankato, MN

South County Hospital

Wakefield, RI

Southeast Technical

Winona, MN

Southwestern Law School

Los Angeles, CA

Spaulding Rehabilitation Hospital Network

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Atlanta, GA

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Rochester, NY

St. Cloud Technical College

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St. James Education Center

Boston, MA

St. John's College

Santa Fe, NM

St. John's College (MD)
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St. Mary's Center for Women and Children
Dorchester, MA

St. Mary's College of Maryland
St. Mary's City, MD

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Geneseo, NY

State University of New York Clinton Community College
Plattsburgh, NY

State University of New York College of Environmental Science & Forestry
Syracuse, NY

State University of New York System
Albany, NY

State University of New York, Downstate Medical Center
Brooklyn, NY

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Stevenson, MD

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Student Agencies, Inc.
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Suffern, NY

SUNY Ulster County Community College
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Surfrider Foundation USA
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Tar Sands Campaign
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Ten Point Coalition
Jamaica Plain, MA

TERC
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Tuskegee, AL

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Union College
Schenectady, NY

Union Industrial Home for Children
Trenton, NJ

Union of Concerned Scientists
Cambridge, MA

United Methodist Communications
Nashville, TN

United Methodist Foundation of New England
Hampstead, NH

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Washington, DC

United South End Settlements
Boston, MA

United States Institute of Peace
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Rocky Hill, CT

United Way of Massachusetts Bay
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Little Rock, AR

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Bridgeport, CT

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University of California, Berkeley
Berkeley, CA

University of California, Davis
Davis, CA

**University of California, Davis, School of Medicine, California National Primate
Research Center**
Sacramento, CA

University of California, Davis, School of Medicine, MIND Institute
Sacramento, CA

University of California, Irvine
Irvine, CA

University of California, Merced
Merced, CA

University of California, Riverside
Riverside, CA

University of California, San Diego
La Jolla, CA

University of California, San Diego, Birch Aquarium at Scripps Institution of
Oceanography
La Jolla, CA

University of California, San Francisco
San Francisco, CA

University of California, San Francisco, Clinical and Translational Science Institute
San Francisco, CA

University of Chicago Comer Children's Hospital
Chicago, IL

The University of Chicago Institute of Politics
Chicago, IL

University of Chicago Laboratory Schools
Chicago, IL

University of Chicago, Marine Biological Laboratory
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Storrs, CT

University of Dayton
Dayton, OH

University of Dayton, Hanley Sustainability Institute
Dayton, OH

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Hilo, HI

University of Hawai'i at Manoa
Honolulu, HI

University of Illinois
Urbana, IL

University of Illinois at Urbana-Champaign
Urbana, IL

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Cambridge, MD

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Amherst, MA

University of Massachusetts Dartmouth
North Dartmouth, MA

University of Massachusetts Lowell
Lowell, MA

University of Massachusetts Medical School
Worcester, MA

University of Minnesota, Institute on the Environment
St Paul, MN

University of Missouri
Columbia, MO

University of Missouri System
Columbia, MO

University of Nebraska Medical Center
Omaha, NE

University of Nebraska System
Lincoln, NE

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University of Nevada, Las Vegas, Black Mountain Institute
Las Vegas, NV

University of New Hampshire
Durham, NH

University of New Mexico
Albuquerque, NM

University of North Carolina System
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University of Rhode Island Foundation
Kingston, RI

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University of the Virgin Islands
St. Thomas, USVI

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Burlington, VT

University of Virginia
Charlottesville, VA

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Bothell, WA

University of Washington, Tacoma
Tacoma, WA

University System of New Hampshire
Lee, NH

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South Royalton, VT

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Villanova University
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Vinfen Corp.
Cambridge, MA

Virginia State University
Petersburg, VA

Virginia Union University
Richmond, VA

Visiting Nurse Association of Boston
Charlestown, MA

Visiting Nurse Association of Greater Lowell, Inc.
Lowell, MA

VNA Care Network
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Dallas, TX

Voter Block
Washington, DC

Voter Participation Center
Washington, DC

W.K. Kellogg Foundation
Battle Creek, MI

Wallace Global Fund
Washington, DC

Warren Wilson College
Asheville, NC

Washington Area Women's Foundation
Washington, DC

Washington State University
Pullman, WA

Washington State University, Tri-Cities
Richland, WA

Washington Suburban Sanitary Commission
Laurel, MD

Washington University in St. Louis
St. Louis, MO

The Water Foundation
Sacramento, CA

Watertown Public Schools
Watertown, MA

Waukesha County Technical College
Pewaukee, WI

Wellesley Centers for Women, Wellesley College
Wellesley, MA

Wellesley College
Wellesley, MA

The Wenner-Gren Foundation
New York, NY

Western Kentucky University
Bowling Green, KY

Westminster College (UT)
Salt Lake City, UT

Wheaton College
Norton, MA

Whitehead Institute for Biomedical Research
Cambridge, MA

Whitman College
Walla Walla, WA

The Wilderness Society
Washington, DC

Wildlife Conservation Society
Bronx, NY

William and Mary
Williamsburg, VA

Williams College
Williamstown, MA

The Willie Ross School for the Deaf
Longmeadow, MA

WITNESS
Brooklyn, NY

Wittenberg University
Springfield, OH

Women's Environment & Development Organization
New York, NY

Woods Hole Oceanographic Institution
Woods Hole, MA

World Affairs Council of Pittsburgh
Pittsburgh, PA

World Learning
Brattleboro, VT

WorldTeach
Cambridge, MA

Xavier University of Louisiana
New Orleans, LA

Yale-National University of Singapore Liberal Arts College
Singapore, Singapore

Yale-NUS College
Singapore, Singapore

York Country Day School
York, PA

Youth Build Boston
Roxbury, MA

Youth Sports Connection
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San Francisco, CA 94111
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ABOUT ISAACSON, MILLER

Isaacson, Miller was founded in 1982 to recruit exceptional leaders for mission-driven organizations. From the beginning, we have been committed to strengthening and diversifying the leadership of the civic sector. Today, we have approximately 200 employees located in offices in Boston; San Francisco; and Washington, DC. We conduct 300 executive searches each year and have completed almost 6,300 searches in the firm's history.

The firm works across the spectrum of public and civic missions, and we believe the breadth of our experience is a real strength and distinguishing feature. Our practice in higher education is the nation's largest and most comprehensive; today it accounts for more than half of our work. We also work extensively in healthcare, foundation leadership, economic and community development, conservation and environment, K-12 education, human services, advocacy, and arts and culture. Just last year, more than 80 percent of our clients were organizations that returned to Isaacson, Miller for additional searches after being pleased with our past results.

Although at first glance most firms seem to follow similar search processes, we have found that there are real differences in how these processes unfold in a search. What distinguishes Isaacson, Miller first and foremost is that our work is grounded in our core institutional commitment to the strengthening of civic infrastructure and our fundamental resonance with our clients' missions. This commitment is paired with a meticulous and disciplined approach to the work, with no time or effort spared to achieve an outstanding result.

In addition, Isaacson, Miller differentiates itself in several other important ways:

- We devote special care to grasping the strategic challenges and organizational culture of each client and to developing a customized research plan for each search. We network assiduously, making an effort to cultivate candidates who may not be actively seeking a new position. We personally interview promising candidates, often multiple times. A dedicated team of reference specialists conducts on- and off-list references for each finalist, and we share write-ups of these conversations with our client.
- We pay close attention to biography. We believe that the best way to anticipate a candidate's future success is to understand past experience—not only accomplishments and positions held, but also how someone has integrated those experiences into an understanding of self. In our conversations with candidates, we explore how they have changed and grown over time, how they have dealt with success or disappointment, what kinds of challenges have attracted their interest, their inclinations as colleagues and collaborators, and the trajectory of their leadership learning.
- We are recognized for the high level of service and personal attention provided to our clients. We work closely with the search committee, the board, and key stakeholders and view our engagement with our clients as a partnership built on transparency and collaboration. This commitment to a high level of personal service means that we are selective and careful about the number of search assignments that we undertake at any one time.

- Although we compete routinely with the largest market-driven search firms, Isaacson, Miller does not seek to become a genuinely large firm. We are an employee-owned company, and our growth has been steady and strategic. We seek a size and definition that allow us all the efficiencies of a high-volume practice—infrastructure, a specialized research group, dedicated reference professionals, and most saliently, the extensive network of potential candidates and sources that arises from a significant volume of searches—while preserving our emphasis on mission, craft, personal attention to clients and candidates, and excellence in service.

OUR APPROACH TO EXECUTIVE SEARCH

Isaacson, Miller typically divides a search into five phases. While the general outline remains constant, we are flexible and adapt our approach to meet the requirements of our clients.

Phase 1: Understanding the Challenge

We interview as many stakeholders as appropriate, learn the organization's cultural clues, glean the implicit values and standards of the client, and ask our clients to make explicit the strategic goals they expect to achieve with their new hire. From these interviews, we develop a narrative position profile that serves to present the "case" to potential candidates and that orients the search committee in its work throughout the process.

Phase 2: Networking and Screening of Prospective Candidates

After identifying target fields, roles, institutions, and individuals, we systematically canvas them to identify and interest candidates who match the requirements of our clients. Recognizing that our clients often have excellent networks themselves, we carefully pursue their suggestions. Where appropriate, we advertise in targeted publications or extend our outreach through relevant websites and email lists. Our networking always includes a concerted effort to reach and interest qualified individuals from underrepresented groups. As we bring potential candidates into our pool, we conduct preliminary "screens" of up to an hour in length to assess their qualifications for the role.

Phase 3: Narrowing the Field: Semifinalist Selection and Interviews

If a candidate meets the stated requirements, we conduct intensive biographical interviews in person when possible (and by video call otherwise) of up to two hours in length. We track a person through his or her entire career. When we sum it up we ask, "Has this person encountered challenges that are analogous in scale and in measures of success to the work contained in this role?"

We then work closely with our client to narrow the pool. We will be prepared to recommend semifinalists, but we prefer that our clients review and discuss all the candidates with us to make an informed choice of semifinalists. Usually our clients choose to see six to eight semifinalists in their first-round interviews. We prepare the candidates, and we provide counsel and suggested lines of questioning to the client. By

the time our clients meet their chosen semifinalists, we will have spoken with each candidate for three to four hours.

Phase 4: Selecting Finalists and Checking References

Clients may face a considerable challenge after the semifinalist round. We help to structure the candidate review, offering both a format for comparison and facilitating discussions. We are always prepared to offer our opinions and recommendations; however, we believe that these choices belong to our client.

When finalists are invited back for a second round of interviews, we help to structure the visits, both to provide an opportunity for the candidates to learn more about the organization and the position, and for our client to learn more about each candidate. At this point, we begin an intensive and thorough process of reference checks and background verification. We believe that references are just as important as—and often more important than—performance in a series of interviews as a means of learning about a candidate's skills, experience, and temperament. We speak directly with each candidate's current and former bosses, peers, and subordinates. We document our lengthy reference conversations in a transcript-style report and typically provide many pages of commentary on each finalist.

Phase 5: The Final Choice

When there are several strong candidates whose strengths and weaknesses are known in detail, making the final choice can be complex. We remain active through this phase of the search, helping our client make a well-informed decision and staying in close contact with the finalists to address their questions and concerns.

OUR COMMITMENT TO DIVERSITY

In every search, Isaacson, Miller works diligently to identify a diverse and inclusive pool of candidates. Through our efforts, people from underrepresented groups have been recruited to key leadership positions throughout the country. In the course of over three decades, we have established an extensive network of contacts who recognize that our commitment to diversity is genuine and our track record is unparalleled. We call and build upon this network in every search we do. Since we were founded in 1982, 43 percent of our searches have resulted in the hiring of women and 23 percent in the hiring of people of color.

Our demonstrated commitment to diversity continues to evolve as our networks of talented leaders deepen and mature. Over the years, we have strengthened our efforts by expanding our understanding of diversity, which is inclusive of but not limited to race, gender, and sexual orientation, and by training our recruiters how best to build diverse pools. With every search, we expand our facility to identify individuals from underrepresented populations and deliver on our client's commitment to the field.

SEARCH TIMETABLE

The following chart illustrates the approximate pace of a typical search. We will develop with you a specific timeline for your search.

WEEK:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Understanding the Challenge																									
<i>Launch Meeting</i>																									
<i>Scoping Meetings</i>																									
<i>Finalize Position Profile & Search Schedule</i>																									
Networking & Screening of Prospective Candidates																									
<i>Progress Reports</i>																									
Narrowing the Field																									
<i>First Presentation: A Work in Progress</i>																									
<i>Interviews by Isaacson, Miller</i>																									
<i>Second Presentation: Candidates</i>																									
Selecting Finalists & Checking References																									
<i>Interviews by Client</i>																									
<i>Checking References</i>																									
<i>Finalist Interviews & Visits</i>																									
The Final Choice																									
<i>Final Selection</i>																									
<i>Negotiations/Offer/Acceptance</i>																									

Isaacson, Miller



FEES AND EXPENSES

Professional Fees

Isaacson, Miller works for clients on a retainer basis. Our fee is one-third of the amount that you agree to pay the hired candidate for the first year of employment, including without limitation salary, special deferred executive compensation, signing and performance bonuses, but not including contributions to federally qualified pension plans that are available to all employees, with a minimum fee of \$60,000. We bill our retainer monthly in three equal installments based on an estimate of the cash compensation at the start of the search and make any necessary adjustment at the conclusion of the search. The first retainer is billed at the time the search begins with subsequent billings at 30 and 60 days.

If, during the course of a search, we introduce a person who is hired for another position within 12 months of the closing of the original search, we will bill a separate fee of 25% of the first year's cash compensation.

If you choose to terminate or discontinue our relationship at any time, your obligation to us would be limited to all fees invoiced and all reimbursable expenses incurred through the date of termination. If there is a significant change in the scope of the search or the agreed upon role definition, if the search is placed on hold by you for more than 60 days or if the search has not resulted in a hire within one year of start date, we will consider this contract terminated and a revised contract with adjusted fees, if necessary, will be negotiated. Our fees are non-contingent and non-refundable.

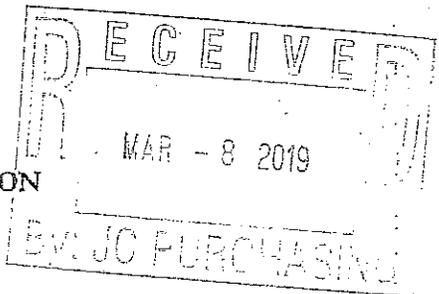
Expenses

We incur two types of reimbursable expenses: direct and indirect. Direct expenses include the direct costs of consultant travel, meals and lodging associated with the interviewing and selection process and with visits to the client. Other direct costs include advertising, videoconferencing, and expenses incurred by candidates (e.g., travel, lodging and meals). Direct expenses are billed separately on the last day of each month. We expect payment within 30 days of billing date.

Indirect expenses are those that are difficult to attribute to a specific project. They include phone, fax, postage and delivery, printing and copying, and internal research and administration. We charge 11% of the professional fee to cover indirect expenses, and include this in our monthly retainer billing. Original receipts are not available for these expenses.

Guarantee

If you hire a candidate whom we have evaluated and recommended, and if you choose to terminate the person for any reason excepting disability, change of ownership or organizational realignment, or if the person leaves for any reason excepting death or disability, or change of ownership or organizational realignment, within one year from the hired person's employment start date, we will reopen this search and replace the person for no additional professional fee, provided that the new search commences within three (3) months of the employment termination date, unless we mutually agree on a later re-launch date. You will be responsible only for ordinary reimbursable expenses and an additional 11% of the original fee to cover additional indirect expenses.



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 <National Executive Service Corp> 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).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

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. not for profit, no owners

Check the box that represents the type of business entity: 501(c)3

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

Name of Stock or Shareholder	Home Address

Part 3 - Signature and Attestation:

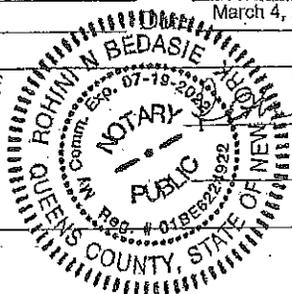
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

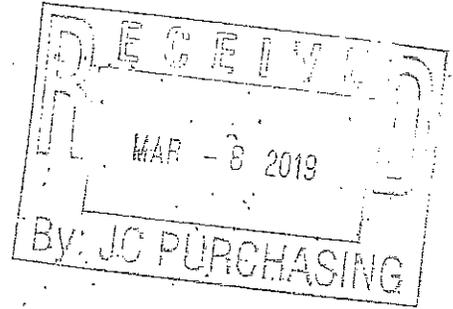
Name of Business Entity: National Executive Service Corps
 Signature of Affiant: Michael Towers Title: CEO
 Printed Name of Affiant: Michael Towers March 4, 2019

Subscribed and sworn before me this 6th day of March, 2019
 My Commission expires: July 19, 2022

 (Witnessed or attested by)

 (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 National Executive Service Corps (name of business entity) has not made any reportable contributions in the **one-year period preceding March 4, 2019 (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 National Executive Service Corps (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

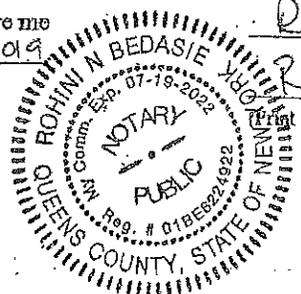
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification; I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: National Executive Service Corps

Signed: Michael Towers Title: CFO

Print Name: Michael Towers Date: 3/6/19

Subscribed and sworn before me this 6 day of March, 2019
My Commission expires: _____
Rohini N. Bedasie (Affiant)
Rohini N. Bedasie (Print name & title of affiant) (Corporate Seal)



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

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

City Clerk File No. Res. 19- 307
 Agenda No. 10. z. 26
 Approved: MAR 27 2019
 TITLE:



A RESOLUTION CREATING A SEARCH COMMITTEE TO SELECT A FIRM TO CONDUCT A SEARCH FOR AN EXECUTIVE DIRECTOR FOR THE JERSEY CITY FREE PUBLIC LIBRARY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the present Director of the Jersey City Free Public Library, Priscilla Gardner, has announced her decision to retire from the office of Executive Director; and

WHEREAS, the President of the Board of Trustees of the Jersey City Free Public Library has received a number of proposals from agencies which conduct searches for Executive positions of non-profit and public organizations such as libraries; and

WHEREAS, the President has sought the assistance of the Mayor in the selection of the most suitable agencies to conduct the search; and

WHEREAS, the Mayor has determined that a Committee consisting of seven (7) members should be appointed to recommend the best agency to conduct a search for the next Executive Director; and

WHEREAS, once the selected agency provides a list of vetted candidates, the Committee will review and will provide its recommendations to the Library Board for the Library Board to take into consideration in appointing the new Executive Director; and

WHEREAS, the Mayor has recommended that the Committee shall consist of seven (7) members:

1. three (3) members from the Library Board to be selected by the President;
2. Priscilla Gardner, Executive Director;
3. the Mayor or his designee;
4. a member of the City Council to be selected by the Mayor with the advice and consent of the City Council;
5. one Community Member, selected by Mayor with the advice and consent of the Council.

WHEREAS, the Mayor has recommended that this Committee be established by resolution of the governing body.

NOW, THEREFORE, BE IT RESOLVED;

1. The Council hereby approves the recommendation of the Mayor to appoint a Search Committee to select the agency to conduct a search for an Executive Director for the Jersey City Free Public Library and provide input as to prospective candidates.
2. That the membership of the Committee shall be in accordance with the recommendations of the Mayor with the advice and consent of the Council.

2/11/2019
 APPROVED: _____ APPROVED AS TO LEGAL FORM

 Business Administrator Corporation Counsel

Certification Required
 Not Required **APPROVED 7-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3-27-19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO		✓		ROBINSON	✓			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 –

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

A RESOLUTION CREATING A SEARCH COMMITTEE TO SELECT A FIRM TO CONDUCT A SEARCH FOR AN EXECUTIVE DIRECTOR FOR THE JERSEY CITY FREE PUBLIC LIBRARY

Initiator

Department/Division	Business Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	201-547-4513	BPlatt@jcnj.org

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

Resolution Purpose

This purpose of this resolution is to create a Search Committee to select a firm to conduct a Search for an Executive Director for the Jersey City Free Public Library.

I certify that all the facts presented herein are accurate.

Signature of Department Director

February 6, 2019
Date

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

City Clerk File No. Res. 19-308

Agenda No. 10.z.27

Approved: MAR 27 2019

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NORTHEAST SWEEPERS & RENTALS INC. FOR THE PURCHASE AND DELIVERY OF STREET SWEEPERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION THROUGH THE KEYSTONE PURCHASING NETWORK

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, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Keystone Purchasing Network is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Division of Sanitation is in need of street sweepers; and

WHEREAS, Resolution 14.625 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Keystone Purchasing Network; and

WHEREAS, the Division of Sanitation wishes to purchase street sweepers from Northeast Sweepers & Rentals Inc., 16 Passaic Avenue, Unit 9, Fairfield, New Jersey 07004 who is in possession of contract no. KPN-201503-03; and

WHEREAS, funds are available for this contract in the **Grant Account:**

Acct #	P.O. #	Total Contract
02-213-40-941-314	133036	\$2,864,768.10

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

WHEREAS, these funds are available for this expenditure in accordance with the 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:

1. A contract is awarded to Northeast Sweepers & Rentals Inc. in the amount of \$2,864,768.10 for the purchase of street sweepers is authorized;
2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2;
3. The term of the contract will be completed upon the delivery of the goods or services; and

(Continued on page 2)

City Clerk File No. 10-z-27

Agenda No. MAR 27 2019

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NORTHEAST SWEEPERS & RENTALS INC. FOR THE PURCHASE AND DELIVERY OF STREET SWEEPERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION THROUGH THE KEYSTONE PURCHASING NETWORK

4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided 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. 40A:5-1 et seq.

I, Elizabeth Castillo, Elizabeth Castillo, Acting Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Acct # 02-213-40-941-314 P.O. # 133036 Total Contract \$2,864,768.10

Approved: Peter Folgado Date 3/19/19
 Peter Folgado, Director of Purchasing, QPA, RPPO

PF/pv/RR
 3/19/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3 27 19							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 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 A CONTRACT TO NORTHEAST SWEEPERS & RENTALS INC. FOR THE PURCHASE AND DELIVERY OF STREET SWEEPERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION THROUGH THE KEYSTONE PURCHASING NETWORK

Project Manager

Department/Division	DPW	Sanitation
Name/Title	Patrick Stamato	DPW Director
Phone/email	201-547-4400	pstamato@jenj.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 to provide:

- ✚ To purchase ten (10) 2019 RAVO 5 -I Series street sweeper for the Sanitation Division.
- ✚ Each cost \$264,226.81.
- ✚ The purchase of new sweepers, a stationary compactor, and packers that will help keep the City's drains and sewers clean and prevent waste back-ups and floods citywide.
- ✚ Includes Cummins Tier 4 Diesel Engine, dual tires rear, rear view camera, etc.
- ✚ Extended warranty to 5 years or 5,000 engine hours.
- ✚ Service plan at \$22,250.00 for each sweeper.
- ✚ The grant will be administered on a reimbursement basis, whereby the City will purchase the street sweepers and other equipment with City funds and the Authority will reimburse the City.

Cost (Identify all sources and amounts)

02-213-40-941-314 (MUA Storm water Grant)
Contract amount = \$2,864,768.10

Contract term (include all proposed renewals)

One (1) time purchase.

Type of award

KEYSTONE PURCHASING NETWORK

If "Other Exception", enter type
Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

3/19/19

Signature of Purchasing Director

Date

3/19/19

02-213-40-941-314.



March 14, 2019

JERSEY CITY

2019 Ravo 5-iSeries Street Sweeper Keystone Purchasing Co-op Pricing

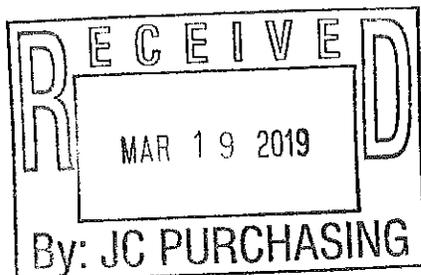
1- New 2019 Ravo 5- iSeries Street Sweeper

- Cummins Tier 4 Diesel Engine, dual tires rear, rearview camera, inspection door retainer, step on brooms, wide sweeping, 12V plug inside cabin
- Stainless Steel Hopper (6.5 Cubic Yard Ground Dump)
- Gutter brush angle adjustment right and left side
- Heavy Duty Package: (Borium) Fan, Coated Suction Tubes
- Air suspended driver seat, Air Conditioning, AM/ FM Stereo
- LED Beacon (Front and back)
- LED Broom Lights, Front and Rear LED Work Lights
- Suction nozzle camera color with extra monitor, Left side 3rd camera
- Hydraulic and Electrical prep for attachments
- Articulating 3rd Broom with Weed Cutter Attachment with angle adjustment and quick release
- Groensveld Automatic Greasing System
- Extended Warranty to 5 Year or 5,000 Engine Hour



Price: \$264,226.81 ea. X 10 machines= Total: \$2,642,268.10

*In stock for immediate delivery



Northeast
Sweepers & Rentals, Inc
16 Passaic Ave. Unit #9
Fairfield, NJ 07004
Phone: 973-751-6200

f ([HTTPS://WWW.FACEBOOK.COM/KEYSTONEPURCHASINGNETWORK/](https://www.facebook.com/keystonepurchasingnetwork/))

t ([HTTP://TWITTER.COM/THEKPN](http://twitter.com/thekpn))

CONTRACTS **G+** ([HTTPS://PLUS.GOOGLE.COM/108858347247068938430](https://plus.google.com/108858347247068938430))

in ([HTTPS://WWW.LINKEDIN.COM/COMPANY/2808609](https://www.linkedin.com/company/2808609))

✉ ([MAILTO:INFO@THEKPN.ORG](mailto:info@thekpn.org))

SEARCH

enter keywords



MEMBERSHIP (/ACCOUNTS/REGISTER/)

LOG IN (/ACCOUNTS/LOGIN/)

Home (/) > Contracts (/ct) > Northeast Sweepers and Rentals, Inc.

Northeast Sweepers and Rentals, Inc.

[Contract Overview](#)

[Contract Information](#)

[Awarding Agency](#)

[Ordering Instructions](#)

[Documentation](#)

Contract Category

Vehicles, Custodial/Cleaning

Contract Description

Hydrostatic Pure Vacuum Sweeper

Awarded Vendor

Northeast Sweepers and Rentals, Inc.

Contract Number

KPN-201501-03

Awarded By

Central Susquehanna Intermediate Unit

Begin Date

Feb. 18, 2015

End Date

Feb. 28, 2020

GET TO KNOW US

CUSTOMER SERVICE

Northeast Sweepers & Rentals, Inc

16 Passaic Ave. Unit #9
Fairfield, NJ 07004
Phone: 973-751-6200
Fax: 973-233-4499

March 14, 2019

JERSEY CITY

Comprehensive Service Plan with Factory Warranty

Objective: Maintain 13 - 2019 Ravo Street Sweepers to minimize downtime and insure the longevity of equipment.

Annual Plan Based Upon 1,200 Engine Hours:

- **Weekly Scheduled Services-** To maintain machines to Factory Spec Compliance for maximum efficiency
- **10 Sets - Steel 36" Gutter Brooms per machine**
- **2 - Suction Head Wear Kit Services**
- **1- Suction Head Camera Replacement (part only)**
- **1-Caster Wheel Only Replacement (part only)**
- **1-Set Water Tips**
- **Complete Winterization at End of Sweeping Season (1X)**
- **3 - B Kit Services (Every 250 Hours: Engine Oil Filters, Fuel Filters, Air Filter, Cabin Filter)**
- **1 - C Kit Service (@1,000 Hours: Engine Service, Hydraulic System Service, Water System Service, Rear Differential Hub Service)**
- **All Fluids Provided by Customer Per Factory Specs**

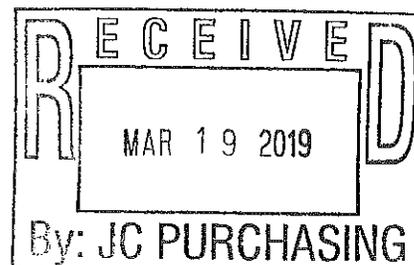
Price: \$22,250.00 per Machine x 10 sweepers= \$222,500.00

***Not Covered:**

Tires and Rims (Replacement, balancing, and repairing)

Any Physical Damage including premature wear due to neglect or improper use

Wear Items (except suction head rubbers)



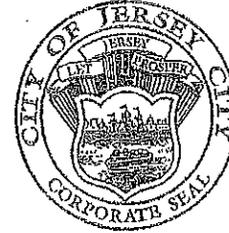
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.625

Agenda No. 10.H

Approved: SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE KEYSTONE PURCHASING NETWORK (KPN) 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, Keystone Purchasing Network (KPN) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the Keystone Purchasing Network (KPN) 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 Keystone Purchasing Network (KPN) to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

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

1. The Purchasing Agent is authorized to complete an on-line application form that will allow the City to participate in the Keystone Purchasing Network (KPN); and
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 provisions of the revised statutes of the State of New Jersey.

APPROVED: [Signature] 9/15/14

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
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.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 2088425 FOR NORTHEAST SWEEPERS & RENTALS INC. IS
VALID.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NORTHEAST SWEEPERS & RENTALS INC.
Trade Name:
Address: 16 PASSAIC AVE UNIT 9
FAIRFIELD, NJ 07004
Certificate Number: 2088425
Effective Date: November 21, 2016
Date of Issuance: February 21, 2018

For Office Use Only:
20180221125523021

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-DEC-2016~~ ~~18-DEC-2018~~ 15-DEC-2023

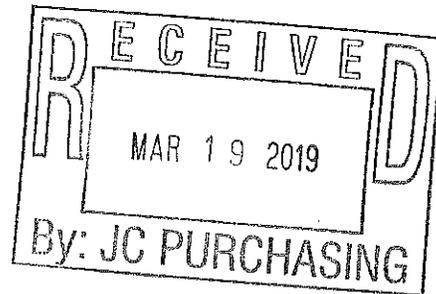


NORTHEAST SWEEPERS & RENTALS INC.
1999 MT. READ BLVD.
MONROE

NY 14615



FORD M. SCUDDER
State Treasurer



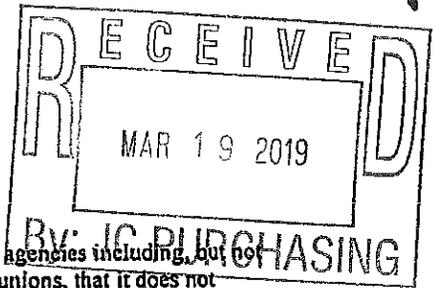


EXHIBIT A (Continuation)

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

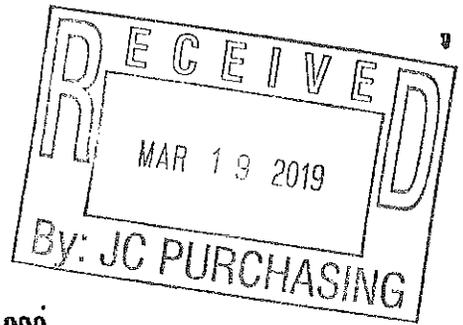
understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Frank Spezio President

Representative's Signature: [Signature]

Name of Company: Northeast Sweepers & Rentals, Inc.

Tel. No.: 973-751-6200 Date: 3/15/19



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

Northeast Sweepers

The contractor and the President of Rentals, Inc. (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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.

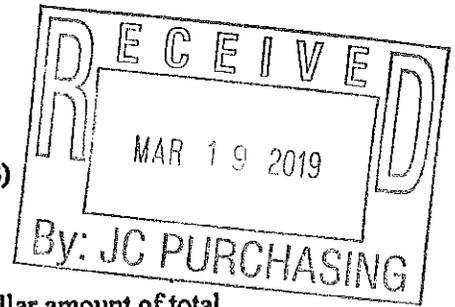
The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the 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: Frank Spezio President
Representative's Signature: [Signature]
Name of Company: Northeast Sweepers and Rentals, Inc.
Tel. No.: 973-751-6200 Date: 3/15/19

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 : Northeast Sweepers & Rentals, Inc.
Address : 16 Passaic Ave. Unit 9 Fairfield, NJ 07004
Telephone No. : 973-751-6200
Contact Name : Frank Spezio

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.

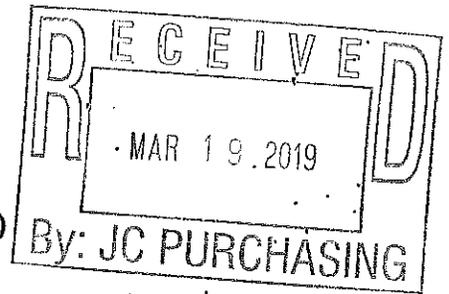
Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

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: Northeast Sweepers & Rentals, Inc.
Address: 116 Passaic Ave. Unit 9, Fairfield, NJ 07004
Telephone No.: 973-751-6200
Contact Name: Frank Spezio

Please check applicable category:

- Minority Owned Business (MBE)
Minority & Woman Owned Business (MWBE)
Woman Owned business (WBE)
[X] Neither

Definitions

Minority Business Enterprise

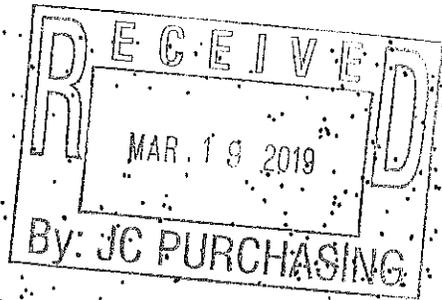
Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- 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.

Print an original of this page and fill it in. This page has to be notarized.



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 Northeast Sweepers & Rentals, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding 3-15-19 (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 Northeast Sweepers & Rentals, 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: Northeast Sweepers & Rentals, Inc

Signed: [Signature] Title: President

Print Name: FRANK SPEZIO Date: 3-15-19

Subscribed and sworn before me this 15th day of March 2019
My Commission expires: 9/10/2022
FRANK SPEZIO, President
(Affiant)

Jacqueline M Niedzwiecki
(Print name & title of affiant) (Corporate Seal)

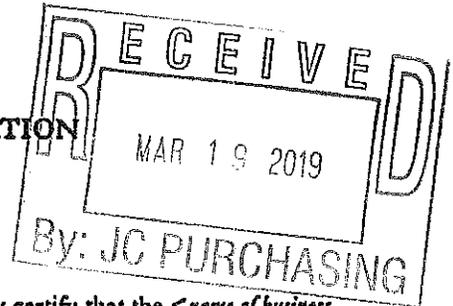
JACQUELINE M. NIEDZWIECKI
Notary Public, State of New York
No. 01N16380673
Qualified in Monroe County
Commission Expires September 10, 2022



**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.

Print this page and fill it, out it has to be an original

**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).

Steven Fulop 2021	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council 2021
Ridley for Council	Friends of Jermaine Robinson

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
FRANK SPEZIO	397 BAYVIEW RD, ROCHESTER, NY 14609

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: NEATHERST Sweepers & Rentals, Inc
 Signature of Affiant: [Signature] Title: President
 Printed Name of Affiant: FRANK SPEZIO Date: 3/15/19

Subscribed and sworn before me this 15th day of March, 2019.

My Commission expires: 9/10/2022

[Signature]
(Witnessed or attested by)

JACQUELINE M. NIEDZWIECKI
 Notary Public, State of New York
 No. 01N1638673
 Qualified in Monroe County
 Commission Expires September 10, 2022

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

City Clerk File No. Res. 19-309
 Agenda No. 10.Z.28
 Approved: MAR 27 2019



TITLE:

RESOLUTION AUTHORIZING A CLOSED SESSION OF THE MUNICIPAL COUNCIL ON FRIDAY, MARCH 29, 2019 AT 12:30 P.M., TO DISCUSS MATTERS WITHIN THE ATTORNEY CLIENT PRIVILEGE

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City is the governing body of the municipality; and

WHEREAS, meetings of the municipal governing bodies are governed by the provisions of the Open Public Meetings Act, N.J.S.A. 10:4 et seq. ("the Act"); and

WHEREAS, the Act requires that all meetings of governing bodies shall be open to the public, although N.J.S.A. 10:4-12 sets forth exceptions to this requirement; and

WHEREAS, N.J.S.A. 10:4-12(b)(7) authorizes the governing body to hold a closed session to discuss pending or anticipated litigation in which the governing body is, or may become, a party, or matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the City's attorney to exercise his or her ethical duties as a lawyer; and

WHEREAS, the Act requires that a closed session shall be authorized by resolution, which shall indicate when the minutes of the closed session shall be released to the public; and

WHEREAS, the Municipal Council wishes to discuss the following matters.

- Montone/Astraib, et al. vs. City of Jersey City
- O'Neill/Chesler/Ascolese vs. City of Jersey City, et al.
- Chesler/Ascolese vs. City of Jersey City, et al.
- Local 245 v. City of Jersey City
- Estate of Lavon King v. City of Jersey City
- O'Donnell v. City of Jersey City
- Feliz-Rodriguez v. City of Jersey City, et al.
- One Journal Square v. City of Jersey City, et al.

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

1. A closed session of the Council will be held on Friday, March 29, 2019 at 12:30 p.m. to discuss matters within the attorney-client privilege. The meeting will take place in the Efrain Rosario Municipal Council Caucus Room in City Hall, 280 Grove Street, Jersey City at 12:30 pm; and
2. That the minutes of this closed session shall be released to the public when the Corporation Counsel deems that the legal interests of the City of Jersey City will not be affected by such release.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3.27.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			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.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk