

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

City Clerk File No. Res. 15.302

Agenda No. 10.A

Approved: MAY 13 2015

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2015 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 2015 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 2015 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$343,383,154**.

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:

SEE ATTACHED

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2015 Municipal Budget.

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

APPROVED AS TO LEGAL FORM [Signature]
 Corporation Counsel
 Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
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

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

ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION)
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Initiator

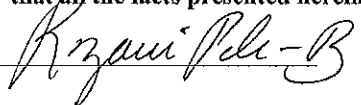
Department/Division	ADMINISTRATION	BUDGET
Name/Title	ROZANI PELC	PRINCIPAL ACCOUNT CLERK
Phone/email	201-547-4964	PELCR@ICNJ.ORG

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 expenses as well as include new grants received.

I certify that all the facts presented herein are accurate.

 May 4, 2015

MAY 13 2015

15.30a

Account Description	Account Number	FROM	TO
ADMINISTRATORS OFFICE -	01-201-20-100 S/W	\$723,267	\$921,474
ADMINISTRATORS OFFICE -	01-201-20-100 O/E	\$31,712	\$35,000
MANAGEMENT AND BUDGET	01-201-20-101 S/W	\$178,353	\$268,811
MANAGEMENT AND BUDGET	01-201-20-101 O/E	\$93,555	\$111,725
DIV OF PURCHASING	01-201-20-102 S/W	\$269,400	\$395,218
DIV OF PURCHASING	01-201-20-102 O/E	\$39,852	\$51,350
REAL ESTATE	01-201-20-103 S/W	\$70,496	\$102,610
REAL ESTATE	01-201-20-103 O/E	\$5,103	\$6,300
COMMUNICATIONS	01-201-20-106 S/W	\$192,800	\$284,820
UTILITY MANAGEMENT	01-201-20-107 S/W	\$169,118	\$244,043
MAYORS OFFICE	01-201-20-110 S/W	\$486,708	\$725,494
MAYORS OFFICE	01-201-20-110 O/E	\$16,403	\$17,100
RESIDENT RESPONSE CENTER	01-201-20-111 S/W	\$508,950	\$677,912
RESIDENT RESPONSE CENTER	01-201-20-111 O/E	\$97,013	\$107,125
HUMAN RESOURCES DIRECTOR	01-201-20-115 S/W	\$123,600	\$133,678
HUMAN RESOURCES DIRECTOR	01-201-20-115 O/E	\$62,048	\$77,300
WORKFORCE MANAGEMENT	01-201-20-116 S/W	\$145,875	\$172,165
WORKFORCE MANAGEMENT	01-201-20-116 O/E	\$2,826	\$23,377
HEALTH BENEFITS	01-201-20-117 O/E	\$608	\$1,225
PENSION	01-201-20-118 O/E	\$1,367	\$1,750
PAYROLL	01-201-20-119 S/W	\$200,000	\$251,595
PAYROLL	01-201-20-119 O/E	\$1,962	\$4,375
OFFICE OF THE CITY CLERK	01-201-20-120 S/W	\$347,708	\$487,978
OFFICE OF THE CITY CLERK	01-201-20-120 O/E	\$39,150	\$50,875
MUNICIPAL COUNCIL	01-201-20-123 S/W	\$237,450	\$338,232
MUNICIPAL COUNCIL	01-201-20-123 O/E	\$35,700	\$45,225
TREASURY & DEBT MGT	01-201-20-131 S/W	\$114,821	\$136,455
TREASURY & DEBT MGT	01-201-20-131 O/E	\$2,268	\$2,799
ACCOUNTS & CONTROL	01-201-20-134 S/W	\$224,838	\$277,757
ACCOUNTS & CONTROL	01-201-20-134 O/E	\$2,106	\$2,600
INFO TECH	01-201-20-140 S/W	\$385,764	\$502,486
INFO TECH	01-201-20-140 O/E	\$500,000	\$1,000,000
COLLECTIONS	01-201-20-145 S/W	\$362,790	\$458,770
COLLECTIONS	01-201-20-145 O/E	\$80,474	\$95,000
OFFICE OF TAX ASSESSOR	01-201-20-150 S/W	\$385,584	\$540,938
OFFICE OF TAX ASSESSOR	01-201-20-150 O/E	\$96,257	\$121,336
LAW	01-201-20-155 S/W	\$1,207,019	\$1,785,249
LAW	01-201-20-155 O/E	\$326,511	\$399,000

MAY 13 2015

ENG, ARCH, TRAFF & TRANS	01-201-20-165 S/W	\$883,500	\$1,101,279
ENG, ARCH, TRAFF & TRANS	01-201-20-165 O/E	\$683,060	\$928,250
HEDC DIRECTOR'S OFFICE	01-201-20-170 S/W	\$181,376	\$267,969
CITY PLANNING	01-201-21-180 S/W	\$338,332	\$462,650
CITY PLANNING	01-201-21-180 O/E	\$4,818	\$16,850
PLANNING BOARD	01-201-21-181 O/E	\$32,724	\$51,250
BOARD OF ADJUSTMENT	01-201-21-185 O/E	\$27,743	\$37,743
ZONING	01-201-21-186 S/W	\$132,270	\$147,443
ZONING	01-201-21-186 O/E	\$4,860	\$6,938
ECON. DEVELOPMENT	01-201-22-171 S/W	\$83,564	\$273,555
CONSTRUCT. CODE OFFICIAL	01-201-22-195 S/W	\$751,052	\$1,173,856
CONSTRUCT. CODE OFFICIAL	01-201-22-195 O/E	\$32,112	\$45,270
TENANT/LANDLORD RELATION	01-201-22-196 S/W	\$99,141	\$141,375
COMMERCE	01-201-22-197 S/W	\$232,553	\$245,259
COMMERCE	01-201-22-197 O/E	\$7,467	\$10,292
HOUSING CODE ENF	01-201-22-198 S/W	\$312,984	\$489,675
HOUSING CODE ENF	01-201-22-198 O/E	\$18,225	\$21,138
INSUR.ALL-DEPTS.	01-201-23-210 O/E	\$4,280,000	\$5,200,000
UNEMP COMP INS	01-201-23-225 O/E	\$202,500	\$252,500
POLICE	01-201-25-240 S/W	\$40,832,334	\$57,619,423
FIRE	01-201-25-265 S/W	\$26,105,006	\$37,456,211
FIRE	01-201-25-265 O/E	\$587,331	\$787,331
PUBLIC SAFETY DIRECTOR	01-201-25-270 S/W	\$422,042	\$628,760
COMMUNICATIONS & TECH	01-201-25-271 S/W	\$1,650,000	\$2,626,499
PARKING ENFORCEMENT	01-201-25-272 S/W	\$375,000	\$1,360,680
DPW DIRECTOR	01-201-26-290 S/W	\$371,177	\$484,238
DPW DIRECTOR	01-201-26-290 O/E	\$79,988	\$88,100
BLDG & STREET MAINT.	01-201-26-291 S/W	\$979,082	\$1,575,582
BLDG & STREET MAINT.	01-201-26-291 O/E	\$707,333	\$943,250
JC INCINERATOR AUTHORITY	01-201-26-305 O/E	\$14,013,000	\$27,013,000
AUTOMOTIVE SERVICES	01-201-26-315 S/W	\$462,927	\$599,478
AUTOMOTIVE SERVICES	01-201-26-315 O/E	\$1,243,148	\$1,536,272
HHS DIRECTORS OFFICE	01-201-27-330 S/W	\$301,365	\$476,633
HHS DIRECTORS OFFICE	01-201-27-330 O/E	\$54,075	\$100,658
DIVISION OF HEALTH	01-201-27-331 S/W	\$908,667	\$1,355,664
DIVISION OF HEALTH	01-201-27-331 O/E	\$263,915	\$349,316

MAY 13 2015

15.302

CLINICAL SERVICES	01-201-27-333 S/W	\$125,561	\$199,899
DIV. OF SENIOR AFFAIRS	01-201-27-335 S/W	\$63,000	\$66,000
DIV. OF SENIOR AFFAIRS	01-201-27-335 O/E	\$22,500	\$37,332
RECREATION	01-201-28-370 S/W	\$1,287,480	\$1,549,060
RECREATION	01-201-28-370 O/E	\$255,231	\$355,250
PARKS MAINTENANCE	01-201-28-375 S/W	\$1,037,835	\$1,389,387
FREE PUBLIC LIBRARY	01-201-29-390 O/E	\$3,270,375	\$6,270,375
PRIOR YEAR BILLS	01-201-30-471 O/E	\$1,155	\$7,280
MUNICIPAL RENT	01-201-31-432 O/E	\$1,101,600	\$1,301,600
OFFICE SERVICES	01-201-31-433 O/E	\$886,343	\$986,343
COMMUNICATIONS-ALL DEPTS	01-201-31-435 O/E	\$617,220	\$697,500
SOCIAL SECURITY SYSTEM -	01-201-36-473 O/E	\$1,701,000	\$2,701,000
JC EMPLOYEE RETIREMENT	01-201-36-478 O/E	\$3,000,000	\$7,782,323
MUNICIPAL COURTS	01-201-43-490 S/W	\$1,383,458	\$2,174,092
MUNICIPAL COURTS	01-201-43-490 O/E	\$79,482	\$83,125
PUBLIC DEFENDER - PS	01-201-43-495 S/W	\$23,288	\$54,818
PUBLIC DEFENDER - PS	01-201-43-495 O/E	\$107,082	\$132,550
TAX OVERPAYMENTS	01-201-46-885 O/E	\$600,000	\$900,000
SmartSTEPS CY2014 Grant		\$0	\$8,025
Distracted Driving Grant		\$0	\$5,000
TOTAL INCREASE:			<u>\$62,437,770</u>

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

City Clerk File No. Res. 15.303
 Agenda No. 10.B
 Approved: MAY 13 2015



TITLE:

RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER FOR ACCUMULATED ABSENCES, PURSUANT TO N.J.A.C. 5:30-15

COUNCIL offered and moved
 adoption of the following resolution:

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance; and

WHEREAS, N.J.A.C. 5:30-15 provides for receipt of Accumulated Absences by the municipality to provide for the operating costs to administer this act; and,

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Accumulated Absences Trust Fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Jersey City, County of Hudson, State of New Jersey as follows:

1. The Governing Body hereby requests permission of the Director of the Division of Local Government Services to pay expenditures for Accumulated Absences created in accordance with the provisions of N.J.A.C. 5:30-15 as per N.J.S.A. 40A:4-39; and.
2. The Municipal Clerk of the City of Jersey City, County of Hudson is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

APPROVED: *Donna Mauer, C40*

APPROVED AS TO LEGAL FORM *[Signature]*

APPROVED: *[Signature]*
 Business Administrator

Corporation Counsel
 Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
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

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER FOR ACCUMULATED ABSENCES, PURSUANT TO N.J.A.C. 5:30-15

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	201-547-5042	DonnaM@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 the City of Jersey City to request approval of the Director of the Division of Local Government Services to establish a Dedicated Trust by Rider for Accumulated Absences, Pursuant to N.J.A.C. 5:30-15, to provide for the operating costs to administer this act.

I certify that all the facts presented herein are accurate.

Donna Mauer
Signature of Department Director

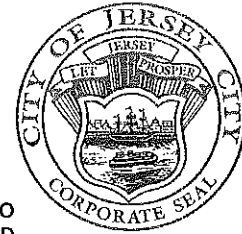
4/17/15
Date

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

City Clerk File No. Res. 15.304

Agenda No. 10.C

Approved: MAY 13 2015



TITLE:

RESOLUTION CERTIFYING COMPLIANCE WITH N.J.S.A. 40A:5-4 REQUIRING GOVERNING BODY OF EVERY LOCAL UNIT TO HAVE MADE AN ANNUAL AUDIT OF BOOKS, ACCOUNTS AND FINANCIAL TRANSACTIONS OF THE JERSEY CITY PARKING AUTHORITY

COUNCIL OFFERED AND MOVE ADOPTION OF THE FOLLOWING RESOLUTIONS:

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the Financial Statements of the Jersey City Parking Authority for the years ended June 30, 2014 and 2013 have been filed by the Spire Group, CPA's and Consultants, with Robert Byrne, the Municipal Clerk of the City of Jersey City, in accordance with the requirements of N.J.S.A. 40A:5-4 and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the annual audit entitled:

General Comments
Recommendations; and

WHEREAS, the members of the governing body have personally reviewed at a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments
Recommendations, as evidenced by the group affidavit form of the governing body; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the penalty provisions of R.S. 52:27BB-52 - to wit:

R. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and upon conviction, may be fined not more than one thousand (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Jersey City, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

G:\WPDOCS\SEANAudit\Annual Audit Reso for JCPA Certifying Compliance - year ended 06-30-14.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
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

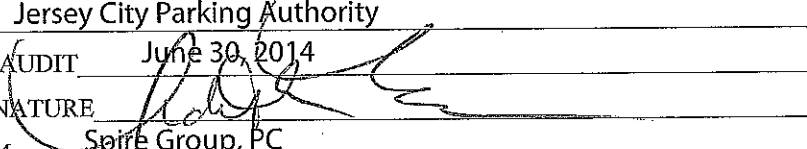
5:31-7 Appendix A
LOCAL AUTHORITIES - ACCOUNTING AND AUDITING

AUDIT QUESTIONNAIRE FOR AUTHORITY AUDITS

EACH QUESTION MUST BE ANSWERED.

PLEASE CIRCLE YES OR NO.

IF ANY ARE NOT APPLICABLE, INSERT N/A AS YOUR ANSWER.

AUTHORITY Jersey City Parking Authority
YEAR UNDER AUDIT June 30, 2014
AUDITOR SIGNATURE 
AUDITOR FIRM Spire Group, PC
AUDITOR ADDRESS 220 South Orange Avenue
Livingston, NJ 07039
AUDITOR PHONE # 973-740-9100

"NO" ANSWERS MUST BE EXPLAINED IN DETAIL. ATTACH ADDITIONAL SHEETS IF MORE SPACE IS REQUIRED. ANSWERS TO QUESTIONS WHICH INDICATE CORRECTIONS OR IMPROVEMENTS ARE REQUIRED MUST BE COVERED BY COMMENT AND RECOMMENDATION IN THE AUDIT REPORT. IF NOT COVERED, EXPLAIN IN DETAIL.
AUDIT QUESTIONNAIRE

AUTHORITY Jersey City Parking Authority

General

- | | | | |
|--|--------------------------------------|-------------------------------------|-----|
| 1. Is a general ledger maintained by the authority? | <input checked="" type="radio"/> YES | <input type="radio"/> NO | |
| 2. Are key employees bonded in amounts required by organization policy? | YES | <input checked="" type="radio"/> NO | |
| 3. Is insurance coverage in force for at least the following? | | | |
| Loss or damage to assets from fire and other hazards. | <input checked="" type="radio"/> YES | <input type="radio"/> NO | |
| Public liability and property damage? | <input checked="" type="radio"/> YES | <input type="radio"/> NO | |
| Robbery, burglary, theft and disappearance? | <input checked="" type="radio"/> YES | <input type="radio"/> NO | |
| Worker's compensation? | <input checked="" type="radio"/> YES | <input type="radio"/> NO | |
| 4. Are loans to employees prohibited? | <input checked="" type="radio"/> YES | <input type="radio"/> NO | |
| 5. Has the Bureau of Authority Regulation been notified of deficiencies in the accounting system or records? | YES | NO | N/A |
| 6. Has a corrective action plan been filed for the previous year audit report? | YES | NO | N/A |

Cash and Investments

- | | | | |
|---|--------------------------------------|-------------------------------------|-----|
| 1. Has the authority adopted a cash management plan? | <input checked="" type="radio"/> YES | <input type="radio"/> NO | |
| 2. Are all depositories and accounts authorized by resolution of the governing body? | YES | NO | |
| 3. Are receipts deposited within 48 hours? | YES | NO | |
| 4. Are the duties of personnel who receive and deposit cash separate from investments cash disbursing, and bookkeeping? | YES | NO | |
| 5. Are cash receipts adequately safeguarded before deposit? | YES | NO | |
| 6. Is responsibility for the petty cash fund vested in only one person? | YES | NO | |
| 7. Are petty cash disbursements supported by signed receipts which are attached to reimbursement vouchers? | YES | NO | |
| 8. Are check signers designated by resolution? | <input checked="" type="radio"/> YES | <input type="radio"/> NO | |
| 9. If a mechanical check signer is used, is the signature plate under adequate control? | YES | NO | N/A |
| A. Are there procedures to control and record the check numbers and amounts of checks signed? | YES | NO | N/A |
| 10. Is there adequate security over blank checks? | <input checked="" type="radio"/> YES | <input type="radio"/> NO | |
| 11. Are the duties of personnel who disburse cash separate from the function of approving vouchers? | YES | NO | |
| 12. Are bank statements reconciled monthly? | YES | NO | |
| A. Is the sequence of check numbers accounted for? | <input checked="" type="radio"/> YES | <input type="radio"/> NO | |
| B. Are check endorsements scrutinized? back of check not returned | YES | <input checked="" type="radio"/> NO | |
| 13. Are outstanding checks older than 6 months investigated? | <input checked="" type="radio"/> YES | <input type="radio"/> NO | |
| 14. Are investments under the control of a responsible official who does not receive or disburse cash? | YES | NO | N/A |
| 15. Are all investments issued in the name of the authority? | YES | NO | |
| 16. Are all investment transactions approved by the governing body? | YES | NO | |
| 17. Are all investments permitted by law or bond agreement? | YES | NO | |
| 18. Are perpetual records of investments reflecting all pertinent information maintained? | YES | NO | |
| 19. Is interest income verified? | YES | NO | |
| A. Is it promptly recorded in the accounting records? | YES | NO | |
| 20. Are investments examined periodically and verified with the detail record and control account? | YES | NO | |
| 21. Are investments protected against loss or theft? | YES | NO | N/A |

Accounts Receivable and Income

- | | | | |
|--|-----|----|-----|
| 1. Are billings to users independently verified? | YES | NO | N/A |
| 2. Is there segregation of duties between accounts receivable, record maintenance, | YES | NO | N/A |

- | | | | |
|---|-----|----|-----|
| billing, and receipt of cash? | | | |
| 3. Are total accounts receivable balances verified with the accounts receivable control periodically? | YES | NO | N/A |
| 4. Are delinquent accounts receivable reviewed and collection procedures initiated by a responsible official? | YES | NO | |
| 5. Are accounts receivable records promptly posted? | YES | NO | |
| A. Billings to users? | YES | NO | |
| B. Cash receipts? | YES | NO | |
| 6. Are adjustments to accounts receivable approved by a responsible official? | YES | NO | |

Inventory

- | | | | |
|--|-----|----|-----|
| 1. Are inventories of material and supplies under physical control of a designated employee who is not responsible for purchasing? | YES | NO | |
| 2. Is the storage area properly safeguarded to prevent damage to materials and unauthorized removal? | YES | NO | |
| 3. Do quantities appear reasonable for normal consumption? | YES | NO | |
| 4. Are physical inventories taken annually and supervised by non-storeroom personnel? | YES | NO | |
| 5. Are responsible officials advised of significant inventory discrepancies? | YES | NO | N/A |

Accounts Payable and Purchasing

- | | | | |
|--|------------|----|--|
| 1. Are the following requirements of the Local Public Contracts Law (40A:11) being followed and documented | | | |
| A. Competitive bidding and contract award? | <u>YES</u> | NO | |
| B. Informal quotations on purchases not requiring public bidding (40A:11-6.1)? | YES | NO | |
| C. Certificate of availability of funds prior to award of contracts (Reg. 5:30-14.5)? | YES | NO | |
| D. Resolutions adopted and advertised authorizing agreements for professional services (40A:11-5)? | YES | NO | |
| E. Emergency purchases and contracts (40A:11-6)? None in current year | YES | NO | |
| 2. Are prenumbered purchase orders issued for all purchases, except petty cash purchases? | YES | NO | |
| 3. Is there a record of all purchase orders issued? | YES | NO | |
| 4. Are quantities and description of materials and supplies received: | | | |
| A. Compared to purchase orders? | YES | NO | |
| B. Compared to vendors' invoices? | YES | NO | |
| C. Verified with packing or delivery slips? | YES | NO | |
| 5. Are open purchase orders reviewed periodically? | YES | NO | |
| 6. Do vouchers approved for payment contain: | | | |
| A. Signature of person who verified quantities and description of materials received or services rendered? | YES | NO | |
| B. Copies of purchase order, delivery slips, etc.? | YES | NO | |
| 7. Were all vouchers approved by the governing body? | YES | NO | |
| 8. Is there segregation of duties between the purchasing, receiving and cash disbursement functions? | YES | NO | |
| 9. Are total accounts payable balances verified with the accounts payable control periodically? | <u>YES</u> | NO | |

Payroll

- | | | |
|--|------------|-----------|
| 1. Are payrolls approved by a responsible official outside the payroll department? | <u>YES</u> | NO |
| 2. Are the functions of payroll preparation and distribution separated? | YES | <u>NO</u> |
| 3. Are the personnel records maintained separately from payroll preparation and | YES | <u>NO</u> |

- distribution?
4. Are names added to and deleted from payroll and rates of pay changed only upon written authorization? YES NO
 5. Are new employees, employee promotions and rates of pay approved by the governing body? YES NO
 6. Are all payroll deductions supported by signed authorizations on file? YES NO
 7. Are payroll deductions promptly paid to the proper agencies? YES NO
 8. Are records maintained to control and verify vacation time, sick leave, etc., taken and accumulated? YES NO
 9. Are all employees paid by check? YES NO
 10. Are payroll check endorsements scrutinized? Back of check not returned YES NO
 11. Are old outstanding payroll checks investigated by someone independent of the payroll preparation? YES NO
 12. Is there a separate bank account for payroll disbursements? YES NO
 - A. Are deposits in exact amount of payroll? YES NO
 - B. Is the payroll bank balance reconciled monthly by someone independent of payroll preparation? YES NO
 - C. Are payroll procedures established by resolution of the governing body? YES NO

Property, Plant and Equipment

1. Are detailed fixed asset records maintained? YES NO
 - A. Are fixed assets properly identified with the fixed asset records? YES NO
 - B. Are additions and deletions properly authorized and promptly recorded? YES NO
2. Is the documentation substantiating the cost of fixed assets permanently filed? YES NO
3. Is there a written policy defining items to be capitalized and those to be expensed? YES NO
4. Does the capitalization of interest and other indirect costs conform to accounting principles? YES NON/A
5. Is a physical inventory of fixed assets taken periodically and verified to fixed assets records? YES NO
6. Are dispositions of fixed assets properly recorded and sales proceeds promptly accounted for in the accounting records? YES NO
7. Are fixed assets properly safeguarded against loss by fire, unauthorized use or theft? YES NO

Long and Short Term Debt

1. Is a detailed record such as a bond or note register maintained of debt issue and outstanding? YES NO
 - A. Are principal and interest due dates and amounts reflected and date of payment recorded? YES NO
2. Are debt issues properly authorized by the governing body? YES NO
3. Does the expenditure of borrowed funds conform to the purpose authorized? YES NO
4. Are paid bonds and notes properly cancelled and accounted for? YES NO
5. Are required sinking fund deposits promptly made? YES NO

Budget System

1. Were the adopted operating and capital budgets and amendments thereto approved by the Director of Local Government Services? YES NO
2. Were the adopted budgets and amendments recorded in the minutes? YES NO
3. Are there sufficient controls to monitor expenses and revenues against budgeted amounts? YES NO
4. Is a budget status report periodically furnished to the governing body? YES NO

5. Are appropriations encumbered when purchase orders are issued? YES NO
6. Are fixed assets acquired through budget appropriations properly capitalized? YES NO

Grant Management

1. Is a permanent file of each grant maintained? YES NO N/A
2. Does the accounting system provide details of eligible expenditures to be reimbursed from each grant? YES NO
3. Is each expenditure reviewed for compliance with the terms of the applicable grant? YES NO
4. Does the authority have a grant manager? YES NO
5. Are all required reports promptly filed with the grantor agency? YES NO
6. Were grant reimbursement requests filed promptly? YES NO
7. Are assets acquired from grant funds properly identified? YES NO
8. If indirect costs are chargeable to grants, has the method of allocation been approved? YES NO N/A

Electronic Data Processing

1. Does the authority utilize electronic data processing for accounting or financial functions? YES NO
(If "no," disregard items 2 through 14).
2. If "yes," was the system approved by the Division of Local Government Services? YES NO
3. Are there sufficient audit trails to identify documents being processing and identify output? YES NO
4. Are there daily printouts of:
- A. Transactions? YES NO
- B. Rejected transactions? YES NO
- C. Error corrections? YES NO
5. Are the daily printouts reviewed and approved by supervisory personnel? YES NO
6. Are journal entries and error corrections authorized by supervisory personnel? YES NO
7. Are master files updated periodically and on schedule to prevent loss of data in transaction files? YES NO
8. Are there periodic printouts of updated files by E.D.P. transactions? YES NO N/A
9. Are authorized users validated by user codes and passwords? YES NO
10. Are terminals located in a secure area, to prevent access by unauthorized personnel? YES NO
11. Are there backup operators to process transactions in the absence of the authorized operator? YES NO
12. Are there copies of all critical materials such as programs, master files, transaction files, etc.? YES NO
13. Are these copies stored in a safe location (offsite or in a fireproof vault onsite)? YES NO
14. Are mechanisms in place to guard against loss due to power failures, fire, flood, etc.? YES NO

THE FOREGOING QUESTIONNAIRE MUST BE SEPARATELY FILED WITH THE DIVISION OF LOCAL GOVERNMENT SERVICES FOR EACH REPORT OF AUDIT. IT IS NOT TO BE BOUND IN THE REPORT.

**SYNOPSIS
OF THE
PARKING AUTHORITY OF
THE CITY OF JERSEY CITY**

**For The Years Ended
June 30, 2014 and 2013**

PARKING AUTHORITY OF THE CITY OF JERSEY CITY

**Statements of Net Position
June 30, 2014 and 2013**

	<u>2014</u>	<u>2013</u>
Current Assets		
Cash	\$ 1,327,096	\$ 1,810,922
Due from Jersey City	156,792	138,016
Prepaid expense	70,392.00	0
Total Current Assets	<u>1,554,280</u>	<u>1,948,938</u>
Other Assets		
Property and Equipment - Net	7,526,639	7,750,024
Deferred financing costs - Net	186,500	198,500
Other Assets - Security deposit	2,973	2,973
Total Non-Current Assets	<u>7,716,112</u>	<u>7,951,497</u>
Total Assets	<u>9,270,392</u>	<u>9,900,435</u>
Liabilities		
Current Liabilities		
Current portion of note payables	214,266	202,612
Accounts payable and accrued expenses	223,155	191,089
Accrued payroll	85,530	67,659
Deferred revenue	360,659	-
Unearned parking revenue	32,320	706,877
Total Current Liabilities	<u>915,930</u>	<u>1,168,237</u>
Long-Term Liabilities		
Accrued vacation and sick pay	542,681	586,434
Long-term debt	3,784,011	3,998,277
Total Long-Term Liabilities	<u>4,326,692</u>	<u>4,584,711</u>
Total Liabilities	<u>5,242,622</u>	<u>5,752,948</u>
Net Position		
Invested in capital assets - Net of related debt	3,714,862	3,747,635
Unrestricted	1,209,997	185,677
Total Net Position	<u>\$ 4,924,859</u>	<u>\$ 3,933,312</u>

PARKING AUTHORITY OF THE CITY OF JERSEY CITY

**Statements of Revenue, Expenses and Changes in Net Position
For the Years Ended June 30, 2014 and 2013**

	<u>2014</u>	<u>2013</u>
Operating Revenues:		
Parking	\$ 3,089,747	\$ 3,119,306
Lot rental	190,518	189,640
Booting	634,061	642,548
Towing	40,250	28,180
Contract - City of Jersey City	1,078,683	1,126,578
Tickets	1,647,088	1,612,800
Other	505,024	465,306
Total Operating Revenues	<u>7,185,371</u>	<u>7,184,358</u>
Operating Expenses:		
Enforcement	3,898,529	3,369,223
Operating and administrative	3,254,555	3,477,007
Total Operating Expenses	<u>7,153,084</u>	<u>6,846,230</u>
Operating Income	<u>32,287</u>	<u>338,128</u>
Non-Operating Revenues (Expenses):		
Interest - Net	(178,647)	(187,106)
Loss on disposal of assets	(262,303)	-
Total Non-Operating Revenues (Expenses)	<u>(440,950)</u>	<u>(187,106)</u>
Changes in Net Position	(408,663)	151,022
Net Position - Beginning of Years	<u>3,948,986</u>	<u>3,797,964</u>
Net Position - End of Years	<u>\$ 3,540,323</u>	<u>\$ 3,948,986</u>

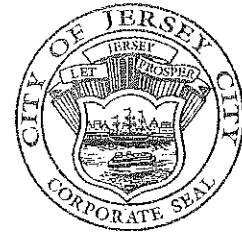
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.305

Agenda No. 10.D

Approved: MAY 13 2015

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2015-2016 BUDGET OF THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 92-087** the City of Jersey City established the Central Avenue Special Improvement District (CASID) to be operated by the Central Avenue Special Improvement District Management Corporation; and

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

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

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

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

WHEREAS, the District Management Corporation of Central Avenue Special Improvement District has submitted its 2015-2016 fiscal year budget, July 1, 2015 – June 30, 2016 to the Council, a copy of which is attached hereto as Exhibit A; and

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

1. The 2015-2016 fiscal year budget, July 1, 2015 – June 30, 2016 of the Central Avenue Special Improvement District, attached hereto as Exhibit A, was approved by the Central Avenue Special Improvement District at its March 10, 2015 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

City Clerk File No. Res. 15.305

Agenda No. 10.D

TITLE: **MAY 13 2015**

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
 - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
 - (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
 - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
 - (d) at least 10 days before the date of the scheduled hearing
 - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
 - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
 - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2015.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
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.

Bolanio R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Central Avenue SID Budget for FY16

Central Avenue SID Management Corporation
 366 Central Avenue, Suite 201 Jersey City NJ 07307
 Ph: 201.656.1366 Fx: 201.656.4037



Central Avenue
 SPECIAL IMPROVEMENT DISTRICT
www.JCHeights.com

Fiscal Year Budget July 1, 2015 - June 30, 2016

Note: Members of the CASID voted in favor of the 2016 budget at the Annual Meeting of the Corporation held 6:00 PM on Tuesday March 10, 2015 in the CASID Office.

#	Items	SID Assessment	Other Funding	Total
REVENUES				
1	SID Assessment*	92,370		92,370
2	Public Funds (Municipal)**		0	0
3	Private/ Sponsorships/ Other Grants		11,000	11,000
TOTAL REVENUES =		92,370	11,000	\$ 103,370
EXPENSES				
<i>Administrative Items</i>				
4	Audit & Accounting	2,670		2,670
5	Rent	6,900		6,900
6	Equipment	1,500		1,500
7	Office Supplies	3,000	-	3,000
8	Telephone/ Internet	1,838		1,838
9	Insurance (Director's, General Liability)	2,000		2,000
10	Other Professional Fees (i.e. legal, license.)	2,000	-	2,000
11	Administrative Services & Management	12,500		12,500
Subtotal=		32,408		\$ 32,408
<i>Business Retention/ Economic Development</i>				
12	Communications, Legal Notices, & Advertising	5,500	6,000	11,500
13	Creative Placemaking & Special Events	5,262	5,000	10,262
14	Marketing and Public Relations Services	25,000		25,000
15	Public Affairs Support Services	12,500		12,500
16	Holiday Lighting/ Streetscape Decorations	10,500		10,500
17	Website	1,200		1,200
Subtotal=		59,962	11,000	\$ 70,962
<i>Operation (Sidewalk Cleaning)</i>				
18	Cleaning & Maintenance Operation (Sidewalk Sweeping)	-	-	-
Subtotal=		-	-	\$ -
TOTAL EXPENSES =		92,370	11,000	\$ 103,370
REVENUE / EXPENSE SUMMARY				
		SID Assessment	Private/ other	Total
	Revenues	\$ 92,370	\$ 11,000	\$ 103,370
	Expenses	\$ 92,370	\$ 11,000	\$ 103,370
	Excess / Deficiencies	\$ -	\$ -	\$ -

*SID Assessment: Rate (\$15) x Commercial Property Front Footage (total of 6,158 feet in the district) = \$92,370.00.

** Public Funds: The SID assessment is an investment in Jersey City and supplement to property taxes. The City of Jersey City has traditionally matched this investment to establish an equal public/ private partnership with stakeholders to create an environment where small businesses can succeed, local jobs are created, a clean and desirable main street appearance is kept, and stabilize neighborhood property value while moving Jersey City forward. Mayor Fulop and the Municipal Council have again been asked to restore the City's commitment to the success of its neighborhood shopping districts by allocating \$92,370 from the City's General Funds to match the financial efforts of the SID program. These funds would primarily be used to improve/ restore a maintenance operation (i.e. litter patrol, graffiti removal, landscaping, clear sewer catch basins, and other labor, etc.) which adequately addresses the demanding sanitation needs of our busy urban streetscape. A formal request was mailed on February 11, 2015 and the organization is awaiting a helpful response.



Central Avenue

SPECIAL IMPROVEMENT DISTRICT
MANAGEMENT CORPORATION

Office:
366 Central Avenue, Suite 201
Jersey City, NJ 07307

Ph: (201) 656-1366
Fx: (201) 656-4037
www.CentralAveSID.org

BOARD OF TRUSTEES

Sanford Fishman, *President*
Joe Nachbaur, *Vice President - N*
Gilbert Mendez, *Vice President - S*
Sergio Ferreira, *Treasurer*
Gary Solomon, *Secretary*
Grace Cutri, *Trustee*
Eddy Gallo, *Trustee*

Resolution No. 2015-03-1

RESOLUTION APPROVING THE 2015-2016 FISCAL YEAR BUDGET OF THE CASID

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

WHEREAS, pursuant to the By-Laws of the Central Avenue Special Improvement District Management Corporation (CASID) and Ordinance 92-087 of the City of Jersey City; and

WHEREAS, under Article I, Section 3 of the By-Laws of the CASID an Annual Meeting of the Members of the Corporation was held at 6:00 PM on Tuesday, March 10, 2015, in the CASID Office (366 Central Avenue, 2nd Fl, Jersey City); and

WHEREAS, under Ordinance 97-099, "Members" of the District Management Corporation are defined as all commercial property and business owners within the district; and

WHEREAS, the agenda of the Annual Meeting of Members included an introduction, discussion, and vote on proposed budget for fiscal year 2016 equal to \$103,370 which includes \$92,370 in SID Assessment; and

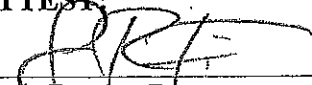
WHEREAS, the S.I.D. annual assessment rate does not exceed \$15.00 per linear foot of building frontage and the total assessment collection has not increased from the previous fiscal year budget; and

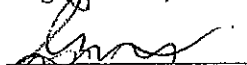
WHEREAS, the date, time, location, and agenda of the Annual Meeting was publicized on the CASID website (JCHights.com) and notice containing a copy of the proposed budget was mailed on February 23, 2015 to every member in good standing at their address set forth on the membership roll (updated on 02/16/15); and

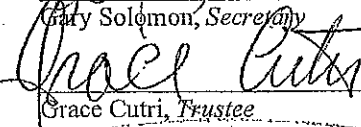
NOW, THEREFORE, BE IT RESOLVED by the Membership of the Central Avenue Special Improvement District Management Corporation that a majority of its members voting at the Annual Meeting agree to the proposed budget set forth at the Annual Meeting describing the revenues and expenses equal to \$103,370 which includes \$92,370 in SID Assessment for the Fiscal Year July 1, 2015- June 30, 2016.


PASSED and adopted on this 10th day of March, 2015.

ATTEST:

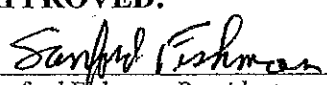

Sergio Ferreira, *Treasurer*

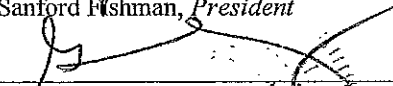

Gary Solomon, *Secretary*

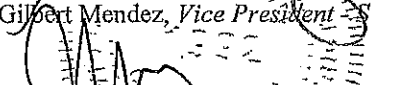

Grace Cutri, *Trustee*


Eddy Gallo, *Trustee*

APPROVED:


Sanford Fishman, *President*


Gilbert Mendez, *Vice President - S*


Joseph Nachbaur, *Vice President - N*

(Seal)



Central Avenue

SPECIAL IMPROVEMENT DISTRICT MANAGEMENT CORPORATION

"A Tradition Reborn"

Office:

366 Central Avenue, Suite 201
Jersey City, NJ 07307

Ph: (201) 656-1366

Fx: (201) 656-4037

www.CentralAveSID.org

March 31, 2015

Petitions & Communications

6.75

Attention: Robert Byrne
Office of the City Clerk
280 Grove St.
Jersey City, NJ 07302

Meeting 04.08.2015

Subject: CASID FYB July 1, 2015 – June 30, 2016

RECEIVED
2015 APR - 2 P 4: 23
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

Dear Mr. Byrne:

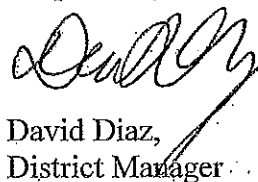
Enclosed is a copy of the next FYB approved by the Members of the CASID at our Annual Meeting of the Corporation held on Tuesday March 10, 2015 and corresponding resolution.

Please include a City resolution to accept the assessment roll for the CASID in the next possible City Council Agenda and a resolution adopting and ratifying the 2016 budget of the CASID no later than the first Council meeting in June.

To avoid cash flow issues experienced in previous years, Tax Collector Maureen Cosgrove suggests having our SID budget entirely approved by the City Council before the end of June. Doing so will enable the City to include our SID assessment bill with the City's third quarter tax collection due August 1st. This will allow SID fund to become available closer to the start of our new fiscal year.

We thank you for your continued support on behalf of the business community in the Jersey City Heights.

Respectfully Submitted,



David Diaz,
District Manager

ENC: CASID FYB July 1, 2015 - June 30, 2016

CASID Resolution Approving FYB 2016

CC: Council President Rolando Lavarro
Councilman Michael Yun
CASID Board of Trustees

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

City Clerk File No. Res. 15.306

Agenda No. 10.E

Approved: MAY 13 2015

TITLE:



Resolution Commemorating the 33rd Annual Celebration of National Nurses Day

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

WHEREAS, the nearly 3.1 million registered nurses in the United States comprise our nation's largest health care profession. The depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings, and

WHEREAS, The American Nurses Association, as the voice for the registered nurses of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventive health care. A renewed emphasis on primary and preventive health care will require better utilization of all of our nation's registered nursing resources. Professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospitalized patients, and

WHEREAS, the demand for registered nursing services will be greater than ever because of the aging of the American population, the continuing expansion of life-sustaining technologies and the explosive growth of home health care services. More qualified registered nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community, and

WHEREAS, the cost-effective, safe and quality health care services provided by registered nurses will be an ever more important component of the U.S. health care delivery system in the future, and

WHEREAS, the American Nurses Association has declared the week of May 6-12 as **National Nurses Week** with the theme *Ethical Practice. Quality Care.* in celebration of the ways in which registered nurses strive to provide safe and high quality patient care and map out the way to improve our health care system, therefore be it

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City, does hereby suggest that all residents of this City join in honoring the registered nurses who care for all of us, and

BE IT FURTHER RESOLVED, that the residents of Jersey City, NJ celebrate registered nursing's accomplishments and efforts to improve our health care system and show our appreciation for the nation's registered nurses not just during this week, but at every opportunity throughout the year.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.307

Agenda No. 10.F



WITHDRAWN

A RESOLUTION CREATING A LESBIAN, GAY, BI-SEXUAL, TRANSGENDER AND QUESTIONING ADVISORY BOARD TO GUIDE THE CITY'S OUTREACH EFFORTS TOWARD THE LGBTQ COMMUNITY

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the primary purpose of local government is to ensure the health, safety and welfare of its residents; and

WHEREAS, many lesbian, gay, bisexual, transgender and questioning (LGBTQ) citizens face frequent discrimination and other unique challenges as they attempt to navigate everyday life; and

WHEREAS, the City government needs the input of the LGBTQ community in order to ensure that their needs are being adequately addressed; and

WHEREAS, the Municipal Council wishes that there be created a Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) Advisory Board ("the Board") to advise the City government about LGBTQ issues; and

WHEREAS, the Board will serve to facilitate understanding of the unique needs of the LGBTQ community as well as serve as a means to better connect the LGBTQ community with City government.

WHEREAS, the Board shall have the following powers and responsibilities:

1. Recommend policies and best practices to ensure that City departments and agencies fairly and equitably address the needs of LGBTQ people.
2. Recommend and/or coordinate events and programs to bring together the LGBTQ community with the greater Jersey City community.
3. Identify opportunities for the City to celebrate, support and recognize LGBTQ individuals and families, businesses and organizations through the coordination of special programs and activities. These activities may include Pride Month, National Coming Out Day, Transgender Day of Remembrance, World AIDS Day, No Name Calling Week and Day of Silence.
4. Advocate for LGBTQ youth, seniors, people of color and other marginalized populations within the LGBTQ community. The Board will identify opportunities, resources and partnerships to help foster safe communities in which these populations may flourish.
5. Review and recommend policies that will enhance the City's involvement with LGBTQ-owned businesses as well as help to establish the City as a welcome environment for LGBTQ businesses.

TITLE:

A RESOLUTION CREATING A LESBIAN, GAY, BI-SEXUAL, TRANSGENDER AND QUESTIONING ADVISORY BOARD TO GUIDE THE CITY'S OUTREACH EFFORTS TOWARD THE LGBTQ COMMUNITY

- 6. Review and recommend policies that will ensure that the City to continues to be an employer of choice for the LGBTQ community. The Board will assist, as appropriate, to help identify recruitment and retention strategies for top LGBTQ talent within the City as well as identify opportunities for diversity and/or sensitivity training for the City's workforce.

WHEREAS, the Board should consist of no less than seven members, appointed by the Mayor, all of whom shall live in or work in Jersey City, and all the members should serve for a term not less than two years; and

WHEREAS, the Chair of the Committee shall appointed by the Mayor and the Board shall meet at least once every quarter at a time fixed by the Chairperson; and

WHEREAS, any vacancies created by resignation or otherwise shall be filled by the Mayor for the completion of the remaining term.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of Jersey City hereby recommends that the Mayor establish a Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) Advisory Board to advise the Mayor and the Council about LGBTQ issues; and

BE IT FURTHER RESOLVED, that for the purposes of effectuating the goals of this Resolution, the Board shall have such clerical and technical assistance and materials as can be provided by the City; and

BE IT ALSO RESOLVED, that the Council urges all City departments and agencies to cooperate with the Board to the degree possible and permitted by law.

JJH 5/11/15

WITHDRAWN

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
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.

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 CREATING A LESBIAN, GAY, BI-SEXUAL, TRANSGENDERED AND QUESTIONING ADVISORY BOARD TO GUIDE THE CITY’S OUTREACH EFFORTS TOWARD THE LGBTQ COMMUNITY

Initiator

Department/Division	Municipal Council	Council at Large
Name/Title	Daniel Rivera	Councilman at Large
Phone/email	201-547-5319	drivera@jcnj.org

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

To recommend to the Mayor that he establish a Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) Advisory Board to advise the Mayor and the Council about sexual and gender minority issues. The Board shall have the following powers and responsibilities:

1. Recommend policies and best practices to ensure that City departments and agencies fairly and equitably address the needs of LGBTQ people.
2. Recommend and/or coordinates events and programs that bring together the sexual and gender minority communities with the greater Jersey City community.
3. Identify opportunities for the City to celebrate, support and recognize LGBTQ individuals and families, businesses and organizations through the coordination of special programs and activities. These activities may include Pride Month, National Coming Out Day, Transgender Day of Remembrance, World AIDS Day, No Name Calling Week and Day of Silence.
4. Advocate for LGBTQ youth, seniors, people of color and other marginalized populations within the LGBTQ community. The Board will identify opportunities, resources and partnerships to help foster safe communities in which these populations may flourish.
5. Review and recommend policies that will enhance the City’s involvement with LGBTQ-owned businesses as well as help to establish the City as a welcome environment for LGBTQ businesses.
6. Review and recommend policies that will enable the City to become an employer of choice for the LGBTQ community. The Board will assist, as appropriate, to help identify recruitment and retention strategies for top LGBTQ talent within the City as well as identify opportunities for diversity and/or sensitivity training for the City's workforce.

The Board shall be structured in a manner consistent with this Resolution.

I certify that all the facts presented herein are accurate.

Daniel Rivera
Councilman at Large

May 6, 2015
Date

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

City Clerk File No. Res. 15.308

Agenda No. 10.G

Approved: MAY 13 2015

TITLE:



RESOLUTION APPOINTING IRENE BREMNER AS THE NEW CUSTODIAN OF THE PETTY CASH FUND FOR THE DIVISION OF ACCOUNTS & CONTROL

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 40A:5-21 permits Municipalities to establish petty cash funds and appoint a custodian of such funds; and

WHEREAS, Irene Bremner, has been appointed as the new custodian of the petty cash fund for the Division of Accounts and Control; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey that Irene Bremner is hereby appointed custodian of the petty cash fund of the Division of Accounts and Control. This petty cash has been established in accordance with the rules and regulations of the Director of Local Government Services and shall not exceed the sum of Two Hundred (\$200) Dollars.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
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.

Rafando 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 APPOINTING IRENE BREMNER AS THE NEW CUSTODIAN OF THE PETTY CASH FUND FOR THE DIVISION OF ACCOUNTS & CONTROL

Initiator

Department/Division	ADMINISTRATION	ACCOUNTS & CONTROL
Name/Title	TESSIE A. BULALACAO	Fiscal Analyst/Acting Comptroller
Phone/email	201/547-5420	tessie@icnj.com

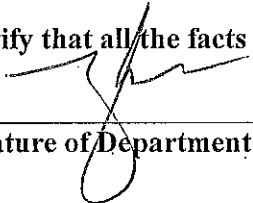
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

APPOINTING IRENE BREMNER AS THE NEW CUSTODIAN OF THE PETTY CASH FUND FOR ACCOUNTS & CONTROL

ESTABLISHMENT OF PETTY CASH FUND SINCE ROSALIE PERKINS (PREVIOUS CUSTODIAN) SURRENDERED ON 2/20/2015 PETTY CASH MONEY BEFORE HER RETIREMENT

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/6/15

Date



CITY OF JERSEY CITY

DEPARTMENT OF FINANCE
DIVISION OF ACCOUNTS & CONTROL
1 JOURNAL SQUARE PLAZA, 3RD FLOOR
JERSEY CITY, NEW JERSEY 07306

TELEPHONE: (201) 547-5394
FAX: (201) 547-4973

April 8, 2015


Robert Kakoleski
Business Administrator
City of Jersey City
280 Grove Street
Jersey City, N.J. 07302

Dear Mr. Kakoleski,

Kindly be advised that I am appointing IRENE BREMNER to serve as the Petty Cash Custodian replacing ROSALIE PERKINS who retired.

Thank you for your prompt attention and approval.

Very truly yours,


TESSIE A. BULALACAO
Acting Comptroller/Fiscal Analyst

APPROVED: 

DATE: 5/6/15
ROBERT KAKOLESKI

cc: Donna Mauer
Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.309

Agenda No. 10.H

Approved: MAY 13 2015

TITLE:



RESOLUTION APPOINTING PATRICE LAMBERT AS CUSTODIAN OF THE PETTY CASH FUND FOR THE DIVISION OF PURCHASING

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 40A:5-21 permits Municipalities to establish petty cash funds and appoint a custodian of such funds; and

WHEREAS, Patrice Lambert, has been appointed as the custodian of the petty cash fund for the Division of Purchasing; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that Patrice Lambert is hereby appointed custodian of the petty cash fund of the Division of Purchasing. This petty cash has been established in accordance with the rules and regulations of the Director of Local Government Services and shall not exceed the sum of Two Hundred (\$200.00) Dollars.

PF/pv
4/24/15

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature]
 Business Administrator Corporation Counsel
 Certification Required
 Not Required APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
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

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 APPOINTING PATRICE LAMBERT AS CUSTODIAN OF THE PETTY CASH FUND FOR THE DIVISION OF PURCHASING

Initiator

Department/Division	ADMINISTRATION	PURCHASING
Name/Title	PATRICIA M VEGA	PRINCIPAL BUYER, RPPO, RPPS
Phone/email	201.547.4278	vegap@cnj.org

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

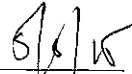
Resolution Purpose

Appoint custodian of petty cash for the Division of Purchasing.

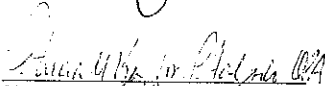
I certify that all the facts presented herein are accurate.



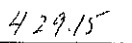
Signature of Department Director



Date



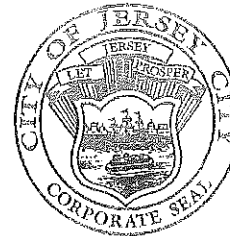
Signature of Purchasing Director



Date

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

City Clerk File No. Res. 15.310
 Agenda No. 10. I
 Approved: MAY 13 2015
 TITLE:



AUTHORIZE REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2014-1125 SOLD TO SB MUNI CUST % LBHONEYBADGER, LLC

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

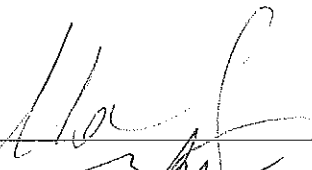

WHEREAS, the City of Jersey City sold tax sale certificate # 2014-1125 on 44 Sherman Avenue for Block 4502 Lot 2 Qual C00A6, to **SB Muni Cust % LBHoneybadger, LLC**; and

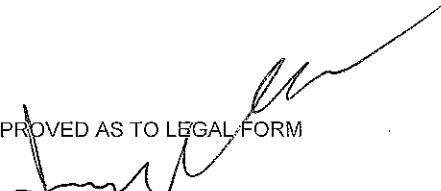
WHEREAS, **SB Muni Cust % LBHoneybadger, LLC**, the third party lien holder for certificate # 2014-1125 lost the original certificate issued on December 18, 2014; and

WHEREAS, the Tax Collector's records indicate that the tax sale certificate was redeemed on March 4, 2015 by the property owner; and

WHEREAS, the Tax Collector would like to issue a duplicate tax sale certificate to **SB MUNI CUST % LBHoneybadger, LLC** under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that **SB Muni Cust % LBHoneybadger, LLC** be given a a duplicate tax sale certificate.

APPROVED: 
 APPROVED: 
 Business Administrator

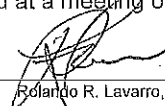
APPROVED AS TO LEGAL FORM 
 Corporation Counsel
 Certification Required
 Not Required
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Authorizing Replacement of Lost Third Party Tax Sale Certificate # 2014-1125 sold to SB Muni Cust % LBHoneybadger, LLC

Initiator

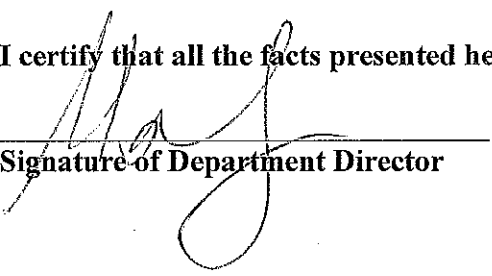
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

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

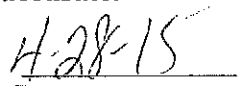
Resolution Purpose

The purpose of this resolution is to prepare a duplicate tax sale certificate for SB Muni Cust % LBHoneybadger, LLC who misplaced the original certificate.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

AFFIDAVIT OF LOST TAX SALE CERTIFICATE

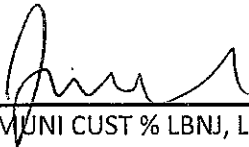
STATE OF FLORIDA

COUNTY OF BROWARD

I, Joshua W. Schrager, Mgr. of SBMUNICUST%LBHONEYBADGERLLC residing at 200 S Park Road, Suite 425 – Hollywood, FL 33021, being of legal age, depose and say that:

1. I can no longer locate the original Tax Sale Certificate #2014-1125 originally signed and produced on December 18, 2014 by Maureen Cosgrove, Collector of Taxes in the County of Hudson and State of New Jersey.
2. That I made efforts to locate the document but all efforts made to retrieve the document have proved abortive.

I certify under penalty of perjury under Florida law that I know the contents of this Affidavit signed by me and that the statement is true and correct.

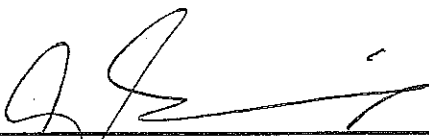


SB MUNI CUST % LBNJ, LLC
Joshua W. Schrager, Mgr.

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn and Subscribed

Acknowledged by Joshua W. Schrager, Mgr. this 27 day of March, 20 15 on behalf of SB MUNI CUST % LBNJ, LLC.



Amy Saravia, Notary Public
State of Florida



Amy Saravia
Commission # FF059665
Expires: Oct. 03, 2017
WWW.AARONNOTARY.com

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

City Clerk File No. Res. 15.311
 Agenda No. 10-J
 Approved: MAY 13 2015
 TITLE:



**RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$28,561.00 AND
 A REDUCTION IN ASSESSMENT TO SETTLE A TAX APPEAL FILED
 BY A PROPERTY OWNER**

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

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

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

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

WHEREAS, after consulting with the Office of the Tax Assessor and reviewing appraisal report prepared by the taxpayer and by certified real estate appraiser engaged by the City, the Tax Assessor and Tax Counsel have recommended that the complaint be settled at the assessment specified below; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following complaint be settled for the assessment listed on the attached Schedule.

This settlement will result in a refund and/or credit in the amount of \$28,561.00.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution Authorizing a Refund/Credit of \$28,561.00 and a Reduction in Assessment to Settle a Tax Appeal filed by a Property Owner.

Initiator

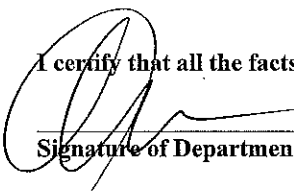
Department/Division	Office of the City Assessor	Office of the City Assessor
Name/Title	Ed Toloza	Assessor
Phone/email	Ext. 4707	Edward@cnj.org

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

Resolution Purpose

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and the owner of the property listed on the attached Schedule. The refunds result from agreements that the assessments on the property fell outside the range permitted for the tax year in question. The total tax dollar refund for these appeals is \$28,561.00.

I certify that all the facts presented herein are accurate.



Signature of Department Director

4/21/15
Date

Schedule A - Dated: April 16, 2015; Meeting: May 13, 2015

Block	Lot Qualifier	Address	Tax Year	Taxpayer/Owner	Description	Present Assessment	Settled Assessment	Assessment Reduction	Refund
1864	R.1	2844 Kennedy Blvd.	2010	51 Journal Square Co.	2 Story - Brick - Commercial	\$ 1,100,000	\$ 1,000,000	\$ 100,000	\$ 6,903.00
1865	R.2	2845 Kennedy Blvd.	2011	51 Journal Square Co.	2 Story - Brick - Commercial	\$ 1,100,000	\$ 1,000,000	\$ 100,000	\$ 7,008.00
10602	9	2846 Kennedy Blvd.	2012	51 Journal Square Co.	2 Story - Brick - Commercial	\$ 1,100,000	\$ 1,000,000	\$ 100,000	\$ 7,184.00
10602	9	2847 Kennedy Blvd.	2013	51 Journal Square Co.	2 Story - Brick - Commercial	\$ 1,100,000	\$ 1,000,000	\$ 100,000	\$ 7,466.00
								Total	\$ 28,561.00

MAY 13 2015

CITY OF JERSEY CITY
INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE TAX ASSESSOR

DATE: 20 APRIL 2015

TO: ROLANDO LAVARRO, COUNCIL PRESIDENT, & MEMBERS OF THE CITY
COUNCIL

FROM: EDUARDO TOLOZA, TAX ASSESSOR

SUBJECT: PROPOSED RESOLUTION/TAX APPEAL SETTLEMENT AGREEMENT

=====

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and the owner of the property listed on the attached Schedule. The refund results from agreements that the assessment on the property fell outside the range permitted for the tax year in question. The total tax dollar refund for these appeals is \$28,561.00.

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

ET/mbh

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

City Clerk File No. Res. 15.312
 Agenda No. 10.K
 Approved: MAY 13 2015



TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 52 JEWETT AVENUE A/K/A BLOCK 19912, LOT G

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Diana Perez, the owner of 52 Jewett Avenue, a/k/a Block 1912, Lot G (Property), participated in the City of Jersey City's (City) Neighborhood Stabilization Program (NSP); and

WHEREAS, the owner received from the City a Second Repayment Mortgage in the amount of \$79,999.00 on June 18, 2010 for financing of a 2-family unit at 52 Jewett Avenue, under the Neighborhood Stabilization Program (NSP); and

WHEREAS, the City's loan self-amortizes after ten (10) years provided the owner resides at the property, does not sell the property within ten (10) years, and the assisted housing unit must remain affordable for a period of ten (10) years; and

WHEREAS, the City's loan was recorded as a Second Repayment Mortgage on the property in Mortgage Bk 17531 at Pg 852, Hudson County, Register of Deeds, on June 28, 2010; and

WHEREAS, the Second Repayment Mortgage is subordinate to and subject to the terms and provision of and original First Mortgage held by Wells Fargo Bank, N.J; and

WHEREAS, the City will only consider subordinating the second mortgage if the property should be refinanced in an amount that must be equal to or less than the amount of the borrower's first mortgage at the time the borrower purchased the property; and

WHEREAS, the owner now desires to refinance the existing mortgage with Wells Fargo Bank, N.A., in an amount less than the amount of the original first mortgage in order to obtain a lower interest rate and reduce the term of the mortgage from 360 months to 180 months; and

WHEREAS, in order to obtain the new mortgage, the lender, Wells Fargo Bank, N.A., its successors and/or assigns, requires that the City's mortgage be made subordinate to its first mortgage; and

WHEREAS, the amount of the new loan is not to exceed \$237,300.00; and

WHEREAS, the City cannot discharge its mortgage because of the recapture provision in the mortgage, therefore, the City's lien shall remain in second lien position; and

WHEREAS, the City, by its Division of Community Development has reviewed the appraisal report and determined that the value of the property supports the new loan and the City's mortgage and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel, subordinating the City's lien affecting 52 Jewett Avenue, also known as Block 1912, Lot G to the interests of the new first mortgage of Wells Fargo Bank, N.A.

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel
 Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution Authorizing The Execution of a Mortgage Subordination Agreement Affecting The Property Known As 52 Jewett Avenue A.K.A. Block 16801, Lot 37

Initiator

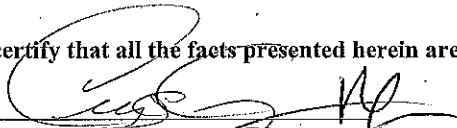
Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@jcnj.org

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

Resolution Purpose

It is necessary for the City to subordinate its mortgage to allow the owners of 52 Jewett Avenue to refinance their property with a new first mortgage.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/30/15
Date

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

City Clerk File No. Res. 15.313

Agenda No. 10.1

Approved: MAY 13 2015

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE
SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS
316 UNION STREET A/K/A BLOCK 19303, LOT 16**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, SERV Properties and Management, Inc., a Not For Profit Corporation of the State of New Jersey (SERV), as owner of 316 Union Street a/k/a Block 19303, Lot 16 f/k/a Block 2077, Lot 47, participated in the City of Jersey City's ("City") HOME Program; and

WHEREAS, SERV received a \$287,548.00 loan from the City on April 11, 2014 for the purpose of financing the acquisition of a two-family residential unit with ten (10) units of Supportive Housing; and

WHEREAS, the City's loan was recorded as a first mortgage against the property on May 2014 at Bk 18355, Pg 30, Hudson County Register of Deeds; and

WHEREAS, the SERV is desire of obtaining an additional financing from the New Jersey Housing and Mortgage Finance Agency (NJHMFA) in the amount of \$439,314.00; and

WHEREAS, in order to obtain the new mortgage, NJHMFA, its successors and/or assigns, requires that the City's mortgage be made subordinate to its first mortgage; and

WHEREAS, the amount of the new loan is \$439,314.00; and

WHEREAS, the City cannot discharge its mortgage because of the recapture provision in the mortgage, therefore, the City's lien shall remain in second lien position; and

WHEREAS, the City by its Department of Housing and Economic Development – Division of Community Development has determined that the value of the property supports the amount of the new loan and the City's loan; and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property presently or that will persist beyond the mortgage closing with NJHMFA.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting 316 Union Street, also known as Block 19303, Lot 16, to the interests of a new first mortgage with New Jersey Housing and Mortgage Finance Agency.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

Resolution Authorizing The Execution of a Mortgage Subordination Agreement Affecting The Property Known As 316 Union Street A.K.A. Block 19303, Lot 66

Initiator

Department/Division	HEDC	Community Development
Name/Title	Theodore Frazier	Project Manager
Phone/email	201-547-4314	Fraziert@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 to subordinate its mortgage to New Jersey Housing Mortgage Finance Agency (NJHMFA) to place them in first position on the property known as 316 Union Street.

I certify that all the facts presented herein are accurate.


Signature of Department Director

 4/30/15
Date

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

City Clerk File No. Res. 15.314

Agenda No. 10.M

Approved: MAY 13 2015



TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF
THE BLANKET MORTGAGE FOR GARDEN STATE EPISCOPAL CDC AND
SUBSTITUTE INDIVIDUAL MORTGAGES AND NOTES FOR FOUR TWO-FAMILY
HOUSES (8 AFFORDABLE HOUSING UNITS) AFFECTING PROPERTY KNOWN AS
291-297 HALLADAY STREET**

COUNCIL offered and moved adoption of the following
resolution:

WHEREAS, on July 10, 2013 Jersey City Episcopal CDC executed a blanket mortgage with the City of Jersey City (City) in the total amount of \$832,889.00, recorded in Book 18192 at page 71, subsequently modified by Mortgage Modification Agreement dated August 2, 2013 to correct the amount of the mortgage to \$1,089,889.00, recorded in Book 685 at page 39 on August 16, 2013 for the construction of four (4) two-family for sale affordable houses consisting of eight affordable residential housing units located at 291-297 Halladay Street, Block 20003, Lots 11.01, 10.01, 7.01 and 6.01 (f/k/a Block 2054, Lots 9, 10, 11.B and 15C; and

WHEREAS, the blanket mortgage to the City was to secure Garden State Episcopal CDC's obligation to construct and maintain the four affordable two (2) family houses (eight affordable units) as low/moderate affordable income housing for a minimum period of twenty (20) years; and

WHEREAS, the four 2-family affordable houses have been sold to individual purchasers; and

WHEREAS, the City at the request of Garden State Episcopal CDC has agreed to release each units from the Blanket Mortgage, provided that each individual property owner executes an Affordable Housing Agreement, a HOME Investment Partnership Mortgage and Note in favor of the City in the amount of the Second Mortgage and that these documents are recorded with the Hudson County Register's Office and are substituted as a lien affecting the individual units; and

WHEREAS, the City has been provided with copies of the recorded documents for the four 2-family houses: 291 Halladay Street, Block 20003 Lot 11.01 (f/k/a Block 2054 Lot 9) in the amount of \$19,936.00; 293 Halladay Street, Block 20003, Lot 10.01 (f/k/a Block 2054 Lot 10) in the amount of \$19,791.00; 295 Halladay Street, Block 20003 Lot 7.01 (f/k/a Block 2054, Lot 11.B) in the amount of \$19,100.00; and 297 Halladay Street, B20003 L6.01 (f/k/a Block 2054 Lot 15C in the amount of \$19,842.00; and

WHEREAS, the recorded individual Affordable Housing Agreements and HOME Investment Partnership Mortgages maintain the affordability controls on each of the properties for twenty (20) years.

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

- 1) The Mayor or Business Administrator is hereby authorized to execute a Discharge for Garden State Episcopal CDC from the City's Blanket Mortgage in the amount of \$1,089,889.00 subject to the recordation of the substitute Affordable Housing Agreement and HOME Investment Partnership Mortgages in the amounts list above for 291 Halladay Street (Block 20003 Lot 11.01); 293 Halladay Street (Block 20003 Lot 10.01); 295 Halladay Street (Block 20003 Lot 7.01); and for 297 Halladay Street (Block 20003 Lot 6.01); and

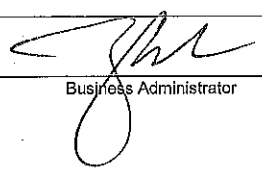
TITLE: **MAY 13 2015**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF THE BLANKET MORTGAGE FOR GARDEN STATE EPISCOPAL CDC AND SUBSTITUTE INDIVIDUAL MORTGAGES AND NOTES FOR FOUR TWO-FAMILY HOUSES (8 AFFORDABLE HOUSING UNITS) AFFECTING PROPERTY KNOWN AS 291-297 HALLADAY STREET

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

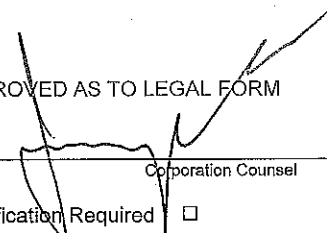
JF/he
4/28/15

APPROVED: _____



Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5.13.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A RELEASE OF THE BLANKET MORTGAGE FOR GARDEN STATE EPISCOPALCDC AND SUBSTITUTE AN INDIVIDUAL MORTGAGE AND NOTE FOR AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 291-297 HALLADAY STREET

Initiator

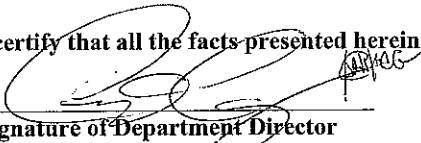
Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director
Phone/email	201-547-5304	cgandulla@jcnj.org

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

Resolution Purpose

Execute a release of the blanket mortgage and substitute individual mortgages and notes for the following homes: Homes 291, 293, 295 and 297 Halladay Street are HOME assisted two (2) family homes with one (1) rental unit in each home.

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. 15.315

Agenda No. 10.N

Approved: MAY 13 2015

TITLE:

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 26404 LOT 39 LOCATION 34 MARTIN LUTHER KING DRIVE



COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City on May 12, 1983 sold the above property not needed for public use to: Edward Oliver, 40 Martin Luther King Drive, Jersey City, New Jersey; and,

WHEREAS, the conditions of sale set forth that the purchaser renovate the property and obtain a Certificate of Occupancy; 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 are fully complied with; and,

WHEREAS, The Construction Official has signed and issued a Certificate of Occupancy on said property indicating that the property was renovated in compliance with the conditions of sale which were adopted by the Municipal Council on April 14, 1983; 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 April 14, 1983 have been complied with.

2. Block 26404 Lot 39 Location 34 Martin Luther King Drive 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 first part 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

CITY OF JERSEY CITY

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

City Clerk File No. Res. 15.315

Agenda No. 10.N

TITLE: MAY 13 2015

**RESOLUTION REMOVING THE RESTRICTION FROM THE
DEED OF CONVEYANCE THAT AFFECTS
BLOCK 26404 LOT 39 LOCATION 34 MARTIN LUTHER KING DRIVE**

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

BE IT REMEMBERED, that on this _____ day of
Two Thousand Fifteen, 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 _____ day
of _____ 2015.

Notary Public

Robert Byrne, City Clerk

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

APPROVED: *[Signature]*
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 26404 LOT 39 LOCATION 34 MARTIN LUTHER KING DR.

Initiator

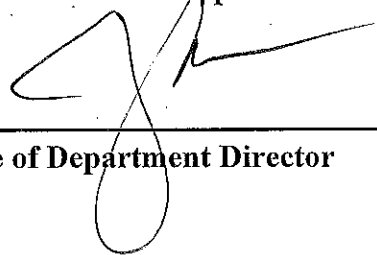
Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jenj.org

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

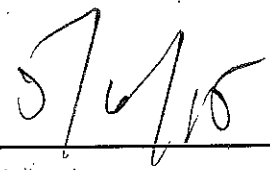
Resolution Purpose

The City placed a restriction on the deed of 34 Martin Luther King Drive indicating that the purchaser was not able to sell, convey or otherwise transfer the property until the purchaser provided the City with a Certificate Of Occupancy. The purchaser has now provided the Certificate of Occupancy. Therefore, the restriction can be removed.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date



CITY OF JERSEY CITY
 30 MONTGOMERY STREET-SUITE 411
 JERSEY CITY NJ 07302
 201-547-5055

**CERTIFICATE
 IDENTIFICATION**

Date Issued: 07/30/2004

Control #: 30470

Permit # 20034568

Block: 1352 Lot: 23.B Qual: _____

Work Site: 34 M.L. KING DRIVE

Owner in Fee: L. MANI VINEY

Address: 34 M.L. King Drive
 JERSEY CITY, N.J. NJ 07305

Telephone: _____

Agent/Contractor: Ian pam contracots

Address: 597 springfield ave
 newark NJ 07108

Telephone: 973 881-7885

Lic. No./ Bldrs. Reg.No.: _____ Federal Emp. No.: _____

Social Security No.: _____

Home Warranty No: _____

Type of Warranty Plan: State Private

Use Group: R-4

Maximum Live Load: _____

Construction Classification: _____

Maximum Occupancy Load: _____

Certificate Exp Date: _____

Description of Work/Use: Install Sheetrock, Demo (2) Bathrooms, Install Vinyl Rooms, Install Medicine Cabinets, Repairs Stairs Threads, Install Kitchen Cabinets, Install Ceramic Tile in Bathroom, Paint Rooms (kitchen And Bedroom). interior renovations to existing three family

CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform construction Code and is approved for occupancy.

CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance the following conditions must be met no later than _____ or the owner will be subject to fine or order to vacate.

CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17 to the following extent:

Total removal of lead-based paint hazards in scope of work

Partial or limited time period(____ years); see file

CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____

Michael J. Regan

MICHAEL J. REGAN Construction Official
 U.C.C 360 (rev. 3/96)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees \$0.00

Paid Check No 1059/60

Collected by _____

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

City Clerk File No. Res. 15.316

Agenda No. 10.0

Approved: MAY 13 2015



TITLE:

**RESOLUTION REMOVING A RESTRICTION FROM THE
DEED OF CONVEYANCE THAT AFFECTS
BLOCK 25602 LOT 9 LOCATION 108 MARTIN LUTHER KING DRIVE**

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City on October 7, 1982 sold the above property not needed for public use to: Herbert & Alline Brown, 169 Metlar's Lane, Piscataway, New Jersey; and,

WHEREAS, the conditions of sale set forth that the purchaser renovate the property and obtain a Certificate of Occupancy; 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 are fully complied with; and,

WHEREAS, The Construction Official, Raymond Meyer has signed and issued a Certificate of Occupancy on said property indicating that the property was renovated in compliance with the conditions of sale which were adopted by the Municipal Council on September 23, 1982; 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 September 23, 1982 have been complied with.

2. Block 25602 Lot 9 Location 108 Martin Luther King Drive 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 first part 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

CITY OF JERSEY CITY

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

TITLE: MAY 13 2015

**RESOLUTION REMOVING THE RESTRICTION FROM THE
DEED OF CONVEYANCE THAT AFFECTS
BLOCK 25602 LOT 9 LOCATION 108 MARTIN LUTHER KING DRIVE**

STATE OF NEW JERSEY)

SS:

COUNTY OF HUDSON)

BE IT REMEMBERED, that on this _____ day of
Two Thousand Fifteen, 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 _____ day
of _____ 2015.

Notary Public

Robert Byrne, City Clerk

APPROVED: Ann Marie Miller, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
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

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 REMOVING A RESTRICTION FROM THE DEED OF CONVEYANCE THAT AFFECTS BLOCK 25602 LOT 9 LOCATION 108 MARTIN LUTHER KING DR.

Initiator

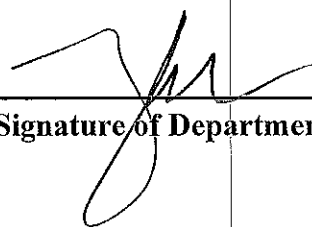
Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

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

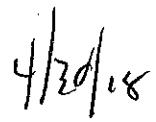
Resolution Purpose

The City placed a restriction on the deed of 108 Martin Luther King Drive indicating that the purchaser was not able to sell, convey or otherwise transfer the property until the purchaser provided the City with a Certificate Of Occupancy. The purchaser has now provided the Certificate of Occupancy. Therefore, the restriction can be removed.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date



Jersey City
Dept. of Housing, Economic Development
& Commerce
Office of Construction Official
30 Montgomery Street, Room 412

Date Issued 4/16/2015
Control Number 52467
Permit Number 20071562
Permit Issue Date 5/10/2007
Certificate Number 20071562

Certificate

Construction Code Division
(Certificate of Occupancy)

Identification

Work Site Location: 108 M.L. KING DRIVE JERSEY CITY, NJ Block: 25602 Lot: 9 Qual: _____
Owner in Fee: BROWN PROPERTIES, LLC % ALLINE BROWN
Owner Address: 169 METLARS LANE PISCATAWAY NJ 08854
Telephone: (732) 829-2171
Contractor: P and G Construction Services, LLC
Address: 15 North Jefferson Street Orange NJ 07050
Telephone: (973) 418 0690 Fax: _____
License Number or Builders Registration Number: _____ Federal Emp. Number: 02-2452017

Home Warranty Number: _____

Type of Warranty Plan: State Private

Use Group: B Construction Classification: _____

Maximum Live Load: 0 Maximum Occupancy Load: 0

Description of Work/Use: RENOVATION AND NEW STOREFRONT AS PER PLANS

Certificate Comments:

Certificate of Occupancy

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

Certificate of Approval

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

Certificate of Continued Occupancy

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

Temporary Certificate of Compliance

The following conditions must be met no later than or the owner will be subject to fine or order to vacate:

This certificate has an expiration date of:

Conditions to be met:

Certificate of Clearance - Lead Abatement 5:17

This serves notice that based on written certification, lead abatement was performed as per NJACS:17 to the following extent:

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period (_____ years); see file

Certificate of Clearance - Asbestos Abatement

This serves notice that based on written certification, asbestos abatement was performed to the following extent:

- Total removal of asbestos hazards in scope of work
- Partial or limited time period (_____ years); see file

Certificate of Compliance

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Temporary Certificate of Occupancy

The following conditions must be met no later than: or the owner will be subject to fine or order to vacate:

This certificate has an expiration date of:

Conditions to be met:

Construction Official

Fee: \$0.00

Check Number: _____

Collected By: _____

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

City Clerk File No. Res. 15.317

Agenda No. 10.P

Approved: MAY 13 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO POLLING PLACE AGREEMENTS WITH THE HUDSON COUNTY BOARD OF ELECTIONS

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, the following elections shall take place in Jersey City on the dates specified below:

Primary Election - June 2, 2015
General Election & School Board Election - November 3, 2015

WHEREAS, it is the duty of the Hudson County Board of Elections to designate various sites as polling places; and

WHEREAS, the Hudson County Board of Elections has so designated the following sites in Jersey City for the above elections:

D Ward, 11th District, 28 Paterson Street
D Ward, 12th District, 28 Paterson Street
D Ward, 13th District, 28 Paterson Street

WHEREAS, pursuant to N.J.S.A. 40A:12-14(b), it is necessary for the City of Jersey City to enter into license agreements with the Hudson County Board of Elections for the use of the above-mentioned sites.

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

1. The following sites have been designated as polling places:

D Ward, 11th District, 28 Paterson Street
D Ward, 12th District, 28 Paterson Street
D Ward, 13th District, 28 Paterson Street

2. The Hudson County Board of Elections in consideration for the use of said sites shall pay the City of Jersey City of Jersey City Fifty Dollars (\$50.00) per site.

3. The Mayor or the Business Administrator is hereby authorized to execute said license on behalf of the City of Jersey City and to take such steps as may be necessary to effectuate the purposes of this resolution.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.318

Agenda No. 10.Q

Approved: MAY 13 2015

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION
OF CONDITIONS OF A NEW VACANT BUILDINGS STUDY AREA FOR DETERMINATION AS
AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION**

WHEREAS, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJSA 40A:12A-3, or "an area in need of rehabilitation", as defined by NJSA 40A:12A-14.; and

WHEREAS, pursuant to NJSA 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and

WHEREAS, pursuant to NJSA 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

WHEREAS, the Municipal Council on June 21, 1999 adopted a resolution declaring a portion of the original Vacant Buildings Study Area as an "area in need of redevelopment; and

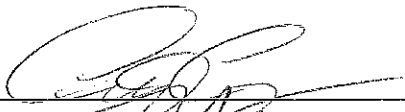

WHEREAS, the Vacant Buildings Redevelopment Plan was adopted by the Municipal Council on August 18, 1999 and last amended on February 14, 2007; and

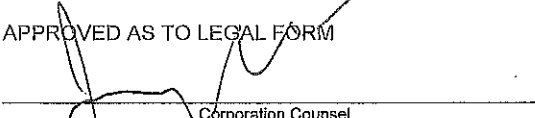
WHEREAS, new proposed lots contain dilapidated and obsolete structures, and appears to exhibit the characteristics qualifying as an area in need of redevelopment or rehabilitation; and

WHEREAS, the proposed lots for incorporation are consistent with the following addresses (block, lot): 2131 Kennedy Blvd. (22303, 30), 671 Palisade Ave. (1702, 2), 404 Palisade Ave. (3903, 18), 354 Ogden Ave. (2404, 9), 332 Whiton St. (19005, 30), 329 Forrest St. (21101, 26), 219 Clendenny Ave. (19203, 1), 248 Grove St. (14103, 54), 208 Columbus Dr. (12703, 1), 182 Claremont Ave. (22503, 58), 167 Armstrong Ave. (25601, 13), 165 Clerk St. (22701, 9), 163 Clerk St. (22701, 10), 148-150 Fulton Ave. (25704, 37), 142 Boyd Ave. (20502, 58), 81 Orient Ave. (22503, 34), 80 Bowers St. (2205, 45), 67 Clerk St. (23301, 15), 45 Gardner Ave. (16803, 17), 37.5 Oak St. (21301, 2), 35 Dwight St. (25202, 14), 18 McDougall St. (18704, 12), 9 Myrtle Ave. (23703, 12).

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced properties to determine if said study area qualifies as an "area in need of redevelopment," an "area in need of rehabilitation," or as a "Non-Condensation Redevelopment Area" without the authorization to use Eminent Domain, and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

Robert D. Cotter
Robert D. Cotter, FAICP, PP, Director
Division of City Planning

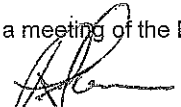
APPROVED: 
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel
Certification Required
Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5-13-15											
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

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION
OF CONDITIONS OF A NEW VACANT BUILDINGS STUDY AREA FOR DETERMINATION AS
AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION**

Initiator

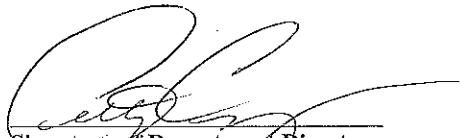
Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, FAICP	Director of City Planning
	Matt Ward, AICP	Senior Planner
Phone/email	201-547-5010	bobbyc@jcnj.org/ mward@jcnj.org

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

Purpose

This resolution authorizes the planning board to do a preliminary investigation to study the condition of twenty-three vacant buildings for possible incorporation into the Vacant Building Redevelopment Plan. The Vacant Buildings Redevelopment Plan was originally adopted by council in 1999 and the goal of the plan is bring scatter-site vacant buildings back into productive use.

I certify that all the facts presented herein are accurate.



Signature of Department Director

4/24/15
Date

SUMMARY STATEMENT

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF A NEW VACANT BUILDINGS STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

This resolution authorizes the planning board to do a preliminary investigation to study the condition of twenty-three vacant buildings for possible incorporation into the Vacant Building Redevelopment Plan. The Vacant Buildings Redevelopment Plan was originally adopted by council in 1999 and the goal of the plan is bring scatter-site vacant buildings back into productive use.

Department of Housing, Economic Development & Commerce
Division of City Planning



Memorandum

DATE: 4/24/2015

TO: COUNCIL PRESIDENT LAVARRO, MUNICIPAL COUNCIL

FROM: MATT WARD, SENIOR PLANNER

SUBJECT: RESOLUTION TO AUTHORIZE NEW VACANT BUILDINGS STUDY AREA

This resolution before you will authorize the planning board to do a preliminary investigation to study the condition of twenty-three vacant buildings for possible incorporation into the Vacant Building Redevelopment Plan. The Vacant Buildings Redevelopment Plan was originally adopted by council in 1999 and the goal of the plan is bring scatter-site vacant buildings back into productive use.

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

City Clerk File No. Res. 15.319
 Agenda No. 10.R
 Approved: MAY 13 2015



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, TENTH STREET FROM ERIE STREET TO JERSEY AVENUE BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. SATURDAY, MAY 9, 2015 AT THE REQUEST OF SILVERMAN NJ BEER CO HAMILTON INN FOR THE PURPOSE OF THE CINCO de NJ BEER CO & HAMILTON INN

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from Silverman NJ Beer Co Hamilton Inn to close Tenth Street from Erie Street to Jersey Avenue beginning 8:00 a.m. and ending 11:00 p.m. Saturday, May 9, 2015 for the purpose of the Cinco de NJ Beer Co & Hamilton Inn; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

WHEREAS, the request to close Tenth Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(C) as the event as the event is sponsored by a non-resident and the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Tenth Street from Erie Street to Jersey Avenue beginning 8:00 a.m. and ending 11:00 p.m. Saturday, May 9, 2015.

APPROVED:
 Director of Traffic & Transportation

APPROVED:
 Municipal Engineer
 APPROVED:
 Business Administrator

APPROVED AS TO LEGAL FORM
 Corporation Counsel

JDS:pcl
 (4.17.15)

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, TENTH STREET FROM ERIE STREET TO JERSEY AVENUE BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. SATURDAY, MAY 9, 2015 AT THE REQUEST OF SILVERMAN NJ BEER CO HAMILTON INN FOR THE PURPOSE OF THE CINCO de NJ BEER CO & HAMILTON INN

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Susan R. Firth on behalf of Silverman NJ Beer Co Hamilton Inn, 279 Grove Street, JCNJ 07302 201.714.2339	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org


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

Resolution Purpose

AUTHORIZING THE CLOSING OF TENTH STREET FROM ERIE STREET TO JERSEY AVENUE BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. SATURDAY, MAY 9, 2015 FOR THE PURPOSE OF THE CINCO de NJ BEER CO & HAMILTON INN

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Department Director

4/20/15

Date
5/6/15

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: April 16, 2015
TO: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
City Clerk Robert Byrne
Councilwoman Candice Osborne, Ward E
Director James Shea, Department of Public Safety
FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation
SUBJECT: PROPOSED STREET CLOSING RESOLUTIONS

Attached for your review, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following street(s):

- Tenth Street from Erie Street to Jersey Avenue beginning 8:00 a.m. and ending 11:00 p.m., Saturday, May 9, 2015

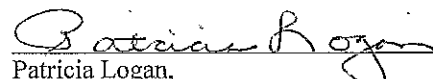
The street closing was requested by Susan R. Firth on behalf of Silverman NJ Beer Co Hamilton Inn for the purpose of Cinco de NJ Beer Co & Hamilton Inn.

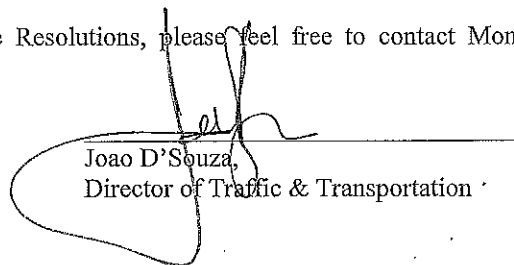
- McWilliams Place beginning 10:00 a.m. and ending 6:00 p.m. Saturday, June 20, 2015

The street closing was requested by Jessica Castellano on behalf of the Liberty Humane Society for the purpose of a Fund Raiser for the Liberty Humane Society.

It is anticipated these Resolutions will be on the Agenda for the May 13, 2015 Municipal Council Meeting.

If you have any questions regarding either of these Resolutions, please feel free to contact Monte Zucker at MONTE@icnj.org or at extension 4469.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

- C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Mark Albiez, Chief of Staff
Captain Solliti, Commander, East District
Chief Philip Zacche, Police Dept.
Chief Darren Rivers, Fire Dept.
Mary Spinello-Paretti, Business Manager, Parking Enforcement Division
Council President Lavarro, Jr. Councilwoman Watterman Councilman Rivera
Councilman Gajewski Councilman Ramchal Councilman Boggiano
Councilman Yun Councilwoman Coleman

RECREATIONAL EVENT STREET CLOSURE

BLOCK: TENTH ST, ERIE ST to JERSEY AV

PURPOSE OF EVENT: Cinco de NJ Beer Co & Hamilton Inn

BEGINS: 8AM ENDS: 11PM Saturday, May 9, 2015

APPLICANT: Susan R Firth

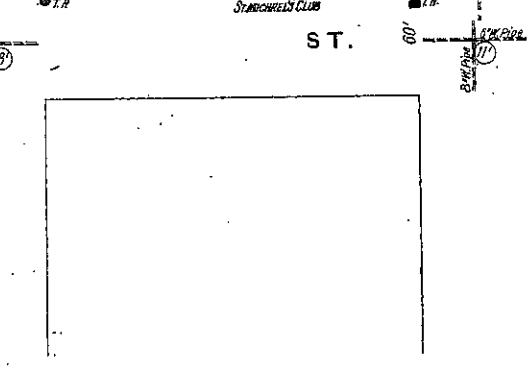
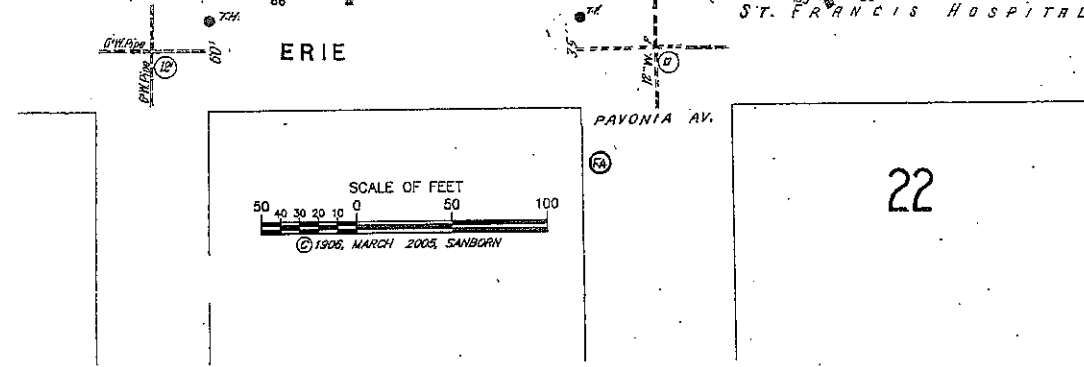
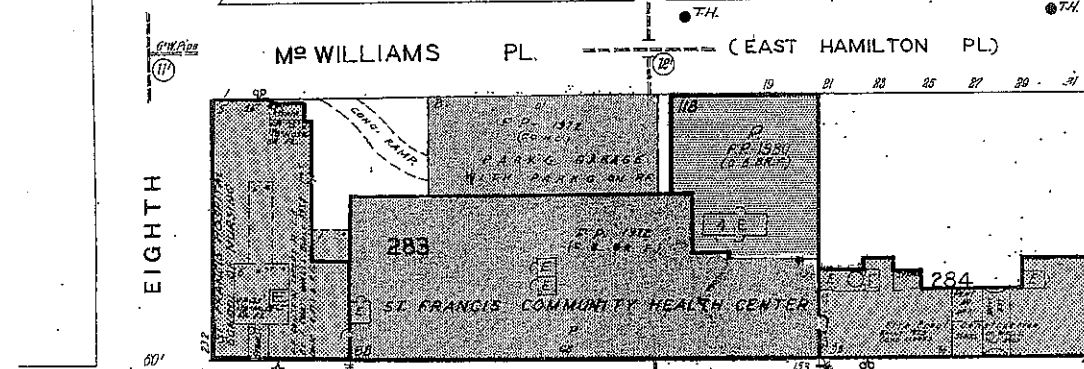
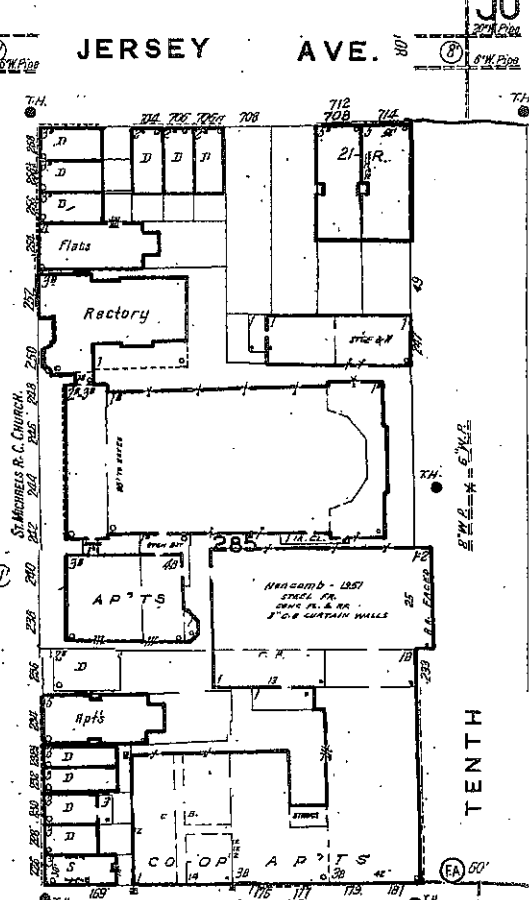
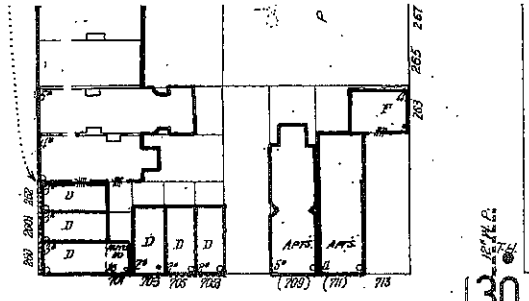
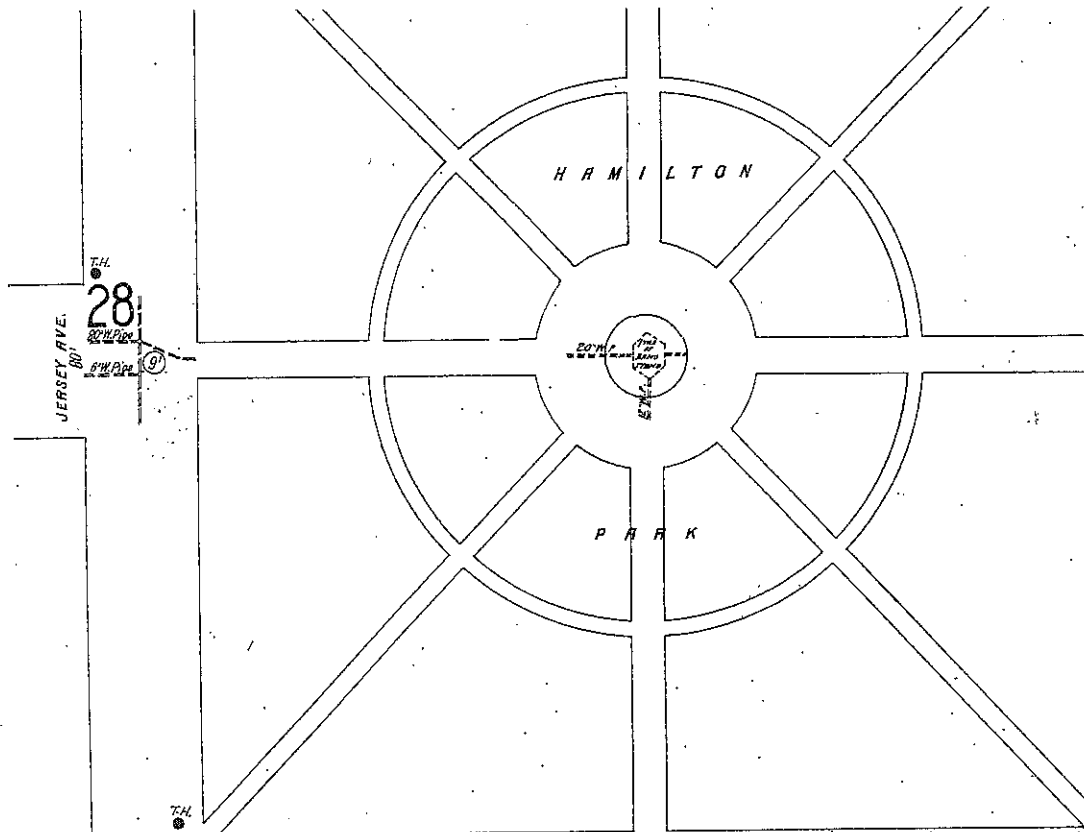
ORGANIZATION : Silverman NJ Beer Co Hamilton Inn

ADDRESS: 279 Grove St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 201.714.2339

BEING WAIVED: Nonresident, start time



JERSEY AVE. 80'
T.H. 28
60' P.W. P.28
9

JERSEY AVE. 80'
T.H. 30
60' P.W. P.30
8

MO WILLIAMS PL. (EAST HAMILTON PL.)

EIGHTH

NINTH

TENTH

ERIE

ST. FRANCIS HOSPITAL

ST.

PAVONIA AV.

22

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

City Clerk File No. Res. 15.320
 Agenda No. 10.S
 Approved: MAY 13 2015



TITLE: A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 10:00 A.M. AND ENDING 10:00 P.M. SATURDAY, JUNE 6, 2015 (RAIN DATE: SATURDAY, JUNE 13, 2015) AT THE REQUEST OF THE RIVERVIEW JAZZ ORG FOR THE PURPOSE OF A MUSIC & ART FESTIVAL

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Riverview Jazz Org to close Ogden Avenue from Griffith Street to Bowers Street beginning 10:00 a.m. and ending 10:00 p.m. Saturday, June 6, 2015 (rain date: Saturday, June 13, 2015) for the purpose of a Music & Art Festival; and

WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Section 296-71, 296-72 and 296-73 and Section 122-8 be waived; and

WHEREAS, the request to close Ogden Avenue does not meet one or more of the requirements set forth in Section 296-71 (B)(C)(D) and 296-73(D) and Section 122-8(A)(B) as the street closing was submitted by a non-resident; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 and Section 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Ogden Avenue from Griffith Street to Bowers Street beginning 10:00 a.m. and ending 10:00 p.m. Saturday, June 6, 2015, (rain date: Saturday, June 13, 2015)

APPROVED: [Signature]
 Director of Traffic & Transportation

APPROVED: [Signature]
 Municipal Engineer

APPROVED: [Signature]
 Business Administrator

JDS:pcl
 (05.12.15)

APPROVED AS TO LEGAL FORM

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
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

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 10:00 A.M. AND ENDING 10:00 P.M. SATURDAY, JUNE 6, 2015 (RAIN DATE: SATURDAY, JUNE 13, 2015) AT THE REQUEST OF THE RIVERVIEW JAZZ ORG FOR THE PURPOSE OF A MUSIC & ART FESTIVAL

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Bryan Beninghove on behalf of the Riverview Jazz Org, 237 South Street, JCNJ 07307 201.920.7209	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

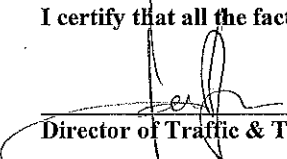
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 10:00 A.M. AND ENDING 10:00 P.M. SATURDAY, JUNE 6, 2015 (RAIN DATE: SATURDAY, JUNE 13, 2015) FOR THE PURPOSE OF A MUSIC & ART FESTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



 Director of Traffic & Transportation

 Department Director

5/12/15

 Date

 Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: OGDEN AV, GRIFFITH ST to BOWERS ST

PURPOSE OF EVENT: Music & Art Festival

10PM per BA/Contract 5.12.14
BEGINS: 10AM. ENDS: 11PM Saturday, June 6 (rain date Saturday, June 13), 2015

APPLICANT: Bryan Beninghove

ORGANIZATION : Riverview Jazz Org

ADDRESS: 237 South St

CITY, STATE, ZIP: Jersey City NJ 07307

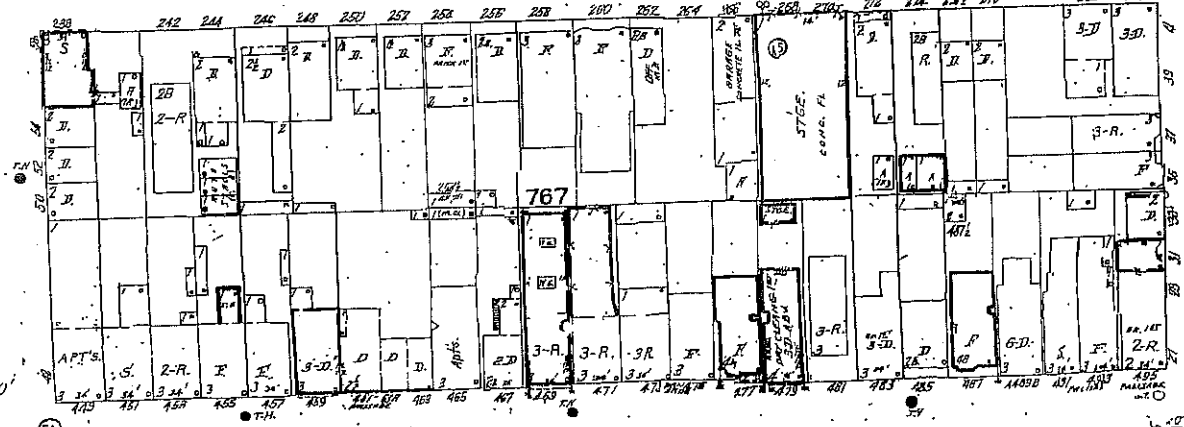
PHONE #: 201.920.7209

BEING WAIVED: Nonresident

GRIFF

NEW YORK AV.

5



767

PALISADE AV.

BOWERS

54

768

OGDEN AV.

769

51

GRIFFITH

52

PATERSON PLANK ROAD

THE BIRD STATION CENTER BUILDING 12 E.

CONCRETE FOOT BRIDGE

MILLBROOK ST.

MOUNTAIN RD.

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

City Clerk File No. Res. 15.321

Agenda No. 10.T

Approved: MAY 13 2015



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), McWILLIAMS PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M. SATURDAY, JUNE 20, 2015 AT THE REQUEST OF THE LIBERTY HUMANE SOCIETY FOR THE PURPOSE OF A FUND RAISER FOR THE LIBERTY HUMANE SOCIETY

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Liberty Humane Society to close McWilliams Place beginning 10:00 a.m. and ending 6:00 p.m. Saturday, June 20, 2015 for the purpose of a fund raiser for the Liberty Humane Society; and

WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

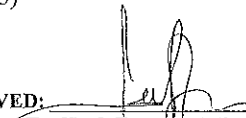
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-73 and Section 122-8 be waived; and

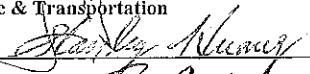
WHEREAS, the request to close McWilliams Place does not meet one or more of the requirements set forth in Sections 296-71(A)(B)(C)(D), 296-73(D) and Section 122-8(A) as the event is sponsored by a non-resident; and

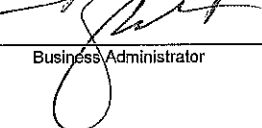
WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of McWilliams Place beginning 10:00 a.m. and ending 6:00 p.m. Saturday, June 20, 2015.

JDS:pcl
(04.10.15)

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
Not Required

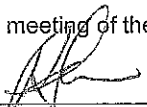
APPROVED 9-0

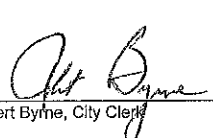
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), McWILLIAMS PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M. SATURDAY, JUNE 20, 2015 AT THE REQUEST OF THE LIBERTY HUMANE SOCIETY FOR THE PURPOSE OF A FUND RAISER FOR THE LIBERTY HUMANE SOCIETY

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Jessica Castellano on behalf of the Liberty Humane Society, 235 Jersey City Boulevard, JCNJ 07304 201.547.4147	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

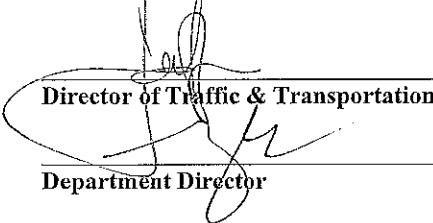
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF McWILLIAMS PLACE BEGINNING 10:00 A.M. AND ENDING 6:00 P.M. SATURDAY, JUNE 20, 2015 FOR THE PURPOSE OF A FUND RAISER FOR THE LIBERTY HUMANE SOCIETY

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Department Director

4/20/15
Date
5/6/15
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: McWILLIAMS PL

PURPOSE OF EVENT: Fundraiser for Liberty Humane Society

BEGINS: 10AM ENDS: 6PM Saturday, June 20, 2015

APPLICANT: Jessica Castellano

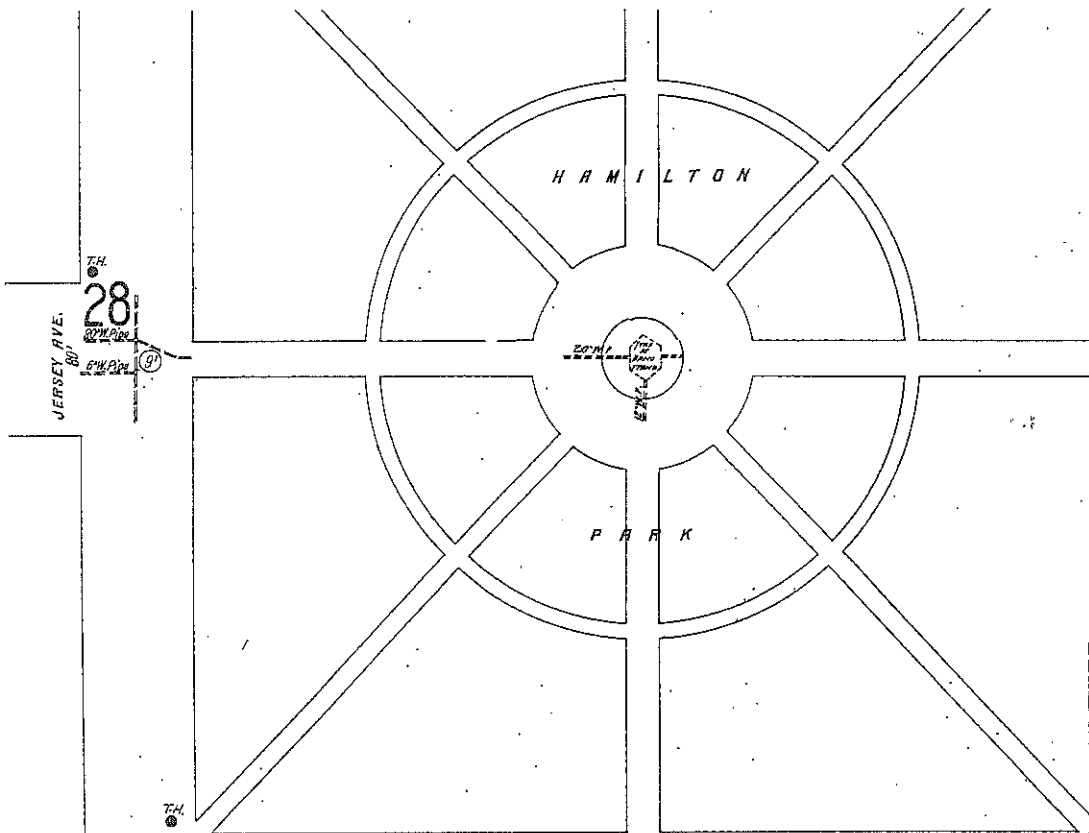
ORGANIZATION : Liberty Humane Society

ADDRESS: 235 Jersey City Blvd

CITY, STATE, ZIP: Jersey City NJ 07304

PHONE #: 201.547.4147

BEING WAIVED: Nonresident



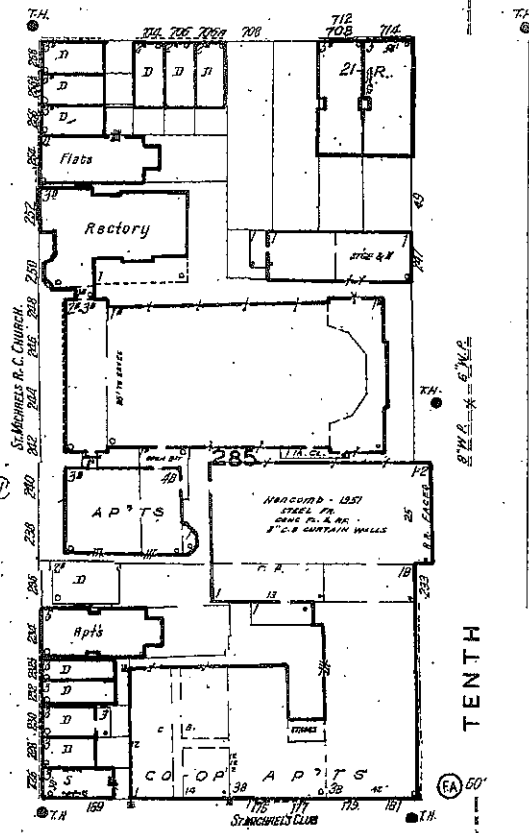
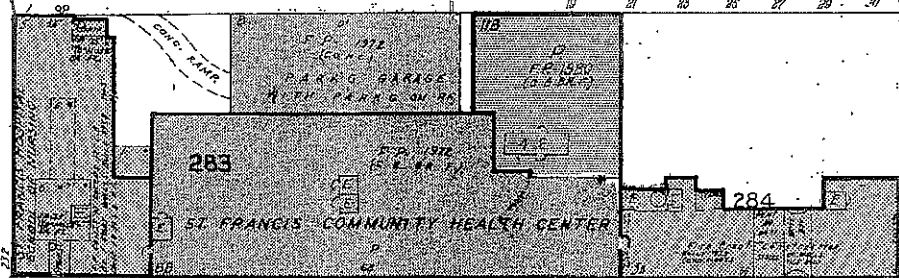
JERSEY AVE. 60'
 T.H.
 28
 6" W. Pipe
 8"

JERSEY AVE. 80'
 T.H.
 30
 6" W. Pipe
 8"

EIGHTH
 60'
 11"

M^{rs} WILLIAMS PL. (EAST HAMILTON PL.)

NINTH
 60'
 11"



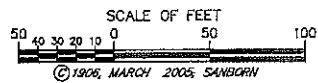
ERIE
 60'
 12"

ERIE

PAVONIA AV.

TENTH
 60'
 12"

ST.



22

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

City Clerk File No. Res. 15.322

Agenda No. 10.U

Approved: MAY 13 2015



TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET, WITH GREENE STREET KEPT OPEN FOR LOCAL TRAFFIC, BEGINNING 8:00 A.M. AND 10:00 P.M., SATURDAY, AUGUST 15, 2015 AND SUNDAY, AUGUST 16, 2015 AT THE REQUEST OF THE JERSEY CITY PUERTO RICAN HERITAGE FESTIVAL & PARADE FOR THE PURPOSE OF THE PUERTO RICAN FESTIVAL

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Jersey City Puerto Rican Heritage Festival & Parade to close both Exchange Place and Montgomery Street from Hudson Street to Washington Street, with Greene Street kept open for local traffic, beginning 8:00 a.m. and ending 10:00 p.m. on Saturday, August 15, 2015 and Sunday, August 16, 2015 for the purpose of the Puerto Rican festival; and

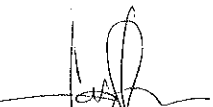
WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and 122-9 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and


WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and 122-8 be waived; and

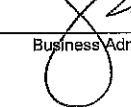
WHEREAS, the request to close both Exchange Place and Montgomery Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(2)(8), 296-73(D) and 122-8(A)(C) as the application for the street closing has been filed by a nonresident, more than one block at a time will be closed and the event starts earlier than permitted; and

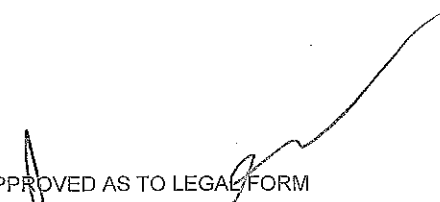
WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72, 296-73 and 122-8 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Exchange Place and Montgomery Street from Hudson Street to Washington Street, with Greene Street kept open for local traffic, beginning 8:00 a.m. and ending 10:00 p.m. on Saturday August 15, 2015 and Sunday, August 16, 2015.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel
Certification Required
Not Required
APPROVED 9-0

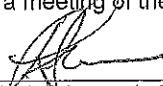
JDS:pcl
(05.12.15)


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET, WITH GREENE STREET KEPT OPEN FOR LOCAL TRAFFIC, BEGINNING 8:00 A.M. AND 10:00 P.M., SATURDAY, AUGUST 15, 2015 AND SUNDAY, AUGUST 16, 2015 AT THE REQUEST OF THE JERSEY CITY PUERTO RICAN HERITAGE FESTIVAL & PARADE FOR THE PURPOSE OF THE PUERTO RICAN FESTIVAL

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Carmen Vega on behalf of the Jersey City Puerto Rican Heritage Festival & Parade, 263 Central Avenue, JCNJ 07307 201.920.6387	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

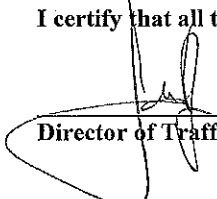
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF BOTH EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO WASHINGTON STREET, WITH GREENE STREET KEPT OPEN FOR LOCAL TRAFFIC, BEGINNING 8:00 A.M. AND ENDING 10:00 P.M., SATURDAY, AUGUST 15, 2015 AND SUNDAY, AUGUST 16, 2015 FOR THE PURPOSE OF THE PUERTO RICAN FESTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Department Director

5/12/15

Date

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: EXCHANGE PL &
MONTGOMERY ST from HUDSON ST to WASHINGTON ST,
with GREENE ST kept open for local traffic

PURPOSE OF EVENT: Puerto Rican Festival

BEGINS: 8AM ENDS: ~~Midnight~~ 10 pm per BIA/COUNCIL 5.12.15
Saturday & Sunday, August 15 & 16, 2015

APPLICANT: Carmen Vega

ORGANIZATION : Jersey City Puerto Rican Heritage Festival & Parade

ADDRESS: 263 Central Av

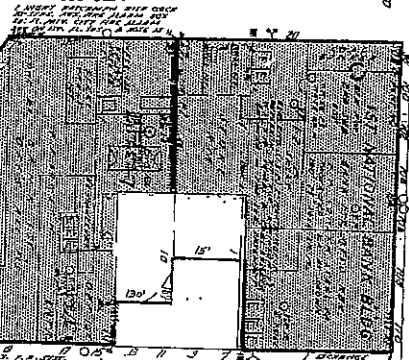
CITY, STATE, ZIP: Jersey City NJ 07307

PHONE #: 201.920.6387

BEING WAIVED: End time, more than one block at a time closed, nonresident, start time

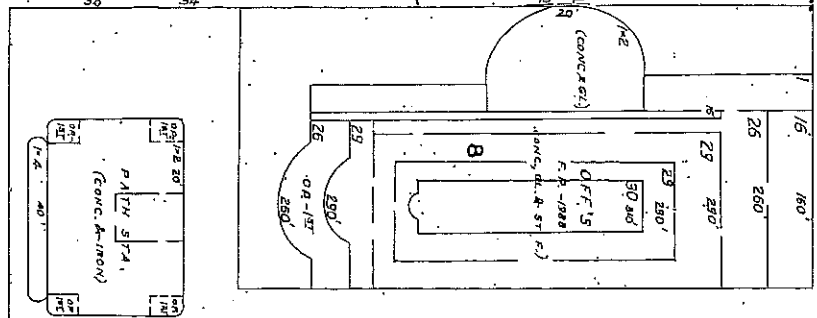
5

COMMERCIAL TRUST YORK
COS BLDG



EXCHANGE PL.

PORT AUTHORITY
TRAN & HUDSON CURR



CHRISTOPHER COLUMBUS
(RAILROAD AV.) DR.

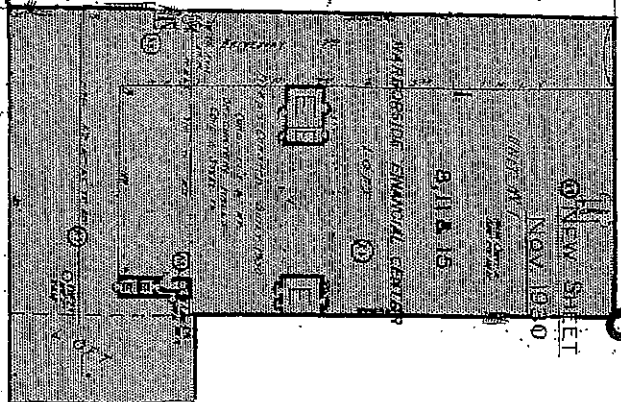
HUDSON

AREA SOUTH OF RAILROAD
AV URBAN RENEWAL SITE

MONTGOMERY

ST. NU TRANSIT TRAM LINE

11

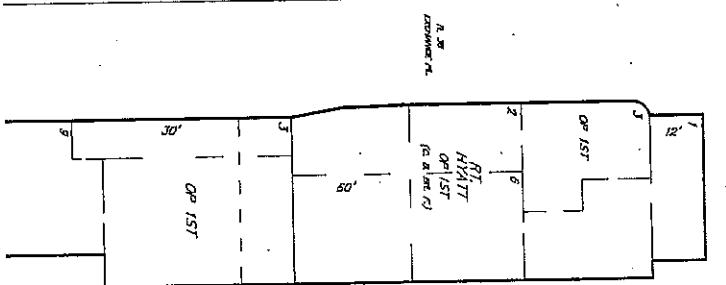


HUDSON ST

NEW SHEET
NOV. 1980

10

176



MANHATTAN FINANCIAL CENTER
NOV. 1980

JERSEY CITY PRINTING CO. OWNERS
 VARIOUS OCCUPANTS
 LARGE WORKSHOP WITH CLACK & CONTING. GRAMMEL
 AUTO SPRINKLER, MET SYSTEM, SUSANGLIC ADVEY IN WY
 LARGER PORTION OF BLDG. IS COPT. BY PERMITS
 WITH THICK BRICK WALLS, SLEIGH BELLS

WASHINGTON ST

ST.

10

GREENE ST

ST

ST.

60'

AV.) DR.

PARK DR.

238 R.
 F.P. 1874
 (C.D. DR. 5)

YORK

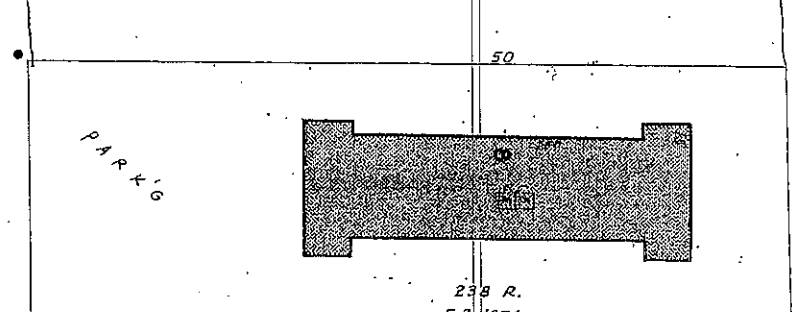
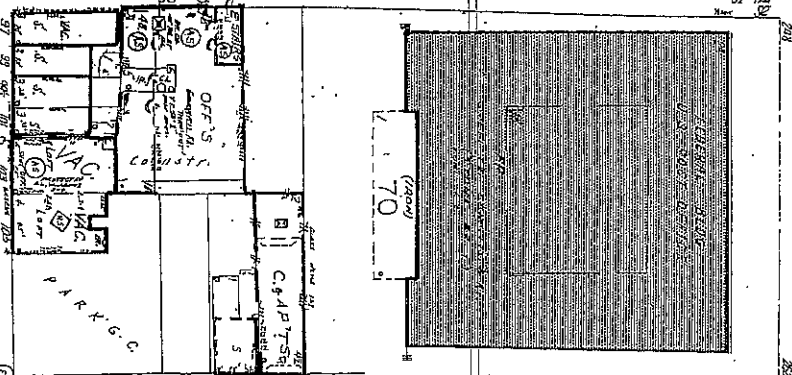
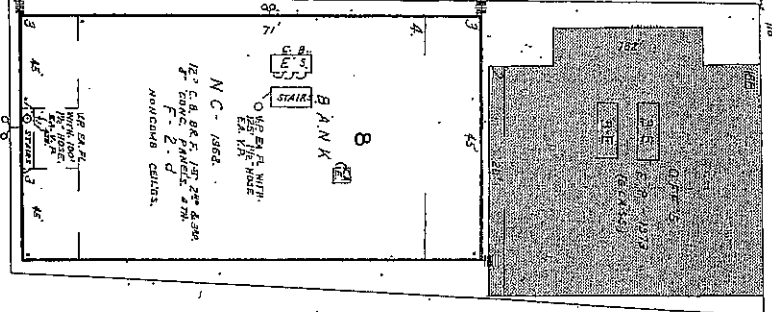
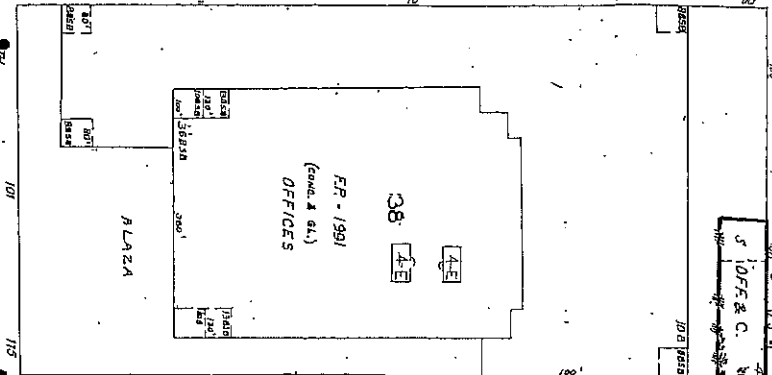
MONTGOMERY

CHRISTOPHER COLUMBUS (RAILROAD)

HUDSON ST

EXCHANGE PL

SCALE OF FEET
 0 50 100



HUDSON

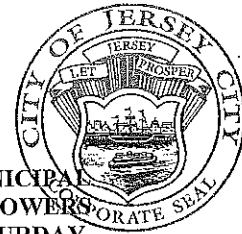
PARK

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

City Clerk File No. Res. 15.323

Agenda No. 10.V

Approved: MAY 13 2015



TITLE: A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 10:00 A.M. AND ENDING 5:00 P.M. SATURDAY, SEPTEMBER 12 (RAIN DATE: SUNDAY, SEPTEMBER 13), 2015 AT THE REQUEST OF THE RIVERVIEW NEIGHBORHOOD ASSOC FOR THE PURPOSE OF A FLEA MARKET & PARK FESTIVAL

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Riverview Neighborhood Assoc to close Ogden Avenue from Griffith Street to Bowers Street beginning 10:00 a.m. and ending 5:00 p.m. Saturday, September 12 (rain date: Sunday, September 13), 2015 for the purpose of a Flea Market & Park Festival; and

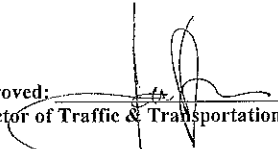
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;


WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Section 296-71, 296-72 and 296-73 and Section 122-8 be waived; and

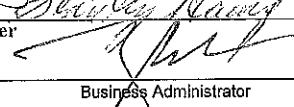
WHEREAS, the request to close Ogden Avenue does not meet one or more of the requirements set forth in Section 296-71 (B)(C)(D) and 296-73(D) and Section 122-8(A)(B) as the street closing was submitted by a non-resident; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 and Section 122-8 be waived.

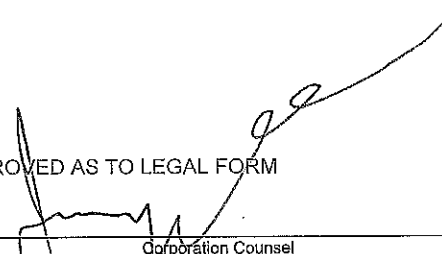
NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Ogden Avenue from Griffith Street to Bowers Street beginning 10:00 a.m. and ending 5:00 p.m. Saturday, September 12 (rain date: Sunday, September 13), 2015.

Approved: 
 Director of Traffic & Transportation

APPROVED: 
 Municipal Engineer

APPROVED: 
 Business Administrator

JDS:pc
 (04.16.14)

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

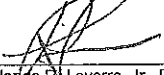
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 10:00 A.M. AND ENDING 5:00 P.M. SATURDAY, SEPTEMBER 12 (RAIN DATE: SUNDAY, SEPTEMBER 13), 2015 AT THE REQUEST OF THE RIVERVIEW NEIGHBORHOOD ASSOC FOR THE PURPOSE OF A FLEA MARKET & PARK FESTIVAL

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Kern Weissman on behalf of the Riverview Neighborhood Assoc, 576 Palisade Avenue, JCNJ 07307 917.279.8854	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

Resolution Purpose

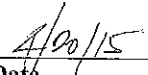
AUTHORIZING THE CLOSING OF OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 10:00 A.M. AND ENDING 5:00 P.M. SATURDAY, SEPTEMBER 12 (RAIN DATE: SUNDAY, SEPTEMBER 13), 2015 FOR THE PURPOSE OF A FLEA MARKET & PARK FESTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: OGDEN AV, GRIFFITH ST to BOWERS ST

PURPOSE OF EVENT: Flea Market & Park Festival

BEGINS: 10AM ENDS: 5PM Saturday, September 12 (rain date Sunday, September 13), 2015

APPLICANT: Kern Weissman

ORGANIZATION : Riverview Neighborhood Assoc

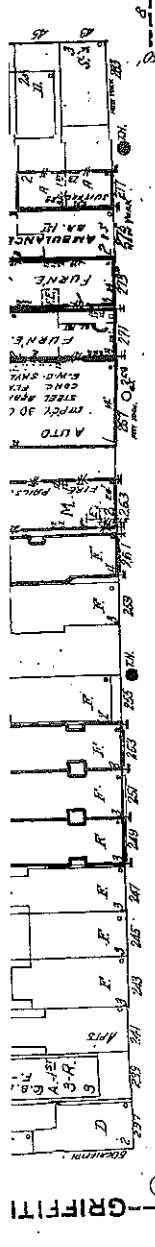
ADDRESS: 576 Palisade Av

CITY, STATE, ZIP: Jersey City NJ 07307

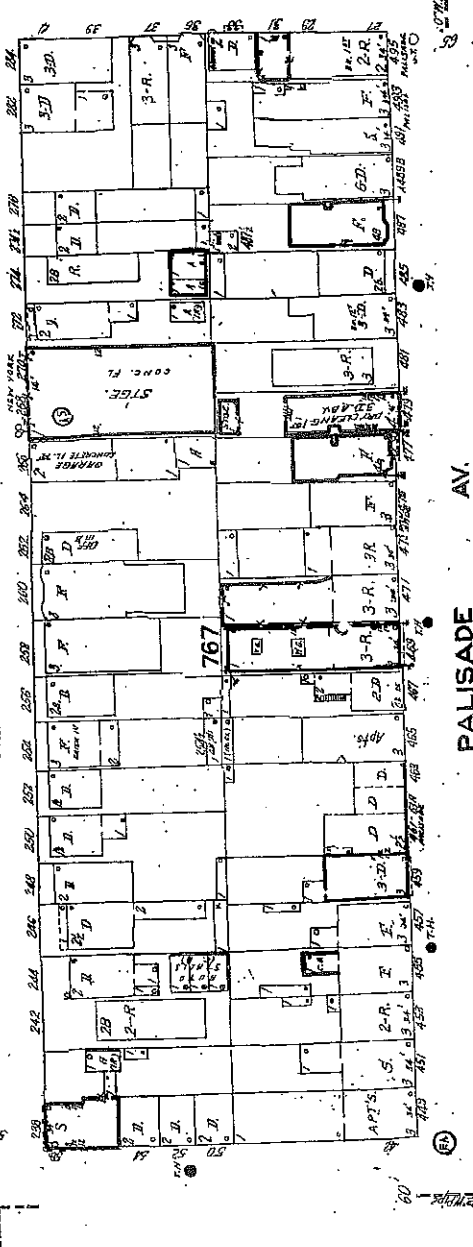
PHONE #: 917.279.8854

BEING WAIVED: Nonresident

GRIFITH



NEW YORK AV.



51

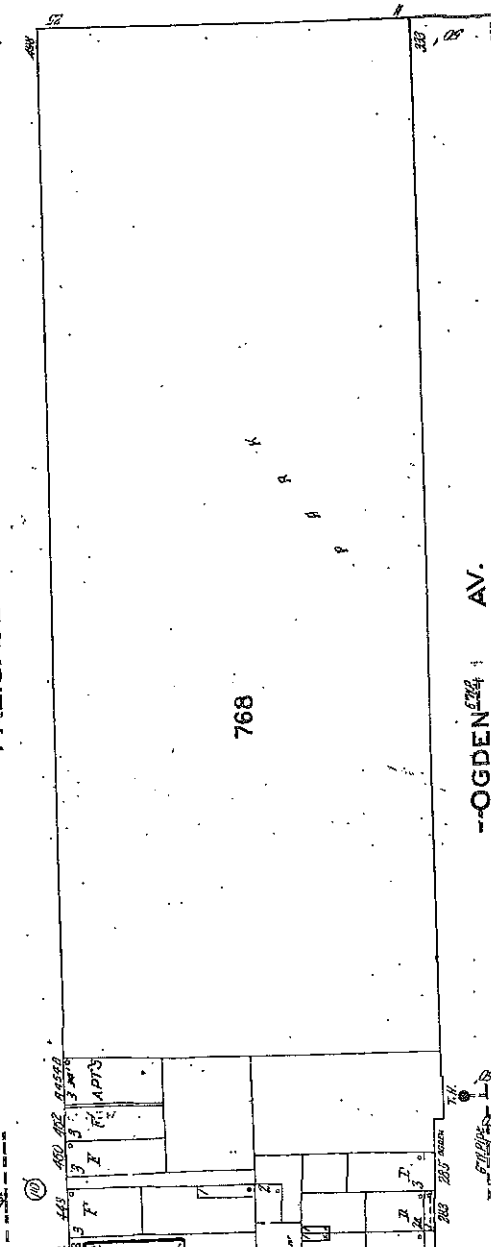
54

BOWERS

51

52

PALISADE AV.



51

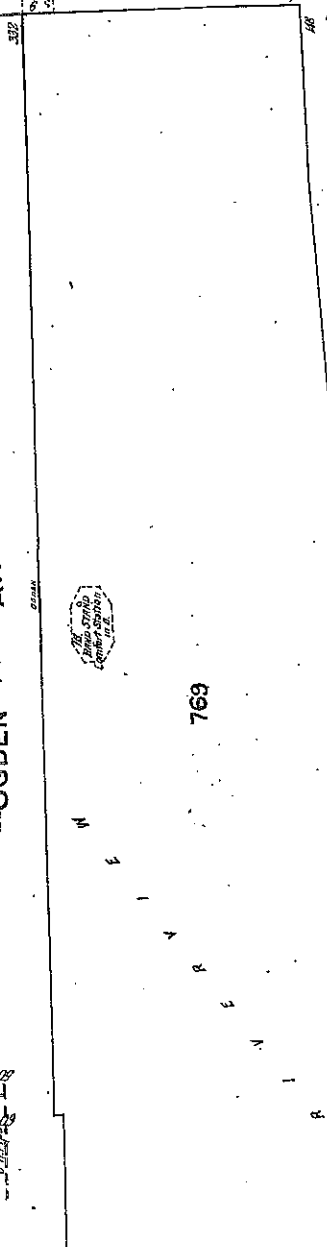
54

BOWERS

51

52

OGDEN AV.



51

54

BOWERS

51

52

PATERSON PLANK ROAD

52

54

BOWERS

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

City Clerk File No. Res. 15.324

Agenda No. 10.W

Approved: MAY 13 2015



TITLE:

RESOLUTION WAIVING VARIOUS PERMITTING FEES AND REQUIREMENTS IN SUPPORT OF PSE&G'S ENERGY STRONG PROGRAM

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

WHEREAS, the City of Jersey City ("City") has experienced a series of extreme weather events over the past four years, including Hurricane Irene, major snowstorms and Nor'easters, and Superstorm Sandy; and

WHEREAS, the City and its residents were impacted by those extreme weather events, including but not limited to power outages and losses to both public and private property; and

WHEREAS, Public Service Electric and Gas Company ("PSE&G") provides the City of Jersey City with electric and gas service; and

WHEREAS, Superstorm Sandy, in particular, severely damaged PSE&G infrastructure, flooding electrical substations due to storm surges, downing power lines and poles due to high winds and fallen trees, and destroying gas meters due to contact with water; and

WHEREAS, the damages to PSE&G's infrastructure contributed to the negative impacts on the City and its residents; and

WHEREAS, the New Jersey Board of Public Utilities ("BPU") issued an order on January 23, 2013 directing the State's electric and gas utilities, including PSE&G, to implement certain recommendations in the areas of: "Preparedness efforts", "Communications", "Restoration and response", "Post event", and "Underlying infrastructure issues"; and

WHEREAS, PSE&G submitted an infrastructure filing on February 20, 2013 entitled "Energy Strong"; and

WHEREAS, "Energy Strong" will implement \$1.2 Billion worth of infrastructure projects over a 5- year period to enhance PSE&G's electrical and gas system, including but not limited to: fortifying electrical stations, replacing and modernizing cast iron gas mains, deploying smart grid technologies, improving pole distribution systems, creating more redundancies, undergrounding of electricity lines, and protecting gas metering stations; and

WHEREAS, implementing these improvements and repairs to the City's electric and gas systems, will help better prepare the City for future superstorms or other catastrophic events; and

WHEREAS, the construction of these improvements will require numerous street openings; and

WHEREAS, plans for "Energy Strong" projects were developed prior to the City enacting Ordinance 15-003 (Ordinance amending the Jersey City Municipal Code, Chapter 296 (Streets and Sidewalks), Article VII (Excavations), to amend the standards for street excavations and Chapter 160 (Fees and Charges), Section 33, to increase the fees to excavate streets) on January 28, 2015, and

WHEREAS, PSE&G has committed to a repaving standard which exceeds the City's "Construction Guidelines for Street Openings" in effect prior to the enactment of Ordinance 15-003; and

TITLE: RESOLUTION WAIVING VARIOUS PERMITTING FEES AND REQUIREMENTS IN SUPPORT OF PSE&G'S ENERGY STRONG PROGRAM

WHEREAS, the proposed repaving standard has been confirmed by the Division of Architecture, Engineering, Traffic and Transportation; and

WHEREAS, PSE&G has requested an exemption from compliance with Ordinance 15-003 to facilitate the implementation of these infrastructure improvements; and

WHEREAS, PSE&G further requests an exemption from all City permitting and filing fees related to the construction of "Energy Strong" infrastructure improvements; and

WHEREAS, the Jersey City Municipal Council previously affirmed its support for PSE&G's "Energy Strong" Program by its approval of Resolution 13-553 on July 31, 2013;

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

1. The Business Administrator, or his designee, is authorized to waive certain requirements of Ordinance 15-003 for PSE&G "Energy Strong" projects; and
2. The Business Administrator, or his designee, is authorized to waive any or all permitting or filing fees for PSE&G "Energy Strong" projects; and
3. Waivers of fees and requirements are contingent upon certification from authorized representatives of PSE&G that projects are part of the "Energy Strong" program.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION WAIVING VARIOUS PERMITTING FEES AND REQUIREMENTS IN SUPPORT OF PSE&G'S ENERGY STRONG PROGRAM

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	Director, Traffic and Transportation
Phone/email	201-547-4530	joao@jcnj.org

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

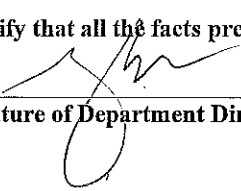
Resolution Purpose

As a result of the damage incurred from Superstorm Sandy, Hurricane Irene, and other severe storms, PSE&G has begun a major program of gas and electric infrastructure upgrades called "Energy Strong". This program will implement \$1.2 billion over 5 years to protect against power outages and repair equipment damage. Much of the work will involve street openings, and PSE&G has proposed a repaving standard which exceeds the City's "Construction Guidelines for Street Openings" which was in effect prior to the enactment of Ordinance 15-003, which increased the requirements. Because the "Energy Strong" program was proposed prior to the enactment of Ordinance 15-003, PSE&G has requested a waiver of permitting and filing fees and an exemption from the higher repaving standard of Ordinance 15-003. This resolution authorizes the Business Administrator, or his designee to grant those waivers contingent on PSE&G certifying the projects are part of the "Energy Strong" program.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



8/6/15

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ATTORNEYS AT LAW

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212.307.3700
FAX: 212.262.0059

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FAX: 201.706.2160

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STEPHEN D. KESSLER
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SUSAN KWIATKOWSKI*
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ELEONORE OPOSU-ANTWI*
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SYDNEY J. DARLING*
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STEPHEN R. TURANO*
STEVEN A. KROLL*
MATTHEW A. BAKER*

JODI ANNE HUDSON*
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JASON E. MARK*
ALEXIS E. LAZZARA
GAIL GOLDFEARH*
THOMAS VECCHIO*+
DANIEL B. KESSLER*
ROBERT A. VERDIBELLO*
MICHELE T. TANTALLA*
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THOMAS M. BLEWITT, JR.+
ZULFIA T. CORRIGAN-
MARY HURLEY KELLETT*
DANIELLE M. NOYAK*
KATELYN O'REILLY
JAMES E. FIGLIOZZI-
MARIE L. BELANGER*
NICHOLAS W. URCIUOLI
GENEVIEVE L. FAIRCLOUGH
CHRISTINA SARTORIO*
THOMAS M. WESTER*
DANIEL E. BONILLA*
CATYLIN PTRY CASCINO*
THOMAS FORRESTER, JR.*
KARA M. STEGER-
VICTORIA K. PAGOS*
MICHAEL A. ROLEK*
YANGHO CHARLES SHIN
AMANDA M. CURLEY
SCOTT M. PRESS*
MEGAN M. KOSOVICH
READ W. SELIGMANN
JOSEPH L. LINARES*
DANIEL J. SWAYZE
HOPE D. SIKHITSKY
CHRISTOPHER J. BORCHERT

JOHN A. PINDAR (1969)
GEORGE W. CONNELL (2005)
ADRIAN M. FOLEY, JR.
GEORGE J. KENNY*
KENNETH F. KUNZMAN
SAMUEL D. LORD (2012)
RICHARD D. CATEA(ACC)
RICHARD J. BADOLATO*
PETER D. MANAHAN
JOHN B. MURRAY
MARK L. FLEDER
KEVIN J. COAKLEY
THOMAS S. COSMA
KATHLEEN S. MURPHY
PATRICK J. MCAULEY
PETER J. PIZZI*+
KEVIN R. GARDNER
ROBERT E. RYAN
MICHAEL X. MCBRIDE*
VINCENT J. TORNA-
JEFFREY W. MORYAN*
EDWARD S. WARDELL
PETER J. SMITH*
WILLIAM P. KRAUSS
BRIAN G. STELLER
PHILIP F. MCGOVERN, JR.
KAREN PAINTER RANDALL
LIZA M. WALSH
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MICHAEL J. CROWLEY-
TIMOTHY E. CORRISON*
PATRICK J. HUGHES*+
JAMES C. MCCANN*
JOHN D. CROMIE

ANGELA A. JUSO*
WILLIAM T. MCGLOIN*
BRENDAN JUDGE
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FRANK T. CARA*
STEPHEN V. FALANGA*
TRICIA O'REILLY*
ANTHONY F. VITIELLO*+
MARC D. HAEFNER
JONATHAN E. MCHENRY
BRAD D. SHALIT*
M. TREVOR LYONS*
CRAIG S. DEMARESKI*
W. NEVINS MCCANN*
THOMAS J. O'LEARY*
MITCHELL W. TARASCHI
MICHAEL A. SHADIACK
OWEN C. MCCARTHY*
PATRICIA A. LEE*+
AGNIESZKA ANTONIAN*
NEIL V. MODY*
STEVE BARNETT*
THOMAS M. SCUDERI*
JOSEPH M. MURPHY*
NANCY A. SKIDMORE*
CHRISTINE S. ORLANDO
JENNIFER C. CRITCHLEY*
PATRICK S. BRANNIGAN*
CHRISTINE I. GANNON*
ANDREW C. SAYLES*
WILLIAM D. DEVEAU*
HECTOR D. RUIZ*
MEGHAN BARRETT BURKE*

PLEASE REPLY TO JERSEY CITY, NJ

April 14, 2015

VIA EMAIL AND U.S.P.S.

Robert J. Kakoleski
Business Administrator
Department of Administration
City of Jersey City
280 Grove Street, Room 108
Jersey City, NJ 07302

Re: PSE&G Energy Strong Program

Dear Mr. Kakoleski:

As you know, the undersigned represents Public Service Electric and Gas Company ("PSE&G"). As a result of recent severe weather events that have negatively impacted PSE&G's utility infrastructure, on January 23, 2013 the New Jersey Board of Public Utilities ("BPU") issued an order directing the State's utility providers (including PSE&G) to implement certain recommendations. In response to the BPU order, on February 20, 2013, PSE&G submitted a filing for the Energy Strong program, which consists of an investment in excess of \$3.9 Billion of infrastructure projects over a 10 year period to enhance PSE&G's electrical and gas system.

Given that the City of Jersey City and its residents will be prime beneficiaries of the work proposed by PSE&G, on July 31, 2013, the City Council adopted Resolution 13.553 supporting the Energy Strong program.

*ALSO ADMITTED IN NEW YORK
+ALSO ADMITTED IN PENNSYLVANIA
-ONLY ADMITTED IN NEW YORK

April 14, 2015
Page 2

In connection with the proposed work to be performed by PSE&G, it is respectfully requested that PSE&G be exempted from all City permitting and filing fees and requirements, including, but not limited to the recent street paving ordinance enacted by the City of Jersey City on January 28, 2015 (Ordinance 15.003).

Thank you for your attention to this matter. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

W. Nevins McCann

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

City Clerk File No. Res. 15.325

Agenda No. 10.X

Approved: MAY 19 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO REIMBURSEMENT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT UNDER THE STATE'S WORK FIRST NEW JERSEY PROGRAM TO PROVIDE ON-THE-JOB TRAINING TO VOLUNTEERS PARTICIPATING FROM THE HUDSON COUNTY COMMUNITY WORK EXPERIENCE PROGRAM (CWEP) HIRED AS EMPLOYEES BY THE CITY OF JERSEY CITY

WHEREAS, under the State of New Jersey's Welfare Program, Work First New Jersey emphasizes work as the first step toward building a new life and brighter future, and

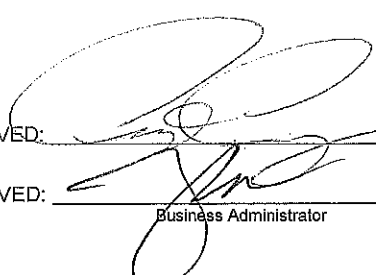
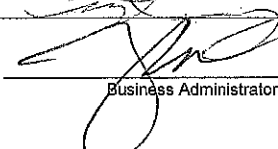
WHEREAS, the program goals are to help people get of welfare, secure employment and become self-sufficient, through job training education and work activities, and

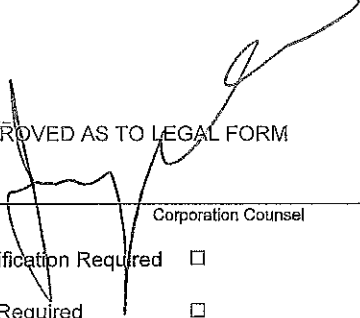
WHEREAS, such agreements are authorized pursuant to N.J.S.A. 40a:11-5(2) because it is with the State of New Jersey; and

WHEREAS, under the Work First New Jersey On-The-Job Training Program the employer can receive up to half of new employee's gross wages for up to 26 weeks to help defray the costs of their training.

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

- The Mayor or Business Administrator are hereby authorized to enter into reimbursement agreements with the New Jersey Department of Labor and Workforce Development for the purposes of providing on the job training employment to eligible individuals. Such agreements shall be in the form attached hereto subject to modification as may be deemed necessary or appropriate by the Corporation Council.

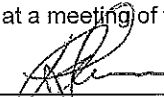
APPROVED: 
 APPROVED: 
 Business Administrator


APPROVED AS TO LEGAL FORM

 Corporation Counsel
 Certification Required
 Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - NON CONTRACTUAL

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

Full Title of Ordinance/Resolution:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO REIMBURSEMENT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT UNDER THE STATE'S WORK FIRST NEW JERSEY PROGRAM TO PROVIDE ON-THE-JOB TRAINING TO VOLUNTEERS VOLUNTEERS PARTICIPATING FROM THE HUDSON COUNTY COMMUNITY WORK EXPERIENCE PROGRAM (CWEP) HIRED AS EMPLOYEES BY THE CITY OF JERSEY CITY

Initiator

Department/Division	HED&C	Construction Official's Office
Name/Title	Anthony Cruz	Department Director
Phone/email	201-547-5070	acruz@icnj.org

Resolution/Purpose

The Resolution authorizes the City of Jersey to enter into Reimbursement Agreement with the NJ Labor Department on their New Jersey On-The-Job Training (NJOJT) Program. This program will give the City of Jersey a reimbursement incentive for 26 weeks of the new hire gross wages, the city will receive a 100% reimbursement of the new hire gross wages for the first 13 weeks, the remaining 13 weeks will be at 50 % until the end of the Agreement for a total of six months.

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/4/15
Date

ON-THE-JOB TRAINING (OJT) CONTRACT

Contractor : JERSEY CITY	Contract #: 2015_WPAY_TANF_HN_4139
Address : 280 GROVE ST JERSEY CITY, NJ, 07302	SYP Code:
Contact : ANTHONY CRUZ Address : 30 MONTGOMERY STREET SUITE 1400 JERSEY CITY, NJ, 07302	Originating Office : New Jersey Department of Labor and Workforce Development John Fitch Plaza P.O.Box 055 Trenton, NJ 08625-0055
Phone : (201) 547-5606	
IRS# : 226002013 06 Date: 04/01/2015	Attn: HECTOR ALBA Hector.Alba@dol.state.nj.us
DUNS# : 831438275	

This agreement is entered into between the New Jersey Department of Labor and Workforce Development (LWD) and TAXPAYER ID-226002013, JERSEY CITY, to provide OJT training for OJT participants as follows:

I.	Occupation, SYP Code Name,SSN	No. of Trainees	Work Week Hrs.	Trainee Wage				Total Trainee Weeks	Cost Per Trainee	Total Cost Per Occupation
				Actual Hourly Wage	*In Allowable Hourly Wage	OJT Reimbursement	No. Hrs.			
	Office and Administrative Support Workers, All Other 43919900	1	38	\$15.20	\$15.20	\$15.20	494	13	\$7,508.80	\$7,508.80
	AVILA, MELANIE *****7249	1	38	\$15.20	\$15.20	\$7.60	494	13	\$3,754.40	\$3,754.40
									\$11,263.20	\$11,263.20

II. This agreement has an effective starting date of 03/09/2015 and an effective completion date of 09/21/2015

III. Payment Schedule (X) Monthly () Other (specify)

IV. Training Description (Describe processes, operations and skills to be learned.)

TECHNICAL ASSISTANCE TO THE CONSTRUCTION OFFICIAL

JOB DESCRIPTION:

Under direction provides technical assistance in the issuance of construction permits to ensure compliance with the provisions of the New Jersey code and model codes; does other duties.

TRAINING BENCHMARKS:

1. Will review applications for construction permits to ensure all necessary information/documents are included for processing purposes.
2. Will assist the general public by providing information of technical nature concerning the requirements and standards relating to the uniform construction code.
3. Will issue construction permits after approval and authorization have been granted by the appropriate Sub-Code official.
4. Will calculate routine fees, collect fees and penalties as directed by Sub-Code and/or construction official and issues receipts.
5. Will review inspection logs for overdue inspections, and may take appropriate action for non-compliance according to the Uniform Construction Code regulations.
6. Will gather information and data to answer inquiries and to prepare reports.

SKILLS:

This training will enable the participant to learn and develop clerical skills, to interact effectively with customers and office personnel and to prepare reports and correspondence. Also, this training will allow the applicant to improve verbal and written communication skills as well as to work in an office team environment.

V. The employer agrees:

1.To provide training and supervision to participants to attain acceptable entry level functioning in the occupation(s) as they exist in the employing establishment. This training and supervision will be included as 25% of the employers wage as an "in-kind" match. These "in-kind" match funds cannot be used and will not be used to satisfy the cost-sharing or matching requirement of another Federal program.

2.To hire participants at the inception of the agreement as members of his/her regular work force, and to retain all trainees as permanent employees at the conclusion of the agreement, provided that the trainee has attained an acceptable entry functioning level.

3.To employ under this agreement only Temporary Assistance for Needy Families (TANF), Workforce 55+ (WF55+), General Assistance (GA) or Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamps) participants who have been certified by the NJ Department of Labor & Workforce Development (LWD), Division of Workforce Grants & Program Management as eligible for program services.

4.To provide On-the-Job Training or Subsidized Employment, whichever program is appropriate for this contract, utilizing qualified training instructor(s) for the respective occupation(s) shown on this contract.

5.To submit participant attendance payroll data for reimbursement of wages to the LWD Representative processing this contract.

6.To be in compliance with all Federal and State Laws and Regulations.

7.To notify, in writing, the Division of Workforce Grant & Program Management of the name, title and union affiliation of the appropriate bargaining representative, if the occupation(s) in which the employment and training offered is subject to a bargaining agreement. Concurrence by the appropriate bargaining representative as to the OJT or Subsidized Employment training program has been obtained.

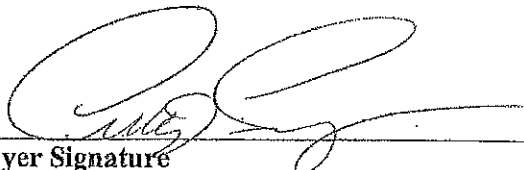
8.To provide Workers Compensation protection for the trainee participant or accident and liability insurance coverage to an extent equal to such protection.

9.To cooperate with the representatives of the NJ Department of Labor and Workforce Development in evaluating the progress of the trainee participant and to ensure that the trainee participant's need for ancillary service is identified and provided.

10.The employer hereby covenants and agrees not to discriminate against any person who is employed in the work covered by this contract, or against any applicant for such employment because of race, religion, color, age, or national origin.

11.Employer agrees to contact the LWD Representative before participant is terminated for any reason.

12.No currently employed worker shall be displaced by any participant in the On-the-Job Training or Subsidized Employment Program. No participant shall be employed under this program if any other individual is on layoff from the same or substantially equivalent job; or when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized by this program.

X 

Employer Signature Date

ANTHONY CRUZ

(Type or Print Name)

Director

(Title)

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

City Clerk File No. Res. 15.326

Agenda No. 10.Y

DEFEATED MAY 13 2015

TITLE:



A RESOLUTION RENEWING THE LICENSE AGREEMENT LOANING THE STATUE OF PETER STUYVESANT TO HUDSON COUNTY COMMUNITY COLLEGE FOR AN ADDITIONAL YEAR

COUNCIL

WHEREAS, in 1910, to commemorate the founding of the City of Jersey City, the State legislature passed enabling legislation and

WHEREAS, the Monument was located on the corner of P.S. 11 Schermerhorn Streets, in front of P.S. 11 Schermerhorn Jersey; and

WHEREAS, the Monument features the statue of Peter Stuyvesant sculpted by J. Massey Rind; and

WHEREAS, the statue depicts Peter Stuyvesant in his left hand; and

WHEREAS, the statue stood in the story of how the colony which would eventually become New Jersey, and that on site behind the Monument stood the first church

WHEREAS, the granite wings of the Monument's granite base were removed in 1968 following the fire and collapse of P.S. 11, though the Monument remained in front of the new P.S. 11 (renamed Dr. Martin Luther King, Jr. School) where it stood until February 5, 2010; and

WHEREAS, on that date, the statue of Peter Stuyvesant was removed from the Monument's central pedestal and the pedestal was demolished pursuant to an agreement between the Jersey City Board of Education and Hudson County Community College; and

WHEREAS, the removal of the statue and destruction of the pedestal was widely condemned by the public and the prior administration demanded the statue's return; and

WHEREAS, the Jersey City Landmarks Conservancy, a non-profit organization formed to preserve, protect and promote the architectural and cultural heritage of Jersey City, took possession of the statue and restored it as a gift to the City, with the intention that granite base and pedestal of the Old Town of Bergen Monument be rebuilt in Bergen Square so that the statue could be placed atop it once again; and

WHEREAS, the granite base and pedestal of the Old Town of Bergen Monument has not yet been rebuilt; and

WHEREAS, last year the City entered into a one-year license agreement with Hudson County Community College to display the statue of Peter Stuyvesant at the intersection of Sip and Newkirk Streets for the State's 350th anniversary year; and

WHEREAS, that license agreement expired in April of 2015; and

WHEREAS, it is in the best interest of the City that the statue of Peter Stuyvesant continue to be on public display until the granite base and pedestal of the Old Town of Bergen Monument is rebuilt; and

WHEREAS, the City will apply for the grant monies necessary to rebuild the original granite base and pedestal of the Old Town of Bergen Monument while the statue of Peter Stuyvesant is on display on Hudson County Community College property.

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

1. The City of Jersey City hereby extends the loan of the statue of Peter Stuyvesant for the above stated public purposes for an additional year, pursuant to the attached license agreement, commencing on the approval date of this Resolution and expiring on or before May 13, 2016; and

DEFEATED

City Clerk File No. Res. 15.326

Agenda No. 10.Y

TITLE:

A RESOLUTION RENEWING THE LICENSE AGREEMENT LOANING THE STATUE OF PETER STUYVESANT TO HUDSON COUNTY COMMUNITY COLLEGE FOR AN ADDITIONAL YEAR

- 2. Subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement substantially in the form attached hereto.

DEFEATED

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

DEFEATED 0-9

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
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)

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

RR

Rolando R. Lavarro, Jr., President of Council

Robert Byrne

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 RENEWING THE LICENSE AGREEMENT LOANING THE STATUE OF PETER STUYVESANT TO HUDSON COUNTY COMMUNITY COLLEGE FOR AN ADDITIONAL YEAR

Initiator

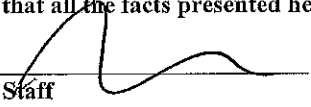
Department/Division	Office of the Mayor	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	201-547-6544	malbiez@jcnj.org

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

Resolution Purpose

This Resolution renews the License Agreement between the City of Jersey City and Hudson County Community College to allow the College to display the City's statue of Peter Stuyvesant on the College's property for an additional year.

I certify that all the facts presented herein are accurate.



Chief of Staff

May 6, 2015
Date

LICENSE AGREEMENT

This **AGREEMENT** is made this 13th day of May, 2015, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, [City or Licensor] and **HUDSON COUNTY COMMUNITY COLLEGE**, [hereinafter the College] a non-profit educational institution of the State of New Jersey with offices at 70 Sip Avenue, Jersey City, NJ 07306, [College Licensee]

WITNESSETH that:

1. The City is the owner of certain personal property known as the Peter Stuyvesant Statue, a 9.5 foot high, bronze cast statue, connected on a bronze plinth, [the Statue] which is to be delivered to Block 12104, Lot 1, a property owned by the Licensee [the Property].

2. The Licensee desire to display the Statue on behalf of the City, in accordance with the provisions of this Agreement before the Statue is returned to its original location at the northeast corner of Academy Street and Bergen Avenue.

3. This License shall commence on the above date and shall expire no later than twelve (12) months thereafter or May 13th, 2016, at which point the Licensee agrees to relinquish custody of the Statue back to the City.

4. The City agrees to permit the Licensee or its duly designated agents, servants, employees, contractors or invitees, to temporally display the Statue for the purposes set forth above and for no other purpose whatsoever.

5. No improvements or alterations of any kind shall be permitted on the Statue.

6. The Licensee shall pay the City no consideration for this License and the City shall assume all costs associated with the removal of the Statue from its temporary location at the Licensee's property, the transportation of the Statue from the Licensee's

property and its setting at the permanent location in Bergen Square. The City shall also hire a qualified consultant to oversee the removal and transportation and setting of the Statue.

7. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with Licensee's use of the Statue, shall be reported immediately to the City of Jersey City, Jersey City Law Department, Jersey City Office of Risk Management, the Jersey City Office of Real Estate and the Jersey City Engineer, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.

8. The Licensees shall accept sole responsibility for any and all security, if necessary, while the Statue is displayed, at no cost to the City.

9. The Licensee shall provide in writing to the City the names of two (2) authorized representatives of the College who shall be responsible for adherence to the terms and conditions of the License before, during and after the effective date of this License. No other persons are to speak or act for the Licensee.

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

City: City of Jersey City
Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

with a copy to the City's Law Department

Licensee: Hudson County Community College
70 Sip Avenue
Jersey City, NJ 07306

11. The City reserves unto itself for any and all purposes, all rights of entry and possession, including, but not limited to, the inspection, repair and maintenance of

the Statue.

12. The parties intend only to create a temporary license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that the Licensee will not acquire any prescriptive interest or rights whatsoever to the Statue under this License.

13. The Licensee shall not assign this Agreement, or any part thereof, or use the Statue for any other reason or reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

14. The City reserves the right to terminate the agreement at will upon ten (10) days prior written notice to the Licensee.

15. All of the above terms and conditions shall be binding on the City and the Licensee for which the Statue is herein licensed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date written above.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

**HUDSON COUNTY COMMUNITY
COLLEGE**

Glen Gabert, Ph.d.
President

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

City Clerk File No. _____ Res. 15.327

Agenda No. _____ 10.7

Approved: _____ MAY 13 2015

TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF AGREEMENT WITH THE CORPORATION
FOR NATIONAL AND COMMUNITY SERVICE THAT
AUTHORIZES THE CITY OF JERSEY CITY TO PARTICIPATE
IN THE VISTAPROGRAM**

WHEREAS the AmeriCorps Volunteer In Service to America Program (“VISTA”) is administrated by the Corporation for National and Community Service (“CNCS”), a federal agency of the United States of America established pursuant to the National and Community Service Trust Act of 1993, 42 U.S.C. 12651 et seq.; and

WHEREAS the VISTA Program is a project that will seek to increase economic opportunity and workforce development within Jersey City; to expand and support youth development and mentorships that align with “My Brother’s Keeper” initiatives, to develop data collection and management results protocol that deliver better services and conduct better outreach between the Resident Response Center and the Mayor’s Quality of Life Task Force; and to cultivate, promote and institutionalize a culture of volunteerism that will strengthen connections between residents, local organizations and families in need while expanding access to diverse opportunities for residents to get involved and give back to their community; and

WHEREAS, the City of Jersey City (“City”) submitted an application to the CNCS for the City to participate in the VISTA Program; and

WHEREAS, the CNCS approved the City’s application and will provide VISTA Program services to the City valued at \$338,558.00 for the first year of the VISTA Program which includes living stipends of \$13,297.00 per VISTA volunteer per year for seven (7) of the nine (9) VISTA Volunteers that will work on the City’s VISTA project as well as VISTA volunteer costs for health benefits, FICA, optional life insurance and education awards/end-of-year stipends for each of the nine (9) VISTA volunteers; and

WHEREAS, under the terms of the VISTA Program for the first year, the City shall pay the living stipend of \$13,297.00 per VISTA volunteer per year for two (2) Vista volunteers and shall reimburse VISTA volunteers who use their own vehicles or public transportation in performing VISTA Project related duties; and

WHEREAS, the VISTA Project term is three (3) years effective April 19, 2015 through April 28, 2018 or until the final VISTA volunteer closes service; and

WHEREAS, the total contract amount is \$26,594 for the first year of the City’s share of VISTA Program costs; and

WHEREAS, the sum of two thousand dollars (\$2,000.00) is available in the Resident Response Center Operating Current Fund Account No. 01-201-20-111-312 and the remaining funds will be made available in the CY 2015 temporary and/or permanent budgets; and

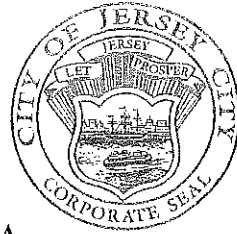
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.327

Agenda No. 10.Z

Approved: MAY 13 2015

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE THAT AUTHORIZES THE CITY OF JERSEY CITY TO PARTICIPATE IN THE VISTAPROGRAM

WHEREAS, in order to participate in the VISTA Program, the City is required to execute a Memorandum of Agreement with CNCS; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2) of the Local Public Contracts Law, the City is authorized to execute the Memorandum of Agreement because it is with a federal agency.

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

1. The Mayor or Business Administrator is authorized to execute a Memorandum of Agreement in the form of the attached with the Corporation for National and Community Service that allows the City of Jersey City to participate in the VISTA Program;
2. The City shall pay the living stipend of \$13,297.00 per VISTA volunteer for two (2) VISTA volunteers for the first year of the project;
3. The VISTA Project term is three (3) years effective April 19, 2015 through April 28, 2018, or until the final VISTA volunteer closes service.

I, Donna Maurer, Donna Maurer Chief Financial Officer, certify that funds in the amount of \$ 2,000.00 are available in Account No. 01-201-20-111-312.
P.O.# 117050

RR/An
4/21/2015

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
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 EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE THAT AUTHORIZES THE CITY OF JERSEY CITY TO PARTICIPATE IN THE VISTAPROGRAM

Project Manager

Department/Division	Office of the Mayor	Resident Response Center
Name/Title	Althea Bernheim	Director of RRC
Phone/email	201-547-5436	abernheim@jcnj.org

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

Contract Purpose

Requisition to encumber funds for the AmeriCorps VISTA program . The terms of the grant require the City of Jersey City to share the cost of 2 VISTA's in the amount of \$26, 594. The temporary encumbrancy will be for \$2,000 and the remaining \$24,594 will be made available in the permanent CY2015 budget.

Cost (Identify all sources and amounts)

CNCS/AmeriCorps: \$338,558
City of Jersey City: \$26,594

Contract term (include all proposed renewals)

April 19, 2015 – April 28, 2016

Type of award

If "Other Exception", enter type

Additional Information

Pursuant to N.J.S.A. 40A:11-5(2) of the Local Public Contracts Law, the City is authorized to execute the Memorandum of Agreement because it is with a federal agency

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/6/15
Date

Notice of Grant Award

Corporation for National and Community Service

601 Walnut Street, Suite 876 E

Philadelphia, PA 19106-3323

VISTA State**Grantee**

City of Jersey City
280 Grove Street Jersey City NJ 07302-3610

EIN: 226002013

Award Information

Agreement No.:	15VSANJ003	Project Period:	04/19/2015 - 04/28/2018
Amendment No.:	0	Budget Period:	07/01/2015 - 06/25/2016
CFDA No.:	94.013	Grant Year:	1

Award Description**Purpose**

The purpose of this award is to assist the Project Sponsor in carrying out an anti-poverty AmeriCorps VISTA project as authorized under Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended (Pub. L. 93-113).

Funding Information

Year 1	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$0	\$0
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$0	\$0

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$0
Total CNCS Funds Awarded to Date	

Funding Source and Amount

Not applicable to this award.

Terms of Acceptance: The Sponsor agrees to comply with all terms and conditions of the Memorandum of Agreement and all applicable federal statutes, regulations and guidelines of VISTA. The Terms & Conditions are also binding on grantees receiving cash awards. By accepting VISTA funds, the grantee agrees to comply with the Terms & Conditions: <https://egrants.cns.gov/termsandconditions/GeneralTermsandConditions20141217.pdf> and <https://egrants.cns.gov/termsandconditions/VISTAPrgTC1115.pdf> or <https://egrants.cns.gov/termsandconditions/VISTASupTC1115.pdf>, and all applicable federal statutes, regulations and guidelines. The grantee agrees to operate in accordance with the approved application and budget.

AmeriCorps VISTA Support
2015 GRANT TERMS AND CONDITIONS
Effective January 1, 2015

These Corporation for National & Community Service (CNCS) Grant Terms and Conditions are binding on the recipient. By accepting funds under this award, the recipient agrees to comply with, and include in all awards and subaward, these program-specific Grant Terms and Conditions, the CNCS general grant terms and conditions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The grantee agrees to operate the funded program in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application. The term recipient is used to connote either grant recipient or subrecipient, as appropriate, throughout these Terms and Conditions.

TABLE OF CONTENTS

AMERICORPS VISTA SUPPORT GRANT TERMS AND CONDITIONS	1
A. Living Allowances	1
B. Grant Period	1
C. Reporting Requirements	2
D. Federal Financial Reports (FFRs)	2
E. Federal Financial Reporting/Disbursements	3
F. Project Progress Report	3
G. Recognition of Federal Funding	3
H. Program/Project Manager Authority	3
I. Prohibition on Use of Program Grant Funds	4
J. External Evaluation and Data Collection	5
K. Program Income	5
L. Budget and Programmatic Changes	5
M. Lobby Disclosure	6
Attachment	
Grant Program Civil Rights and Non-Harassment Policy	7

A. Living Allowance

Living Allowance (also referred to as Subsistence Allowance): the biweekly payments made to AmeriCorps VISTA members and AmeriCorps VISTA Summer Associates to cover housing, food and other personal expenses during their term of service. Living allowances are neither salary, nor wages for work. Living allowances do not correspond with services provided by VISTA members or VISTA Summer Associates and are not intended to serve as payment for services provided by VISTA members and VISTA Summer Associates.

B. Grant Period

Unless otherwise specified, the award covers a three year project period. In approving a multiyear project period the Corporation makes an initial award for the first budget period. Additional funding for subsequent budget periods is contingent upon satisfactory progress and the availability of funds. The project period and the budget are noted on the award document.

C. Reporting Requirements

This section applies only to the recipient. The recipient is responsible for timely submission of periodic financial and progress reports during the project period and a final financial report and for setting submission deadlines for its respective subrecipients, if applicable, that ensure the timely submission of recipient reports.

1. **Financial Reports.** The recipient shall complete and submit financial reports in eGrants to report the status of all funds. The recipient must submit timely cumulative financial reports in accordance with CNCS guidelines and sections E and F, above.
2. **Final Financial Report.** A recipient must submit, in lieu of the last semi-annual financial report, a final financial report. These reports are due no later than 90 days after the end of the project period.
3. **Reporting at the Dept. of Health and Human Services/Payment Management System. (HHS/PMS)** All recipients must submit the Federal Financial Report (FFR) Cash Transactions Report on a quarterly basis to the HHS/PMS per the Electronic Funds Transfer Agreement.
4. **Progress Reports.** The recipient shall complete and submit timely progress reports to include a summary of accomplishments during the reporting period. This includes reporting on the progress to date made by the recipient and subrecipients for that reporting period. The report is submitted through the appropriate electronic system. Individual program guidance determines the due date for the reports.
5. **Requests for Extensions.** Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of CNCS, legitimately beyond the control of the grantee, and 2) CNCS receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for financial reports may only be granted by the Field Financial Management Center (FFMC), and extensions of deadlines for progress reports may only be granted by the Program Office.

6. **Other.** The recipient shall meet as necessary with the CNCS Program Office or with other staff or consultants designated by the CNCS Program Official to exchange views, ideas, and information concerning the project. The recipient shall submit such special reports as may be reasonably requested by CNCS.

D. Federal Financial Reports (FFRs)

CNCS Semi-Annual SF-425 Federal Financial Report. Sponsors must complete a semi-annual Federal Financial Report (FFR), twice yearly in six month increments from the budget start date of the grant to report federal expenditures of funding.

CNCS Final Federal Financial Report. Sponsors completing the final year of their grants must submit, in lieu of the last semi-annual FFR, a final FFR. The final FFR is cumulative over the performance period of the grant within 90 days after the close of the grant. Final FFRs must report expenditure of funds on a cumulative basis over the budget period of the grant, and must be submitted through the CNCS eGrants system.

E. Federal Financial Reporting/Disbursements

U.S. Department of Health and Human Services Payment Management System SF-425 Federal Financial Report (Federal Cash Transaction Report or FFR). CNCS issues VISTA Program grant funds to sponsors through the U.S. Department of Health and Human Service (HHS) Payment System. Sponsors receiving grant funds through this system must submit a Federal Financial Report (FFR) to report AmeriCorps VISTA CNCS federal funding disbursements and cash on hand, 30 days after each calendar quarter beginning with the first calendar quarter that contains the start date of the grant. FFRs must report disbursement of funds on a cumulative basis over the performance period of the grant and be submitted through the HHS Payment Management System on the following schedule:

Period Covering:	Report Due No Later Than:
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 31	November 30
October 1 to December 31	January 30

F. Project Progress Report

The sponsor shall complete and submit Project Progress Reports via CNCS' eGrants system to the CNCS State Program Office. The Project Progress Reports shall report on the progress toward achievement of project performance targets. Refer to the Project Progress Report instructions for current due dates.

G. Recognition of Federal Funding

When issuing statements, press releases, requests for proposals, bid solicitations, annual reports and other documents describing projects or programs funded in whole or in part with CNCS money, the grantee receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program which will be financed with CNCS money, and (2) the dollar amount of CNCS funds for the project or program.

H. Program/Project Manager Authority

The Program/Project Manager for this award is listed on the face page of the Notice of Grant Award. The Program/Project Manager has full authority to represent CNCS in connection with management of the technical and programmatic performance of the award. They are not authorized to change the terms and conditions, estimated costs, or period of performance, or to give approvals, written or verbal, specifically reserved for the Grant Officer.

I. Prohibition on Use of Program Grant Funds

While charging time to this AmeriCorps VISTA Support Grant award, or otherwise performing activities supported by the AmeriCorps VISTA program or CNCS, neither the sponsor nor anyone acting under the supervision or authority of the sponsor, may engage in the following activities:

1. Attempting to influence legislation.
2. Organizing or engaging in protests, petitions, boycotts, or strikes.
3. Assisting, promoting, or deterring union organizing.
4. Impairing existing contracts for services or collective bargaining agreements.
5. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive.
6. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
7. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
8. Providing a direct benefit to:
 - a. A for-profit entity;
 - b. A labor union;
 - c. A partisan political organization;
 - d. An organization engaged in the religious activities described in the preceding sub-clause 8., unless CNCS assistance is not used to support those religious activities; and
 - e. A nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these Terms and Conditions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative.
9. Providing abortion services or referrals for receipt of such services.
10. Grant funds may not be used for international travel or projects where the primary beneficiaries of an activity are outside the United States.

11. Such other activities as CNCS may prohibit.

Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-CNCS time, and using non-CNCS funds. Individuals should not wear the AmeriCorps VISTA or AmeriCorps logos while doing so.

J. External and Data Collection

The grantee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts. As part of this effort, the grantee must collect and submit certain project data, as defined in the AmeriCorps VISTA Progress Report Supplement and must provide data as requested or needed to support external evaluations.

K. Program Income

1. **General.** Income, including fees for service earned as a direct result of the grant-funded program activities during the award period, must be retained by the grantee and used to finance the grant's non-CNCS share.
2. **Excess Program Income.** Program income earned in excess of the amount needed to finance the grantee share must follow the appropriate requirements of 2 CFR § 200.307(e)(1) and be deducted from total claimed costs, or with prior written approval from CNCS, the requirements of 2 CFR § 200.307(e)(2) through a budget amendment be used to enhance the program (additive process). Recipients that earn excess income must specify the amount of the excess in the comment box on the financial report.
3. **Fees For Service.** When using assistance under this grant, the grantee may not enter into a contract for or accept fees for service performed by participants when:
 - a. The service benefits a for-profit entity;
 - b. The service falls within the other prohibited activities set forth in statute, regulation, or these award terms and conditions.

L. Budget and Programmatic Changes

1. **Programmatic Changes.** The grantee must obtain the prior written approval of CNCS before making the following changes:
 - a. Changes in the scope, objectives or goals of the project, transfer of the project effort, or project timeline whether or not they involve budgetary changes.
 - b. Entering into subawards or contracts for activities funded by the award, but not identified or included in the approved application and grant budget.
2. **Budgetary Changes.** The grantee must obtain the prior written approval of CNCS's Field Financial Management Center (FFMC) before deviating from the approved budget in any of the following ways:
 - a. Specific Costs Requiring Prior Approval Before Incurrence under 2 CFR § 200.407. Examples of costs requiring prior written approval before they are allowed include rearrangement and alteration costs, and pre-award costs.

- b. Purchases of Equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
 - c. Unless the CNCS share of the award is \$50,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 per cent or more of the total budget must be approved in writing in advance by CNCS. The total budget includes both the CNCS and recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.
3. **Approvals of Programmatic and Budget Changes.** CNCS's Grants officers are the only officials who have the authority to alter or change the provisions or requirements of the grant. Programmatic changes also require final approval of CNCS's Field Financial Management Center (FFMC) after written recommendation for approval is received from the Program Office. The Grants Officers will execute written amendments, and Recipients should not assume approvals have been granted unless documentation from the Grants Office has been received.

M. LOBBY DISCLOSURE

For grant awards exceeding \$100,000, pursuant to 31 U.S.C. 1352, the Grantee is required to file a disclosure report, Standard Form LLL, Disclosure of Lobbying Activities, at the end of any quarter, when the Grantee has paid or agreed to pay any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. The report must be submitted to the Corporation State Program Director.

ATTACHMENTS

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

5/1/2014

Date


Wendy Spencer, Chief Executive Officer

2015 GENERAL GRANT TERMS AND CONDITONS

Effective January 1, 2015

These Corporation for National & Community Service (CNCS) Grant Terms and Conditions are binding on the recipient. By accepting funds under this award, the recipient agrees to comply with, and include in all awards and subawards, these Grant Terms and Conditions, the program-specific grant terms and conditions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these Terms and Conditions.

TABLE OF CONTENTS

I.	Legislative and Regulatory Authority.....	2
II.	Other Applicable Terms and Conditions	2
III.	General Terms and Conditions	2
	A. Responsibilities under Grant Administration.....	2
	B. Financial Management Standards	3
	C. The Office of Inspector General	4
	D. Reporting of Fraud, Waste, and Abuse	4
	E. Whistleblower Protection.....	5
	F. Liability and Safety Issues	5
	G. Site Visits	5
	H. Non-Discrimination Public Notice and Records Compliance	5
	I. Grants Products.....	7
	J. Suspension or Termination of Award	7
	K. Trafficking in Persons	7
	L. Central Contractor Registration and Universal Identifier Requirements	9
	M. Transparency Act Award Term (greater than or equal to \$25,000).....	10
IV.	Criminal History Checks.....	13
V.	Conflict of Interest	13
VI.	Attachment	
	Grant Program Civil Rights and Non-Harassment Policy.....	14

I. LEGISLATIVE AUTHORITY

This award is authorized by and subject to The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 USC 4950 *et seq.*) (DVSA) and CNCS's implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA, as applicable, and CNCS's implementing regulations.

II. OTHER APPLICABLE TERMS AND CONDITIONS

This award is subject to the Uniform administrative requirements, cost principles, and audit requirements for Federal awards located at 2 CFR Part 200 and CNCS's implementing regulations at 2 CFR Part 2205.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, those cited in these Grant Terms and Conditions, the Grant Assurances and Certifications, and 2 CFR Parts 200 and 2205.

Any inconsistency in the Grant Agreement shall be resolved by giving precedence in the following order (a) applicable Federal statutes, (b) applicable Federal regulations, (c) CNCS Specific Grant Terms and Conditions, (d) CNCS General Grant Terms and Conditions, (e) the Notice of Funding Opportunity, and (f) the approved Grant Application including all assurances, certifications, and attachments.

III. GENERAL TERMS AND CONDITIONS

A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION

1. **Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of CNCS. The recipient is accountable to CNCS for its operation of the program and the use of CNCS award funds. The recipient must expend award funds in a judicious and reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients are encouraged to seek the advice and opinion of CNCS on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to CNCS.
2. **Subawards.** If authorized by CNCS, a recipient may make subawards in accordance with the requirements set forth in 2 CFR Parts 200 and 2205. The recipient must have and implement a plan for oversight and monitoring to ensure that each sub recipient and/or service site has agreed to comply, and is complying, with award requirements.
3. **Notice to CNCS.** The recipient will notify the appropriate CNCS Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial

aspects of the award, or any suspected misconduct or malfeasance related to the award or recipient. The recipient will inform the CNCS official about the corrective action taken or contemplated by the recipient and any assistance needed to resolve the situation.

B. FINANCIAL MANAGEMENT STANDARDS

1. **General.** The recipient must maintain financial management systems that include standard accounting practices, sufficient internal controls consistent with 2 CFR Parts 200 and 2205, a clear audit trail, and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For further details about the recipient's financial management responsibilities, refer to 2 CFR Chapters I, II, and XXII.
2. **Consistency of Treatment.** To be allowable under an award, costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs must be accorded consistent treatment in both federally financed and other activities, as well as between activities, supported by different sources of federal funds.
3. **Audits.** Recipient organizations that expend \$750,000 or more in total federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200. If the recipient expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible. A recipient that does not expend \$750,000 in Federal awards is exempt from the single audit requirements of 2 CFR Chapters I and II for that year. However, it must continue to conduct financial management reviews of its sub recipients, and records must be available for review and audit.

A recipient of a Federal award that is a pass-through entity has certain obligations to its sub recipients. Those requirements are located at 2 CFR § 200.331.

4. **Indirect Cost Rates.** Indirect cost rate requirements are located at 2 CFR § 200.414 and 2 CFR Part 2205.

Reimbursement for indirect costs, general and administrative costs, overhead, or any similar cost rate type agreement, will be at the rate(s) and on the base(s) specified in the approved award budget.

5. **Payments under the Grant Agreement.** Payments under this grant agreement are subject to 2 CFR § 200.305.

C. THE OFFICE OF INSPECTOR GENERAL

CNCS's Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of CNCS's programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in CNCS's programs and operations.

The OIG conducts and supervises audits of CNCS recipients, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from CNCS management, is used to select recipients and awards for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-9390.

The OIG is available to offer assistance to CNCS recipients that become aware of suspected criminal activity or fraud, waste, and abuse in connection with the CNCS-funded program. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at hotline@cncsig.gov or by telephone at (800) 452-8210. Upon request, OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

Recipients must cooperate fully with OIG inquiries by disclosing complete and accurate information pertaining to matters under investigation or review, and by not concealing information or obstructing audits, inspections, investigations, or other official inquiries.

D. REPORTING OF FRAUD, WASTE, AND ABUSE

Recipients must immediately contact the OIG and their program officer when they first suspect that:

1. A criminal violation has occurred (see 18 U.S.C. Part I for more information on criminal conduct. <http://www.gpo.gov/fdsys/pkg/USCODE-2012-title18/html/USCODE-2012-title18-partI.htm>), such as:
 - a. Criminal fraud.
 - b. Theft or embezzlement.
 - c. Forgery.
 - d. Corruption, bribery, kickbacks, or acceptance of illegal gratuities or extortion.
2. Actual or suspected fraud, waste, or abuse has occurred.
 - a. Fraud involves obtaining something of value through willful misrepresentation.
 - b. Waste involves the taxpayers not receiving reasonable value for money in connection with any government funded activities due to an inappropriate act or omission by players with control over or access to government resources.

- c. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances. Abuse also includes misuse of authority or position for personal financial interests or those of an immediate or close family member or business associate.

E. WHISTLEBLOWER PROTECTION

1. This award and employees working on this award will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
2. Under this pilot program, an employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or award of CNCS) relating to a Federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award.
3. The recipient shall inform its employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cn csoig.gov/contractor-whistleblower-protection-0#node-1001>.

F. LIABILITY AND SAFETY ISSUES

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks.

G. SITE VISITS

CNCS reserves the right to make site visits to review and evaluate recipient records, accomplishments, organizational procedures and financial control systems, to conduct interviews, and to provide technical assistance as necessary.

H. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

1. **Public Notice of Non-discrimination.** The recipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements,

note the availability of compliance information from the recipient and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.

Sample language is:

This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and email address of the recipient) or
Office of Civil Right and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, DC 20525
(800) 833-3722 (TTY and reasonable accommodation line)
(202) 565-3465 (FAX); eo@cns.gov (email)*

The recipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the recipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Records and Compliance Information.** The recipient must keep records and make available to CNCS timely, complete and accurate compliance information to allow CNCS to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a recipient extends federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations.
3. **Obligation to Cooperate.** The recipient must cooperate with CNCS so that CNCS can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by CNCS during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance.

I. GRANT PRODUCTS

1. **Sharing Grant Products.** To the extent practicable, the recipient agrees to make products produced under the award available at the cost of reproduction to others in the field.
2. **Acknowledgment of Support.** Publications created by members, volunteers or award-funded staff must be consistent with the purposes of the award. The appropriate program CNCS logo shall be included on such documents. The recipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this award:

“This material is based upon work supported by the Corporation for National and Community Service (CNCS) under Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS or the CNCS Program.”

J. SUSPENSION OR TERMINATION OF AWARD

CNCS may suspend or terminate this award in accordance with 2 CFR §§ 200.338 and 200.339 and applicable CNCS regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients, provided that such action complies with 2 CFR § 200.341 – Opportunities to object, hearings and appeals.

K. TRAFFICKING IN PERSONS

This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

1. Provisions applicable to a recipient that is a private entity.
 - a. You as the recipient and your employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect;
or
 - iii. Use forced labor in the performance of the award.
 - b. We as the federal awarding agency may unilaterally terminate this award, without penalty, if it,
 - i. Is determined you have violated a prohibition in paragraph (a.) of this award term;
or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a.) of this award term through conduct that is either:
 - (a.) Associated with performance under this award; or

- (b.) Imputed to you using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 2200.

2. Provisions applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this award, without penalty, if it –

- a. Is determined to have violated an applicable prohibition of paragraph (1.)(a.) of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (1.)(a.)(i.) of this award term through conduct that is –
 - i. Associated with performance under this award; or
 - ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.

3. Provisions applicable to any recipient.

- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1.)(a.) of this award term.
- b. Our right to terminate unilaterally that is described in paragraph (1.) and (2.) of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of paragraph (1.)(a.) of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

- a. “Employee” means either:
 - i. An individual employed by you or a sub recipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.
- b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- c. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - (a.) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - (b.) A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

L. CENTRAL CONTRACTOR REGISTRATION (CCR) and UNIVERSAL IDENTIFIER REQUIREMENTS

1. Requirement for Central Contractor Registration (CCR): Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
2. Requirement for Data Universal Numbering System (DUNS) Numbers. If you are authorized to make subawards under this award, you:
 - a. Must notify potential sub recipients that no entity (see definition in paragraph 3. of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
 - b. May not make a subaward to an entity unless the entity has provided its DUNS number to you.
3. Definitions. For purposes of this award term:
 - a. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
 - b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - c. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;

- iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- e. Subrecipient means an entity that:
- i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

M. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$25,000 or More)

Reporting Subawards and Executive Compensation:

1. Reporting of first-tier subawards.

- a. Applicability. Unless you are exempt as provided in paragraph 4, below, you must report each action that obligates \$25,000 or more in Federal funds for a subaward to an entity (see definitions in paragraph 5. of this award term).
- b. Where and when to report.
 - i. You must report each obligating action described in paragraph 1.a. of this award term to <http://www.fsr.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- a. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

2. Reporting Total Compensation of Recipient Executives.

- a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received--
 - (a.) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and

- (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b. Where and when to report. You must report executive total compensation described in paragraph (2.)(a.) of this award term:
 - i. As part of your registration profile at <https://www.sam.gov/portal/public/SAM/>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- 3. Reporting of Total Compensation of Subrecipient Executives.
 - a. Applicability and what to report. Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
 - i. in the subrecipient's preceding fiscal year, the subrecipient received--
 - (a.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- 4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and

- b. The total compensation of the five most highly compensated executives of any subrecipient.
5. Definitions. For purposes of this award term:
- a. Entity means all of the following, as defined in 2 CFR Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - b. Executive means officers, managing partners, or any other employees in management positions.
 - c. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ---- .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - d. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 - e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

V. CRIMINAL HISTORY CHECKS

The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at 45 CFR §§ 2540.200 - .207. If you have a grant where individuals serve in covered positions under 45 CFR § 2540.201, you must retain a record of the NSOPW search and associated results either by printing the screen(s) or by some other method that retains paper or digital images of the NSOPW checks that shows the date the search was performed. Inability to demonstrate that you conducted a required criminal history check components, to include the NSOPW, as specified in the regulations, may result in sanctions, including disallowance of costs.

VI. CONFLICT OF INTEREST

You must disclose in writing any potential conflict of interest to your CNCS Program Officer, or to the pass-through entity if you are a subrecipient or contractor. This disclosure must take place immediately. The CNCS conflict of interest policies apply to subawards as well as contracts, and are as follows:

1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

VII. ATTACHMENTS

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

5/1/2014

Date


Wendy Spencer, Chief Executive Officer

AmeriCorps VISTA Program
2015 GRANT TERMS AND CONDITIONS
 Effective January 1, 2015

These Corporation for National & Community Service (CNCS) Grant Terms and Conditions are binding on the recipient. By accepting funds under this award, the recipient agrees to comply with, and include in all awards and subaward, these program-specific Grant Terms and Conditions, the CNCS general grant terms and conditions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The grantee agrees to operate the funded program in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application. The term recipient is used to connote either grant recipient or subrecipient, as appropriate, throughout these Terms and Conditions.

TABLE OF CONTENTS

AMERICORPS VISTA PROGRAM GRANT TERMS AND CONDITIONS.....	
A. Living Allowances and Withholdings	1
B. Employer Identification Number (EIN)	3
C. Grant Period	3
D. Reporting Requirements	3
E. Federal Financial Reports (FFRs)	4
F. Federal Financial Reporting/Disbursements	4
G. Project Progress Report	5
H. Recognition of Federal Funding	5
I. Program/Project Manager Authority	5
J. Prohibition on Use of Program Grant Funds	5
K. External Evaluation and Data Collection	6
L. Program Income	6
M. Budget and Programmatic Changes	7
N. Lobby Disclosure	8
Attachment	
Grant Program Civil Rights and Non-Harassment Policy	9

A. Living Allowance and Withholdings

1. **Living Allowance (also referred to as Subsistence Allowance).** The biweekly payments made to AmeriCorps VISTA members and AmeriCorps VISTA Summer Associates to cover housing, food and other personal expenses during their term of service. Living allowances are neither salary, nor wages for work. Living allowances do not correspond with services provided by VISTA members or VISTA Summer Associates and are not intended to serve as payment for services provided by VISTA members and VISTA Summer Associates.

AmeriCorps VISTA Program sponsors must obtain a W-4 Form (Employee's Withholding Allowance Certificate), or a W-4E Form (Exemption from Withholding) from each AmeriCorps VISTA member. By January 31 of the calendar year following the payments, the grant sponsor must provide each member with a W-2 Form (Wage and Tax Statement) that reports the AmeriCorps VISTA member's total earnings, and federal

taxes withheld, for the period during the prior calendar year in which the sponsor provided the member a living allowance. CNCS will provide the members with a W-2 Form for any allowance or stipend earnings made directly by CNCS.

The sponsor will disburse the AmeriCorps VISTA member living allowances in arrears, either biweekly in 26 payments if following the federal VISTA allowance schedule or twice monthly if the sponsor's organizational pay schedule is twice a month or 24 payments in a year. The living allowance provided to AmeriCorps VISTA members shall be at the same rate as the allowance provided to other AmeriCorps VISTA members serving in similar circumstances in the same state. The sponsor shall modify allowances and end-of-service stipends disbursed to AmeriCorps VISTA members to reflect any changes to such allowances, as determined by CNCS.

AmeriCorps VISTA program grant sponsors shall make no deductions from member allowances for workers compensation, health coverage, or other types of fringe benefits. With regard to health coverage, AmeriCorps VISTA members are covered by either a state exchange, the federal exchange, Medicaid, Medicare, or the AmeriCorps VISTA Health Benefits Program. With regard to workers compensation, VISTA members are covered by the Federal Employees Compensation Act (FECA).

AmeriCorps VISTA Program Grant sponsors may not expend funds approved for payment of bi-weekly living allowances, or stipends for any other purpose without the prior written approval of CNCS's Grants Officer.

2. **Life Insurance:** Life insurance premiums must be deducted from each disbursement of the living allowance for members who currently have such coverage, and for new members who elect life insurance coverage. Contact your CNCS State Office for the current premium amount. The sponsor shall issue one check, payable to Reliance Standard, for the amount of the total premiums deducted each pay period. The sponsor must send the check for each pay period and the list of members covered during the pay period to CNCS - VISTA, Life Insurance Manager, 1201 New York Ave. NW, Washington, D.C. 20525. AmeriCorps VISTA program sponsors must notify their CNCS State Office, in writing, as soon as a member terminates service so that the life insurance coverage of the terminated member under CNCS group policy will cease.
3. **Federal Workers Compensation Coverage.** AmeriCorps VISTA members are considered federal employees for purposes of the Federal Employees Compensation Act (FECA) and are covered by FECA; therefore, no additional payment for workers compensation shall be paid to the state.
4. **Unemployment Benefits.** AmeriCorps VISTA members are not eligible for unemployment benefits or insurance at the completion of service; therefore, no unemployment tax shall be paid to the state.
5. **IRS Tax Status.** AmeriCorps VISTA members are regarded as federal employees only for certain limited purposes under the Internal Revenue Code. Among the limited purposes are federal income tax and FICA (Social Security and Medicare) tax withholding. They are not employees of the grant sponsor. The rules that apply to FICA withholding for other employees of the sponsor do not apply to the AmeriCorps VISTA

members. (FICA should not be withheld from any living allowances and is only withheld from the end-of-service stipend at the time it is paid to the member).

The sponsor will withhold federal income taxes on all taxable member payments and withhold FICA (Social Security and Medicare) from the end-of-service stipend and submit it to the Internal Revenue Service at time of payment.

B. Employer Identification Number (EIN)

Employer Tax Identification or Federal Tax Identification Number: AmeriCorps VISTA members are considered federal employees for purposes of the Internal Revenue Code and the sponsor must withhold certain federal taxes. Because of this relationship, the VISTA grant sponsor should obtain a employer identification number (EIN) for the VISTA project to comply with the Internal Revenue Code. However, it is recommended that the sponsor obtain and use a separate EIN for the VISTA project from the EIN that the sponsor uses for sponsor employees. Using a separate EIN may help to clarify to the Internal Revenue Service and other sources that VISTA members are not considered sponsor employees. Also, because VISTA members are taxed in a somewhat different manner from sponsor employees (for example, neither FICA, nor state and local taxes, are not withheld for the living allowances of VISTA members), separate EINs will ensure that the payroll is administered distinctly and properly for the two groups. Contact the Internal Revenue Service or your tax advisor for more information regarding obtaining multiple EINs for your organization.

C. Grant Period

Unless otherwise specified, the award covers a three year project period. In approving a multiyear project period the Corporation makes an initial award for the first budget period. Additional funding for subsequent budget periods is contingent upon satisfactory progress and the availability of funds. The project period and the budget are noted on the award document.

D. Reporting Requirements

This section applies only to the recipient. The recipient is responsible for timely submission of periodic financial and progress, and member reports during the project period and a final financial report and for setting submission deadlines for its respective subrecipients, if applicable, that ensure the timely submission of recipient reports.

1. **Financial Reports.** The recipient shall complete and submit financial reports in eGrants to report the status of all funds. The recipient must submit timely cumulative financial reports in accordance with CNCS guidelines and sections E and F, above.
2. **Final Financial Report.** A recipient must submit, in lieu of the last semi-annual financial report, a final financial report. These reports are due no later than 90 days after the end of the project period.
3. **Reporting at the Dept. of Health and Human Services/Payment Management System. (HHS/PMS)** All recipients must submit the Federal Financial Report (FFR)

Cash Transactions Report on a quarterly basis to the HHS/PMS per the Electronic Funds Transfer Agreement.

4. **Progress Reports.** The recipient shall complete and submit timely progress reports to include a summary of accomplishments during the reporting period. This includes reporting on the progress to date made by the recipient and subrecipients for that reporting period. The report is submitted through the appropriate electronic system. Individual program guidance determines the due date for the reports.
5. **Member Payments Report.** The sponsor shall submit to the CNCS State Program Office at least monthly, a report of AmeriCorps VISTA member payments disbursed, showing each member by name, and the amount of living allowances and deductions disbursed to AmeriCorps VISTA members. A photocopy of a computer printout or accounting ledger is acceptable proof of payments.
6. **Requests for Extensions.** Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of CNCS, legitimately beyond the control of the grantee, and 2) CNCS receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for financial reports may only be granted by the Field Financial Management Center (FFMC), and extensions of deadlines for progress reports may only be granted by the Program Office.

7. **Other.** The recipient shall meet as necessary with the CNCS Program Office or with other staff or consultants designated by the CNCS Program Official to exchange views, ideas, and information concerning the project. The recipient shall submit such special reports as may be reasonably requested by CNCS.

E. Federal Financial Reports (FFRs)

CNCS Semi-Annual SF-425 Federal Financial Report. Sponsors complete a semi-annual Federal Financial Report (FFR), twice yearly in six month increments from the budget start date of the grant to report federal expenditures of funding.

CNCS Final Federal Financial Report. Sponsors completing the final year of their grants must submit, in lieu of the last semi-annual FFR, a final FFR. The final FFR is cumulative over the performance period of the grant within 90 days after the close of the grant. Final FFRs must report expenditure of funds on a cumulative basis over the budget period of the grant, and must be submitted through the CNCS eGrants system.

F. Federal Financial Reporting/Disbursements

U.S. Department of Health and Human Services Payment Management System SF-425 Federal Financial Report (Federal Cash Transaction Report or FFR). CNCS issues VISTA Program grant funds to sponsors through the U.S. Department of Health and Human Service (HHS) Payment System. Sponsors receiving grant funds through this system must submit a Federal Financial Report (FFR) to report AmeriCorps VISTA CNCS federal

funding disbursements and cash on hand, 30 days after each calendar quarter beginning with the first calendar quarter that contains the start date of the grant. FFRs must report disbursement of funds on a cumulative basis over the performance period of the grant and be submitted through the HHS Payment Management System on the following schedule:

Period Covering:

January 1 to March 31

April 1 to June 30

July 1 to September 31

October 1 to December 31

Report Due No Later Than:

April 30

July 30

November 30

January 30

G. Project Progress Report

The sponsor shall complete and submit Project Progress Reports via CNCS' eGrants system to the CNCS State Program Office. The Project Progress Reports shall report on the progress toward achievement of project performance targets. Refer to the Project Progress Report instructions for current due dates.

H. Recognition of Federal Funding

When issuing statements, press releases, requests for proposals, bid solicitations, annual reports and other documents describing projects or programs funded in whole or in part with CNCS money, the grantee receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program which will be financed with CNCS money, and (2) the dollar amount of CNCS funds for the project or program.

I. Program/Project Manager Authority

The Program/Project Manager for this award is listed on the face page of the Notice of Grant Award. The Program/Project Manager has full authority to represent CNCS in connection with management of the technical and programmatic performance of the award. They are not authorized to change the terms and conditions, estimated costs, or period of performance, or to give approvals, written or verbal, specifically reserved for the Grant Officer.

J. Prohibition on Use of Program Grant Funds

While charging time to this AmeriCorps VISTA Program Grant award, or otherwise performing activities supported by the AmeriCorps VISTA program or CNCS, neither the sponsor nor anyone acting under the supervision or authority of the sponsor, may engage in the following activities:

1. Attempting to influence legislation.
2. Organizing or engaging in protests, petitions, boycotts, or strikes.
3. Assisting, promoting, or deterring union organizing.
4. Impairing existing contracts for services or collective bargaining agreements.

5. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive.
6. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
7. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
8. Providing a direct benefit to:
 - a. A for-profit entity;
 - b. A labor union;
 - c. A partisan political organization;
 - d. An organization engaged in the religious activities described in the preceding sub-clause 8., unless CNCS assistance is not used to support those religious activities; and
 - e. A nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these Terms and Conditions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative.
9. Providing abortion services or referrals for receipt of such services.
10. Grant funds may not be used for international travel or projects where the primary beneficiaries of an activity are outside the United States.
11. Such other activities as CNCS may prohibit.

Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-CNCS time, and using non-CNCS funds. Individuals should not wear the AmeriCorps VISTA or AmeriCorps logos while doing so.

K. External and Data Collection

The grantee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts. As part of this effort, the grantee must collect and submit certain project data, as defined in the AmeriCorps VISTA Progress Report Supplement and must provide data as requested or needed to support external evaluations.

L. Program Income

1. **General.** Income, including fees for service earned as a direct result of the grant-funded program activities during the award period, must be retained by the grantee and used to finance the grant's non-CNCS share.

2. **Excess Program Income.** Program income earned in excess of the amount needed to finance the grantee share must follow the appropriate requirements of 2 CFR § 200.307(e)(1) and be deducted from total claimed costs, or with prior written approval from CNCS, the requirements of 2 CFR § 200.307(e)(2) through a budget amendment be used to enhance the program (additive process). Recipients that earn excess income must specify the amount of the excess in the comment box on the financial report.
3. **Fees For Service.** When using assistance under this grant, the grantee may not enter into a contract for or accept fees for service performed by participants when:
 - a. The service benefits a for-profit entity;
 - b. The service falls within the other prohibited activities set forth in statute, regulation, or these award terms and conditions.

M. Budget and Programmatic Changes

1. **Programmatic Changes.** The grantee must obtain the prior written approval of CNCS before making the following changes:
 - a. Changes in the scope, objectives or goals of the project, transfer of the project effort, or project timeline whether or not they involve budgetary changes.
 - b. Entering into subawards or contracts for activities funded by the award, but not identified or included in the approved application and grant budget.
2. **Budgetary Changes.** The grantee must obtain the prior written approval of CNCS's Field Financial Management Center (FFMC) before deviating from the approved budget in any of the following ways:
 - a. Specific Costs Requiring Prior Approval Before Incurrence under 2 CFR § 200.407. Examples of costs requiring prior written approval before they are allowed include rearrangement and alteration costs, and pre-award costs.
 - b. Purchases of Equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
 - c. Unless the CNCS share of the award is \$50,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 per cent or more of the total budget must be approved in writing in advance by CNCS. The total budget includes both the CNCS and recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.
3. **Approvals of Programmatic and Budget Changes.** CNCS's Grants officers are the only officials who have the authority to alter or change the provisions or requirements of the grant. Programmatic changes also require final approval of CNCS's Field Financial Management Center (FFMC) after written recommendation for approval is received from the Program Office. The Grants Officers will execute written amendments, and Recipients should not assume approvals have been granted unless documentation from the Grants Office has been received.

N. LOBBY DISCLOSURE

For grant awards exceeding \$100,000, pursuant to 31 U.S.C. 1352, the Grantee is required to file a disclosure report, Standard Form LLL, Disclosure of Lobbying Activities, at the end of any quarter, when the Grantee has paid or agreed to pay any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. The report must be submitted to the Corporation State Program Director.

ATTACHMENTS

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov or through www.nationalservice.gov.

5/1/2014

Date


Wendy Spencer, Chief Executive Officer

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

City Clerk File No. Res. 15.328
 Agenda No. 10.Z.1
 Approved: MAY 13 2015



TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
 AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF THE GRANT FOR THE
 JERSEY CITY SUMMER FOOD PROGRAM FOR CALENDAR YEAR 2015

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

WHEREAS, the City of Jersey City (City) is desirous of entering into contract and accepting the grant award from the New Jersey Department of Agriculture for summer food program which provides free, nutritious meals and snacks to help children in low-income areas get the nutrition they need; and

WHEREAS, the City further recognizes that it is incumbent upon not only public officials but upon the entire community to provide nutritious meals to help children in low-income areas; and

WHEREAS, this approved grant is for the period of June 29, 2015 thru August 14, 2015 in the amount of \$487,375.88; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the U.S. Department of Agriculture, which administers the Summer Food Service Program at the federal level.

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

1. The Mayor and/or Business Administrator is authorized to execute the grant agreement attached hereto and accept the grant award for the City of Jersey City Summer Food Service Program for calendar year 2015 in the amount of \$487,375.88; and
2. The City acknowledges the terms and conditions for administering the Summer Food Service Program Grant, including the administrative compliance and audit.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF THE GRANT FOR THE JERSEY CITY SUMMER FOOD PROGRAM FOR CALENDAR YEAR 2015

Initiator

Department/Division	RECREATION	
Name/Title	RYAN STROTHER, DIRECTOR	
Phone/email	(201) 547-4537 rstrother@jcnj.org	

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

Resolution Purpose

TO APPROVE AND ACCEPT GRANT AWARD FROM THE NEW JERSEY DEPARTMENT OF AGRICULTURE FOR THE SUMMER FOOD PROGRAM FOR THE CALENDAR YEAR 2015.

I certify that all the facts presented herein are accurate.



Signature of Department Director

4/30/15
Date



State of New Jersey

DEPARTMENT OF AGRICULTURE
Division of Food & Nutrition
PO Box 334
TRENTON NJ 08625-0334

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DOUGLAS H. FISHER
Secretary

SUMMER FOOD SERVICE PROGRAM FISCAL YEAR 2015 REIMBURSEMENT AGREEMENT

SPONSOR LEGAL NAME City of Jersey City - Department of Recreation
ADDRESS 1 Chapel Avenue
Jersey City, NJ 07305
AGREEMENT NUMBER 09-0021

In order to accomplish the purpose of the Summer Food Service Program authorized by Section 13 of the National School Lunch Act, the Child Nutrition Act of 1966 and the Amendments to the above acts, and regulated by 7 CFR Part 225, the New Jersey Department of Agriculture (hereinafter referred to as the "Agency") and the organization whose name and address appear above (hereinafter referred to as the "Sponsor"), hereby intending to be legally bound, contract and agree to the following:

For the purpose of this Agreement, the following terms shall be construed to mean, respectively:

- A. "Administrative costs" means program costs incurred by the sponsor related to planning, organizing and managing a food service under the Program and excluding interest costs and operating costs.
- B. "Adult" means, for the purposes of the collection of the last four digits of social security numbers as a condition of eligibility for Program meals, any individual 21 years of age or older.
- C. "Advance payments" means financial assistance made available to a sponsor for its operating costs and/or administrative costs prior to the end of the month in which such costs will be incurred.
- D. "Areas in which poor economic conditions exist" means:
 - (a) The attendance area of a school in which at least 50 percent of the enrolled children have been determined eligible for free or reduced-price school meals under the National School Lunch Program and the School Breakfast Program;

- (b) A geographic area where, based on the most recent census data available or information provided from the department of welfare or zoning commission, at least 50 percent of the children residing in that area are eligible for free or reduced-price school meals under the National School Lunch Program and the School Breakfast Program;
 - (c) A geographic area where a site demonstrates, based on other approved sources, that at least 50 percent of the children enrolled at the site are eligible for free or reduced-price meals under the National School Lunch Program and the School Breakfast Program; or
 - (d) A closed enrolled site.
- E. "Camps" means residential summer camps and nonresidential day camps which offer a regularly scheduled food service as part of an organized program for enrolled children. Nonresidential camp sites shall offer a continuous schedule or organized cultural or recreational programs for enrolled children between meal services.
- F. "Children" means persons a) 18 years of age and under; and b) persons over 18 years of age who are determined by a State educational agency or a local public educational agency of a State to be mentally or physically handicapped and who participate in a public or nonprofit private school program established for the mentally or physically handicapped.
- G. "Closed enrolled site" means a site which is open only to enrolled children, as opposed to the community at large, and in which at least 50 percent of the enrolled children at the site are eligible for free and reduced price school meals under the National School Lunch Program and the School Breakfast Program, as determined by approval of applications in accordance with 7 CFR 225.15(f);
- H. "Cost of obtaining food" means costs related to obtaining food for consumption by children. Such costs may include, in addition to the purchase price of agricultural commodities and other food, the cost of processing, distributing, transporting, storing, or handling any food purchased for, or donated to the program.
- I. "Documentation" means the completion of the following information on a free meal application: (1) Names of all household members; (2) the last four digits of the social security number of the adult household member who signs the application, or an indication that the adult does not possess a social security number; (3) income received by each household member, identified by source of income (such as earnings, wages, welfare, pensions, support payments, unemployment compensation, social security and other cash income) and (4) the signature of an adult member of the household. Alternatively, "documentation" for a child who is a member of a household receiving SNAP or TANF benefits means completion of only the following information on a free meal application: the name(s) and appropriate SNAP or TANF case number(s) for the child(ren) and the signature of an adult member of the household.
- J. "Family" means a group of related or nonrelated individuals, who are not residents of an institution or boarding house but who are living as one economic unit.
- K. "Fiscal year" means the period beginning October 1 of any calendar year and ending September 30 of the following calendar year.

- L. "Food service management company" means a commercial enterprise or a nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the limitations set forth in 7 CFR 225.15. Food service management companies may be: (a) public agencies or entities; (b) private, nonprofit organizations; or (c) private, for-profit companies.
- M. "FNSRO" means the appropriate United States Department of Agriculture ("USDA"), Food and Nutrition Service Regional Office.
- N. "Household" means "family," as defined herein.
- O. "Income accruing to the program" means all funds used by a sponsor in its food service program, including but not limited to all monies, other than program payments, received from Federal, State and local governments, from food sales to adults, and from any other source including cash donations or grants. Income accruing to the program will be deducted from combined operating and administrative costs.
- P. "Income standards" means the family-size and income standards prescribed annually by the USDA Secretary for determining eligibility for reduced price meals under the National School Lunch Program and the School Breakfast Program.
- Q. "Meals" means food which is served to children at a food service site and which meets the nutritional requirements set out in 7 CFR 225.16.
- R. "Milk" means whole milk, low-fat milk, skim milk and buttermilk. All milk must be fluid and pasteurized and must meet State and local standards for the appropriate type of milk. Milk served may be flavored or unflavored. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and at levels consistent with State and local standards for such milk.
- S. "Needy children" means children from families whose incomes are equal to or below the USDA Secretary's Guidelines for Determining Eligibility for Reduced Price School Meals.
- T. "NYSP" means the National Youth Sports Program administered by the National Collegiate Athletic Association.
- U. "NYSP feeding site" means a site which qualifies for Program participation on the basis of documentation that the site meets the definition of "areas in which poor economic conditions exist", as provided herein and at which all of the children receiving Program meals are enrolled in the NYSP.
- V. "OIG" means the Office of the Inspector General of the Department.
- W. "Operating costs" means the cost of operating a food service under the Program:
 - (a) Including the (1) cost of obtaining food, (2) labor directly involved in the preparation and service of food, (3) cost of nonfood supplies, (4) rental and use allowances for equipment and space, and (5) cost of transporting children in rural areas to feeding sites in rural areas, but
 - (b) Excluding (1) the cost of the purchase of land, acquisition or construction of buildings, (2) alteration of existing buildings, (3) interest costs, (4) the value of in-kind donations, and (5) administrative costs.

- X. "Private nonprofit" means tax exempt under section 501 (a) of the Internal Revenue Code of 1986 as amended.
- Y. "Private nonprofit organization" means an organization (other than private nonprofit residential camps, school food authorities, or colleges or universities participating in the NYSP) that meets the definition of "private nonprofit" herein and that:
 - (a) Exercises full control and authority over the operation of the Program at all sites under its sponsorship;
 - (b) Provides ongoing year-round activities for children or families;
 - (c) Demonstrates that it has adequate management and the fiscal capacity to operate the Program;
 - (d) Is an organization described in section 501 (c) of the Internal Revenue Code of 1986 and exempt from taxation under 501 (a) of that Code; and
 - (e) Meets applicable State and local health, safety and sanitation standards.
- Z. "Program" means the Summer Food Service Program for Children authorized by Section 13 of the National School Lunch Act.
- AA. "Program payments" means financial assistance in the form of start-up payments, advance payments, or reimbursement paid to sponsors for operating and administrative costs.
- BB. "Regulations" means the United States Department of Agriculture ("USDA") Regulations. (7CFR Part 225)
- CC. "Rural" means any area in a county which is not part of a Metropolitan Statistical Area or any "pocket" within a Metropolitan Statistical Area which, at the option of the State agency and with FNSRO concurrence, is determined to be geographically isolated from urban areas.
- DD. "School food authority" means the governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a lunch program in those schools. In addition, for the purpose of determining the applicability of food service management company registration and bid procedure requirements, "school food authority" also means any college or university which participates in the Program.
- EE. "Self-preparation sponsor" means the sponsor prepares the meals that will be served at its site(s) and does not contract with a food service management company for unitized meals, with or without milk, or for management services.
- FF. "Session" means a specified period of time during which an enrolled group of children attend camp.
- GG. "Site" means a physical location at which a sponsor provides a food service for children and at which children consume meals in a supervised setting.

- HH. "SNAP household" means any individual or group of individuals which is currently certified to receive assistance as a household from SNAP, the Supplemental Nutrition Assistance Program.
- II. "Special account" means an account which a State agency may require a vended sponsor to establish with the State agency or with a Federally insured bank. Operating costs payable to the sponsor by the State agency are deposited in the account and disbursement of monies from the account must be authorized by both the sponsor and the food service management company.
- JJ. "Sponsor" means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, a public or private, nonprofit college or university currently participating in the National Youth Sports Program, or a private nonprofit organization which develops a special summer or other school vacation program providing food services similar to that made available to children during the school year under the National School Lunch and School Breakfast Programs and which is approved to participate in the Program. Sponsors are referred to in the National School Lunch Act as "service institutions."
- KK. "State agency" means the New Jersey Department of Agriculture, Division of Food and Nutrition.
- LL. "TANF assistance unit" means any individual or group of individuals which is currently certified to receive assistance under the Temporary Assistance for Needy Families Program.
- MM. "Unit of local, municipal, county or State government" means an entity which is so recognized by the State constitution or State laws such as the State administrative procedures act, tax laws, or other applicable State laws which delineate authority for government responsibility in the State.
- NN. "Vended sponsor" means a sponsor which purchases from food service management company the unitized meals, with or without milk, which it will serve at its site(s), or a sponsor which purchases management services, subject to the limitations set forth in 7 CFR 225.15, from a food service management company.
- OO. "Yogurt" means commercially prepared coagulated milk products obtained by the fermentation of specified bacteria, that meet milk fat or milk solid requirements and to which flavoring foods or ingredients may be added. These products are covered by the Food and Drug Administration's Standard of Identity, for yogurt, low-fat yogurt and nonfat yogurt (21 CFR 131.200; 21 CFR 131.203; 21 CFR 131.206, respectively).

In order to effectuate the purpose of the National School Lunch Act, as amended, and the regulations thereunder, the New Jersey Department of Agriculture and the Sponsor whose name and address appear herein, covenant and agree as follows:

- A. The Agency shall, to the extent of funds available, reimburse the Sponsor in connection with eligible meals served to children at the approved sites listed in Schedule A (s) during the period therein stated.
- B. The Agency shall, to the extent administratively possible, make advance payments to Sponsor by June 1, July 15, and August 15 of each year for the months of June, July and August if Sponsor intends to operate at least ten (10) days in the respective month

in order to assist Sponsor in meeting operating costs and/or administrative expenses, as more specifically detailed in 7 CFR 225.9 (c)(1) through (c) (7). As a prerequisite, Sponsor must have held training sessions for administrative and site personnel. Advance payments will be subsequently deducted from regular reimbursement payments. (The Agency may withhold advance payments in some instances as specified in 7 CFR 225.9) In the event the Agency's advance payments or regular reimbursement payments to the Sponsor are late, the Agency will not be liable for payment of penalties or interest on the late payment.

- C. The Agency agrees to promptly notify the Sponsor of any change in the minimum meal requirements or reimbursement rates.
- D. The Sponsor represents and warrants that is the governing body responsible for the administration of the approved sites listed on Schedule A of this Agreement, and all subsequent Addendums, or an agency to which the sites listed on Schedule A of this Agreement, and all subsequent Addendums, have delegated authority for the operation of their food service.
- E. The Sponsor agrees to accept final administrative and financial responsibility for total program operations at all approved sites listed in Schedule A of this Agreement, and all subsequent Addendums. Government sponsors further agree to directly operate this Program at all approved sites listed in Schedule A of this Agreement, and all subsequent Addendums.
- F. The Sponsor certifies that each approved site listed in Schedule A of this Agreement, and all subsequent Addendums, serves an area in which poor economic conditions exist; or offers a regularly scheduled organized cultural or recreational activity with an enrollment and daily attendance in which at least half of all children enrolled in each session are eligible for free or reduced price school meals; or is a residential camp which, since such residential camps shall be reimbursed only for meals served to eligible children, shall submit information that documents the number of children enrolled in each session whose family incomes meet the eligibility requirements for free or reduced price school meals.
- G. The Sponsor certifies that all approved sites listed on Schedule A of this Agreement, and all subsequent Addendums, have been visited and have the capability and the facilities for the meal service planned and the number of children anticipated to be served.
- H. The Sponsor assures the Agency that it now complies with, and shall in the future comply with, Federal and State laws and regulations, including Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2002d et seq.), (P.L. 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. 1981 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) designed to ensure nondiscrimination and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice Enforcement Guidelines (28 CFR Parts 42 and 50), and FNS directives or regulations issued pursuant to these regulations, to the effect that, no person shall, on the ground of race, color, national origin, age, sex, disability, gender identity, religion, reprisal, political beliefs, marital status, familial or parental status, sexual orientation, income derived from any public assistance program, or protected genetic information, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Sponsor receives Federal financial assistance from the Agency; and hereby gives assurance that it will immediately take any measures necessary to effectuate this assurance.

This assurance is given in consideration of, and for the purpose of, obtaining any and all Federal financial assistance, grants and loans of Federal fund, reimbursable expenditures, grant or donation of Federal property and interest in property, and detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the Sponsor, or any improvements made with Federal financial assistance extended to the Sponsor by the department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the Agency. The person, or persons, whose signature appears below certifies that he or she is authorized to sign this assurance on behalf of the Sponsor.

By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized Agency and/or USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA FNS shall have the right to seek judicial enforcement of this assurance.

- I. The Sponsor shall adhere to the following:
 1. Operate a nonprofit food service during the period specified, as follows:
 - (i) From May through September for children on school vacation;
 - (ii) At any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or
 - (iii) During the period from October through April, if the sponsor serves an area affected by an unanticipated school closure due to natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the Agency, a similar cause.
 2. Offer meals, is a school food authority, and for all other sponsors, serve meals that meet the requirements and provisions set for the in 7 CFR 225.16 and Schedule B, in accordance with the Agency approved menu (Schedule C) during the times designated as meal service periods by the Sponsor in this Agreement, and all subsequent Addendums, and offer the same meals to all children. The menu must be the State menu or one prepared by the Sponsor and approved by the Agency. The menu shall not be developed by a food service management company.
 3. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program.
 4. Issue a free meal policy statement that includes a statement of nondiscrimination in its policy for serving meals to children. The statement must consist of an assurance that all children are served the same meals and that there is no discrimination in

the course of the food service. Except for camps, all sponsors must also include a statement that the meals served are free at all sites.

5. Hold Program training sessions for its administrative and site personnel and not allow any site to operate until personnel have attended at least one of these training sessions.
6. Ensure that its administrative personnel attend Agency training provided to sponsors and provide additional training throughout the summer to ensure that administrative personnel are thoroughly knowledgeable in all required areas of Program administration and operation and are provided with sufficient information to enable them to carry out their Program responsibilities. Each site shall have present at each meal service at least one person who has received this training.
7. Claim reimbursement only for the type or types of meals specified in this Agreement, and any subsequent Amendments, and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in this Agreement, and any subsequent Amendments, and served without charge to children who meet the Program's income standards.
8. Submit claims for reimbursement in accordance with procedures established by the Agency.
9. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations. Self-preparation sites must have a current health certificate.
10. Accept and use, in quantities that may be efficiently utilized by the Program, such foods as may be offered as a donation by the USDA.
11. Have access to facilities necessary for storing, preparing, and serving and refrigerating food.
12. Maintain on file documentation of required site visits and reviews and make all accounts and records relating to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of three (3) years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved. A sponsor's records must be kept at the address specified in this document.
13. Visit each of its sites at least once during the first week of operation under the Program and shall promptly take such actions as are necessary to correct any deficiencies.
14. Review food service operations at each site at least once during the first four weeks of Program operations, and thereafter maintain a reasonable level of site monitoring. Sponsors shall complete a monitoring form developed by the Agency during the conduct of these reviews.
15. Conduct food service only at the approved sites listed in Schedule A. The

references herein to Schedule A shall be deemed to include such schedules as may be supplemented and amended.

16. Maintain children on site during meal service and serve meals in a planned and organized manner conducive to good eating and dietary habits.
17. Serve meals in accordance with meal time intervals specified in the regulations, 7 CFR 225, and the approved meal service times listed in the Site Information Sheets.
18. If applicable, certify that its administrative personnel have attended a state sponsored training session.
19. Hold a training session for its administrative personnel and site personnel with regard to program duties and responsibilities at the time(s) and place(s) specified in the Sponsor Management Plan, and allow no site to operate until its personnel have attended such training. Provide documentation of all training sessions to the state agency.
20. Provide adequate supervisory and operational personnel for overall monitoring and management of each food service operation, including adequate personnel to visit all food service sites at least once in the first week of operation and to promptly take such actions as are necessary to correct deficiencies found at the time of the initial visit. Documentation of such visits shall be maintained on file.
21. Provide adequate supervisory personnel to review food service operations at every site at least once during the first four weeks of program operation and thereafter to maintain a reasonable level of site monitoring.
22. Utilize the sponsor monitor form provided by the Agency and maintain it on file at the address listed on this Agreement.
23. Maintain a financial management system using Agency record keeping forms. This responsibility shall not be delegated to a food service management company.
24. Prepare and submit claims for reimbursement supplied by the Agency by the 10th of the month following the month of operation for which the claim is submitted. The Agency is prohibited by law from paying any claim submitted later than sixty (60) days following the end of the month for which meals are being claimed. Sponsors contracting with more than one food service company, must submit a separate monthly claim for each company. The preparation and submission of reimbursement claims shall not be delegated to a food service management company.
25. Not claim any site as self-preparation or rural for the extra administrative monies unless such sites conform with said definitions listed herein.
26. Accept payment(s) in the form of multiple party checks whenever the Agency deems such checks to be necessary.
27. Record interest earned on advance payments as program income.
28. If Sponsor receives Federal and/or State grant funds, it shall have an annual audit performed in accordance with the Single Audit Act, Federal OMB Circular A-133 Revised (published in the Federal Register June 27, 2003) and State Policy OMB

Circular 04-04. Audit requirements contained in OMB Circular A-133 Revised, include the following:

- (a) Recipients that expend \$100,000 or more in federal funds within their fiscal year are required to obtain audits of their operations in accordance with OMB Circular A-133 Revised.

Audit reports that meet the requirements of OMB Circular A-133 Revised shall be conducted by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

- (b) Audits conducted in accordance with OMB Circular A-133 Revised are required to contain a Schedule of Expenditure of Federal Awards. This Schedule must contain the amount of federal financial assistance expended by Catalogue of Federal Domestic Assistance (CFDA) number. The CFDA number for the Summer Food Service Program (SFSP) is 10.559.
- (c) Sponsoring Organizations that expend Federal funds from a single federal funding source, i.e., Child Nutrition Programs, may elect to have a program-specific audit conducted in accordance with OMB Circular A-133 Revised.
- (d) Sponsoring Organizations that expend less than \$100,000 or more in federal funds for fiscal years ending after December 31, 2003 are exempt from these Federal audit requirements. However, this does not exempt sponsors from complying with other applicable state and local laws and regulations regarding audit.

It should be noted that federal (Child Nutrition) funds cannot be used to pay for an audit based on requirements in excess of those mandated by OMB Circular A-133 Revised.

29. Audit Compliance:

The Sponsor must either document in writing its intent to obtain a USDA required audit for fiscal year 2015 and submit this letter of intent with its 2015 Application to Participate in the SFSP or the Sponsor must submit a letter stating that it is exempt from having an audit performed.

Letters of intent to obtain an audit should include the following information:

- a) A statement that the organization will comply with audit requirements in accordance with OMB 2 CFR Part 200, OMB Circular No. 04-04;
- b) The name and title of the individual within the organization who is responsible for coordinating the completion of the organization-wide audit that will include all 2015 SFSP funding;
- c) The name of the parent organization under whose auspices the organization-wide audit will be completed;
- d) The beginning and end dates of the organization's fiscal year and the specific fiscal year(s) that will include the 2015 SFSP records;

- e) The anticipated completion date of the audit;
 - f) A statement that a copy of the completed CPA audit report will be forwarded to NJDA within thirty (30) days of the anticipated completion date (Note: such date shall not be later than the due date of the audit, which is generally nine (9) months after the last day of the fiscal year); and
 - g) A statement that the organization will maintain the audit records for the required three (3) year period.
30. Submit an annual budget for administrative costs that must be approved by the Agency.
 31. Submit an annual application to participate in the Program accompanied by Site Information Sheets for each site at which a food service operation will be proposed.
 32. Adhere to the administrative and food service budgets as approved in the Sponsor Management Plan.
 33. Have a procurement system which fully conforms to the provisions of 7CFR 225.17 of the Program regulations or adopt procurement standards provided by the Agency which meet these provisions.
 34. Use the contract form required and provided by the Agency when contracting with a food service management company. Additions, deletions, or changes may be made only with the prior written consent of the Agency. A sponsor whose contract will exceed \$17,500 must abide by all USDA bidding procedures.
 35. Submit a signed copy of the Summer Food Service Program ("SFSP") food service management company contract to the Agency with the application documents no later than April 15th of each year. The SFSP food service management company contract shall become an attachment to this Agreement.
 36. When contracting with a school for the entire meal, the School Agreement provided by the Agency will be utilized. A signed copy of the School Agreement shall be submitted to the Agency as an attachment to the Agreement.
 37. Make payments to vendors in the total amount due for the preceding month for items covered in the contract. Such payments shall be made within ten (10) days of receipt of federal reimbursement payments from the Agency. Public entities are excluded from the requirement that the payments must be made within ten (10) days, but they must make the payments at the first opportunity pursuant to their established financial procedures.
 38. Purchase, in as large a quantity as may be efficiently utilized in the program, the foods designated as plentiful by the Agency.
 39. Refrain from transferring meals without adequate refrigeration and the written permission of the Agency.
 40. Abide by all policies, and any additions thereto, of the New Jersey SFSP Agreement Terms and Conditions, Attachment A.

41. Plan to serve and claim reimbursement for one meal per eligible child. The Sponsor acknowledges that it has no regulatory right to such reimbursement for second meals served to children if the Agency determines that the Sponsor has failed to plan and prepare or order meals with the objective of providing only one meal per child at each meal service.
 42. Notify the Agency in writing of any changes in the following: person authorized to sign contracts, director, record keeper, person responsible for the food program, dates of operation, address and telephone number and/or site facility, within ten (10) days of the change.
 43. If applicable, Sponsor assures that it will use an application to determine the eligibility of children attending camps and the eligibility of sites that are not in the attendance area of a school in which at least 50 percent (50%) of the enrolled children have been determined eligible for free or reduced-price school meals under the National School Lunch Program and the School Breakfast Program. The application shall conform to the requirements specified in 7 CFR 225.15 (f). The application and any other descriptive materials distributed, shall contain only the family size and income levels for reduced price eligibility with an explanation that households with incomes less than or equal to these values would be eligible for free meals. Such forms and descriptive materials may not contain the income standards for free meals.
 44. Neither Sponsor, nor any person on its behalf, shall discriminate against or intimidate any employee engaged in the performance of work under this Agreement or any subcontract hereunder, on account of race, creed, color, national origin, age, sex or disability. Further, in the hiring of persons for the performance of this Agreement or any subcontract hereunder, neither the Sponsor nor any person acting on behalf of Sponsor, shall by reason of race, creed, color, national origin, age, sex or disability discriminate against any person who is qualified and available to perform the work to which the employment relates.
- J. A site determined to be in violation of the meal time requirements shall be limited immediately to one meal type per day. If more than ten percent (10%) of Sponsor's sites are determined to be in violation of the meal time requirements, all of Sponsor's sites shall be limited immediately to one meal type per day.
- K. The Agency will disallow meals for reimbursement and/or reduce the maximum number of meals approved for a site and/or close sites for any one or more of the following violations:
1. Unauthorized adults consuming meals.
 2. Offsite consumption of meals.
 3. Meals claimed for reimbursement in excess of the number of meals consumed by children.
 4. Meals served which do not follow the day's menu cycle.
 5. Any other violations of USDA regulations or Agency policies.

L. This Agreement may be terminated upon ten (10) days written notice sent by certified mail, return receipt requested, on the part of either party. The Agency may terminate this Agreement for any one or more of the following documented reasons but shall not be limited to these reasons:

1. Violations of State or USDA bidding procedures.
2. Violations of the collusion clause of the bidding specifications
3. Submission of a claim for reimbursement with insufficient documentation to support said claim.
4. Unauthorized changes in the required SFSP food service management company contract.
5. Submission of inaccurate or incomplete information on the Sponsor Management Plan.
6. Submission of inaccurate or incomplete information on the Site Information Sheets.

No termination of the Agreement shall effect the obligation of the Sponsor to maintain and retain records and to make such records available for audit for a period of three (3) years after the end of the agreement year to which they pertain, except in the event of an unresolved audit, in which case, records shall be maintained until the audit is resolved.

M. The terms of this Agreement shall not be modified or changed in any way other than by mutual consent in writing of both Parties hereto.

I CERTIFY THAT THE INFORMATION ON THIS FORM AND SUBSEQUENT ATTACHMENTS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. 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 APPLICABLE STATE AND FEDERAL CRIMINAL STATUTES. THE PROGRAM MUST BE MADE AVAILABLE TO ALL CHILDREN REGARDLESS OF SEX, AGE, RACE, COLOR, DISABILITY OR NATIONAL ORIGIN. IT IS THE SPONSOR'S RESPONSIBILITY TO NOTIFY THE STATE AGENCY OF PROGRAM CHANGES IN WRITING.

Signature on Behalf of the Sponsor:

Person Authorized to Sign Contractual Agreements:

Signature

Name (Please Type or Print)

Title of Authorized Person

Agency Legal Name

Date

Signature on Behalf of New Jersey Department of Agriculture:

Rose Tricario, Director
Division of Food and Nutrition

Cherrie Walker, Coordinator

Summer Food Service Program

Date

**FISCAL YEAR 2015
ATTACHMENT
AGREEMENT TERMS AND CONDITIONS**

	<u>Page</u>
I. Summer Food Service Program 2015 Agreement.....	1-11
II. Compliance with Existing Laws.....	13
III. Indemnification.....	13
IV. Assignability.....	13
V. Availability of Funds.....	13
VI. Procurement Standards.....	13
VII. Property Management Standards.....	14
VIII. Method of Payment.....	14
IX. Matching and Cost Sharing Requirements.....	14
X. Program Income.....	14
XI. Financial Management System.....	14
XII. Monitoring of Program Performance.....	15
XIII. Audit Requirements.....	16
XIV. Budget Revision and Modification.....	16,17
XV. Contract Closeout Procedures.....	17,18
XVI. Termination and Suspension.....	18
XVII. Access to Records.....	19
XVIII. Record Retention.....	19
XIX. Subcontracts	19
XX. Prior Expenditures.....	19
Attachment B.....	20
Attachment B-1.....	21
Schedule B.....	22,23,24
Schedule D.....	25,26

II. Compliance with Existing Laws

The contractor, in order to induce the Department of Agriculture, hereinafter referred to as the department to award this contract, agrees in the performance of this contract to comply with all federal, state and municipal laws, rules and regulations generally applicable to the activities by whomsoever performed in which contractor is engaged in the performance of this contract. Failure to comply with such laws, rules or regulations shall be grounds for termination of this agreement.

III. Indemnification

The contractor shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the contractor's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the contractor's services which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the contractor's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the contractor. The contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

IV. Assignability

The contractor shall not subcontract any of the work or services covered by this contract, nor shall any interest be assigned or transferred except as may be provided for in this contract or with the express written approval of the department.

V. Availability of Funds

The parties hereto recognize and agree that continuation of funding under this contract is expressly dependent upon the availability to the department of funds appropriated by the State Legislature from state or federal revenue or such other funding sources as may be applicable. The department shall not be held liable for any breach of this agreement because of the absence of available funding appropriations.

VI. Procurement Standards

Procurement of supplies, equipment and other services with funds provided by this contract shall be accomplished in a manner generally consistent with the Administration of Grants (34 CFR, Part 74, Subpart P).

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the contractor of the contractual responsibilities arising under its procurement. The contractor is the responsible authority, without recourse to the department regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into, in support of a contract.

VII. Property Management Standards

Property furnished by the department or acquired in whole or in part with federal or department funds or whose cost was charged to a project supported by federal or department funds shall be utilized and disposed of in a manner generally consistent with the Administration of Grants (34 CFR, Part 74, Subpart O).

VIII. Method of Payment

- A. At the department's discretion, initial payment may be made to the contractor upon receipt by the department of a properly executed copy of this contract, signed by an appropriate officer of the contractor organization, together with a properly executed form AA-100. Such advances, however, shall not exceed the dollar limits established.
- B. Progress payments shall be made by the department on a periodic basis as prescribed. Such payments shall be issued upon receipt of the required financial and narrative reports.
- C. Payment may, at the discretion of the department, be made either in fixed amount as described by the department to be reasonable to maintain an appropriate level of contract services or in the form of reimbursement of actually reported expenditures.
- D. At the department's discretion, a final payment may be withheld pending receipt of final reports. If applicable, this payment is not to exceed 5 percent of the total contract amount.

IX. Matching and Cost Sharing Requirements

The contractor shall be required to account to the satisfaction of the department for matching and sharing requirements of this contract in accordance with the Administration of Grants (34 CFR, Part 74, Subpart C).

X. Program Income

Program income shall be defined as gross income earned by the contractor from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights.

- A. Interest earned on advances of contract funds shall be remitted to the department except for interest earned on advances to instrumentalities of a state as provided by the Intergovernmental Cooperation Act of 1968 (Pub. L. 90-577).
- B. Unless the contract provides otherwise, the contractor shall be obligated to the department with respect to royalties received as a result of copyrights or patents produced under the contract.
- C. All other program income earned during the contract period shall be retained by the contractor and used in accordance with this contract.

XI. Financial Management System

- A. The financial officer, designated by the contractor of this contract, shall be responsible for maintaining an adequate financial management system. The financial officer will notify the department when the contractor cannot comply with the requirements established in this section of this contract.
- B. Contractor's financial management system shall provide for:
 - 1. Accurate, current and complete disclosure of the financial results of each program or contract.
 - 2. Records that adequately identify the source and application of funds for department supported activities. These records shall contain information pertaining to contract awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
 - 3. Effective internal and accounting controls over all funds, property and other assets. The contractor shall adequately safeguard of all such assets and shall assure that they are used solely for authorized purposes.
 - 4. Comparison of actual outlays with budgeted amounts for each contract. Also, relation of financial information with performance or productivity data, including the production of unit cost information required by the department.
 - 5. Accounting records that are supported by source documentation.
 - 6. Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of the Administration of Grants (34 CFR, Part 74, Subpart H).
- C. If the department determines that the contractor's accounting system does not meet the standards described in paragraph B above, additional information to monitor the contract may be required by the department upon written notice to the contractor until such time as the system meets with department approval.

XII. Monitoring of Program Performance

- A. The contractor shall constantly monitor the performance under grant-supported activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined.
- B. The contractor shall inform the department of the following types of conditions which affect program objectives and performance as soon as they become known:
 - 1. Problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the

action taken, or contemplated, and any department assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.
- C. The department may, at its discretion, make site visits to:
1. Review program accomplishments and management control systems.
 2. Provide such technical assistance as may be required.

XIII. Audit Requirements

- A. Audits of operations under this contract shall be conducted in the method specified.
- B. Examinations in the form of audits or internal audits shall be conducted by qualified individuals who are sufficiently independent of those who authorize the expenditure of contract funds, to produce unbiased opinions, conclusions, or judgments. These audit examinations are intended to ascertain the effectiveness of the financial management system and internal procedures that have been established to meet the terms and conditions of the contract and that accounts and financial statements present fairly the results of the contractor operations.
- C. Audit examinations will be made in accordance with generally accepted auditing standards including the standards published by the General Accounting Office, Standards for Audit of Governmental Organizations, Programs, Activities and Functions.
- D. Audit examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the contract. Such audits will be conducted on the basis of the contractor's fiscal year. In accepting this contract, the contractor agrees to and will allow such audits to be performed on an organization-wide basis. In the event of a subcontract agreement, the contractor agrees to provide for and permit the department to audit such records.

XIV. Budget Revision and Modification

- A. This section sets forth criteria and procedures to be followed by the contractor in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Budget category variances in excess of five thousand dollars (\$5,000) or 10 percent of the total contract, whichever is lower, shall require approval of the department in writing.
- B. Contractors shall request, in writing, approval of the department when there is reason to believe a revision or modification will be necessary for the following reasons:
 1. Changes in the scope, objective, or timing of the projector or program.
 2. The need for additional funding.

3. The revisions involve the transfer of amounts budgeted for indirect costs to absorb increases in direct costs if approval is required by the department.

For the purposes of this contract, indirect costs are defined as those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

Direct costs are defined as those which can be identified specifically with a particular cost objective. These costs may be charged directly to grants, contracts, or to other programs against which costs are finally lodged.

4. Contractor plans to transfer funds allotted for training allowances (direct payments to trainees) to other categories of expense.
 5. For costs identified in the Cost Principles section of the Administration of Grants (34 CFR, Part 74), Subpart 1 regulation that require prior approval.
- C. The department may also, at its option, restrict transfers of funds among direct cost categories for contracts which exceed \$100,000 when the cumulative amount of such transfers exceeds or is expended to exceed 5 percent of the total budget.

The same criteria shall apply to the cumulative amount of transfer among programs, functions and activities when budgeted separately for a contract, except that the department shall permit no transfer that would cause any state appropriation, or part thereof, to be used for purposes other than those intended.
 - D. All other changes to budgets, except as described in paragraphs B and C do not require approval.
 - E. When requesting approval for budget revisions, the contractor shall clearly show the change in cost categories.
 - F. The department may request changes in the scope of the services of the contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the contractor's compensation, which are mutually agreed upon by and between the department and the contractor, must be incorporated in written amendments to this contract.
 - G. If the contractor is making program expenditures or providing contract services at a rate which, in the judgment of the department, will result in substantial failure to expand the contract amount or provide contract services, the department may so notify the contractor. If, after consultation, the contractor is unable to develop to the satisfaction of the department a plan to rectify its low level of program expenditures or contract services, the department may, upon thirty (30) days' notice to the contractor, reduce the contract amount by a sum so that the revised

contract amount fairly projects programs expenditures over the contract period. This reduction shall take into the account the contractor's fixed costs and shall establish the committed level of services for each program element of contract services at the reduced contract amount.

XV. Contract Closeout Procedures

- A. The following definitions shall comply with the purpose of this section:
 - 1. **Contract Closeout.** The closeout of a contract is the process by which the department determines that all applicable administrative actions and all required work of the contract have been completed by the contractor.
 - 2. **Date of Completion.** The date when all activities under the contract are completed or the expiration date in the contract award document, or any supplement or amendment thereto.
- B. The contractor shall submit a final report upon completion of the contract period or termination of the contract. This final report shall be in accordance with Section XII paragraphs C and D of the Attachment. The department may permit extensions when requested in writing by the contract.
- C. The contractor will, together with the submission of the final report, refund to the department any unexpended funds or unobligated (unencumbered) cash advanced except such sums that have been otherwise authorized, in writing, by the department to be retained.
- D. Within the limits of the contract amount, the department may make a settlement for any upward or downward adjustments of costs after these reports are received.
- E. In the event a final audit has not been performed prior to the closeout of the contract, the department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
- F. The contract shall account for any property acquired with contract funds or received from the department in accordance with the provisions of the "Property Management Standards" as referenced in Section VII of this Attachment.

XVI. Termination and Suspension

- A. The following definitions shall apply for the purposes of this section:
 - 1. **Termination.** The termination of a contract means the cancellation of assistance, in whole or in part, under a contract at any time prior to the date of completion.
 - 2. **Suspension.** The suspension of a contract is an action by the department which temporarily suspends assistance under the contract pending corrective action by the contractor or pending a decision to terminate the contract by the department.

3. Disallowed Costs. Disallowed costs are those charges to the contract which the department or its representatives determine to be beyond the scope of the purpose of this contract, excessive, or otherwise unallowable.
- B. When the contractor has failed to comply with contract award stipulations, standards or conditions, the department may upon thirty days' notice to the contractor, suspend the contract and withhold further payments; prohibit the contractor from incurring additional obligations of contract funds pending corrective action by the contractor; or decide to terminate the contract in accordance with paragraph C below. The department shall allow all necessary and proper costs which the contractor could not reasonably avoid during the period of suspension provided that they meet the provisions of the Administration of Grants (34 CFR, Part 74, Subpart M).
 - C. The department may terminate the contract, in whole or in part, upon 30 days' notice, whenever it is determined that the contractor has failed to comply with the conditions of the contract. The department shall promptly notify the contractor, in writing, of the determination and the reasons for the termination together with the effective date. Payments made to the contractor or recoveries by the department under the contract terminated for cause shall be in accord with the legal right and liability of the parties.
 - D. The department and the contractor may terminate the contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the effective date and in case of partial terminations, the portion to be terminated. The contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.
 - E. The Contract Closeout Procedures in Section XVI of this contract shall apply in all cases of termination of the contract.

XVII. Access to Records

- A. The Contractor in accepting this contract, agrees to make available to the Department, and federal agency whose funds are expended in the course of this contract or any of their duly authorized representatives, pertinent accounting records, books, documents, papers as may be necessary to monitor and audit Contractor operations.
- B. All visitations, inspections and audits, including visits and request for documentation in discharge of the Department's responsibilities shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- C. The Department reserves the right to have access to records of any subgrantees and requires the Contractor to provide for Departmental access to such records in any contract or grant with the subgrantee.
- D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Contractor by independent Certified Public

Accountants or licensed Public Accountants hired by the Contractor to perform such audits.

XVIII. Record Retention

- A. Financial records, supporting documents, statistical records, and all other records pertinent to the contract shall be retained for a period of three years in addition to current year, with the following qualifications:
 - 1. If any litigation, claim or audit is started before the expiration of the 5 year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
 - 2. Records for nonexpendable property acquired with department funds shall be retained for 3 years in addition to the current year after its final disposition.
- B. The retention period starts from the date of submission of the final expenditure report, or for contracts that are renewed annually, from the date of submission of the annual financial report.
- C. The department may request transfer of certain records to its custody from the contractor when it determines that the records possess long-term retention value and will make arrangements with the contractor to retain any records that are continuously needed for joint use.

XIX. Subcontracts

No contractor may subcontract any portion of services under this agreement without department approval. No subcontract may be executed unless the format is developed and/or approved by the department. Any subcontract let under this agreement shall be subject to Section XIV, "Audit Requirements."

XX. Prior Expenditures

No expenditures will be reimbursed for activities which occur outside of the contract period. Expenditures may be reimbursed if made during the contract period and in conformance with the program's specifications even if the contract is fully executed and dated after the date of commencement of the contract period. In order to reimburse such expenditures, an approved program application or equivalent document dated and executed by the appropriate authorities prior to any expenditures of funds on the contract and which sets forth the program's starting and ending dates must be attached to the fully executed contract.

ATTACHMENT B

I. USE OF GRANT FUNDS FOR NONEMPLOYEE COMPENSATION

In the event a grant recipient agency plans to use grant funds provided pursuant to a Department of Agriculture third party contract to pay for nonemployee compensation, such as consultants and/or subcontractors, the agency must complete a "Nonemployee Compensation" form for each individual or entity. Nonemployee compensation includes fees, commissions or other forms of compensation for services rendered by an individual or entity who is not employed by the grant recipient agency. Any payments for nonemployee compensation must be made pursuant to a formal contract with the individual or entity receiving payment. A copy of the formal contract must be attached to the Nonemployee Compensation form. This form must be returned to the division administering the grant within 30 days from the execution of the nonemployee compensation contract by the grant recipient agency.

II. USE OF SOLE SOURCE VENDORS

If a grant recipient agency plans to obtain a product from an individual or entity supplying a product as a sole source vendor who will receive a payment of 20 percent or more of the bid threshold as set forth in the Public School Contract Law from a grant provided pursuant to a Department of Agriculture third party contract, the grant recipient agency must complete a "Product(s) Purchased From A Sole Source" form. A sole source transaction may occur when a product is so unique that only one source of supply is available. Any payments of 2 percent or more of the bid threshold for a product supplied by a sole source vendor must be made pursuant to a formal contract with the individual or entity receiving payment. A copy of the formal contract must be attached to the Sole Source form. This form must be returned to the division administering the grant within 30 days of the execution of the sole source vendor contract by the grant recipient agency.

ATTACHMENT B-1

NOTICE

On October 1, 1988, the President signed into law the Department of Defense Appropriations Act (P.L. 100-463). Section 8136 of that law has government-wide application to grant recipients of all federal agencies. The language of that section, also contained in the current appropriations legislation of the Department of Agriculture, requires grant recipient to acknowledge the amount and percentage of federal funding for projects when making any type of public announcement. The legislative required is quoted:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the project or program.

Effective October 1st, 2010, PNO's are eligible to participate in the SFSP according to the same terms and conditions as other institutions; all sponsors may operate a maximum of 200 sites and serve a maximum total average daily attendance of 50,000 children as permitted by 7CFR 225.6(b)(6)(1).

- (a) Administers the Program.
 - (2) With a waiver granted by the State in accordance with 7 CFR 225.6(b)(ii), not more than 500 children being served at any approved meal service at any other site;
- (b) Operates in areas where a school food authority has not indicated that it will operate the program in the current year.

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

City Clerk File No. Res.1 5.329
 Agenda No. 10.Z.2
 Approved: MAY 13 2015
 TITLE:



**RESOLUTION AUTHORIZING THE USE OF
 COMPETITIVE CONTRACTING TO AWARD A
 CONTRACT FOR A DEMAND-RESPONSE – ENERGY USE
 CURTAILMENT PROGRAM**

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

WHEREAS, the City of Jersey City (City) desires to award a contract for the development and implementation of a demand response/energy use curtailment program; and

WHEREAS, a demand response program functions by participants voluntarily limiting electricity use during peak periods in order to reduce the demand placed on coal burning facilities; and

WHEREAS, participants are reimbursed a percentage of the fees paid to electrical providers for their participation on demand response programs; and

WHEREAS, a demand response program is developed that will exclude essential and emergency services; and

WHEREAS, N.J.S.A. 40A:11-4.6 et seq authorizes the City to use competitive contracting to award a contract for “energy conservation measures”; and

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

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq is authorized for awarding a contract for the development and implementation of a demand response/energy use curtailment program.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												5.13.15	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
GAJEWSKI	✓			YUN	✓			RIVERA	✓				
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓				
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR A DEMAND RESPONSE – ENERGY USE CURTAILMENT PROGRAM

Initiator

Department/Division	Administration	Administration
Name/Title	John Mercer	Assistant Business Administrator
Phone/email	201-547-4417	jmerc@cnj.org

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

Resolution Purpose

Demand response (or energy use curtailment) enrolls larger users of electricity into a program in which they agree to voluntarily limit (if possible) their use of electricity during peak demand periods (usually in the summer) in order to reduce the use of older, coal burning facilities by electricity generating utilities (e.g., PSEG). Participants are reimbursed a percentage of the fees paid to the utility depending on the length and amount of the curtailment. Participation is optional, there are no mandatory reductions or goals, and essential/emergency facilities are excluded from participation.

This resolution will authorize the use of competitive contracting and the issuance of an RFP to award a contract to a qualified energy curtailment company.

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/6/15

Date

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

City Clerk File No. Res. 15.330

Agenda No. 10.Z.3

Approved: MAY 13 2015



TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE U.S DEPARTMENT OF JUSTICE, BULLET- PROOF VEST PARTNERSHIP PROGRAM (2015) TO PURCHASE BODY ARMOR FOR THE JERSEY CITY POLICE DEPARTMENT

**COUNCIL
adoption of
the following resolution**

Offered and moved

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

WHEREAS, the U.S. Department of Justice has recognized this danger; and

WHEREAS, the U.S. Department of Justice, through the Bulletproof Vest Partnership Program will reimburse 50 percent of the total cost of each vest purchased by the City of Jersey City; the New Jersey Body Armor Replacement Fund will cover the cost of the other 50 percent; and

WHEREAS, the total award for the Bulletproof Vest Partnership (2015) will be determined after the review of our application; and

WHEREAS, the City of Jersey City wishes to apply for these funds distributed through the Bulletproof Vest Partnership Program to protect its Police Officers; and

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

1. The Jersey City Police Department is hereby authorized to apply for funds distributed by the U.S. Department of Justice through the Bulletproof Vest Partnership Program; and
2. These funds will be used to provide personal body armor for sworn members of the Jersey City Police Department.

APPROVED: *Jerome Cole*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.1											
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]
Roahdo 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 CITY OF JERSEY CITY TO APPLY FOR FUNDS FROM THE U.S DEPARTMENT OF JUSTICE, BULLET- PROOF VEST PARTNERSHIP PROGRAM (2015) TO PURCHASE BODY ARMOR FOR THE JERSEY CITY POLICE DEPARTMENT

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	
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 purpose of this grant is to apply for funding to purchase body armor for sworn police officers of the Jersey City Police Department. Body armor is purchased for new hires and to replace officers' vests every five years.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

April 1, 2015 until August 31, 2017

Type of award

<Federal Grant

If "Other Exception", enter type

Additional Information

There is a 50 percent match with this grant, and the other 50 percent will be funded by the New Jersey Body Armor Replacement Fund which is allowable by both funders.

I certify that all the facts presented herein are accurate.

Jerome Cole
Signature of Department Director

4/24/15
Date

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

City Clerk File No. Res. 15.331

Agenda No. 10.7.4

Approved: MAY 13 2015



TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY AND ACCEPT FUNDS FROM THE HUDSON COUNTY CONDUCTED ENERGY DEVICE (CED) ASSISTANCE PROGRAM ADMINISTERED THROUGH THE HUDSON COUNTY PROSECUTOR'S OFFICE ON BEHALF OF THE NEW JERSEY OFFICE OF THE ATTORNEY GENERAL

**COUNCIL
adoption of
the following resolution**

Offered and moved

WHEREAS, the New Jersey Office of the Attorney General has approved the Hudson County Conducted Energy Device Assistance Grant for the Jersey City Police Department to purchase Tasers; and

WHEREAS, the Attorney General has awarded the Jersey City Police Department a partial reimbursement award in the amount of **\$8,746.35** to be used toward the total purchase of 10 Tasers; and

WHEREAS, the City of Jersey City will be responsible to cover the additional cost of \$12,910.62 to cover the overall price (\$21,656.97); and

WHEREAS, these Tasers will be used by sworn personnel assigned to the Emergency Service Unit; and

WHEREAS, the City of Jersey City wishes to apply and accept these funds distributed through the Hudson County Conducted Energy Device Assistance Program; and

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

1. The Jersey City Police Department is hereby authorized to apply and accept the award amount of \$8,746.35 from the Hudson County Prosecutor's Office; and
2. These funds will be used to purchase Tasers for sworn members of the Jersey City Police Department assigned to the Emergency Services Unit.

APPROVED: *Jerome Cole*

APPROVED AS TO LEGAL FORM *[Signature]*

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5.13.15											
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

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY AND ACCEPT FUNDS FROM THE HUDSON COUNTY CONDUCTED ENERGY DEVICE (CED) ASSISTANCE PROGRAM ADMINISTERED THROUGH THE HUDSON COUNTY PROSECUTOR'S OFFICE ON BEHALF OF THE NEW JERSEY OFFICE OF THE ATTORNEY GENERAL

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sergeant Jaclyn Marcazo	
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

Jersey City has received \$8,746.35 from the Hudson County Conducted Energy Device Assistance Program which are pass through funds from the New Jersey Office of the Attorney General. These funds will be used towards the purchase of 10 Tasers that will be assigned and utilized by the Emergency Services Unit. The remaining balance of the purchase will be matched by the Department.

Cost (Identify all sources and amounts)

Total Cost of Project- \$21,656.97
Grant Award - \$8,746.35
Police Department Match - \$12,910.62

Contract term (include all proposed renewals)

Purchase of Tasers have to be paid in full by June 30, 2015 in order to receive the grant reimbursement of \$8,746.35.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Jerome Cole
Signature of Department Director

4/24/15
Date



JERSEY CITY POLICE DEPARTMENT
GRANTS OFFICE

1 JOURNAL SQUARE PLAZA, 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 : FAX 201-547-5213

TO: Monique Snow
Law Department

FROM: Sgt. Jaclyn Marcazo

DATE: April 27, 2015

SUBJECT: Internal Requisition TASER

Dear Sir,

Attached is a resolution to apply/accept the grant award of \$8,746.35 from the Hudson County Conducted Energy Device Assistance Program to be used as a partial reimbursement for the purchasing of TASERS. In addition, there is a resolution to apply for the FY 2015 Bulletproof Vest Partnership Program.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Sgt. Marcazo".

Sgt. Jaclyn Marcazo

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

City Clerk File No. Res. 15.332

Agenda No. 10.Z.5

Approved: MAY 13 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JOHNSTON COMMUNICATIONS FOR THE PURCHASE AND INSTALLATION OF AVAYA IP PHONE SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the existing phone system needs to be upgraded and replaced throughout the Department of Public Safety (Fire); and

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

WHEREAS, Johnston Communications, 322 Belleville Turnpike, North Arlington, New Jersey 07031 is an authorized dealer and distributor of Avaya, Inc. and is in possession of State Contract No. A80802, submitted a proposal in the amount of \$104,314.86 for the purchase and installation of the new Avaya IP Phone System; and

WHEREAS, funds are available for this contract in **Public Safety (Police) Capital Account**;

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	116957	A80802	\$104,314.86

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 Johnston Communications for purchase and installation of the new Avaya IP Phone System for the Department of Public Safety (Fire).
2. The total contract amount is \$104,314.86.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment 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.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

MAY 13 2015

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JOHNSTON COMMUNICATIONS FOR THE PURCHASE AND INSTALLATION OF AVAYA IP PHONE SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	116957	A80802	\$104,314.86

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

April 28, 2015
Date

PF/pv
4/28/15

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 5.13.15											
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.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JOHNSTON COMMUNICATIONS FOR THE PURCHASE AND INSTALLATION OF AVAYA IP PHONE SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE)

Project Manager

Department/Division	Public Safety	Communications and Technology
Name/Title	Robert Baker, Sr.	Acting Director
Phone/email	201-547-5449	rbakerst@njeps.org

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

Contract Purpose

Purchase and installation of a phone system currently utilized by the Department of Public Safety for Fire Headquarters and all other fire locations. (Please see additional comments below).

Cost (Identify all sources and amounts)

\$104,314.86
Acct. 04-215-55-960-990

Contract term (include all proposed renewals)

Type of award

If "Other Exception", enter type

Additional Information

The current phone system is outdated and in very poor condition. Maintenance costs are high but the system is not fully functional. The system is not capable of growth and that has caused as many as 8 people sharing one phone number in various units.

I certify that all the facts presented herein are accurate.

Jerome Pule
Signature of Department Director

4/30/15
Date



CITY OF JERSEY CITY
 394 CENTRAL AVE.
 2ND FLOOR
 JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
116957
THIS NUMBER MUST APPEAR ON ALL INVOICES,
 CORRESPONDENCE, BILLING PAPERS AND PACKAGES

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

REQUISITION # **0169973**
 BUYER **STATECONT**

DATE	VENDOR NO.
04/24/2015	JO395330

VENDOR INFORMATION

JOHNSTON COMMUNICATIONS
 322 BELLEVILLE TURNPIKE

 NORTH ARLINGTON NJ 07031

DELIVER TO
PUBLIC SAFETY COMM. CENTER
 73 - 85 BISHOP STREET

 JERSEY CITY NJ 07304

BILL TO
PUBLIC SAFETY COMM. CENTER
 73 - 85 BISHOP STREET
 JERSEY CITY NJ 07304

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	AVAYA PHONE SYSTEM AVAYA PHONE SYSTEM FOR FIRE DEPARTMENT QUOTE; 4029, DATED 4/2/15, ACCT. 1355 BY: STEVEN MULLEN JOHNSTON COMMUNICATIONS IS AN AUTHORIZED DEALER & DISTRIBUTOR FOR AVAYA, INC. T-1316: TELECOMMUNICATIONS EQUIPMENT & SERVICES LINE 1, COMM CODE: 883-80-057371 SC A80802 SC RESO _____, APPROVED _____	04-215-55-960-990	104,314.8600	104,314.86

TAX EXEMPTION NO. **22-6002013**

PO Total 104,314.86

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

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



CITY OF JERSEY CITY
 394 CENTRAL AVE.
 2ND FLOOR
 JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
116957

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

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

REQUISITION # **0169973**
 BUYER **STATECONT**

DATE	VENDOR NO
04/24/2015	JO395330

VENDOR INFORMATION

JOHNSTON COMMUNICATIONS
 322 BELLEVILLE TURNPIKE
 NORTH ARLINGTON NJ 07031

DELIVER TO
PUBLIC SAFETY COMM. CENTER
 73 - 85 BISHOP STREET
 JERSEY CITY NJ 07304

BILL TO
PUBLIC SAFETY COMM. CENTER
 73 - 85 BISHOP STREET
 JERSEY CITY NJ 07304

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
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X _____
 VENDOR SIGN HERE

 OFFICIAL POSITION

 DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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 TITLE OR POSITION

 DATE

 APPROVED BY THE PURCHASING AGENT

 DATE

 APPROVED BY ACCOUNTS & CONTROL

 DATE

Original Copy

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

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Dept. Bill To
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET
JERSEY CITY NJ 07304

Sc

Dept. Ship To
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET
JERSEY CITY NJ 07304

Contact Info
Robert A. Baker, Sr.
0000000000

Requisition #

0169973

Assigned PO #

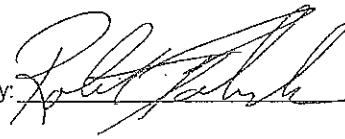
Vendor
JOHNSTON COMMUNICATIONS
322 BELLEVILLE TURNPIKE
NORTH ARLINGTON NJ 07031

JO395330

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	AVAYA PHONE SYS AVAYA PHONE SYSTEM FOR FIRE DEPARTMENT STATE CONTRACT T-1316 CONTRACT 80802	04-215-55-960-990	104,314.86	104,314.86

Requisition Total 104,314.86

Req. Date: 04/22/2015
Requested By: RBAKER
Buyer Id:

Approved By:  4/22/15

This Is Not A Purchase Order

Johnston Communications Voice & Data

Phone: 800-437-9828
 Fax: 201-428-2019
 P.O. Box 390
 Kearny, NJ 07032

Req # 0169973

Quote

No.: **4029**
 Date: **4/2/2015**

Prepared for:
 John E. Tkaczyk
 City of Jersey City
 1 Journal Square Plaza
 Jersey City, NJ 07306

Prepared by: Steven Mullen
 Account No.: 1355

Quantity	Item ID	Description	UOM	Sell	Total
New Jersey State Contract T-1316 Contract 80802					
1	DELL-R220	Dell-Server Rack Mount Model, Server 2008, PowerEdge R220	EA	\$4,040.57	\$4,040.57
2	700504556	IP500v2 COMBO CARD ATM V2	EA	\$336.00	\$672.00
1	700417462	IPO IP500 TRNK PRI UNVRSL DUAL	EA	\$890.40	\$890.40
1	700289770	Power Lead for IP500 Power cord ac for IP500 shelf	EA	\$10.08	\$10.08
1	700429202	IPO 500 Rack Mounting Kit IPO/B5800 IP500 RACK MNTG KIT 1 per shelf	EA	\$33.60	\$33.60
1	700479710	IPO IP500 V2 SYS SD CARD MUL Basic Software Card for IP Office 100 usres maximum 2 and 3 digit station numbers	EA	\$28.00	\$28.00
10	700213440	IP400 Cable, ISDN 3M Red ethernet cable	EA	\$2.69	\$26.90
1	700476005	IPO IP500 V2 CNTRL UNIT IP Office 500 V2 KSU	EA	\$364.00	\$364.00
1	700504031	IPO IP500 MC VCM 32 V2	EA	\$98.00	\$98.00
1	700504032	IPO IP500 MC VCM 64 V2	EA	\$196.00	\$196.00
150	700289770	Power Lead Power cord ac for IP500 shelf	EA	\$10.08	\$1,512.00
10	700289770	Power Lead Power cord ac for IP500 shelf	EA	\$10.08	\$100.80
1	275640	IPO R9 IP500 T1 ADD 32CH ADI LIC	EA	\$1,540.00	\$1,540.00
2	275619	IPO R9 AV IP ENDPT 5 ADI LIC	EA	\$215.60	\$431.20
1	339091	IPO R9.x AV IP ENDPT 50 ADI LIC	EA	\$2,226.00	\$2,226.00
1	339092	IPO R9.x AV IP ENDPT 100 ADI LIC	EA	\$4,452.00	\$4,452.00
3	275642	IPO R9 IP500 VCE NTWK 4 ADI LIC	EA	\$389.20	\$1,167.60
1	339096	IPO R9.1 ESSNTL ED ADI LIC	EA	\$294.00	\$294.00
1	339098	IPO R9.1 PREFRD VM PRO ADI LIC	EA	\$1,131.20	\$1,131.20
1	275673	IPO R9 VM PRO 8 ADI LIC	EA	\$4,020.80	\$4,020.80
140	700504844	IP PHONE 9608	EA	\$187.04	\$26,185.60
140	700383326	96XX RPLCMNT LINE CORD	EA	\$4.48	\$627.20
40	700383375	9608, 9611 WALL MOUNT	EA	\$11.20	\$448.00

Req # 0169973

Quote
No.: 4029
Date: 4/2/2015

Quantity	Item ID	Description	UOM	Sell	Total
10	700504845	IP PHONE 9611G	EA	\$258.16	\$2,581.60
10	700383326	96XX RPLCMNT LINE CORD	EA	\$4.48	\$44.80
150	700500725	IP PHONE SNGL PT POE INJCTR	EA	\$21.28	\$3,192.00
10	700480643	BUTTON MOD 12B	EA	\$100.80	\$1,008.00
10	700500725	IP PHONE SNGL PT POE INJCTR	EA	\$21.28	\$212.80
1	271632T	IPO C/D RTS 8X5 - 500 V2 1YPP	EA	\$247.20	\$247.20
1	700508797	IP OFFICE R9.1 USER/ADMIN DVD	EA	\$11.76	\$11.76
150	PC568BC6BK-003	CAT6 BLACK 3FT PATCH CORD	EA	\$5.75	\$862.50
1	SMART1500RM2U	1500VA RACK MOUNT 2U BATTERY UPS - TRIPPLITE	EA	\$976.25	\$976.25
1	SD-CARD-8GB	SD CARD 8GB	EA	\$30.00	\$30.00
14	OR-404TJ2	SURFACE MOUNT BOX TRAC JACK	EA	\$7.50	\$105.00
14	OR-TJ600	CAT 6 TRAC	EA	\$10.50	\$147.00
4,000	10032094	CAT 6 BLUE LANMARK 1000 - BERKTEK	FT	\$0.60	\$2,400.00
80.00	NJ State Contract Labor	NJ State Contract Labor 14 Cable Runs 250ft each	HR	\$175.00	\$14,000.00
160.00	NJ State Contract Labor	NJ State Contract Labor	HR	\$175.00	\$28,000.00

Your Price: \$104,314.86

Total: \$104,314.86

Prices are firm until 5/31/2015 Terms: Net 30

Prepared by: Steven Mullen, stevenm@johnstoncom.com

Date: 4/2/2015

Accepted by: _____

Date: _____

Disclaimer

All prices quoted are valid for 30 business days. Please fax signed quote to 201-428-2015 or email to sales@johnstoncom.com, or your Sales Representative, so that your order can be placed. Thank you for your business.



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC SAFETY

PUBLIC SAFETY | 465 MARIN BOULEVARD | JERSEY CITY, NJ 07302
P: 201 547 4239 | F: 201 547 5298



MEMORANDUM

To: Philip Zacco, Chief of Police
Darren Rivers, Chief of Fire

From: James R. Shea *JRS*
Director

Date: April 28, 2015

Re: Acting Director, Public Safety Communications

Effective on Tuesday, April 28, 2015, at 1600 hours, Robert Baker Sr. will be assigned as the Acting Director of Public Safety Communications.

Please make the necessary notifications.

c: Jérôme A. Cala, Assistant Director
Robert Baker, Sr., Acting Director Communications
Greg Kierce, OEM Coordinator
Mary Paretti, Director, Parking Enforcement

Patricia Vega

From: Robert A. Baker Sr [RBakerSr@NJJCPS.ORG]
Sent: Thursday, April 23, 2015 8:48 AM
To: Patricia Vega
Cc: Jerome Cala
Subject: Phone System for Fire Dept.

Pat

You will see this shortly with the backup. This is a new system for the entire Fire Dept. Going forward, I will be using this company to maintain the AVAYA system for all of Public Safety. VIPER will only be covering the part that ties into the 911 system.

RESOLUTION AUTHORIZING A CONTRACT WITH JOHNSTON COMMUNICATIONS VOICE & DATA FOR PROVIDING AN AVAYA TELEPHONE SYSTEM FOR THE DEPARTMENT OF PUBLIC SAFETY(FIRE) UNDER STATE CONTRACT

Thanks
Bob



Robert A. Baker, Sr.,BS, MBA, CFE, DRCC
Fiscal & Operations Officer
Public Safety Communications & Technology Center
73-85 Bishop St.
Jersey City, NJ 07304
Office: 201-547-5449
Fax: 201-547-5214
Cell: 201-668-1304

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

Patricia Vega

From: Steven Mullen [stevenm@johnstoncom.com]
Sent: Wednesday, April 29, 2015 11:31 AM
To: Patricia Vega
Cc: Jessica Landi
Subject: RE: Quote 4029 - Avaya Phone System

Patricia

Please refer to the following:

NJ State Contract T1316

Avaya Inc. Contract Number 80802

Line # 00001 Comm Code: 883-80-057371

Description:

ITEM DESCRIPTION:
HYBRID PBX SYSTEM - PRICING SCHEDULE A

Please call me with any questions.

Best regards,

Steven S. Mullen
Executive VP
D-201 428-2010
C-201 978-7254

From: Patricia Vega [mailto:VegaP@jcnj.org]
Sent: Tuesday, April 28, 2015 4:29 PM
To: Steven Mullen
Subject: Quote 4029 - Avaya Phone System

Hi Steven,

Is this under line 6 of the state contract?

Thank you

Patricia M Vega
Principal Buyer, RPP0, RPPS
Division of Purchasing
394 Central Avenue, 2nd Fl.
Jersey City, NJ 07307

Governor Chris Christie • Lt. Governor Kim Guadagno



State of New Jersey
Department of the Treasury

Division of Purchase and Property

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TERM CONTRACT SEARCH BY TNUMBER

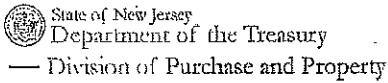
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T-Number	Title	Vendor	Contract #
T1316 11-x -21415	TELECOMMUNICATIONS EQUIPMENT & SERVICES	AVAYA INC	80802
TOP			



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

**T-1316
TELECOMMUNICATIONS EQUIPMENT & SERVICES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JAMES E STRYPE

Avaya

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

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- [State Contract Manager Adobe PDF \(8 kb\)](#)
- [Method of Operation Adobe PDF \(55 kb\)](#)
- [Vendor Pricing Link](#)
- [Amendment #1 - Additional Distributors Adobe PDF \(19 kb\)](#)
- [Amendment #2 - Additional Distributors Adobe PDF \(21 kb\)](#)
- [Amendment #3 - Additional Distributors Adobe PDF \(19 kb\)](#)
- [Amendment #4 - Additional Distributors Adobe PDF \(17 kb\)](#)
- [Amendment #5 - Additional Distributors Adobe PDF \(21 kb\)](#)
- [Amendment #6 - Additional Distributors Adobe PDF \(21 kb\)](#)
- [Amendment #7 - Additional Distributors Adobe PDF](#)

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NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-1316
Contract #:	VARIOUS
Contract Period:	FROM: 02/01/12 TO: 01/31/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	21415
Bid Open Date:	01/06/11
CID #:	1038483

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	AV BUSINESS COMMUNICATIONS LLC 200 W SOMERDALE RD/STE D VOORHEES, NJ 08043
Contact Person:	GINNY NIMS
Contact Phone:	856-428-7227
Order Fax:	856-428-1717
Contract#:	80806
Expiration Date:	01/31/17
Terms:	1% 15 NET 30
Delivery:	10 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	YES
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	AVAYA INC 161 CLIVEDEN DR NEW TOWN, PA 18940
Contact Person:	MICHAEL MCANDREWS
Contact Phone:	908-696-5587
Order Fax:	908-696-5587
Contract#:	80802
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
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:	DIRAD TECHNOLOGIES INC 9 CORPORATE DR CLIFTON PARK, NY 12065
Contact Person:	JOHN MICHNE
Contact Phone:	800-778-2927
Order Fax:	518-458-2782
Contract#:	80812
Expiration Date:	01/31/17
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	EXTEL COMMUNICATIONS INC 830 BELMONT AVE NORTH HALEDON, NJ 07508
Contact Person:	THOMAS M RICHE
Contact Phone:	973-427-3900
Order Fax:	973-427-0008
Contract#:	80807
Expiration Date:	01/31/17
Terms:	NONE

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 80801	Title: TELECOMMUNICATIONS EQUIPMENT & SERVICES
Dealer/Distributor Name & Address:	COMTEC SYSTEMS INC 2658 NORTHW EST BLVD VINELAND NJ 08360
Contact Person:	BARBARA A ROBINSON
Contact Phone:	856-691-5111-1153
Dealer/Distributor Name & Address:	EXTEL COMMUNICATIONS INC 830 BELMONT AVE NORTH HALEDON NJ 07508
Contact Person:	THOMAS M RICHE
Contact Phone:	973-427-3900
Dealer/Distributor Name & Address:	NU VISION TECHNOLOGIES DBA BLACK BOX NETWORK SERVICES 6000 NEW HORIZONS BLVD AMTENVILLE NY 11701
Contact Person:	CHRISTINA ALLEN
Contact Phone:	631-841-5245
Dealer/Distributor Name & Address:	RFP SOLUTIONS INC 10-F GREENWOOD AVE WOODBURY NJ 08096
Contact Person:	PAUL DONAHUE
Contact Phone:	856-686-0888
Contract#: 80802	Title: TELECOMMUNICATIONS EQUIPMENT & SERVICES
Dealer/Distributor Name & Address:	ALTURA COMMUNICATIONS SOLUTION 7 REUTEN DRIVE BUILDING B - UNIT E CLOSTER NJ 07624
Contact Person:	TONY CLEMENTE
Contact Phone:	917-699-6852
Dealer/Distributor Name & Address:	CAROUSEL INDUSTRIES OF NORTH AMERICA INC 3220 TILLMAN DRIVE SUITE 118 BENSALEM PA 19020
Contact Person:	MICHAEL BARNETT
Contact Phone:	267-223-2608
Dealer/Distributor Name & Address:	DJT TECHNOLOGIES 3116 EXPRESSWAY DRIVE SOUTH ISLANDIA NY 11749
Contact Person:	RICH KEARNEY
Contact Phone:	631-963-4526
Dealer/Distributor Name & Address:	E COMM TECHNOLOGIES INC SUITE 8 11 MELANIE LANE EAST HANOVER NJ 07936
Contact Person:	SUSAN KOLSBY
Contact Phone:	973-503-5808
Dealer/Distributor Name & Address:	JOHNSTON G P INC JOHNSTON COMMUNICATIONS 322 BELLEVILLE TURNPIKE NORTH ARLINGTON NJ 07031
Contact Person:	PHILIP G JOHNSTON
Contact Phone:	201-428-2025
Dealer/Distributor Name & Address:	NACR NW 5806 246 INDUSTRIALWAY WEST EATONTOWN NJ 07724
Contact Person:	DEBRA L MULLEN
Contact Phone:	732-410-2265

		EST QUANTITY	UNIT	% DISCOUNT	
00028	COMM CODE: 915-79-077354 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: TRAINING - SCHEDULE L DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 915-79-077355 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: PROJECT ENGINEERING, PROJECT MANAGEMENT, SITE MANAGEMENT SERVICE - SCHEDULE M DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 915-79-077361 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE -ALL INCLUSIVE ON-SITE: SCHEDULE G DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-79-077362 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE DEPOT SCHEDULE H DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 915-79-077363 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE TIME & MATERIAL ON-SITE - SCHEDULE I DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 936-84-079486 [EQUIPMENT MAINTENANCE AND REPAIR ...] ITEM DESCRIPTION: HOURLY LABOR RATES - SCHEDULE X DELIVERY: 10 DAYS ARO	1.000	HOUR	NET	N/A
Vendor: AVAYA INC		Contract Number: 80802			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00001	COMM CODE: 883-80-057371 [VOICE RESPONSE SYSTEMS] ITEM DESCRIPTION: HYBRID PBX SYSTEM - PRICING SCHEDULE A DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 725-56-057368 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: ELECTRONIC KEY TELEPHONE SYSTEM - SCHEDULE B DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 725-55-077344 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: AUDIO CONFERENCING SYSTEM - SCHEDULE D DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 939-72-057350 [EQUIPMENT MAINTENANCE AND REPAIR ...] ITEM DESCRIPTION: AVAYA - MAINTENANCE, MOVES, CHANGES, UPGRADES AND ADD-ON TO EXISTING SYSTEMS BRAND: AVAYA DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00023	COMM CODE: 915-79-077359 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: VOICE MAIL SERVICE - SCHEDULE Q DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 725-55-077350 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: UPS - PRICING ON SCHEDULE F DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-79-077352 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: TECHNICAL SUPPORT SERVICE SCHEDULE J	1.000	HOUR	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
	DELIVERY: 10 DAYS ARO				
00028	COMM CODE: 915-79-077354 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: TRAINING - SCHEDULE L DELIVERY: 10 DAYS ARO	1.000	HOURL	NET	N/A
	DELIVERY: 10 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 915-79-077355 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: PROJECT ENGINEERING, PROJECT MANAGEMENT, SITE MANAGEMENT SERVICE - SCHEDULE M DELIVERY: 10 DAYS ARO	1.000	HOURL	NET	N/A
	DELIVERY: 10 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 915-79-077361 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE -ALL INCLUSIVE ON-SITE: SCHEDULE G DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
	DELIVERY: 10 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-79-077362 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE DEPOT SCHEDULE H DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
	DELIVERY: 10 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 915-79-077363 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: POST-WARRANTY MAINTENANCE TIME & MATERIAL ON-SITE - SCHEDULE I DELIVERY: 10 DAYS ARO	1.000	LOT	NET	N/A
	DELIVERY: 10 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 915-79-079485 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: ACD SERVICE - SCHEDULE W	1.000	LOT	NET	N/A
	DELIVERY: 10 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00034	COMM CODE: 936-84-079486 [EQUIPMENT MAINTENANCE	1.000	HOURL	NET	N/A

Method of Operation

T1316

Telecommunications Equipment & Services

1.0 Purpose and Intent

The purpose of this contract is to enable the procurement of telephones, telephone systems and products, and telephone services by all State agencies and Cooperative Purchasing Partners.

The State has awarded vendor contracts as posted on the Division of Purchase & Property webpage for contract T1316 Telecommunications Equipment & Services found at: http://www.state.nj.us/treasury/purchase/noa/contracts/t1316_11-x-21415.shtml and in Attachment 1 of this Method of Operation.

The posted vendors selected for Hybrid PBX Systems (Price Line 00001), Electronic Key Telephone Systems (Price Line 00002) and Audio Conferencing Systems (Price Line 00004):

- Must be the Original Equipment Manufacturer (OEM) of the products it is awarded to furnish in these categories.
- The OEM can add and remove dealers/distributors at any time during its contract, but the total per Price Line award shall not exceed ten (10) dealers or distributors at any time, one of which must be a small business.

The labor portion of contract T1316 is restricted to the purchase of the contract equipment awarded and/or labor to add on to existing systems/equipment which the vendor has under contract. Awards under this contract are not for labor or wiring only. Contract vendors may supply new cabling as part of a complete telephone system purchase and installation.

Cooperative Purchasing Partners: While the State of New Jersey makes this contracting vehicle available to county, local and quasi-governmental agencies, each Cooperative Purchasing Partner should make its own determination whether using this contracting vehicle is consistent with its procurement policies, rules and regulations.

2.0 Contract Term

The contract term for this contract is five (5) years with two one-year extension renewal options, effective February 1, 2012.

3.0 Method of Operation

Contract users shall obtain product and service quotes from vendors by utilizing the "Vendor Information" or "Authorized Dealer/Distributors" contacts posted on the Division of Purchase & Property, Purchase Bureau webpage for contract T1316 Telecommunications Equipment & Services found at:

http://www.state.nj.us/treasury/purchase/noa/contracts/t1316_11-x-21415.shtml

Vendors will not place an order or place in service any type of equipment or facility, which would result in charges to the Using Agency without a written order from the Using Agency.

Vendors are required to provide contract users with:

1. A written proposal with the following information
 - Detailed description of the products and services being offered and the benefits they will provide to the using agency
 - A detailed comparison showing the current cost and the savings to be gained with the proposed products
 - A clear and concise quote including the following information
 - a. The unique identification code assigned to each item (Part Number)
 - b. A list of each item quoted - description
 - c. The quantity of items quoted.
 - d. The manufacturer's list price
 - e. The State's percent discount
 - f. The State's discount list price
 - g. Other discounts as appropriate (Large PO Discount, Annual Equipment Sales Spend Discount, etc.)
 - h. Total Extended Price
2. Vendor Information- vendor's name, contact person, contact phone number, contract number date of quote, quote number
3. If requested, a photocopy of the page from the vendor's original bid proposal detailing the item or service. If an item has been added to the contract after the original bid submission, the vendor shall provide contract users with a photocopy of the Letter of Authorization from the Purchase Bureau verifying approval of the addition/substitution with the vendor's letter requesting the addition/substitution and any attachments specifying the item or items to be added.

Note: Vendor(s) shall comply with procedural instructions that may be issued from time to time by the Director of the Division of Purchase and Property.

Note: During the period of contract, no change is permitted in any of its conditions and specifications, unless the vendor receives written approval from the Director of the Division of Purchase and Property.

4.0 State Agency Review and Approval Process

1. The Agency will follow its own internal review and approval process prior to submitting to the Office of Information Technology (OIT). The Agency will typically consult with OIT during the preliminary planning process.
2. Agency will then submit their Procurement Requisition to OIT for review and approval.
3. All Telecommunications procurements are reviewed and approved by the State Contract Manager
4. There are multiple levels of approval within OIT and Treasury, Office of Management & Budget (OMB) with final approval coming from the Chief Technical Officer (CTO)/Chief Information Officer (CIO) office.

Attachment 1

Product Category	Price Line	Awardee	Awardee	Awardee
Hybrid Private Branch Exchange (PBX) Systems	Price Line 00001	Avaya	NEC	Unify (originally Siemens)
Electronic Key Telephone Systems (EKTS)	Price Line 00002	Avaya	NEC	Samsung
ISDN Products	Price Line 00003	No Award - No Bids Received	No Award - No Bids Received	No Award - No Bids Received
Audio Conferencing Systems	Price Line 00004	Alcatel	Avaya	NEC
Analog Terminal Equipment	Price Line 00005	Mitel		

Product Category	Price Line	Awardee
Brand: Avaya	Price Line 00006	Avaya (OEM Award)
Brand: Comdial	Price Line 00007	No Award - No Bids Received
Brand: Intertel	Price Line 00008	Mitel
Brand: Iwatsu	Price Line 00009	Av Business
Brand: Mitel	Price Line 00010	Mitel
Brand: NEC	Price Line 00011	NEC (OEM Award)
Brand: Nortel/Avaya	Price Line 00012	"Intentionally Blank"
Brand: Polycom Soundstation	Price Line 00013	No Award - No Bids Received
Brand: SEI	Price Line 00014	Extel
Brand: Siemens (Rolm)	Price Line 00015	Unify (originally Siemens)
Brand: Tone Commander	Price Line 00016	Extel
Brand: Toshiba	Price Line 00017	Extel
Brand: Tadiran/Sprint	Price Line 00018	No Award - No Bids Received

Brand: Vodavi	Price Line 00019	Vertical
---------------	------------------	----------

Service Category	Price Line	Awardee	Awardee	Awardee
Refurbishment of Telephone Sets	Price Line 00020	Optus (A)	Extel (B)	Extel (C)
Hosted Interactive Voice Response (IVR) System Service	Price Line 00021	AT&T	Dirad	Verizon
Hosted Outbound Notification Service	Price Line 00022	AT&T		
Hosted Voicemail Service	Price Line 00023	Avaya	Verizon	
Hosted Teleconferencing Service	Price Line 00024	AT&T	Verizon	
See PL00033 for Hosted ACD Service				
UPS	Price Line 00025	Av Business	Avaya	Extel
UPS	Price Line 00025	Mitel	NEC	Vertical
Technical Support	Price Line 00026	Alcatel	Av Business	Avaya
Technical Support	Price Line 00026		Extel	Samsung
Technical Support	Price Line 00026	Mitel	NEC	Unify (originally Siemens)
Technical Support	Price Line 00026	Vertical		
Dedicated Service Technician	Price Line 00027	Alcatel	Extel	Samsung
Dedicated Service Technician	Price Line 00027	Mitel	NEC	Unify (originally Siemens)
Dedicated Service	Price Line 00027	Vertical		

Technician				
Training	Price Line 00028	Alcatel	Av Business	Avaya
Training	Price Line 00028	Extel	Samsung	Mitel
Training	Price Line 00028	NEC	Unify (originally Siemens)	Vertical
Project Engineering, Project Management and Site Service Management	Price Line 00029	Alcatel	Av Business	Avaya
Project Engineering, Project Management and Site Service Management	Price Line 00029	Extel	Samsung	Mitel
Project Engineering, Project Management and Site Service Management	Price Line 00029	NEC	Unify (originally Siemens)	
Project Engineering, Project Management and Site Service Management	Price Line 00029	Vertical		
Post-Warranty Maintenance – All Inclusive On-Site	Price Line 00030	Alcatel	Av Business	Avaya
Post-Warranty Maintenance – All Inclusive On-Site	Price Line 00030	Extel	Samsung	Mitel
Post-Warranty Maintenance – All Inclusive On-Site	Price Line 00030	NEC	Unify (originally Siemens)	Vertical
Post-Warranty Maintenance – Depot	Price Line 00031	Alcatel	Av Business	Avaya
Post-Warranty Maintenance – Depot	Price Line 00031	Extel	Samsung	NEC
Post-Warranty Maintenance – Depot	Price Line 00031	Unify (originally Siemens)		

Post-Warranty Maintenance – Depot	Price Line 00031	Vertical		
Post-Warranty Maintenance – Time & Material	Price Line 00032	Alcatel	Av Business	Avaya
Post-Warranty Maintenance – Time & Material	Price Line 00032	Extel	Samsung	Mitel
Post-Warranty Maintenance – Time & Material	Price Line 00032	NEC	Unify (originally Siemens)	Vertical
Hosted Automatic Call Distribution (ACD) Service	Price Line 00033	Verizon	Avaya	
Hourly Labor Rates	Price Line 00034	Alcatel	Av Business	Avaya
Hourly Labor Rates	Price Line 00034	Extel	Samsung	Mitel
Hourly Labor Rates	Price Line 00034	NEC	Unify (originally Siemens)	Vertical

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

City Clerk File No. Res. 15.333

Agenda No. 10.Z.6

Approved: MAY 13 2015

TITLE:



RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR SECOND CHANCE BALLISTIC VESTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY/POLICE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Public Safety (Police) is in need of **Ballistic Vests Body Armor** worn by Police Officers, that help to absorb the impact from firearm-fired projectiles; and

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

WHEREAS, Atlantic Tactical of New Jersey, 763 Corporate Circle, New Cumberland, Pennsylvania 17070 is in possession of State Contract No. A82102, submitted a proposal in the amount of \$40,200.00 for Ballistic Vests; and

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

Account	P.O. #	State Contract	Total Contract
02-213-40-414-314	116817	A82102	\$40,200.00

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 Atlantic Tactical of New Jersey for Ballistic Vests Body Armor for the Department of Public Safety (Police).
2. The total contract amount is \$40,200.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment 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.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 15.333

Agenda No. 10.Z.6 **MAY 13 2015**

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR SECOND CHANCE BALLISTIC VESTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY/POLICE

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
02-213-40-414-314	116817	A82102	\$40,200.00

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

April 8, 2015
Date

PF/pv
4/8/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5.13.15</u>											
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.
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 FOR THE JERSEY CITY POLICE DEPARTMENT TO PURCHASE GRANT FUNDED BODY ARMOR

Project Manager

Department/Division	Public Safety	
Name/Title	Sgt Jaelyn Marcazo	
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 will be purchasing body armor for sworn police personnel from Atlantic Tactical who is under State Contract A82102. The purchase of \$40,200.00 for 60 Vests will be funded 100% by the FY 2014 Body Armor Replacement fund.

Cost (Identify all sources and amounts)

\$40,200.00

Contract term (include all proposed renewals)

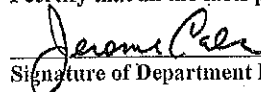
Purchase Order needs to be submitted to Vendor by April 30, 2015.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/14/15
Date



CITY OF JERSEY CITY
 394 CENTRAL AVE.
 2ND FLOOR
 JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
116817

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKS, BIDDING PAPERS AND PACKAGES

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

REQUISITION # **0169758**
 BUYER **STATECONT**

DATE	VENDOR NO
04/08/2015	AT041560MV

DELIVER TO
 POLICE DEPARTMENT
 1 JOURNAL SQ PLAZA
 4TH FLOOR
 JERSEY CITY NJ 07306

VENDOR INFORMATION

ATLANTIC TACTICAL OF NJ
 763 CORPORATE CIRCLE

 NEW CUMBERLAND PA 17070

BILL TO
 POLICE DEPARTMENT
 1 JOURNAL SQ PLAZA
 4TH FLOOR
 JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
60.00	EA	D70-NV-APX SECOND CHANCE MONARCH MR01 SHOOTER'S CUT LEVEL IIIA BALLISTIC VEST, W/SOFT TRAUMA PAC, COLOR NAVY, INCLUDING AN EXTRA CARRIER, ITEM 19X-NV-0 COST INCLUDES S/H QUOTE: SQ90120850 T-0106: POLICE & HOMELAND SECURITY EQUIPMENT & SUPPLIES LINE: 00009, COMM CODE: 680-08-082337. SC RESO _____, APPROVED _____	02-213-40-414-314	670.0000	40,200.00

TAX EXEMPTION NO. **22-6002013**

PO Total 40,200.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

Original Copy

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

CITY OF JERSEY CITY

Requisition #

0169758

Assigned PO #

Requisition

Vendor
ATLANTIC TACTICAL OF NJ
763 CORPORATE CIRCLE
NEW CUMBERLAND PA 17070

Dept. Bill To
POLICE DEPARTMENT
1 JOURNAL SQ PLAZA
4TH FLOOR
JERSEY CITY NJ 07306

Dept. Ship To

AT041560MV

Contact Info
JACLYN MARCAZO X 4736
2015474736

Quantity	UOM	Description	Account	Unit Price	Total
60.00	EA	D70-NV-APX SECOND CHANGE MONARCH MR01 SHOOTER'S CUT LEVEL IIIA BALLISTIC VEST, W/SOFT TRAUMA PAC, COLOR NAVY, INCLUDING AN EXTRA CARRIER, ITEM 19X-NV-0 COST INCLUDES S/H QUOTE: SQ90120850 T-0106: POLICE & HOMELAND SECURITY EQUIPMENT & SUPPLIES LINE: 00009, COMM CODE: 680-08-082337 SC RESO _____, APPROVED _____	0221340414314	670.00	40,200.00

Requisition Total 40,200.00

Req. Date: 03/27/2015

Requested By: EGIBBS

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

Patricia Vega

From: Patricia Vega
Sent: Thursday, April 09, 2015 4:08 PM
To: Jerome Cala
Cc: 'Janis Feuchack'; 'Jaclyn Marcazo'
Subject: Reso fact sheet for Ballistic Vests Reso
Attachments: Contract Award Fact Sheet - New.pdf; vests.pdf

Importance: High

Good Afternoon Director,

Please prep, sign and return the fact sheet before Monday 4/13. This will go on the council meeting of 4/22/15.

Thank you!



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ATLANTIC TACTICAL INC
Trade Name:
Address: 763 CORPORATE CIRCLE
NEW CUMBERLAND, PA 17070
Certificate Number: 1113866
Effective Date: January 05, 2012
Date of Issuance: April 06, 2015

For Office Use Only:
20150406112726456

0169758

JERSEY CITY POLICE DEPARTMENT
REQUISITION REQUEST FORM



DATE: March 25, 2015

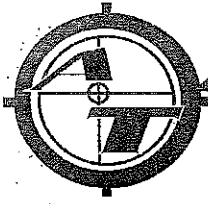
Account No.: 02-213-40-414-314
Body Armor Replacement Fund 2014

Body Armor is to be ordered and delivered to the Grants Unit to be dispersed to sworn personnel.

Item	Quantity	Unit Price	Description	Total
1	60	\$670.00	Second Chance Monarch MR01 Shooter's Cut Level IIIA Ballistic Vest, with soft trauma pac, color navy, including an extra carrier in price	\$40,200.00
			Price includes shipping and handling and there is no tax	
			Total Amount	\$40,200.00

Requested by: Sgt. Jaelyn Marcano *JM*
 Comments: Vendor Info: Atlantic Tactical - State Contract # A82102
 Contact: Rich Slack 1-732-377-3297

APPROVED BY:
 Chief of Police: *DE [Signature]*
 Public Safety Director: *Jerome [Signature]*



**ATLANTIC
TACTICAL™**
OUTFITTING AMERICA'S HEROES
 14 Worlds Fair Drive, Somerset NJ 08873
 732-377-3297 • FAX 732-537-0007



SALES QUOTE

SQ-90120850

3/20/2015



REMIT TO: 763 Corporate Circle, New Cumberland, PA 17070

Customer		Contact		Ship To			
Jersey City PD City of Jersey City 1 Journal Square Plaza 4th Floor JERSEY CITY NJ 07306 Tel: (201)-547-5413, (201)-547-5769				Jersey City PD 1 Journal Square Plaza 4th Floor JERSEY CITY NJ 07306 Tel: (201)-547-5432			
Account	Terms	Due Date	Account Rep	Schedule Date			
203699	Voucher	4/19/2015	Rich Slack	3/20/2015			
Quotation	PO #	Reference	Ship VIA	Page	Printed		
SQ-90120850		Body Armor	FDX G Ground	1	3/25/2015 1:11:57 PM		
Item	Description	Qty	Price	UM	Discount	Amount	
1	Sgt. Jaclyn Marcazo JMarcazo@NJJCPS.ORG						
2							
3	D70-NV-APX Second Chance Monarch MR01 Male Shooter's Cut Level IIIA Ve- COLOR:Navy CARRIER APEX	60	\$670.00	EA		\$40,200.00	
4	19X-NV-0 Second Chance Extra Apex2 Carrier - COLOR:Navy . . .	60	\$0.00	EA		\$0.00	
5							
6	SH SHIPPING/HANDLING - NONE	1	\$0.00	EA		\$0.00	
7	**Pricing below NJ State Contract A82102*						
8							
9	NOTE: Quoted prices note valid after 04-30-2015						
10							
11	NOTE: All Sizing must be completed prior to 9-30-15						
Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have. Thank You Again,			Tax Details EXEMPT \$0.000		Taxable \$0.00		
			Payment Details 01/01/00 No Payment History		Total Tax \$0.00		
					Exempt \$40,200.00		
					Total \$40,200.00		
					Balance \$40,200.00		

Louis Strikowsky

From: Lori Franco [lfranco@atlantictactical.com]
Sent: Monday, April 06, 2015 3:41 PM
To: Louis Strikowsky
Cc: Rich Slack; JD Devine
Subject: Fw: STATE CONTRACT PRICING
Attachments: 2015_04_06_13_16_25.pdf; 90120850- Revised.pdf

Louis

As per our telephone conversation - please note that the official New Jersey State Contract price for the Second Chance Monarch MR01 IIIA vest with with two (2) APEX2 Carriers is \$690.30.

Note - the original sales quote package price was offered to you below contract at \$670.00

I've outlined to you the breakdown of the vest pricing under contract.

If I take the below vest pricing at NJSC \$619.50 vest price - \$59.00 for the SPA2 carrier (\$560.50) and add back the APEX2 carrier (\$625.40) plus the spare carrier that was included in the quote (\$690.30)

The price quoted was \$670.00 = the sales quote was \$20.30 below contract.

If you have any questions, please do not hesitate to contact us. Please let us know how your department will want to proceed.

Thank you.

Lori Franco
ATLANTIC TACTICAL | Contract Management Associate
763 Corporate Circle
New Cumberland, PA 17070
Office: (717) 774.3339
Toll Free: (800) 781-2677
Fax: (717) 774-4463
Cell: (717) 810-7146

New Cumberland, PA | Philadelphia, PA
Somerset, NJ | Queens, NY | Boston, MA

SCA-MR01-3A- M-SC	MONARCH MR01 Level IIIA, SPA2 Carrier & STP - Male Shooter's Cut	BA-3A00S- MR01	\$1,050.00 \$619.50
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CONCEALABLE CARRIERS

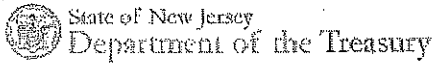
SCA-APX2	APEX2 Carrier \$110.00 \$64.90
SCA-SPA2	SPA2 Carrier \$100.00 \$59.00

Available Colors for All Second Chance APEX2 and SPA2 Carriers: Black, Navy, White, Tan, Brown, Gray and Olive

\$

From: Rich Slack
Sent: Monday, April 6, 2015 1:21 PM
To: Quotes Department
Subject: Fw: STATE CONTRACT PRICING

Lori
Plesse see below



— Division of Purchase and Property —

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

**T-0106
POLICE AND HOMELAND SECURITY EQUIPMENT
& SUPPLIES (SUPPLEMENTAL PROPOSAL)**

Vendor Information
By Vendor
RFP Documents
Email to JACKIE KEMERY

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

[Download All Documents](#)

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: 08/01/12 TO: 04/30/15
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22630
Bid Open Date:	06/13/12
CID #:	1040452

Commodity Code:	680-52
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

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

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

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

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

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

Questions, problems or complaints related to Cooperative Purchasing contact:

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

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

JACKIE KEMERY	PROCUREMENT SPECIALIST	609-984-6239
JACKIE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
ELIZABETH MACKAY	ASSISTANT DIRECTOR	609-292-6817
	PUB DATE:	08/13/14

VENDOR INFORMATION

Vendor Name & Address:	AJ ABRAMS CO INC 155 POST RD EAST PO BOX 5171 WESTPORT, CT 06880
Contact Person:	PAMELA H LOTHROP
Contact Phone:	800-842-3011
Order Fax:	203-226-8289
Contract#:	82107
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	21 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?	
Vendor Name & Address:	AMERICAN DIVING SUPPLY 1002 NEW ROAD NORTHFIELD, NJ 08225-1661
Contact Person:	TOM MADDOX
Contact Phone:	609-646-5090
Order Fax:	609-641-5762
Contract#:	82110
Expiration Date:	04/30/15
Terms:	.50% 10 NET 30
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:	ATLANTIC NUCLEAR CORP 100 WEYMOUTH STREET/ E1 ROCKLAND, MA 02370
Contact Person:	JOHN ANDERSON
Contact Phone:	800-878-9118
Order Fax:	781-878-3378
Contract#:	82105
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	4 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?	
Vendor Name & Address:	ATLANTIC TACTICAL INC 763 CORPORATE CIRCLE NEW CUMBERLAND, PA 17070
Contact Person:	SEAN M.CONVILLE
Contact Phone:	717-774-3339
Order Fax:	717-774-4463
Contract#:	82102
Expiration Date:	04/30/15
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:	BIOFIRE DIAGNOSTICS INC 390 WAKARA WAY SALT LAKE CITY, UT 84108
Contact Person:	CHRISSE FLOWERS
Contact Phone:	801-736-6354
Order Fax:	801-588-0507
Contract#:	82104
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	60 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:	GUARDIAN PROTECTIVE DEVICES INC 154 COOPER RD UNIT 703 W BERLIN, NJ 08091
Contact Person:	HERBERT SCHREIBER
Contact Phone:	856-753-5007
Order Fax:	856-753-1131

P/L DATED: 1/2012					
Vendor: ATLANTIC NUCLEAR CORP			Contract Number: 82105		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 257-31-082724 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: CBRNE DETECTION BRAND: LUDLAM P/L DATED: 6/5/2012	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 257-31-082731 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: CBRNE DETECTION BRAND: SAIC P/L DATED: 6/2012	1.000	EACH	4.00%	N/A
Vendor: ATLANTIC TACTICAL INC			Contract Number: 82102		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 680-12-021322 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: LEATHER/NYLON GOODS BRAND: SAFARILAND NYLOK AND LEATHER P/L DATED: 7/1/12	1.000	EACH	40.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 680-92-021412 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: RIOT CONTROL EQUIPMENT & SUPPLIES BRAND: MONADNOCK P/L DATED: 7/1/12	1.000	EACH	30.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 680-92-036467 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: RIOT CONTROL EQUIPMENT & SUPPLIES BRAND: PROTECH P/L DATED: 7/1/12	1.000	EACH	35.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 680-08-082339 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: PROTECH P/L DATED: 7/1/12	1.000	EACH	41.00%	N/A
		EST		%	

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY	UNIT	DISCOUNT	UNIT PRICE
00008	COMM CODE: 680-08-082336 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: SAFARILAND P/L DATED: 2013	1.000	EACH	41.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 680-08-082337 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: SECOND CHANCE P/L DATED: 2013	1.000	EACH	41.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 257-40-083956 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: PERSONAL PROTECTIVE CLOTHING & EQUIP. BRAND: SPA-SIMRAD P/L DATED: 1/2012	1.000	EACH	3.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 680-12-021322 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: LEATHER/NYLON GOODS BRAND: SAFARILAND NYLOK AND LEATHER PROMOTIONAL SPECIAL TO EXPIRE ON 9/30/14 AS PER AMENDMENT 92. DELIVERY: 30 DAYS ARO	1.000	EACH	NET	N/A
Vendor: BIOFIRE DIAGNOSTICS INC		Contract Number: 82104			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 257-31-082723 [DEFENSE SYSTEM AND HOMELAND SECURITY...] ITEM DESCRIPTION: CBRNE DETECTION BRAND: IDAHO TECHNOLOGY P/L DATED: 11/2010	1.000	EACH	5.00%	N/A
Vendor: GUARDIAN PROTECTIVE DEVICES INC		Contract Number: 82099			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 680-52-021267 [POLICE, PRISON AND SECURITY ACCESS...] ITEM DESCRIPTION: CHEMICAL AGENCY PROJECTILES BRAND: GUARDIAN SELF DEFENSE	1.000	EACH	NET	N/A

**** Budget Account ****

Fund	2	FEDERAL & STATE GRANT FND	Budget Amount	00
G/L	213	RES GRANTS APPROP	Revised Budget	67,981.00
Cafr	40	RES GRANTS APPROPRD	Beginning Balance	67,981.00
Subsidiary	414	BODY ARMOR REPL. FUND	Prior YTD Expended	00.
Line Item	314	CONTRACTUAL SERVICES	Curr. YTD Expended	00.
Sort Code	65	DEPARTMENT OF POLICE	Open Encumbered	67,670.00
Year/Period	2015 / 4	<input type="radio"/> View in Ascending Order <input checked="" type="radio"/> View in Descending Order	Ending Balance	311.00
Chg. Year/Period	/		<input type="button" value="New Acct"/> <input type="button" value="Previous >"/> <input type="button" value=" < Next"/>	

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

Cr	Per	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
Transaction details area								

Requisition #
0169758

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Assigned PO #

Requisition

Vendor
ATLANTIC TACTICAL OF NJ
763 CORPORATE CIRCLE
NEW CUMBERLAND PA 17070

Dept. Bill To
POLICE DEPARTMENT
1 JOURNAL SQ PLAZA
4TH FLOOR
JERSEY CITY NJ 07306

PO
4/2

Dept. Ship To
POLICE DEPARTMENT
1 JOURNAL SQ PLAZA
4TH FLOOR
JERSEY CITY NJ 07306

Contact Info
JACLYN MARCAZO X 4736
2015474736

AT041560MV

Quantity	UOM	Description	Account	Unit Price	Total
60.00	EA	BODY ARMOR SECOND CHANCE MONARCH MR01 MALE SHOOTER'S CUT LEVEL IIIA VEST COLOR NAVY CARRIER APEX	02-213-40-414-314	670.00	40,200.00
60.00	EA	BODY ARMOR SECOND CHANCE EXTRA APEX2 CARRIER COLOR NAVY	02-213-40-414-314	.00	.00
1.00	EA	BODY ARMOR SHIPPING/HANDLING NONE STATE CONTRACT A82102	02-213-40-414-314	.00	.00

40,511

Requisition Total 40,200.00

Req. Date: 03/27/2015
Requested By: EGIBBS
Buyer Id:

Approved By: Jawana Moody

This Is Not A Purchase Order

Patricia Vega

From: Jaclyn Marcazo [JMarcazo@NJJCPS.ORG]
Sent: Wednesday, April 08, 2015 1:14 PM
To: Patricia Vega
Subject: FW: Sales Quote 90120850 Jersey City PD
Attachments: SQ 90120850.pdf

Thanks Pat, see attached

Jackie

From: Angie Pacheco [<mailto:apacheco@atlantictactical.com>]
Sent: Wednesday, March 25, 2015 1:15 PM
To: Jaclyn Marcazo
Cc: Rich Slack
Subject: Sales Quote 90120850 Jersey City PD

Good afternoon

I have attached a copy of the sales quote that you requested. Please note that all sizing must be completed prior to September 30, 2015. Should you have any questions feel free to contact us.

Thank You and Have a Great Day

Angela Pacheco
ATLANTIC TACTICAL | Customer Service Representative
763 Corporate Circle
New Cumberland, PA 17070
Office: (717) 774-3339
Toll Free: (800) 781-2677

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

City Clerk File No. Res. 15.334

Agenda No. 10.Z.7

Approved: MAY 13 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GOLD TYPE BUSINESS MACHINE FOR THE REPLACEMENT OF COMPUTER EQUIPMENT AND HARDWARE STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the existing computer equipment and hardware in the Police CCTV Room suffered damages due to a burst of one of the water pipes. Replacing the existing computer equipment/hardware and relocating to the Communications Center is essential for proper and seamless CCTV operations; and

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

WHEREAS, Gold Type Business Machine, 351 Paterson Avenue, East Rutherford, New Jersey 07073 is in possession of State Contract No. A83904, submitted a proposal in the amount of \$43,850.00 to replace computer equipment/hardware and move from CCTV to the Communications Center; and

WHEREAS, funds are available for this contract in Public Safety (Police) Capital Account;

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	116958	A83904	\$43,850.00

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 Gold Type Business Machine for replacing computer equipment/hardware and relocating to the Police Communications Center.
2. The total contract amount is \$43,850.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment 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.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GOLD TYPE BUSINESS MACHINE FOR THE REPLACEMENT OF COMPUTER EQUIPMENT AND HARDWARE STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
04-215-55-960-990	116958	A83904	\$43,850.00

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

April 30, 2015
Date

PF/pv
4/30/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15											
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.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GOLD TYPE BUSINESS MACHINE FOR THE REPLACEMENT OF COMPUTER HARDWARE AND MONITORS. RELOCATION OF CCTV CONTROL ROOM TO COMMUNICATIONS THEATRE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (COMMUNICATIONS AND TECHNOLOGY)

Project Manager

Department/Division	Public Safety	Communications and Technology
Name/Title	Robert Baker, Sr.	Acting Director
Phone/email	201-547-5449	rbakersr@njcps.org

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

Contract Purpose

Replacement of failing monitors and computer hardware at 6 operator positions. Replacement of old & damaged video cubes with 4 30" wall monitors. Relocate CCTV Control Room into the Communications Center. This represents cost savings to the city in the amount of \$161,150.00 following original plan.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

\$43,850
Acct 04-215-55-960-990

Type of award

If "Other Exception", enter type

Additional Information

We are in possession of a quote to repair and update the CCTV Control Room for \$188,000. The existing room is far too small for the equipment that was housed at Central Ave. Additional cost to place the control room on the emergency backup power system was \$17,000. The existing room also had water pipes in the ceiling that was not only a threat but suffered damage when one of them burst.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/30/15
Date



CITY OF JERSEY CITY
 394 CENTRAL AVE.
 2ND FLOOR
 JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
116958

THIS NUMBER MUST APPEAR ON ALL INVOICES
 CORRESPONDENCE REGARDING THIS PURCHASE ORDER

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

REQUISITION # **0169954**
 BUYER **STATECONT**

DATE	VENDOR NO.
04/24/2015	GO237510

DELIVER TO
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET
JERSEY CITY NJ 07304

VENDOR INFORMATION

GOLD TYPE BUSINESS MACHINE
351 PATERSON AVENUE
PO BOX 305
EAST RUTHERFORD NJ 07073

BILL TO
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET
JERSEY CITY NJ 07304

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	CCTV UPGRADE RELOCATE/UPGRADE CCTV ROOM TO CONTROL CTR SUPPLY 5 CONSOLE POSITIONS W/NEW MONITORS & COMPUTERS, REMOVE EXISTING EQUIPMENT IN CURRENT CONSOLES & PLACE INTO STORAGE INCLUDES 4 WALL MONITORS, ALL LABOR & CABLES T-0109: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES LINE 00027, COMM CODE: 925-36-085646 SC A83904 QUOTE: GP-1126, DATED 4/13/15 BY GEORGE PETROPOULAKIS, 201.935.6090 SC RESO _____, APPROVED _____	04-215-55-960-990	43,850.0000	43,850.00

TAX EXEMPTION NO. **22-6002013**

PO Total 43,850.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

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

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Requisition #

0169954

Assigned PO #

Vendor
GOLD TYPE BUSINESS MACHINE
351 PATERSON AVENUE
PO BOX 305
EAST RUTHERFORD NJ 07073
GO237510

Dept. Bill To
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET

JERSEY CITY

Dept. Ship To
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET
JERSEY CITY NJ 07304

Contact Info
Robert Baker, Sr.
000000000.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	CCTV UPGRADE	0421555960990061	43,850.00	43,850.00
		RELOCATE/UPGRADE CCTV ROOM TO CONTROL CTR SUPPLY 5 CONSOLE POSITIONS W/NEW MONITORS & COMPUTERS, REMOVE EXISTING EQUIPMENT IN CURRENT CONSOLES & PLACE INTO STORAGE INCLUDES 4 WALL MONITORS, ALL LABOR & CABLES			
		T-0109; RADIO COMMUNICATION EQUIPMENT & ACCESSORIES			
		LINE 00027, COMM CODE: 925-36-085646			
		SC A83904			
		QUOTE: GP-1126, DATED 4/13/15			
		BY GEORGE PETROPOULAKIS, 201.935.5090			
		SC RESO _____, APPROVED _____			

Requisition Total 43,850.00

Req. Date: 04/21/2015

Requested By: RBAKER

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0067515 FOR GOLD TYPE BUSINESS MACHINES,
INC. IS VALID.




CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC SAFETY

PUBLIC SAFETY | 465 MARIN BOULEVARD | JERSEY CITY, NJ 07302
P: 201 547 4239 | F: 201 547 5298



MEMORANDUM

To: Philip Zacche, Chief of Police
Darren Rivers, Chief of Fire

From: James R. Shea 
Director

Date: April 28, 2015

Re: Acting Director, Public Safety Communications

Effective on Tuesday, April 28, 2015, at 1600 hours, Robert Baker Sr. will be assigned as the Acting Director of Public Safety Communications.

Please make the necessary notifications.

c: Jerome A. Cala, Assistant Director
Robert Baker, Sr., Acting Director Communications
Greg Kierce, OEM Coordinator
Mary Paretti, Director, Parking Enforcement

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Requisition #

0169954

Vendor
GOLD TYPE BUSINESS MACHINE
351 PATERSON AVENUE
PO BOX 305
EAST RUTHERFORD NJ 07073
GO237510

Dept. Bill To
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET
JERSEY CITY NJ 07304

Dept. Ship To
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET
JERSEY CITY NJ 07304

Contact Info
Robert Baker, Sr.
0000000000

SL
- 4.25

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	CCTV UPGRADE RELOCATION/UPGRADE OF CCTV ROOM TO CONTROL CENTER SUPPLY 5 CONSOLE POSITIONS WITH NEW MONITORS AND COMPUTERS, REMOVE EXISTING EQUIPMENT IN CURRENT CONSOLES AND PLACE INTO STORAGE. INCLUDES 4 WALL MONITORS ALL LABOR AND CABLES	04-215-55-960-990	43,850.00	43,850.00

STATE CONTRACT #83904

1
7

Requisition Total 43,850.00

Req. Date: 04/21/2015

Requested By: RBAKER

Buyer Id:

Approved By: Robert Baker 4/21/15

This Is Not A Purchase Order

Bill To:
Robert Baker
Jersey City Public Safety
Communications
73-85 Bishop Street
Jersey City, NJ 07305
Phone: 201-547-5997
Fax: 201-547-4352
Email:
RBakerSr@NJJCPS.ORG

Req # 0169954

Ship To:
Robert Baker
Jersey City Public Safety
Communications
73-85 Bishop Street
Jersey City, NJ 07305
Email:
RBakerSr@NJJCPS.ORG

Srl	Part Number	Description	Unit Price	Qty	Price
1	laborhr	Relocation of CCTV from first floor of Bishop Street to 2nd floor communications dispatch floor with five positions and a supervisor's position. Each position will be configured with eight monitors controlled by one pc. Supervisor's position to be configured with four monitors and 4 wall monitors. Removal of existing equipment in the current consoles and placed into storage. Work to be performed with minimal disruption to CCTV and the communications center operators.	\$ 43,850.00	1	\$ 43,850.00
				1 item(s)	
			Sub-Total		\$ 43,850.00
			Tax @ 0%		\$ 0.00
			Freight	as applicable	
			Total		\$ 43,850.00

GTBM
Notes: Line # 00027 COMM CODE: 925-36-085646

Payment Details

Pay by: Govt. Issued Purchase Order
Payment Term: Due upon Receipt

Terms and Conditions

State Contract # 83904

Shipping and Delivery Details

Shipping via: UPS Ground

Governor Chris Christie • Lt. Governor Kim Guadagno



State of New Jersey
Department of the Treasury

Division of Purchase and Property

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TERM CONTRACT SEARCH BY TNUMBER

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T-Number	Title	Vendor	Contract #
T0109 13-x <u>-22183</u>	RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	GOLD TYPE BUSINESS MACHINES	83904
			TOP



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	ONE SOUTH SECOND STREET POLETSVILLE, PA 17901
Contact Person:	THOMAS D ROWE
Contact Phone:	570-621-9000
Order Fax:	570-621-9080
Contract#:	83895
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
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:	EVENTIDE INC ONE ALSAN WAY LITTLE FERRY, NJ 07643
Contact Person:	GORDON MOORE
Contact Phone:	201-641-1200
Order Fax:	201-641-1240
Contract#:	83891
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	SPECIFIED ELSEW HERE
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:	GOLD TYPE BUSINESS MACHINES INC 351 PATERSON AVE EAST RUTHERFORD, NJ 07073
Contact Person:	VINCENT CROENEN
Contact Phone:	201-935-5090
Order Fax:	201-935-7022
Contract#:	83904
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	14 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	GOOSETOWN ENTERPRISES INC DBA GOOSETOWN COMMUNICATIONS 58 NORTH HARRISON AVE CONGERS, NY 10920
Contact Person:	DAVID GOTTIEB
Contact Phone:	845-268-7500
Order Fax:	845-268-5345

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT.					
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES] ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL)	1.000	EA	NET	N/A
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND...] ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE	1.000	EA	NET	N/A
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS	1.000	EA	NET	N/A
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO.1 (NOT...)] ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM	1.000	EA	NET	N/A
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS)	1.000	EA	NET	N/A
Vendor: GOLD TYPE BUSINESS MACHINES INC		Contract Number: 83904			

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 730-72-085637 [RADIO COMMUNICATION AND ...] ITEM DESCRIPTION: RADIO COMMUNICATIONS & 9-1-1 TESTING AND TEST EQUIPMENT - ALL DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION:	1.000	EA	NET	N/A

	RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULE G (W / SUB-CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL] ITEM DESCRIPTION: SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/ HOURLY MAINTENANCE, REPAIR, ENGINEERING, PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTWARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT	1.000	EA	NET	N/A

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	SUPPLEMENT. DELIVERY: 30 DAYS ARO COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES] ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...] ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMNT & ACCESORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)] ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMNT,...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

Vendor: GOOSETOWN ENTERPRISES INC DBA GOOSETOWN COMMUNICATIONS		Contract Number: 83892			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POW ER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE).	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POW ER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE).	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...] ITEM DESCRIPTION: SCHEDULE G (W / SUB- CATEGORIES); RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

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

City Clerk File No. Res. 15-335

Agenda No. 10.Z.8

Approved: MAY 13 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PAPER MART INC. FOR THE PURCHASE AND DELIVERY OF COPIER PAPER AND ENVELOPES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City "City" offices needs to continuously keep stock of various types of paper for day-to-day printing and mailing; and

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

WHEREAS, Paper Mart Inc., 151 Ridgedale Avenue, East Hanover, New Jersey 07936 is in possession of State Contract A81663 and will provide and deliver paper and envelopes for a total contract amount of Two Hundred Thousand Dollars (\$200,000.00); and

WHEREAS, funds in the amount of \$25,000.00 are available in the calendar year 2015 temporary budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in account No. 01-201-31-433-201; and

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

Department of Administration/Administrative Services

<u>Acct No.</u>	<u>P.O #</u>	<u>State Contract</u>	<u>Temp Encumbrance</u>
01-201-31-433-201	116992	A81663	\$25,000.00

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 Paper Mart Inc. for paper and envelopes for the Department of Administration for a total contract amount of \$200,000.00.
2. The contract shall be effective as of May 14, 2015 through May 13, 2016.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year permanent budget and in the subsequent fiscal year budget.
5. Upon certification by an official or employee of the City authorized to receive the equipment 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.
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on page 2)

City Clerk File No. Res. 15.335

Agenda No. 10.Z.8

TITLE: MAY 13 2015

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PAPER MART INC. FOR THE PURCHASE AND DELIVERY OF COPIER PAPER AND ENVELOPES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Department of Administration/Administrative Services

Acct No.	P.O #	State Contract	Temp Encumbrance
01-201-31-433-201	116992	A81663	\$25,000.00

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

April 29, 2015
 Date

PF/pv
 4/29/15

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel
 Certification Required
 Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5.13.15</u>											
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 A CONTRACT TO PAPER MART INC. FOR THE PURCHASE AND DELIVERY OF COPIER PAPER AND ENVELOPES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES.

Project Manager

Department/Division	Business Administration	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	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

Purchase and delivery of copier paper .
City Offices needs to continuously keep stock of various types of paper for day-to-day printing and mailing.

Cost (Identify all sources and amounts)

Unclassified Operating Account
01-201-31-433-201
Contract amount : \$200,000.00

Contract term (include all proposed renewals)

05/14/15 through 05/13/16

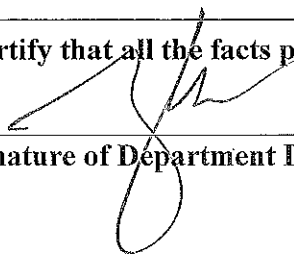
Type of award State Contract

If "Other Exception", enter type

Additional Information

State Contract vendor (A 81663)

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/12/16
Date



CITY OF JERSEY CITY
 394 CENTRAL AVE.
 2ND FLOOR
 JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
116992
THIS NUMBER MUST APPEAR ON ALL INVOICES /
 CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

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

REQUISITION # **0170024**
 BUYER **STATECONT**

DATE	VENDOR NO.
04/29/2015	PA424480

VENDOR INFORMATION

PAPER MART INC.
 151 RIDGEDALE AVENUE
 EAST HANOVER NJ 07936

DELIVER TO
ADMINISTRATIVE SERVICES
 13-15 LINDEN AVENUE EAST
 2ND FLOOR
 JERSEY CITY NJ 07305

BILL TO
ADMINISTRATIVE SERVICES
 13-15 LINDEN AVENUE EAST
 2ND FLOOR
 JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	CS	COPIER PAPER/ENV ENCUMBRANCY FOR COPIER PAPER AND ENVELOPES FOR VARIOUS OFFICES TOTAL CONTRACT AMOUNT: \$200,000.00 TEMPORARY ENCUMBRANCE: \$25,000.00 INSIDE DELIVERY REQUIRED AT ALL LOCATIONS. PLEASE SEND P.O. TO STEVE MILLER AND DO NOT MAIL T-0018: PAPER, FINE, VARIOUS AGENCIES LINE 00029, COMM CODE: 645-90-083236 SC RESO _____, APPROVED _____	01-201-31-433-201	25,000.0000	25,000.00

TAX EXEMPTION NO. **22-6002013**

PO Total 25,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

Original Copy

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

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Requisition #

0170024

Assigned PO #

Vendor
PAPER MART INC.
151 RIDGEDALE AVENUE
EAST HANOVER NJ 07936

PA424480

Dept. Bill To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY

Dept. Ship To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Contact Info
steve
000000201.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	CS	COPIER PAPER/ENV	0120131433201	25,000.00	25,000.00

ENCUMBRANCY FOR COPIER PAPER AND
ENVELOPES FOR VARIOUS OFFICES

TOTAL CONTRACT AMOUNT: \$200,000.00
TEMPORARY ENCUMBRANCE: \$25,000.00

INSIDE DELIVERY REQUIRED AT ALL LOCATIONS

PLEASE SEND P.O. TO STEVE MILLER
AND DO NOT MAIL

T-0018: PAPER, FINE, VARIOUS AGENCIES

LINE 00029, COMM CODE: 645-90-083236

SC RESO _____, APPROVED _____

Requisition Total 25,000.00

Req. Date: 04/28/2015

Requested By: STEVE

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

Requisition #
0170024

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Assigned PO #

Requisition

Vendor
PAPER MART INC.
151 RIDGEDALE AVENUE
EAST HANOVER NJ 07936

Dept. Bill To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Dept. Ship To
ADMINISTRATIVE SERVICES
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

PA424480

Contact Info
steve
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
1.00	CS	ENCUMBRANCY	01-201-31-433-201	.00	.00
ENCUMBRANCY FOR COPIER PAPER AND ENVELOPES FOR VARIOUS OFFICES					
STATE CONTRACT # 81663					
PURCHASING PREPARING THE NEW STATE CONTRACT RESOLUTION					
TOTAL AMOUNT - \$ 200,000.00					
TEMPORARY AMOUNT - \$ 25,000.00					
PPV'S					
INSIDE DELIVERY REQUIRED AT ALL LOCATIONS					
PLEASE SEND PURCHASE ORDER TO STEVE MILLER AND DO NOT MAIL					

Requisition Total .00

Req. Date: 04/28/2015
Requested By: STEVE
Buyer Id:

Approved By: *Steve Miller*
04/28/15

This Is Not A Purchase Order

**** Budget Account ****

Fund	1	CURRENT FUND	Budget Amount	71,600.00
G/L	201	CURRENT APPROPRIATIONS	Revised Budget	.00
Cafr	31	UNCLASSIFIED UTILITY	Beginning Balance	71,600.00
Subsidiary	433	OFFICE SERVICES	Prior YTD Expended	.00
Line Item	201	OFFICE SUPPLIES	Curr. YTD Expended	25,222.97
Sort Code	80	UNCLASSIFIED IN CAP	Open Encumbered	19,137.70
Year/Period	2015 / 4		Ending Balance	27,239.33

- View in Ascending Order
- View in Descending Order

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

Cd	Per	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VR	4	4/22/2015	116535	EXECUTIVE BINDI	33337	ENCUMBRANCY	211.75	.00
VR	4	4/22/2015	116614	PAPER MART INC.	*	ENCUMBRANCY	2,140.29	.00
VR	4	4/08/2015	116614	PAPER MART INC.	*	ENCUMBRANCY	2,558.17	.00
VR	4	4/08/2015	116135	PAPER CLIPS, INC.	043541	OFFICE SUPPLIES	885.52	.00
VR	4	4/08/2015	116583	PAPER MART INC.	*	ENCUMBRANCY	1,146.57	.00
VR	4	4/08/2015	116583	PAPER MART INC.	*	ENCUMBRANCY	3,732.52	.00
VR	3	3/25/2015	116487	PAPER MART INC.	*	ENCUMBRANCY	4,865.58	.00
VR	3	3/11/2015	116132	PAPER MART INC.	*	ENCUMBRANCY	1,898.05	.00
VR	3	3/11/2015	116132	PAPER MART INC.	*	ENCUMBRANCY	2,898.84	.00
VR	3	3/11/2015	116065	PAPER MART INC.	*	ENCUMBRANCY	4,885.68	.00



New Jersey Division of Revenue

Revenue **NJBGS**

**On-Line Business Registration Certificate
Service**

CERTIFICATE NUMBER 0062240 FOR PAPER MART, INC. IS VALID.

Patricia Vega

From: Steve Miller
Sent: Wednesday, April 29, 2015 1:27 PM
To: Patricia Vega; Silendra Baijnauth
Subject: RE: PAPER

1. State Contract is limited to only one year. If the resolution will be on the May 13, 2015 City Council meeting the year could start as soon as it is approved.
2. Yes, we may not need that total but I would rather have a higher amount on an open-ended contract.
3. Yes, the former Parking Authority is included.

Steve Miller
Confidential Assistant
Public Works Director's Office
City of Jersey City
13-15 Linden Avenue East
Jersey City, N.J. 07305
(201) 547-4904
Stevem@jcnj.org

From: Patricia Vega
Sent: Wednesday, April 29, 2015 12:53 PM
To: Steve Miller; Silendra Baijnauth
Subject: PAPER

Steve, the total quoted by papermart is \$139,233.72.

1. What will the contract period be?
2. Do you want to keep total contract of \$200,000 or \$139,233.72?
3. Was the "adoption" of the parking authority factored in?

Patricia M Vega
Principal Buyer, RPPO, RPPS
Division of Purchasing
394 Central Avenue, 2nd Fl.
Jersey City, NJ 07307

VegaP@jcnj.org
Direct: 201.547.4278/Fax:6585
<http://www.cityofjerseycity.com/administration.aspx?id=1098>

The greatest achievement is not never falling, but rising again after you fall - Vince Lombardi

Patricia Vega

From: Jodi Toner [jodi.toner@papmar.com]
Sent: Wednesday, April 29, 2015 12:55 PM
To: Patricia Vega
Subject: RE: PAPER & Envelopes - SC

Yes, the prices quoted to Peter are still valid.

The State Contract # is A81663. All the items would be covered by the line 29.

Thank you.



Jodi Toner
Executive Assistant
Paper Mart Inc.
151 Ridgedale Ave.
East Hanover, NJ 07936

Phone 973 884 2505
Fax 973 884 5949

jodi.toner@papmar.com

From: Patricia Vega [mailto:VegaP@icnj.org]
Sent: Wednesday, April 29, 2015 12:32 PM
To: Jodi Toner; d.sullivan@papmar.com
Subject: PAPER & Envelopes - SC
Importance: High

Hi Jodi, Deirdre:

Are the prices from 10/8/14 still valid? Also, I need to include the state contract line numbers and commodity codes on the purchase order.

Please send the quote with this information by Friday, 5/1/15; I can have the state contract reso presented for council approval on 5/13.

Thank you!

From: Jodi Toner [mailto:jodi.toner@papmar.com]
Sent: Monday, March 16, 2015 1:47 PM
To: Patricia Vega
Cc: Steve Miller; Silendra Bajjnauth
Subject: RE: Quote Request

METHOD OF OPERATION
T0018
PAPER, FINE & ENVELOPES-VARIOUS AGENCIES

This is a three (3) year contract (6/15/12 – 6/14/15) and includes various types of fine paper and envelopes. The contracts are extended to Cooperative Purchasing Partners and contract pricing will be held firm for the first 12 months.

All pricing is FOB Destination Delivered. Delivery is to be made on the platform (dock) or doorway of the using agency. If platform or doorway facilities are unavailable, delivery is to be to the closest place on the curb adjacent to the building of the using agency. If requested, on an occasional basis, contractors are to provide inside delivery at no extra charge. Agencies without unloading docks may require elevator delivery to the floor of the agency. Special delivery situations may arise at State Prison facilities; county jails, mental health facilities, court offices, legislative offices, etc. If special delivery situations requiring extraordinary handling occur, no additional delivery charges are to be incurred.

Delivery must be provided within two (2) working days after P.O. is placed, which can be done by e-mail or fax, unless other arrangements have been made & agreed to. The contractor shall provide, for each delivery, a receipt showing the items being delivered and the Using Agency purchase order number. When a contractor delivers to such a Using agency, it shall obtain proof of delivery signed by an authorized employee of the receiving unit, location or Agency. This proof of delivery must accompany the contractor's invoice when submitted for payment.

The types of paper and envelopes that can be found on the contract are all mill branded paper(s) as follows, but are not limited solely to this listing:

- Bond-Recycled & Non-Recycled, white and colors.
- Offset text and cover, white and colors.
- Ledger and bristol, white and colors.
- Tab & cover stock.
- Gloss coated text and cover, white and colors.
- Index, white and colors.
- NCR type collated paper sets.
- Palletized branded recycled copy paper colors.
- Gummed papers and chipboard.
- Writing text and envelopes, white and colors.
- Commercial envelopes.
- Map paper rolls for wide format printers
- Boxes

There are both recycled and virgin papers on this contract. Whenever possible the **State** is mandated to utilize recycled stock, however some types of papers included under this contract are not manufactured in recycled form. All the papers on this contract are compatible for laser, digital high speed copiers, color copiers and offset presses.

CONTRACT LINES 1-28 – INDIVIDUAL FREQUENTLY USED PAPERS & ENVELOPES

Contract lines 1-28 are for the various types of paper and envelopes that are heavily used by the State's Print Shops. These items are the best value and should always be checked first to see if they can be utilized. The pricing for lines 1-28 is a NET price for all quantities, unless specifically noted.

NOTE: Palletized **COLOR** copy paper for 8.5x11; 8.5x14 and 11x17, has quantity break points on individual line items 20-28.

NO WHITE 20# COPY PAPER IS INCLUDED ON THIS CONTRACT. ALL WHITE 20# RECYCLED COPY PAPER IS FOUND ON THE M0052-STAPLES OFFICE & STATIONARY CONTRACT AND SHOULD BE PURCHASED FROM SUCH.

For most contract lines a Primary and Secondary contractor has been awarded. Two contractors have received awards under this contract: Central Lewmar and Paper Mart. The Primary vendor is the lowest responsive bidder and has the responsibility of completing each order for the items awarded within the prescribed delivery time and should always be used for lines 1-28. The only time that the Secondary vendor should be utilized, is if the Primary vendor for any reason, cannot fill a requirement in the required time frame. If neither can deliver in the specified timeframe, then the agency can pick-up the required material from any available source - the difference in price, if any, to be paid by the Primary Vendor bidder failing to meet their obligation.

CONTRACT LINE 29 – PAPER & ENVELOPE CATALOG PURCHASES-LINE 29

Both contractors have been awarded their catalog items on Line 29 of the contract. If you need specialty paper/envelopes that are not listed in Line Items 1-28, review the catalog listings from both Central Lewmar and Paper Mart to see which company has the type of paper/envelopes you require at the lowest price.

NOTE: Only solicit quotes from Central Lewmar and Paper Mart, the contract holders.

*If the type of paper you require is available from one or both of the awarded contractors catalogs, State agencies must purchase the paper from them. **DPA purchases should not be placed for any paper, listed in either contractors catalogs.** Quantity breakpoints have been included from both contractors for catalog items (Line 29). If you are ordering a very large quantity of paper, which exceeds the highest quantity breakpoint, obtain quotes from both contractors to see if a further price reduction can be obtained. If an additional discount is obtained, request a written quote(s) and attach copies to the Purchase Order for the file.*

PROCESS FOR ACCESSING LINE 29 CONTRACTOR CATALOGS, VIA THE WEB

At this time both Central Lewmar and Paper Mart have their State of New Jersey catalog listings available through dedicated websites. Catalog pricing shown will be minus the vendor discount offered for Line 29 in the NOA.

In order to access either contractor's State of New Jersey Catalog Price List (Line 29), you must set up an account to obtain a User Name & Password.

CENTRAL LEWMAR:

Before an agency can access the online Central Lewmar catalog or gain access to the Central Lewmar/xpedx site, they will need to set-up a Central Lewmar/xpedx online account. The

agency should email Jonathan.Ostroff@ipaper.com to register. Central Lewmar will then contact the agency to help them with the online catalog.

PAPER MART:

Please have the user contact:

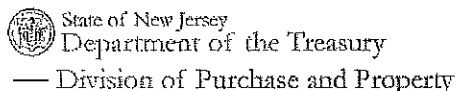
Jodi 800 -772- 2001 x 208 or email jodi.toner@papmar.com

Or

Deirdre 800 -772 - 2001 x 223 or email d.sullivan@papmar.com

Jody or Deirdre will provide the user name and password necessary to access the price lists and provide additional instructions as needed.

REV. 8/30/12



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

**T-0018
PAPER, FINE, VARIOUS AGENCIES**

Vendor Information
By Vendor
RFP Documents
Email to ALLAN SYDLO

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

[Download All Documents](#)

- [State Contract Manager](#) Adobe PDF (8 kb)
- [Method of Operation](#) Adobe PDF (98 kb)
- [Amendment #1 - Price Increase](#) Adobe PDF (13 kb)
- [Amendment #2 - Price Increase](#) Adobe PDF (32 kb)
- [Amendment #3 - Contract Assignment](#) Adobe PDF (11 kb)

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Index #:	T-0018
Contract #:	VARIOUS
Contract Period:	FROM: 06/15/12 TO: 06/14/15
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*

Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22388
Bid Open Date:	02/24/12
CID #:	1039968
Commodity Code:	645-21
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

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

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

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

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

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

Questions, problems or complaints related to Cooperative Purchasing contact:

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

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

ALLAN SYDLO	PROCUREMENT SPECIALIST	609-292-9885
MARIANNE BIXLER	PROCUREMENT SPECIALIST SUPERVISOR	609-292-2194
KEVIN MOORE	ASSISTANT DIRECTOR	609-984-0756
	PUB DATE:	04/01/15

VENDOR INFORMATION

Vendor Name & Address:	PAPER MART INC 151 RIDGEDALE AVE EAST HANOVER, NJ 07936
Contact Person:	HOWARD LEVEY
Contact Phone:	973-884-2505
Order Fax:	973-884-5949
Contract#:	81663
Expiration Date:	06/14/15
Terms:	NONE
Delivery:	2 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

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

Vendor Name & Address:	
-----------------------------------	--

	XPEDX-LLC 261 RIVER ROAD CLIFTON, NJ 07014
Contact Person:	EDMUND (ED) HARRISON
Contact Phone:	410-694-8504
Order Fax:	973-405-2146
Contract#:	81662
Expiration Date:	06/14/15
Terms:	NONE
Delivery:	2 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: PAPER MART INC			Contract Number: 81663		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 645-21-083230 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB. DP BOND, COLORS RECYCLED BRAND: DOMTAR RECYCLED PCW CONTENT:30% SECONDARY CONTRACTOR	1.000	M	N/A	\$15.57000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 645-64-083231 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 60 LB. OFFSET, STANDARD COLORS VELLUM OR SMOOTH FINISH, GR. 2, RECYCLED BRAND: DOMTAR VIRGIN STOCK-DOES NOT CONTAIN ANY RECYCLE CONTENT. PRIMARY CONTRACTOR	1.000	M	N/A	\$18.33000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 645-28-083232 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 67 LB. VELLUM BRISTOL, WHITE RECYCLED BRAND: EXACT SECONDARY CONTRACTOR	1.000	M	N/A	\$31.95000
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 645-90-083236 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: PRICE LINE FOR PERCENTAGE (%) DISCOUNT OFF CATALOG PRICE BOOK SUBMITTED. PER SPECIFICATIONS 3.7 & 3.8 OF THE RFP. BRAND: PAPER MART, INC DATED 2/22/2012	1.000	LOT	10.00%	N/A
Vendor: XPEDX LLC		Contract Number: 81662			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 645-21-083230 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB. DP BOND, WHITE RECYCLED BRAND: SPECTRUM RECYCLED STATE RECYCLED PCW CONTENT: 30% PRIMARY CONTRACTOR	1.000	M	N/A	\$13.64000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 645-21-083230 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 20 LB. DP BOND, COLORS RECYCLED BRAND: FORE RECYCLED PCW CONTENT: 30% PRIMARY CONTRACTOR	1.000	M	N/A	\$14.13000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 645-64-083231 [PAPER, FOR OFFICE AND PRINT SHOP USE] ITEM DESCRIPTION: 11 X 17, 60 LB. OFFSET, WHITE, VELLUM OR SMOOTH FINISH, GR. 2 RECYCLED BRAND: WILLIAMSBURG RECYCLE STATE RECYCLED.PCW CONTENT: 30% PRIMARY CONTRACTOR	1.000	M	N/A	\$17.38000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004		1.000	M	N/A	\$19.27000

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- [NJ Standard Terms and Conditions](#) Adobe PDF (93 kb)
- [RFP TEXT](#) Adobe PDF (509 kb)
- [Attachment # 1 - Paper Benchmark Costs Form](#) Excel Document (41 kb)
- [NJ Standard RFP Forms](#) Adobe PDF (750 kb)
- [Bidder Data Packet](#) Adobe PDF (51 kb)
- [Cooperative Purchase Form](#) Adobe PDF (485 kb)
- [Signatory Page](#) Adobe PDF (53 kb)
- [Price Sheet](#) Adobe PDF (56 kb)
- [Addendum # 1 - Responses to eQ&A](#) Adobe PDF (35 kb)

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(STATE CONTRACT VENDOR)

(US COMMUNITIES COOP)

(OPEN MARKET VENDOR)

P.O. NO.	116961	PAPER MART				INDEPENDENT STATIONERS		PAPER CLIPS INC.		
REQ. NO.	170024	JODI TONER				ANGELA MOFATT		SEEMA MAHBUBANI		
DIV/DEPT	ADMIN SRVCS	800.772.2001 X 208				866-292-2779		201.393.9004		
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	
1	10X13 INT ENV	250	CS	\$ 94.51	\$ 23,627.50	\$ 246.20	\$ 61,550.00	NO BID	\$ -	
2	8.5X11 #28	100	CS	\$ 65.77	\$ 6,577.00	\$ 45.71	\$ 4,571.00	NO BID	\$ -	
3	11x17 #28	20	CS	\$ 79.38	\$ 1,587.60	\$ 78.88	\$ 1,577.60	NO BID	\$ -	
4	8.5X11 #28 5712026	20	CS	\$ 72.33	\$ 1,446.60	\$ 101.44	\$ 2,028.80	NO BID	\$ -	
5	yellow 8.5x11	40	CS	\$ 33.78	\$ 1,351.20	\$ 51.80	\$ 2,072.00	NO BID	\$ -	
6	blue 8.5x11	40	CS	\$ 33.78	\$ 1,351.20	\$ 52.60	\$ 2,104.00	NO BID	\$ -	
7	green 8.5x11	40	CS	\$ 33.78	\$ 1,351.20	\$ 52.60	\$ 2,104.00	NO BID	\$ -	
8	red 8.5x11	40	CS	\$ 94.91	\$ 3,796.40	\$ 111.60	\$ 4,464.00	NO BID	\$ -	
9	pastels 8.5x11	40	CS	\$ 33.78	\$ 1,351.20	\$ 53.70	\$ 2,148.00	NO BID	\$ -	
10	8.5x11 #67 colors	20	CS	\$ 29.36	\$ 587.20	\$ 134.72	\$ 2,694.40	NO BID	\$ -	
11	8.5x11 white	8	CS	\$ 60.10	\$ 480.80	NO BID	\$ -	NO BID	\$ -	
12	8.5x11 yellow perforated left	3	CS	\$ 122.30	\$ 366.90	NO BID	\$ -	NO BID	\$ -	
13	8.5x11 other colors perforated left	3	CS	\$ 122.30	\$ 366.90	NO BID	\$ -	NO BID	\$ -	
14	8.5x11 white perforated left	3	CS	\$ 83.55	\$ 250.65	NO BID	\$ -	NO BID	\$ -	
15	8.5x11 blue card stock	4	CS	\$ 29.36	\$ 117.44	\$ 134.72	\$ 538.88	NO BID	\$ -	
16	green 8.5x11 #67	4	CS	\$ 29.36	\$ 117.44	\$ 134.72	\$ 538.88	NO BID	\$ -	
17	8.5x11 card stock pastels	4	CS	\$ 29.36	\$ 117.44	\$ 134.72	\$ 538.88	NO BID	\$ -	
18	8.5x11 white card stock	10	CS	\$ 37.48	\$ 374.80	\$ 88.48	\$ 884.80	NO BID	\$ -	
19	11x17 yellow card stock	25	CS	\$ 30.80	\$ 770.00	\$ 92.52	\$ 2,313.00	NO BID	\$ -	
20	11x17 blue card stock	20	CS	\$ 30.80	\$ 616.00	\$ 92.52	\$ 1,850.40	NO BID	\$ -	
21	11x17 green card stock	20	CS	\$ 30.80	\$ 616.00	\$ 92.52	\$ 1,850.40	NO BID	\$ -	
22	11x17 card stock pastels	20	CS	\$ 30.80	\$ 616.00	\$ 92.52	\$ 1,850.40	NO BID	\$ -	
23	8.5x11 white recycled	2000	CS	\$ 33.90	\$ 67,800.00	\$ 58.16	\$ 116,320.00	NO BID	\$ -	
24	8.5x14 white recycled	300	CS	\$ 42.62	\$ 12,786.00	\$ 84.08	\$ 25,224.00	NO BID	\$ -	
25	11x17 white recycled	75	CS	\$ 34.81	\$ 2,610.75	\$ 196.11	\$ 14,708.25	NO BID	\$ -	
26	8.5x11 white card stock recycled	75	CS	\$ 46.47	\$ 3,485.25	\$ 87.92	\$ 6,594.00	NO BID	\$ -	
27	11x17 white card stock recycled	25	CS	\$ 49.33	\$ 1,233.25	\$ 100.92	\$ 2,523.00	NO BID	\$ -	
28	8.5x11 white D3H recycled	100	CS	\$ 34.81	\$ 3,481.00	\$ 66.64	\$ 6,664.00	NO BID	\$ -	
		SUB-TOTAL				\$139,233.72		\$ 258,525.69		\$ -
		SHIPPING/HANDLING				\$ -		\$ -		\$ -
		TOTAL				\$139,233.72		\$ 258,525.69		\$ -

CITY OF JERSEY CITY STATE CONTRACT PRICES

PAPER MART INC. 10/8/14

QUANTITY IN CASES	ITEM	PRICE PER CARTON	STATE CONTRACT	RECYCLED CONTENT
250	10X13 INTEROFFICE B/S 100/BOX,500/CTN	\$94.51	YES	R
100	8 1/2 X 11 28# 5791010	\$65.77	YES	R
20	11 X 17 28# 5791030	\$79.38	YES	R
20	8 1/2 X 14 28# 5712026	\$72.33	YES	R
40	8 1/2 X 11 20# YELLOW	\$33.78	YES	R
40	8 1/2 X 11 20# BLUE	\$33.78	YES	R
40	8 1/2 X 11 20# GREEN	\$33.78	YES	R
40	8 1/2 X 11 20# RED	\$94.91	YES	R
40	8 1/2 X 11 20# PASTEL COLORS	\$33.78	YES	R
20	8 1/2 X 11 67 COLORS	\$29.36 1468	YES	R
8	8 1/2 X 11 60# WHITE SMOOTH	\$60.10	YES	R
3	8 1/2 X 11 20# YELLOW PERFORATED 1/4" LEFT	\$122.30	YES	R
3	8 1/2 X 11 20# OTHER COLORS PERF 1/4"	\$122.30	YES	R
3	8 1/2 X 11 20# WHITE PERF 1/4" LEFT	\$83.55	YES	R
4	8 1/2 X 11 67# BLUE CARD STOCK	\$29.36	YES	R
4	8 1/2 X 11 67# GREEN	\$29.36	YES	R
4	8 1/2 X 11 67# OTHER COLORS CARD STOCK(PASTEL)	\$29.36	YES	R
10	8 1/2 X 11 67# WHITE CARD STOCK	\$37.48	YES	R
25	11 X 17 67# YELLOW CARD STOCK	\$30.80	YES	R
20	11 X 17 67# BLUE CARD STOCK	\$30.80	YES	R
20	11 X 17 67# GREEN CARD STOCK	\$30.80	YES	R
20	11 X 17 67# OTHER COLORS CARD STOCK(PASTEL)	\$30.80	YES	R
2000	8 1/2 X 11 20# WHITE 100% RECYCLED	\$33.90	YES	R
300	8 1/2 X 14 20# WHITE 100% RECYCLED	\$42.62	YES	R
75	11 X 17 20# WHITE 100% RECYCLED	\$34.81	YES	R
75	8 1/2 X 11 80# WHITE CARD STOCK RECYCLED	\$46.47	YES	R
25	11 X 17 80# WHITE CARD STOCK RECYCLED	\$49.33	YES	R
100	8 1/2 X 11 20# WHITE D3H 100% RECYCLED	\$34.81	YES	R

Line #'s, Com Code:

Patricia Vega

From: Seema Mahbubani [seema@paperclipsinc.com]
Sent: Thursday, April 02, 2015 11:48 AM
To: Patricia Vega
Subject: RE: Quote Request

Good Morning Pat,

I'm sorry but I am unable to beat State Contract on these papers. PaperMart purchases directly from the Paper Mills, whereas we purchase through distribution. I can only come close with similar sheets. Thank you for the opportunity.

Regards,

Seema Mahbubani

Paper Clips

[Tel...201.393.9004]
[Fax...201.393.9005]
www.paperclipsinc.com

From: Patricia Vega [mailto:VegaP@jcnj.org]
Sent: Wednesday, April 01, 2015 10:06 AM
To: seema@paperclipsinc.com
Subject: RE: Quote Request

ok

From: Seema Mahbubani [mailto:seema@paperclipsinc.com]
Sent: Tuesday, March 31, 2015 3:59 PM
To: Patricia Vega
Subject: RE: Quote Request

Hi Pat,

I'm working at this, still gathering relevant information about papers as we may need to cross over some sheets to alternate brands. Couple sheets are cut to size sheets, not ready stock items...I hope to have some answers by tomorrow. If yes, I may need an extra day to quote. I hope that's ok?

Regards,

Seema Mahbubani

Paper Clips

[Tel...201.393.9004]
[Fax...201.393.9005]
www.paperclipsinc.com

From: Patricia Vega [mailto:VegaP@jcnj.org]
Sent: Tuesday, March 31, 2015 2:51 PM

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

City Clerk File No. Res. 15.336

Agenda No. 10.Z.9

Approved: MAY 13 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO SMITTY'S LANDSCAPING & DESIGN INC FOR MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

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

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **Irrigation Systems at Numerous City Owned Facilities** for the Department of Public Works/Division of Park Maintenance pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, the lowest responsible bid being that from **Smitty's Landscaping & Design Inc, 54 Sweetwood Drive, Cedar Grove, NJ 07009**, in the total bid amount of **Seventy Seven Thousand, One Hundred Eighty Two (\$77,182.50) Dollars and Fifty Cents**; and

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

WHEREAS, the sum of **Ten Thousand (\$10,000.00) Dollars** is available in the 2015 temporary budget; and

WHEREAS, the funds for this purchase are available in **Operating Acct #01-201-28-375-370**; and

Dept. of Public Works/Div. of Park Maintenance.

Acct. No.	P.O. #	Amount
01-201-28-375-370	117024	Temp. Encumb. \$10,000.00

WHEREAS, the contract shall be for one (1) year and the City shall have the option to renew the contract for up to two (2) additional one (1) year terms; and

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

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

RESOLVED, 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.; 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; and be it further

(Continued on page 2)

City Clerk File No. Res. 15.336

Agenda No. 10.Z.9 MAY 13 2015

TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO SMITTY'S LANDSCAPING & DESIGN INC FOR MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of the contract after expenditure of funds encumbered in the 2015 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year permanent budget.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Public Works/Div. of Park Maintenance.

Acct. No.	P.O. #		Amount
01-201-28-375-370	117024	Temp. Encumb.	\$10,000.00

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

PF/pc
4/30/15

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5.13.15</u>											
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.
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 SMITTY'S LANDSCAPE DESIGN FOR MAINTENANCE OF IRRIGATION SYSTEMS CITYWIDE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Cleveland Snow	Director
Phone/email	201-547-4495	csnow@jcnj.org

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

Contract Purpose

- ✚ For maintenance of irrigation systems at numerous city owned facilities
- ✚ For twenty locations (see attached list)
- ✚ Contract includes seasonal start up service, year round service and parts allowance
- ✚ Total contract amount is \$77,182.50

Cost (Identify all sources and amounts)

01-201-28-375-310(Operating Account)
Contract Amount = \$77,182.50

Contract term (include all proposed renewals)

Contract term starts from approval of resolution by Council. City has two (2) one (1) options to renew.

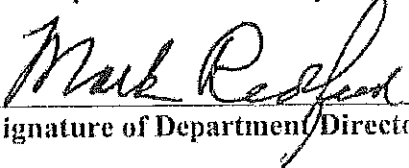
Type of award

If "Other Exception", enter type

Additional Information

- Three (3) bid proposals received on April 9th, 2015
 - Smitty's Landscaping for \$77,182.50
 - Ascape Landscape for \$95,825.00
 - Aspen Landscaping for \$110,975.00
- In 2014, the City spent about \$80,000.00 for this service.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4-30-15
Date

Signature of Purchasing Director

Date

RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0169641

PO # 117024

DEPT/DIV: DPW/Park Maintenance

SUBJ: Irrigation Systems at Various Numerous City Owned Facilities

GOODS & SERVICES NON BIDS

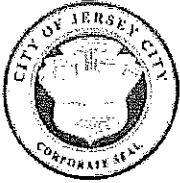
	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

NOTE:

BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution	Amending
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 PUBLIC WORKS
13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



MARK REDFIELD
DIRECTOR

MEMORANDUM

Date: April 30, 2015
To: Peter Folgado, Purchasing Director
From: Mark Redfield, DPW Director
Subject: Recommendation Letter (Maintenance of Irrigation Systems)

Please be advised, after a careful and thorough review of bids received for maintenance of irrigation systems, I recommend that the contract be awarded to:

**SMITTY'S LANDSCAPING & DESIGN
54 SWEETWOOD DRIVE
CEDAR GROVE, NJ 07009**

**Total contract Amount = \$77,182.50
Temp. Encumbrancy = \$10,000.00**

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the May 13th Council meeting.

REQ #	ACCOUNT NUMBER	AMOUNT
0169641	01-201-28-375-310(operating account)	\$10,000.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

MR/sb

Mark Redfield
Mark Redfield, DPW Dir

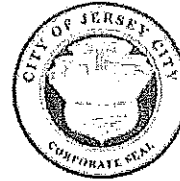
- C: Raquel Tosado, Contracts Manager
- Cleveland Snow, Parks Maintenance Director
- Zakia Gregory, DPW Fiscal Office
- Paola Campbell, Purchasing Division
- Elizabeth Harley, Parks Maintenance Division



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305
P: 201.547.4400 | F: 201.547.4803




MARK REDFIELD
DIRECTOR

MEMORANDUM

Date: April 30, 2015

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: Silendra Bajjnauth, Fiscal Officer 

Subject : 2015 Budget Memo (Contract award for irrigation systems)

There exists a need for maintenance of irrigation systems at numerous city owned facilities. Twenty (20) locations are included within the bid specifications. Bids were received on April 9, 2015 from three (3) vendors: Smitty's Landscaping (\$77,182.50), Ascape Landscape for (\$95,825.00) and Aspen Landscaping (\$110,975.00) respectively. The funds are available for this expenditure in Parks Maintenance Operating Account No. 15-01-201-28-375-310.

CONTRACT FUNDING (2015)

- ❖ Expenditure is drawn down from Parks Maintenance operating account, 01-201-28-375-310.
- ❖ Contract is utilizing object # 310.
- ❖ Line object 310 is budgeted for \$90,000.00 in CY 2015.
- ❖ As of today (04/30/15), \$2,540.78 is encumbered and expended in object 310.
- ❖ Temporary budget amount for 310 is \$24,300.00, ending balance is \$21,759.22.
- ❖ DPW spent about \$80,000.00 in 2014 for maintenance of irrigation systems citywide.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



MARK REDFIELD
DIRECTOR

Memorandum

Date: April 30, 2015
From: Cleveland Snow, Director, Division of Park Maintenance
To: Mark Redfield, Director, Department of Public Works
Subject: **Recommendation - Maintenance of Irrigation Systems**

Good morning director after reviewing all (3) Bids received via. email on April 9, 2015.
I recommend that the bid be awarded to:

Smitty's Landscaping & Design
54 Sweetwood Drive
Cedar Grove, New Jersey 07009
Daniel P. Smith, President
973-785-8483
www.smittyslandscaping.com

Thank you

Cleveland Snow, Director
Division of Park Maintenance

CS/eh

Cc: Silendra Bajnauth, Fiscal Officer/DPW

**DEPARTMENT OF PUBLIC WORKS
PARKS MAINTENANCE
IRRIGATION SYSTEMS BID RESULTS
APRIL 9, 2015**

<u>LOCATION</u>	<u>SEASONAL START UP</u>		
	<u>SMITTY'S</u>	<u>ASCAPE</u>	<u>ASPEN</u>
Mary Benson	\$0.00	\$650.00	\$1,000.00
Country Village	\$650.00	\$650.00	\$1,300.00
Roberto Clemente	\$650.00	\$650.00	\$1,300.00
Gateway Park	\$650.00	\$650.00	\$1,300.00
Enos Jones	\$1,300.00	\$650.00	\$1,300.00
Lafayette Park	\$650.00	\$650.00	\$1,300.00
Recreational Complex	\$0.00	\$650.00	\$1,300.00
Metro field	\$650.00	\$650.00	\$1,300.00
Pershing Field	\$1,300.00	\$650.00	\$1,300.00
Lincoln Park	\$1,300.00	\$1,200.00	\$1,300.00
Summit Ave. Firehouse	\$300.00	\$300.00	\$1,000.00

Prepared by Danny
Bajjnauth 4/30/2015

**DEPARTMENT OF PUBLIC WORKS
PARKS MAINTENANCE
IRRIGATION SYSTEMS BID RESULTS
APRIL 9, 2015**

<u>LOCATION</u>	<u>SMITTY'S</u>	<u>SEASONAL START UP</u>	
		<u>ASCAPE</u>	<u>ASPEN</u>
City Hall	\$300.00	\$300.00	\$1,000.00
MLK Center	\$0.00	\$300.00	\$1,000.00
Palisade Fire House	\$0.00	\$300.00	\$1,000.00
Court House	\$300.00	\$300.00	\$1,000.00
Caven Point	\$1,300.00	\$1,200.00	\$1,000.00
Van Vorst Park	\$650.00	\$650.00	\$1,300.00
Newport Pier	\$300.00	\$650.00	\$1,000.00
Hamilton Park	\$650.00	\$650.00	\$1,300.00
Bayside Park	\$0.00	\$650.00	\$1,300.00
	\$10,950.00	\$12,350.00	\$23,600.00

Prepared by Danny
Bajjnauth 4/30/2015

**DEPARTMENT OF PUBLIC WORKS
PARKS MAINTENANCE
IRRIGATION SYSTEMS BID RESULTS
APRIL 9, 2015**

YEAR ROUND SERVICE			
450 Hours	\$27,945.00	\$37,350.00	\$40,500.00
375 HOURS	\$23,287.50	\$31,125.00	\$31,875.00
	\$51,232.50	\$68,475.00	\$72,375.00
PARTS ALLOWANCE	\$15,000.00	\$15,000.00	\$15,000.00
<u>TOTAL BID AMOUNT</u>	<u>\$77,182.50</u>	<u>\$95,825.00</u>	<u>\$110,975.00</u>

Prepared by Danny
Bajjnauth 4/30/2015

BID PROPOSAL
(Continued)

LIST OF PRICES:

Item No. 1 - Seasonal Start-Up Service

The Bidder agrees to provide all labor, incidental material, equipment and services required to perform the seasonal start-up as described in the Specifications for the lump sum bid price of (broken down for each facility):

Locations and Description for Sprinkler Systems :

<u>Site</u>	<u>Address</u>	<u>Bid Price for Seasonal Start-Up</u>
A. Mary Benson	Merseles Ave. & Newark Ave.	\$ <u>0</u>
B. Country Village Park (McGovern)	Sycamore Rd. Bet Briarwood Rd. & Crossgate Road	\$ <u>650</u>
C. Roberto Clemente Little League	450-464 Manila Ave	\$ <u>650</u>
D. Gateway Park (Dick Seay/Old Colony)	Bright St. Manila Ave	\$ <u>650</u>
E. Enos Jones Park (Including Franco Field)	Eight St @ Brunswick St	\$ <u>1300</u>
F. Lafayette Park (Rev. Ercel Webb)	Lafayette and Van Horne Street	\$ <u>650</u>
G. Recreational Complex	Merceles & Grand Streets	\$ <u>0</u>
H. Metro Field (Courtney Fricchione LL)	179 Westside Ave	\$ <u>650</u>
I. Pershing Field	201 Central Ave	\$ <u>1300</u>
J. Lincoln Park West Fields	Lincoln Park West of Routes 1 & 9	\$ <u>1300</u>
K. Summit Ave Fire House	Summit and Laidlaw Ave	\$ <u>300</u>
L. City Hall	Montgomery & Grove St	\$ <u>300</u>
M.. M L K Center	125 MLK Drive & Dwight St.	\$ <u>0</u>
N. Palisade Fire House	Palisade & Congress	\$ <u>0</u>

Bid Proposal
(Continued)

O. Court House	Summit and Newkirk St.	\$ <u>300</u>
P. Caven Point	Caven Point Road and Garfield	\$ <u>1300</u>
Q. Van Vorst Park	Montgomery and Jersey Avenue	\$ <u>650</u>
R. New Port Pier	New Port Parkway	\$ <u>300</u>
S. Hamilton Park	Pavonia	\$ <u>650</u>
T. Bayside Park	Garfield Ave	\$ <u>0</u>

TOTAL BID PRICE ITEM #1 Ten thousand nine hundred fifty and 9/10 \$ 10,950
(In Writing) (In Figures)

The Bid Price for seasonal start-up shall include all costs including direct and indirect salary, fringe benefits, overhead, profit, equipment (Owned and Rented), etc., including trucks and other equipment.

**Bid Proposal
(Continued)**

Item No. 2 - Year Round Service

The Bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon actual quantity of time used, however, it shall not exceed the estimated quantity without prior written approved by the City's Purchasing Agent.

450 Hours 62 10 Times \$ 62 10 /Hour = \$ 27,945 Total Cost
 New Jersey Licensed Irrigation Contractor

375 Hours 62 10 Times \$ 62 10 /Hour = \$ 23,287.50 Total Cost
 Unit Cost Helper

TOTAL BID PRICE ITEM No. 2 fifty one thousand two hundred thirty two and 50/100 (In Writing) \$ 51,232.50 (In Figures)

NOTE: ALL UNIT PRICE FOR LABOR SHALL INCLUDE ALL COSTS INCLUDING DIRECT AND INDIRECT SALARY, FRINGE BENEFITS, OVERHEAD, PROFIT, EQUIPMENT (OWNED AND RENTED), ETC., INCLUDING TRUCKS AND OTHER EQUIPMENT NECESSARY TO PERFORM THE WORK.

Item No. 3 - Parts Allowance

Included in the total bid amount will be the sum of Fifteen Thousand (\$15,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

Fifteen Thousand (In Writing) \$ 15,000.00 (In Figures)

BID PROPOSAL
(Continued)

GRAND TOTAL PRICE ITEMS 1 THROUGH 3

The price shall include all labor, materials, equipment, removal of discarded parts, etc., and all other services to complete all work as specified. The contractor shall be paid based upon the actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order.

Seventy-seven thousand one hundred eighty-five ^{and 50/100} \$ 77,182.50
(In Writing) (In Figures)

The contract will be awarded based on the grand total amount for item nos. 1 through 3 above however, it is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time needed; therefore, the actual Contract Price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price will be the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the month of renewal. Renewal of the contract shall be subject to the availability and appropriation of sufficient funds in the fiscal year budgets of the renewal year.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SMITTY'S LANDSCAPING & DESIGN, INC.
Trade Name:
Address: 54 SWEETWOOD DR
CEDAR GROVE, NJ 07009
Certificate Number: 0621473
Effective Date: March 07, 2001
Date of Issuance: December 06, 2010

For Office Use Only:
20101206101909348



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0621473 FOR SMITTY'S LANDSCAPING & DESIGN, INC. IS
VALID.

VERIFIED
PG

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): PRESIDENT DAN SMITH
Representative's Signature: [Signature]
Name of Company: SMITH'S LANDSCAPING DESIGN Tel. No.: 973-785-8483 Date: April 1, 2015

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 : SMITH'S Landscape Design
Address : 54 Sweetwood Dr Cedar Grove, NJ 07009
Telephone No. : 973 785 8483
Contact Name : Tracy Hughes-Holdorf

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 : Smitty's Landscape Design
Address : 54 Sweetwood Dr Cedar Grove, NJ 07009
Telephone No. : 973-785-8483
Contact Name : Tracey Hughes-Holdorf

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: Maintenance of Irrigation Systems & # 1503-003
Numerous City owned facilities
 Contractor: SMITH'S LANDSCAPE DESIGN Bid Amt. \$ 77,182.50

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
N/A				

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**

Project: SPRINKLER MAINTENANCE & REPAIR OF NEWARK CITY WATER MAINS # 1503-003
 Contractor: SMITH'S LANDSCAPING & IRRIGATION Bid Amt. \$ 77,182.50

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>N/A</i>				

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

MWBE Page 3 Project Smaller Maintenance of Numerous City owned facilities

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

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?

Name of Contractor

By: Signature Dan Smith

Type or print name/title: DAN SMITH President

Telephone No: 973-785-8483 Date APRIL 8th 2015

.....
For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

MWBE Page 3 Project Sprinkler Maintenance of City own facilities (Numerous)

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		
			Minority	Woman	Neither

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?

Name of Contractor _____

By: Signature [Signature]

Type or print name/title: DAN SMITH President

Telephone No: 973-785-8483 Date April 8th 2015

.....
For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

PURCHASING COPY

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

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

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

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

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

Representative's Name/Title Print: DAN SMITH President
Representative's Signature: [Signature]
Name of Company: MILITARY AND CIVIL DESIGN
Tel. No.: 918-785-2443 Date: April 8th, 2015

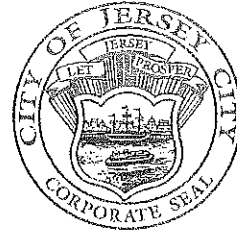
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.337

Agenda No. 10.Z.10

Approved: MAY 13 2015

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) EXISTING AUDIO VISUAL SYSTEMS AND DISTRICT DIGITAL SIGNAGE SYSTEMS APPLICATION CREATED BY G.T.B.M. INC. AS PROPRIETARY SYSTEMS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the software and hardware solution was developed by G.T.B.M. Inc. exclusively for the use of the Jersey City Police Department ("Department") and is a proprietary computer hardware and software system that requires support and maintenance services; and

WHEREAS, the system is integrated with the Department's existing infrastructure developed by G.T.B.M. Inc. and ties to E-9-1-1, CAD, and all mission critical systems to enable the display and presentation of same; and

WHEREAS, G.T.B.M. Inc. agreed to provide software maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2015 to Dec 31, 2015) for the sum of Fifty Thousand (\$50,000.00) Dollars; and

WHEREAS, funds in the amount of \$12,500.00 are currently available in the temporary 2015 budget account 01-201-25-240-310; and

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

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

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

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

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

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

City Clerk File No. Res. 15.337

Agenda No. 10.Z.10

TITLE: MAY 13 2015

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) EXISTING AUDIO VISUAL SYSTEMS AND DISTRICT DIGITAL SIGNAGE SYSTEMS APPLICATION CREATED BY G.T.B.M. INC. AS PROPRIETARY SYSTEMS

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

1. A one year contract is awarded to G.T.B.M., Inc. in the amount of Fifty Thousand (\$50,000) Dollars per year and the City's Purchasing Agent is directed to have such a contract drawn up and executed;
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd) because it is maintenance of proprietary computer hardware and software;
3. Pursuant to N.J.A.C. 5:30-5.5a, the continuation of the contract after the expenditure of funds encumbered in the 2015 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year permanent budget.
4. The award of this contract shall be subject to the condition that G.T.B.M, Inc. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.;
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Determination of Value Certification, and Certification of Compliance with the City's Contractor Pay To Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution

I Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct No. **15-01-201-25-240-310**.

Acct No. **15-01-201-25-240-310**.

PO# **116856**

Amount **\$50,000.00**

APPROVED: *Jerome Puleo*
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel
Certification Required
Not Required
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5.13.15</u>											
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

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M., INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE) EXISTING AUDIO VISUAL SYSTEMS AND DISTRICT DIGITAL SIGNAGE SYSTEMS APPLICATION CREATED BY G.T.B.M. INC. AS PROPRIETARY SYSTEMS

Project Manager

Department/Division	Public Safety	Communications & Technology
Name/Title	Robert Baker, Sr.	Fiscal Officer
Phone/email	201-547-5449	rbakersr@njcps.org

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

Contract Purpose

Maintenance and support of Audio Visual equipment at the Communications Center and Police Districts.

Cost (Identify all sources and amounts)

01-201-25-271-310
\$50,000

Contract term (include all proposed renewals)

January 1, 2015 thru December 31, 2015

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Jerome Palko
Signature of Department Director

4/10/15
Date



CITY OF JERSEY CITY
PUBLIC SAFETY COMMUNICATIONS CENTER
73-85 Bishop Street – Second Floor, Room 207
Jersey City, NJ 07304



Robert A. Baker, Sr.
Fiscal & Operations Officer

PHONE: (201) 547-5449
FAX: (201) 547-5214
Email: rbakersr@njcps.org

TO: City Council

FROM: Robert Baker, Sr.

DATE: April 9, 2015

SUBJECT: GTBM Audio Visual

COST

2013	\$112,993.75
2014	\$60,000.00
2015	\$50,000.00

This contract provides maintenance and repair of all audio/visual equipment at the Communications Center and Police Districts.

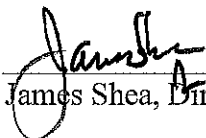
This contract is paid in 4 quarterly payments of \$12,500

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Director of Public Safety for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to G.T.B.M. Inc to provide the City with Audio Visual software system and supporting the City's wide proprietary services.
3. The term of the contract is one year effective as of January 1, 2015.
4. The amount of the contract is \$50,000.00 which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 4/10/15


James Shea, Director of Public Safety



3. LIMITATION OF LIABILITY

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

4. TERMINATION

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

5. MISCELLANEOUS



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

6. ACCEPTANCE OF AGREEMENT

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

GTBM
By: _____
Name: _____
Title: _____

Jersey City
By: _____
Name _____
Title _____



Exhibit A

Agreement Specifications

Agreement provides:

Maintenance and Support for Audio Visual Equipment and AV Systems for labor , and up to \$25,000.00 for hardware or replacement parts.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS**
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

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.


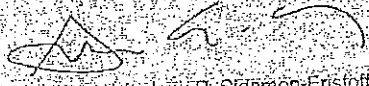
Representative's Name/Title (Print): Vincent Cronin / CFO
Representative's Signature: [Signature]
Name of Company: Gold Type Business Machines Inc
Tel. No.: 201-935-5050 Date: 1/6/15

Certification 24180

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2012** to **15-JAN-2019**.

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



Andrew P. Sidamon-Eristoff
State Treasurer

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 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): Vincent Crowley CFO
Representative's Signature: [Signature]
Name of Company: Gold Type Business Machines Inc.
Tel. No.: 201-935-5090 Date: 1/2/15

**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 : Gold Type Business Machines Inc
Address : 351 Paderson Ave , East Rutherford NJ 07073
Telephone No. : 201-935-5090
Contact Name : Viv Cropper

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: Gold Type Business Machines Inc
Address: 351 Anderson Ave, East Rutherford NJ 07073
Telephone No.: 201-935-5090
Contact Name: V. S. Clever

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES, INC.
Trade Name:
Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073-1365
Certificate Number: 0067515
Effective Date: February 22, 1977
Date of Issuance: January 06, 2015

For Office Use Only:
20150106122321148

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 *Gold Type Business Machines Inc*> *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 1/6/15)* 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 *City of Jersey City* defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

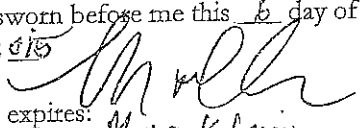
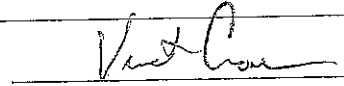
- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
<i>Rick Picoll</i>	<i>71 Ridge Rd., Rutherford NJ 07070</i>
<i>Pat Collins</i>	<i>780 Apple Ridge Rd., Frankly, Lakes NJ 07417</i>

Part 3 – Signature and Attestation:

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

Name of Business Entity: *Gold Type Business Machines Inc*
 Signed: *Vincent Cropanzano* Title: *CFO*
 Print Name: *Vincent Cropanzano* Date: *1/6/15*

Subscribed and sworn before me this <u><i>6</i></u> day of <u><i>Jan</i></u> , <u><i>2015</i></u>  My Commission expires: <u><i>March 2015</i></u> An attorney-at-law of the State of New Jersey Authorized to Administer this Oath pursuant to NJS 21:2-1	 (Affiant) <u><i>Vincent Cropanzano</i></u> (Print name & title of affiant) (Corporate Seal)
--	---

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>
City of Jersey City

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

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

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

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

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

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

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

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

Temporary and Executing

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

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

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

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

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

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

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

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

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

## Part I – Vendor Information

|              |                                 |        |               |
|--------------|---------------------------------|--------|---------------|
| Vendor Name: | Gold Type Business Machines Inc |        |               |
| Address:     | 351 Paterson Ave                |        |               |
| City:        | East Rutherford                 | State: | NJ Zip: 07073 |

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

                                                                
Signature                      Printed Name                      Title

## Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
|                  | <u>None</u>    |      |               |
|                  |                |      |               |
|                  |                |      |               |
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|                  |                |      |               |

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc

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

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders. Row 1: Rich Picelli, 71 Ridge Rd, Rutherford, NJ 07070; Pat Collins, 780 Apple Ridge Rd, Franklin Lakes, NJ 07417.

Subscribed and sworn before me this 6 day of Jan, 2015. Notary Public signature and Affiant signature (Vest Brown, CFO) with Corporate Seal.

My Commission expires: Monica K Lewis, an attorney-at-law of the State of New Jersey authorized to administer this oath. N.J.A.C. 17:27-1

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

See Specific Instructions on page 2.

|                                                 |                                                     |                                                 |                                                                     |
|-------------------------------------------------|-----------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------|
| Name                                            | Gold Type Business Machines Inc                     |                                                 |                                                                     |
| Business name, if different from above          |                                                     |                                                 |                                                                     |
| Check appropriate box:                          | <input type="checkbox"/> Individual Sole proprietor | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Partnership <input type="checkbox"/> Other |
| Address (number, street, apt. no. or suite no.) | 35 L. Peterson Ave                                  |                                                 |                                                                     |
| City, state, and ZIP code                       | East Rutherford NJ 07073                            |                                                 |                                                                     |
| List account number(s) here (optional)          |                                                     |                                                 |                                                                     |
| Requester's name and address (optional)         |                                                     |                                                 |                                                                     |

### Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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 How to get a TIN on page 3.

|                                |
|--------------------------------|
| Social security number         |
|                                |
| or                             |
| Employer identification number |
| 2222162411                     |

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### 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. person (including a U.S. resident alien).

**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 4.)

|           |                          |        |
|-----------|--------------------------|--------|
| Sign Here | Signature of U.S. person | Date   |
|           | <i>Justin Brown</i>      | 1/6/15 |

### 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, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** 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.
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If 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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Vincent Cranes / CFO

Representative's Signature: *Vincent Cranes*

Name of Company: Gold Type Business Machines Inc.

Tel. No.: 501 935-6070 Date: 11/7/15

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** 1/2/15 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Gold Type Business Machines Inc

Signed: [Signature] Title: CFO

Print Name: Vincent Cropper Date: 1/2/15

Subscribed and sworn before me  
this 7 day of Jan, 2015.  
My Commission expires:

[Signature]

[Signature]

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

Monica K. Lewis  
An Attorney - At Law of the State of New Jersey  
authorized to administer this oath pursuant to  
N.J.S.A. 41:2-1

**\*\*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.**



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

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

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

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

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

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

COMPANY: Gill Type Business Machines Inc

SIGNATURE: [Signature] DATE: 1/17/05

PRINT NAME: Vincent Brown TITLE: CFO

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Certification: 24180

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JAN-2012 to 15-JAN-2019.

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



Andrew P. Sidamon-Eristoff  
State Treasurer

**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

| Name         | Address                                        | % owned |
|--------------|------------------------------------------------|---------|
| Rich Picelli | 71 Ridge Rd<br>Rutherford, NJ 07070            | 81      |
| Pat Collins  | 780 Apple Ridge Rd<br>Franklyn Lakes, NJ 07417 | 19      |
|              |                                                |         |
|              |                                                |         |
|              |                                                |         |

SIGNATURE: *Vicki Crowe*  
*Vicki Crowe*

TITLE: *CEO*

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY *7<sup>th</sup> January* OF 20*05*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE) *Monica K. Lewis*

NOTARY PUBLIC OF MY COMMISSION EXPIRES: 20. *An - Attorney - At - Law of the State of New Jersey authorize to administer this oath pursuant to NJSA 41:2-1.*  
 (NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

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

City Clerk File No. Res. 15.338

Agenda No. 10.Z.11

Approved: MAY 13 2015

TITLE:



## **RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION AND CONFIGURATION OF CISCO FIBER LINKS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)**

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

**WHEREAS**, the fiber link connectivity is needed at the new Police West District. Fiber links allows for transmission of internet, telecommunications and cable signals; and

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

**WHEREAS**, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 is an authorized dealer and distributor of Cisco Systems and is in possession of WSCA/NASPO State Contract No. A87720, submitted a proposal in the amount of Forty Seven Thousand, Three Hundred Fifty Dollars and Ninety Five Cents (\$47,350.95) for the Installation and Configuration of Cisco Fiber Links; and

**WHEREAS**, funds are available for this contract in **Capital Account**;

| <b>Account</b>    | <b>P.O. #</b> | <b>State Contract</b> | <b>Total Contract</b> |
|-------------------|---------------|-----------------------|-----------------------|
| 04-215-55-960-990 | 116996        | A87720                | \$47,350.95           |

**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 Millennium Communications for the for the Installation and Configuration of Cisco Fiber Links at the new Police West District.
2. The total contract amount is \$47,350.95.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment 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.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 15.338

Agenda No. 10.Z.11

TITLE: MAY 13 2015

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION AND CONFIGURATION OF CISCO FIBER LINKS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 04-215-55-960-990 | 116996 | A87720         | \$47,350.95    |

Approved by Peter M. Folgado  
/Peter Folgado, Director of Purchasing,  
RPPO, QPA

April 30, 2015  
Date

PF/pv  
4/30/15

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

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

Certification Required   
Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5.13.15</u> |     |     |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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.  
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 AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION AND CONFIGURATION OF CISCO FIBER LINKS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE)

**Project Manager**

|                     |                   |                               |
|---------------------|-------------------|-------------------------------|
| Department/Division | Public Safety     | Communications and Technology |
| Name/Title          | Robert Baker, Sr. | Acting Director               |
| Phone/email         | 201-547-5449      | rbakersr@njcps.org            |

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

**Contract Purpose**

Installation of critical communications equipment not included in the planning or construction of the New West District. This installation is vital to the completion and opening of the facility.

**Cost (Identify all sources and amounts)**

\$47,350.95  
Account 04-215-55-960-990

**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.

Jerome Dale  
Signature of Department Director

4/30/15  
Date



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

PURCHASE ORDER NUMBER  
**116996**

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

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

REQUISITION # **0170000**  
 BUYER **STATECONT**

|                   |                 |
|-------------------|-----------------|
| DATE              | VENDOR NO.      |
| <b>04/30/2015</b> | <b>MI368688</b> |

**VENDOR INFORMATION**

**MILLENNIUM COMMUNICATIONS**  
**11 MELANIE LANE, UNIT 13**  
  
**EAST HANOVER NJ 07936**

**DELIVER TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**

**JERSEY CITY NJ 07304**

**BILL TO**  
**PUBLIC SAFETY COMM. CENTER**  
**73 - 85 BISHOP STREET**  
**JERSEY CITY NJ 07304**

| QUANTITY | UNIT | DESCRIPTION                                                                                                                                                                                                                                                                                                         | ACCOUNT NUMBER    | UNIT PRICE  | EXTENDED PRICE |
|----------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|----------------|
| 1.00     | EA   | FIBER-NEW WEST<br>FIBER LINK & NEW ELECTRONICS FOR THE NEW<br>WEST DISTRICT<br><br>MILLENNIUM COMMUNICATIONS IS AN<br>AUTHORIZED DEALER/DISTRIBUTOR FOR<br><br>CISCO SYSTEMS<br><br>WSCA-NASPO #AR233 (14-19) PA FOR NJ SC A87720<br><br>M-7000: DATA COMMUNICATIONS EQUIPMENT<br><br>SC RESO _____, APPROVED _____ | 04-215-55-960-990 | 47,350.9500 | 47,350.95      |

TAX EXEMPTION NO. **22-6002013**

**PO Total 47,350.95**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

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

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**Original Copy**

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

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Requisition #

0170000

Assigned PO #

Vendor  
MILLENNIUM COMMUNICATIONS  
11 MELANIE LANE, UNIT 13  
EAST HANOVER NJ 07936

Dept. Bill To  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET

Dept. Ship To  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET  
JERSEY CITY NJ 07304

JERSEY CITY

MI368688

Contact Info  
Robert Baker, Sr.  
000000201.

| Quantity | UOM | Description                                                                                                                                                                                                                                                                                                         | Account          | Unit Price | Total     |
|----------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------|
| 1.00     | EA  | FIBER-NEW WEST<br>FIBER LINK & NEW ELECTRONICS FOR THE NEW<br>WEST DISTRICT<br><br>MILLENNIUM COMMUNICATIONS IS AN<br>AUTHORIZED DEALER/DISTRIBUTOR FOR<br><br>CISCO SYSTEMS<br><br>WSCA-NASPO #AR233 (14-19) PA FOR NJ SC A87720<br><br>M-7000: DATA COMMUNICATIONS EQUIPMENT<br><br>SC RESO _____, APPROVED _____ | 0421555960990061 | 47,350.95  | 47,350.95 |

Requisition Total 47,350.95

Req. Date: 04/27/2015

Requested By: RBAKER

Buyer Id:

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

**This Is Not A Purchase Order**



|               |
|---------------|
| Requisition # |
| 0170000       |

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

|               |
|---------------|
| Assigned PO # |
|               |

## Requisition

Vendor  
MILLENNIUM COMMUNICATIONS  
11 MELANIE LANE, UNIT 13  
EAST HANOVER NJ 07936

Dept. Bill To  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET  
JERSEY CITY NJ 07304

Dept. Ship To  
PUBLIC SAFETY COMM. CENTER  
73 - 85 BISHOP STREET  
JERSEY CITY NJ 07304

MI368688

Contact Info  
Robert Baker, Sr.  
0000000201

| Quantity | UOM | Description                                                                                               | Account           | Unit Price | Total     |
|----------|-----|-----------------------------------------------------------------------------------------------------------|-------------------|------------|-----------|
| 1.00     | EA  | FIBER-NEW WEST<br>FIBER LINK AND NEW ELECTRONICS FOR THE NEW<br>WEST DISTRICT<br><br>UNDER STATE CONTRACT | 04-215-55-960-990 | 47,350.95  | 47,350.95 |

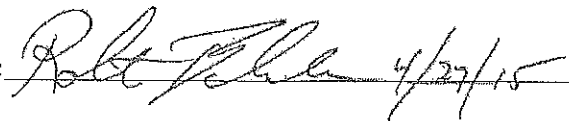
Requisition Total 47,350.95

Req. Date: 04/27/2015

Requested By: RBAKER

Buyer Id:

Approved By:



**This Is Not A Purchase Order**



CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC SAFETY

PUBLIC SAFETY | 465 MARIN BOULEVARD | JERSEY CITY, NJ 07302  
P: 201 547 4239 | F: 201 547 5298



**MEMORANDUM**

---

To: Philip Zacche, Chief of Police  
Darren Rivers, Chief of Fire

From: James R. Shea *JRS*  
Director

Date: April 28, 2015

Re: Acting Director, Public Safety Communications

Effective on Tuesday, April 28, 2015, at 1600 hours, Robert Baker Sr. will be assigned as the Acting Director of Public Safety Communications.

Please make the necessary notifications.

c: Jerome A. Cala, Assistant Director  
Robert Baker, Sr., Acting Director Communications  
Greg Kierce, OEM Coordinator  
Mary Paretti, Director, Parking Enforcement



## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0083855 FOR MILLENNIUM COMMUNICATIONS  
GROUP INC. IS VALID.

Req # 0170000

Project Name: LINK New JCPD Precinct  
 Created On: 2 Jul 2014

### Schedule A

| Model Name                                                | Description                                  | Qty   | List Price  | Disc % | Unit Price  | Extended            |
|-----------------------------------------------------------|----------------------------------------------|-------|-------------|--------|-------------|---------------------|
| <b>10G X2 Module at Bishop St (On Existing 6500 CORE)</b> |                                              |       |             |        |             |                     |
| <b>Materials</b>                                          |                                              |       |             |        |             |                     |
| FIBER-PATCHCORD                                           | Fiber Patch Cord upto 5ft                    | 1     | \$ 35.00    | 0.00   | \$ 35.00    | \$ 35.00            |
| X2-10GB-LR=                                               | 10GBASE-LR X2 Module                         | 1     | \$ 4,000.00 | 35.00  | \$ 2,600.00 | \$ 2,600.00         |
| <b>Materials</b>                                          |                                              |       |             |        |             | <b>\$ 2,635.00</b>  |
| <b>Services</b>                                           |                                              |       |             |        |             |                     |
| NWENG                                                     | Installation & Configuration of LAN Switches | 1     | \$ 1,120.00 | 0.00   | \$ 1,120.00 | \$ 1,120.00         |
| <b>Services</b>                                           |                                              |       |             |        |             | <b>\$ 1,120.00</b>  |
| <b>10GX2 Module at Bishop St</b>                          |                                              |       |             |        |             | <b>\$ 3,755.00</b>  |
| <b>New Precinct</b>                                       |                                              |       |             |        |             |                     |
| <b>Materials</b>                                          |                                              |       |             |        |             |                     |
| FIBER-PATCHCORD                                           | Fiber Patch Cord upto 5ft                    | 1     | \$ 35.00    | 0.00   | \$ 35.00    | \$ 35.00            |
| WS-C3850-24P-S                                            | Cisco Catalyst 3850 24 Port PoE IP Base      | 1     | \$ 7,300.00 | 35.00  | \$ 4,745.00 | \$ 4,745.00         |
| CAB-SPWR-30CM                                             | Catalyst 3750X Stack Power Cable 30 CM       | 1     | Included    | 0.00   | \$ -        | \$ -                |
| PWR-C1-715WAC                                             | 715W AC Config 1 Power Supply                | 1     | Included    | 0.00   | \$ -        | \$ -                |
| S3850UK9-32-0SE                                           | CAT3850 UNIVERSAL                            | 1     | Included    | 0.00   | \$ -        | \$ -                |
| STACK-T1-50CM                                             | 50CM Type 1 Stacking Cable                   | 1     | Included    | 0.00   | \$ -        | \$ -                |
| C3850-NM-2-10G                                            | Cisco Catalyst 3850 2 x 10GE Network Module  | 1     | \$ 2,500.00 | 35.00  | \$ 1,625.00 | \$ 1,625.00         |
| CAB-TA-NA                                                 | North America AC Type A Power Cable          | 1     | \$ -        | 35.00  | \$ -        | \$ -                |
| SFP-10G-LR=                                               | 10GBASE-LR SFP Module                        | 1     | \$ 3,995.00 | 35.00  | \$ 2,596.75 | \$ 2,596.75         |
| COR-006EU4-T4101D20                                       | Altos Fiber Cable 6                          | 3,500 | \$ 1.10     | 35.00  | \$ 0.72     | \$ 2,520.00         |
| <b>Materials</b>                                          |                                              |       |             |        |             | <b>\$ 11,521.75</b> |

Req # 0170000

Req # 0170000

| Services          |                                                             |     |             |       |              |              |  |
|-------------------|-------------------------------------------------------------|-----|-------------|-------|--------------|--------------|--|
| CON-SNT-WS-C384PS | SMARTNET 8X5XNBD Cisco Catalyst 3850<br>24 Port PoE IP Base | 1   | \$ 438.00   | 10.00 | \$ 394.20    | \$ 394.20    |  |
| NWENG             | Installation & Configuration of LAN Switches                | 1   | \$ 1,680.00 | 0.00  | \$ 1,680.00  | \$ 1,680.00  |  |
| Labor             | Tier #1                                                     | 120 | \$ 110.00   |       | \$ 13,200.00 | \$ 13,200.00 |  |
| Labor             | Tier #2                                                     | 120 | \$ 140.00   |       | \$ 16,800.00 | \$ 16,800.00 |  |
|                   | Services                                                    |     |             |       |              | \$ 32,074.20 |  |
|                   | New Precinct                                                |     |             |       |              | \$ 43,595.95 |  |
|                   | Project Total(USD)                                          |     |             |       |              | \$ 47,350.95 |  |

Req # 0170000

Industry Solutions

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**WSCA-NASPO #AR233  
(14-19) Participating  
Addendum for NJ #87720**

Contract Start Date: 8/29/2014  
Contract Duration: 5 years



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|-----------------------------------------------------------------|-------------------------|------------------------|--------------------|
| Product Discount: 35%                                           |                         |                        |                    |
| Service Discount:                                               |                         |                        |                    |
| Cisco SMARTnet                                                  | Discount % (Government) | Discount % (Education) |                    |
| 1-Year Contract                                                 | 10%                     | 25%                    |                    |
| 3-Year Prepaid Contract*                                        | 17%                     | 28%                    |                    |
| 5-Year Prepaid Contract*                                        | 21%                     | 30%                    |                    |
| Technical/Maintenance Services (Not Under SMARTnet Program) 10% |                         |                        |                    |
| Training/Learning Credits 0%                                    |                         |                        |                    |
| Advanced Services (Non-SOW Based) 0%                            |                         |                        |                    |

### Authorized WSCA Resellers for the State

The following Cisco partners 1) currently qualify under Cisco's established partner selection criteria for the above-referenced Cisco Prime Contract, and 2) have been authorized by the State to participate as Cisco Subcontractors under that agreement:

To verify a Partner's current Cisco Technical Certifications or Specializations, please refer to the Partner Locator Tool.

A-D | E-L | M-R | S-Z

| LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS                                                                                                             | PARTNER CONTACT INFORMATION                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Aspire Technology Partners, LLC<br>100 Village Court, Suite 300<br>Hazlet, NJ 07730<br>Phone: 732-847-9612<br>Fax: 732-847-9620<br>Federal ID #42-1628916 | REMIT-TO:<br>Liz Ciaglia<br>100 Village Court, Suite 300<br>Hazlet, NJ 07730<br>Phone: 732-847-9640                                                                              |
|                                                                                                                                                           | CUSTOMER ORDERS:<br>Brooke Olander<br>100 Village Court, Suite 300<br>Hazlet, NJ 07730<br>Phone: 732-847-9635<br>Cust Srvc/ESCALATIONS:<br>Brooke Olander<br>Phone: 732-847-9635 |

| LEGAL COMPANY NAME &<br>PRIMARY BUSINESS ADDRESS                                                                                                                                                                            | PARTNER CONTACT<br>INFORMATION                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Newport Beach, CA 92660<br>Phone: 949-271-6700<br>Fax: 914-271-6794<br>Federal ID #13-4067484                                                                                                                               | P.O. Box 677005<br>Dallas, TX 75267<br>Phone: 949-271-6777<br><br><b>CUSTOMER ORDERS:</b><br>Loretta Kushner<br>1120 Route 73, Suite 100<br>Mount Laurel, NJ 08054<br>Phone: 856-834-1130<br><b>Cust Srvc/ESCALATIONS:</b><br>Loretta Kushner<br>Phone: 856-834-1130                                        |
| ePlus Technology, Inc. *<br>13595 Dulles Technology Drive<br>Herndon, VA 20171-3413<br>Phone: 703-984-8400<br>Toll Free: 888-482-1122<br>Fax: 703-984-8600<br>Federal ID #54-1904151<br><br>*Authorized Sourcefire Reseller | REMIT-TO:<br>Norman Librea<br>13595 Dulles Technology Drive<br>Herndon, VA 20171-3413<br>Phone: 703-984-8144<br><br><b>CUSTOMER ORDERS:</b><br>Marissa Pierce<br>842 Newtown Yardley Road<br>Newtown, PA 18940<br>Phone: 609-528-8919<br><b>Cust Srvc/ESCALATIONS:</b><br>Ken Ogborn<br>Phone: 609-528-8920 |
| High Point Solutions<br>5 Gail Court<br>Sparta, NJ 07871<br>Phone: 973-940-0040<br>Fax: 973-940-0041<br>Federal ID #22-3462774                                                                                              | REMIT-TO:<br>Nancy Thompson<br>5 Gail Court<br>Sparta, NJ 07871<br>Phone: 973-940-6542<br><br><b>CUSTOMER ORDERS:</b><br>Dennis Dorrity<br>5 Gail Court<br>Sparta, NJ 07871<br>Phone: 973-940-6529<br><b>Cust Srvc/ESCALATIONS:</b><br>Nicole Fleischman<br>Phone: 973-940-6573                             |
| Millennium Communications Group, Inc.<br>11 Melanie Lane, Unit 13<br>East Hanover, NJ 07936<br>Phone: 973-503-1313<br>Toll Free: 800-677-1919<br>Fax: 973-503-0111<br>Federal ID #22-3379133                                | REMIT-TO:<br>Julie Basil<br>11 Melanie Lane, Unit 13<br>East Hanover, NJ 07936<br>Phone: 973-929-2505<br><br><b>CUSTOMER ORDERS:</b><br>Pragnesh Amin<br>11 Melanie Lane, Unit 13<br>East Hanover, NJ 07936<br>Phone: 973-929-2543<br><b>Cust Srvc/ESCALATIONS:</b><br>Pragnesh Amin<br>Phone: 973-929-2543 |
| NWN Corporation<br>11931 Foundation Place, Ste. 250<br>Gold River, CA 95670<br>Phone: 916-637-2135<br>Toll Free: 800-660-0430<br>Fax: 916-598-4800<br>Federal ID #04-3532235                                                | REMIT-TO:<br>NWN Corporation<br>Dept. 34611 P.O. Box 3900<br>San Francisco, CA 94139<br><br><b>CUSTOMER ORDERS:</b><br>Jackie Bohn<br>303 Fellowship Rd, Suite 110<br>Mt. Laurel, NJ 08054<br>Phone: 856-914-5618<br><b>Cust Srvc/ESCALATIONS:</b><br>Jackie Bohn<br>Phone: 856-914-5618                    |
| Office Business Systems Holdings, Inc.<br>600 M Ryerson Rd.<br>Lincoln Park, NJ 07035<br>Phone: 973-575-6550<br>Fax: 973-575-7407<br>Federal ID #26-1812645                                                                 | REMIT-TO:<br>Daranna Lupo<br>600 M Ryerson Rd.<br>Lincoln Park, NJ 07035<br>Phone: 973-575-6550                                                                                                                                                                                                             |

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|----------------------|-------------------------------|----------------------|------------|
| M7000 15-r<br>-23681 | DATA COMMUNICATIONS EQUIPMENT | CISCO<br>SYSTEMS INC | 87720      |
|                      |                               |                      | TOP        |



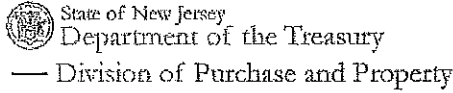
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1  
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**M-7000  
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|                                |                             |
|--------------------------------|-----------------------------|
| <b>Index #:</b>                | M-7000                      |
| <b>Contract #:</b>             | VARIOUS                     |
| <b>Contract Period:</b>        | FROM: 09/01/14 TO: 05/31/19 |
| <b>Applicable To:</b>          | ALL STATE AGENCIES          |
| <b>Cooperative Purchasing:</b> | POLITICAL SUBDIVISIONS*     |

|                                                                                     |                                                                               |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
|                                                                                     | ARUBA NETWORKS INC<br>1344 CROSSMAN AVE<br>SUNNYVALE, CA 94089                |
| <b>Contact Person:</b>                                                              | ANDREW TANGUAY                                                                |
| <b>Contact Phone:</b>                                                               | 408-419-4260                                                                  |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                  |
| <b>Contract#:</b>                                                                   | 88133                                                                         |
| <b>Expiration Date:</b>                                                             | 05/31/19                                                                      |
| <b>Terms:</b>                                                                       | NONE                                                                          |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                   |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                            |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                           |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                               |
|                                                                                     |                                                                               |
| <b>Vendor Name &amp; Address:</b>                                                   | BARRACUDA NETWORKS INC<br>3175 S WINCHESTER BLVD<br>CAMPBELL, CA 95008        |
| <b>Contact Person:</b>                                                              | ANDREA CANNON                                                                 |
| <b>Contact Phone:</b>                                                               | 703-743-9068                                                                  |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                  |
| <b>Contract#:</b>                                                                   | 88792                                                                         |
| <b>Expiration Date:</b>                                                             | 05/31/19                                                                      |
| <b>Terms:</b>                                                                       | NONE                                                                          |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                   |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                            |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                           |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                               |
|                                                                                     |                                                                               |
| <b>Vendor Name &amp; Address:</b>                                                   | BROCADE COMMUNICATIONS<br>SYSTEMS INC<br>130 HOLGER WAY<br>SAN JOSE, CA 95134 |
| <b>Contact Person:</b>                                                              | UNKNOWN                                                                       |
| <b>Contact Phone:</b>                                                               | 000-000-0000                                                                  |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                  |
| <b>Contract#:</b>                                                                   | 87718                                                                         |
| <b>Expiration Date:</b>                                                             | 05/31/19                                                                      |
| <b>Terms:</b>                                                                       | NONE                                                                          |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                   |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                            |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                           |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                               |
|                                                                                     |                                                                               |
| <b>Vendor Name &amp; Address:</b>                                                   | CISCO SYSTEMS INC<br>8TH FLOOR<br>499 THORNALL STREET<br>EDISON, NJ 08837     |
| <b>Contact Person:</b>                                                              | TONY MORELLI ACCOUNT MANAGER                                                  |
| <b>Contact Phone:</b>                                                               | 732-635-4309                                                                  |

|                                                                                     |                                                                               |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                  |
| <b>Contract#:</b>                                                                   | 87720                                                                         |
| <b>Expiration Date:</b>                                                             | 05/31/19                                                                      |
| <b>Terms:</b>                                                                       | NONE                                                                          |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                   |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                            |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                           |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                               |
| <b>Vendor Name &amp; Address:</b>                                                   |                                                                               |
|                                                                                     | DELL MARKETING LP<br>1 DELL WAY/RR8-06<br>ROUND ROCK, TX 78682                |
| <b>Contact Person:</b>                                                              | ASHLEIGH LANE                                                                 |
| <b>Contact Phone:</b>                                                               | 800-981-3355                                                                  |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                  |
| <b>Contract#:</b>                                                                   | 88796                                                                         |
| <b>Expiration Date:</b>                                                             | 05/31/19                                                                      |
| <b>Terms:</b>                                                                       | NONE                                                                          |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                   |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                            |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                           |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                               |
| <b>Vendor Name &amp; Address:</b>                                                   |                                                                               |
|                                                                                     | EMC CORPORATION<br>171 SOUTH STREET<br>HOPKINTON, MA 01748-2208               |
| <b>Contact Person:</b>                                                              | RAFFAELE CHIDO                                                                |
| <b>Contact Phone:</b>                                                               | 610-834-7740                                                                  |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                  |
| <b>Contract#:</b>                                                                   | 88793                                                                         |
| <b>Expiration Date:</b>                                                             | 05/31/19                                                                      |
| <b>Terms:</b>                                                                       | NONE                                                                          |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                   |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                            |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                           |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                               |
| <b>Vendor Name &amp; Address:</b>                                                   |                                                                               |
|                                                                                     | EXTREME NETWORKS<br>2121 RDU<br>CENTER DRIVE/STE 300<br>MORRISVILLE, NC 27560 |
| <b>Contact Person:</b>                                                              | MICHAEL SWIERK                                                                |
| <b>Contact Phone:</b>                                                               | 603-952-5221                                                                  |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                  |
| <b>Contract#:</b>                                                                   | 87722                                                                         |
| <b>Expiration Date:</b>                                                             | 05/31/19                                                                      |
| <b>Terms:</b>                                                                       | NONE                                                                          |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                   |

|                                               |                                                                                   |
|-----------------------------------------------|-----------------------------------------------------------------------------------|
| <b>Contact Person:</b>                        | JIM BLACK                                                                         |
| <b>Contact Phone:</b>                         | 201-447-2000                                                                      |
| <b>Contract#:</b> 87720                       | <b>Title:</b> DATA COMMUNICATIONS EQUIPMENT                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | ASPIRE TECHNOLOGY PARTNERS<br>100 VILLAGE COURT 3FL<br>HAZLET NJ 07730            |
| <b>Contact Person:</b>                        | FROST SCHROEDER                                                                   |
| <b>Contact Phone:</b>                         | 732-847-9612                                                                      |
| <b>Dealer/Distributor Name &amp; Address:</b> | CDW GOVERNMENT LLC<br>230 N MILWAUKEE AVE<br>VERNON HILLS IL 60061-9740           |
| <b>Contact Person:</b>                        | JOHN MAZELLA                                                                      |
| <b>Contact Phone:</b>                         | 866-776-7415                                                                      |
| <b>Dealer/Distributor Name &amp; Address:</b> | COMPUTER DESIGN & INTEGRATION<br>LLC<br>696 ROUTE 46 WEST<br>TETERBORO NJ 07608   |
| <b>Contact Person:</b>                        | DAVE REID                                                                         |
| <b>Contact Phone:</b>                         | 201-931-1420                                                                      |
| <b>Dealer/Distributor Name &amp; Address:</b> | CONTINENTAL RESOURCES INC<br>27 WORLDS FAIR DR<br>SOMERSET NJ 08873               |
| <b>Contact Person:</b>                        | LOU DEMARCO                                                                       |
| <b>Contact Phone:</b>                         | 732-748-3630                                                                      |
| <b>Dealer/Distributor Name &amp; Address:</b> | CORE BTS INC<br>750 ROUTE 202 SOUTH<br>SUITE 210<br>BRIDGEWATER NJ 08807          |
| <b>Contact Person:</b>                        | MICHELE KRAMER                                                                    |
| <b>Contact Phone:</b>                         | 908-310-4415                                                                      |
| <b>Dealer/Distributor Name &amp; Address:</b> | DIMENSION DATA NA<br>499 THORNALL ST/3RD FL<br>EDISON NJ 08837                    |
| <b>Contact Person:</b>                        | VINCENT PISCIOTTA                                                                 |
| <b>Contact Phone:</b>                         | 732-452-5237                                                                      |
| <b>Dealer/Distributor Name &amp; Address:</b> | DYNTEK<br>1120 ROUTE 73/STE 100<br>MOUNT LAUREL NJ 08054                          |
| <b>Contact Person:</b>                        | DEBORA HARTMAN                                                                    |
| <b>Contact Phone:</b>                         | 856-834-1139                                                                      |
| <b>Dealer/Distributor Name &amp; Address:</b> | EPLUS TECHNOLOGY INC<br>642 NEWTOWN YARDLEY RD<br>NEWTOWN PA 18940                |
| <b>Contact Person:</b>                        | GEORGE PASHARDIS                                                                  |
| <b>Contact Phone:</b>                         | 609-528-8912                                                                      |
| <b>Dealer/Distributor Name &amp; Address:</b> | HIGH POINT SOLUTIONS INC<br>5 GAIL COURT<br>SPARTA NJ 07871                       |
| <b>Contact Person:</b>                        | SANDRA CURRAN                                                                     |
| <b>Contact Phone:</b>                         | 973-940-0040                                                                      |
| <b>Dealer/Distributor Name &amp; Address:</b> | MILLENNIUM COMMUNICATIONS GRP<br>11 MELANIE LANE UNIT 13<br>EAST HANOVER NJ 07936 |
| <b>Contact Person:</b>                        | DAN ALOIA                                                                         |
| <b>Contact Phone:</b>                         | 973-503-1313                                                                      |
| <b>Dealer/Distributor Name &amp; Address:</b> | NWN CORPORATION<br>303 FELLOWSHIP RD/STE 110<br>MT LAUREL NJ 08054                |
| <b>Contact Person:</b>                        | MATT HIMMELSTEIN                                                                  |

|                                    | ENTERPRISE & DATA CENTER SAN & VSAN MANAGEMENT; AND SAN OPTIMIZATION. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY; 30 DAYS ARO                                                                                                                                                                                                                                   |                               |      |            |            |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------|------------|------------|
| LINE#                              | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                            | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00007                              | <p>COMM CODE: 206-64-077625 [COMPUTER HARDWARE AND PERIPHERALS FOR...]</p> <p>ITEM DESCRIPTION: SWITCHES SUCH AS: LAN ACCESS SWITCHES; LAN CORE SWITCHES; DATA CENTER SWITCHES; SOFTWARE DEFINED NETWORKS VIRTUALIZED SWITCHES; CARRIER AGGREGATION SWITCHES; AND CARRIER ETHERNET ACCESS SWITCHES. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO</p> | 1.000                         | EA   | NET        | N/A        |
| LINE#                              | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                            | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00008                              | <p>COMM CODE: 206-64-077626 [COMPUTER HARDWARE AND PERIPHERALS FOR...]</p> <p>ITEM DESCRIPTION: WIRELESS APPLIANCES SUCH AS: ACCESS POINTS; OUTDOOR WIRELESS ACCESS; WIRELESS LAN CONTROLLERS; WIRELESS LAN NETWORK SERVICES &amp; MANAGEMENT; AND CLOUD BASED SERVICES FOR ACCESS POINTS. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO</p>          | 1.000                         | EA   | NET        | N/A        |
| <b>Vendor:</b> CISCO SYSTEMS INC . |                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Contract Number:</b> 87720 |      |            |            |
| LINE#                              | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                            | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00001                              | <p>COMM CODE: 920-37-077634 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]</p> <p>ITEM DESCRIPTION: DATA CENTER APPLICATIONS SUCH AS: VIRTUALIZED LOAD BALANCERS AND WAN OPTIMIZATION APPLIANCES. FOR FURTHER INFORMATION REGARDING</p>                                                                                                                                                            | 1.000                         | EA   | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00002 | PRODUCTS INCLUDED UNDER THIS PRICE LINE PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO<br>COMM CODE: 206-64-077631 [COMPUTER HARDWARE AND PERIPHERALS FOR...]<br>ITEM DESCRIPTION: NETWORKING SOFTWARE SUCH AS: NETWORK MANAGEMENT & AUTOMATION; DATA CENTER MANAGEMENT & AUTOMATION; CLOUD PORTAL & AUTOMATION; AND BRANCH OFFICE MANAGEMENT & AUTOMATION. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO | 1.000        | EA   | NET        | N/A        |
| 00003 | COMM CODE: 206-64-077632 [COMPUTER HARDWARE AND PERIPHERALS FOR...]<br>ITEM DESCRIPTION: NETWORK OPTIMIZATION & ACCELERATION; DYNAMIC LOAD BALANCING; WAN ACCELERATION; AND HIGH AVAILABILITY & REDUNDANCY. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO                                                                                                                                                                 | 1.000        | EA   | NET        | N/A        |
| 00004 | COMM CODE: 206-64-077633 [COMPUTER HARDWARE AND PERIPHERALS FOR...]<br>ITEM DESCRIPTION: OPTICAL NETWORKING PRODUCTS SUCH AS: CORE DENSE WAVELENGTH DIVISION MULTIPLEXING SWITCHES; EDGE OPTICAL SWITCHES; OPTICAL NETWORK MANAGEMENT; AND IP OVER DWDM. DELIVERY: 30 DAYS ARO                                                                                                                                                                                        | 1.000        | EA   | NET        | N/A        |
| 00005 | COMM CODE: 206-64-077584 [COMPUTER HARDWARE AND PERIPHERALS FOR...]                                                                                                                                                                                                                                                                                                                                                                                                   | 1.000        | EA   | NET        | N/A        |

|       | ITEM DESCRIPTION:<br>ROUTERS;<br>BRANCH ROUTERS;<br>NETWORK EDGE ROUTERS;<br>CORE ROUTERS;<br>SERVICE AGGREGATION<br>ROUTERS; AND<br>CARRIER ETHERNET ROUTERS.<br>PLEASE REFER TO THE METHOD<br>OF OPERATION<br>FOR ADDITIONAL<br>INFORMATION.<br>DELIVERY: 30 DAYS ARO                                                                                                                                                                                                                |                 |      |               |            |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|---------------|------------|
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00006 | COMM CODE: 206-64-077627<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>SECURITY PRODUCTS SUCH AS:<br>DATA CENTER &<br>VIRTUALIZATION SECURITY<br>PRODUCTS AND APPLIANCES;<br>INTRUSION<br>DETECTION/PROTECTION &<br>FIREWALL<br>APPLIANCES; LOGGING<br>APPLIANCES &<br>ANALYSIS TOOLS; SECURE<br>EDGE & BRANCH<br>INTEGRATED SECURITY<br>PRODUCTS; SECURE<br>MOBILITY PRODUCTS;<br>ENCRYPTION APPLIANCES<br>AND SECURE ACCESS.<br>DELIVERY: 30 DAYS ARO | 1.000           | EA   | NET           | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00007 | COMM CODE: 206-64-087259<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>STORAGE AREA NETWORKING<br>DEVICES SUCH AS<br>DIRECTOR CLASS SAN<br>SWITCHES & MODULES;<br>FABRIC & BLADE SERVER<br>SWITCHES;<br>ENTERPRISE & DATA CENTER<br>SAN & VSAN<br>MANAGEMENT; AND SAN<br>OPTIMIZATION. FOR<br>ADDITIONAL INFORMATION<br>PLEASE REFER TO<br>THE METHOD OF OPERATION.<br>DELIVERY: 30 DAYS ARO                                                            | 1.000           | EA   | NET           | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00008 | COMM CODE: 206-64-077625<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>SWITCHES SUCH AS: LAN<br>ACCESS SWITCHES;<br>LAN CORE SWITCHES; DATA                                                                                                                                                                                                                                                                                                             | 1.000           | EA   | NET           | N/A        |

|                                  | CENTER SWITCHES;<br>SOFTWARE DEFINED<br>NETWORKS VIRTUALIZED<br>SWITCHES; CARRIER<br>AGGREGATION SWITCHES;<br>AND CARRIER ETHERNET<br>ACCESS SWITCHES.<br>FOR ADDITIONAL<br>INFORMATION PLEASE REFER<br>TO THE METHOD OF<br>OPERATION.<br>DELIVERY: 30 DAYS ARO                                                                                                                                                               |                               |      |               |            |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------|---------------|------------|
| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                        | EST<br>QUANTITY               | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00009                            | COMM CODE: 206-64-077626<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>WIRELESS APPLIANCES SUCH<br>AS:<br>ACCESS POINTS; OUTDOOR<br>WIRELESS ACCESS;<br>WIRELESS LAN CONTROLLERS;<br>WIRELESS LAN<br>NETWORK SERVICES &<br>MANAGEMENT; AND CLOUD<br>BASED SERVICES FOR ACCESS<br>POINTS. FOR<br>ADDITIONAL INFORMATION<br>PLEASE REFER TO<br>THE METHOD OF OPERATION.<br>DELIVERY: 30 DAYS ARO | 1.000                         | EA   | NET           | N/A        |
| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                        | EST<br>QUANTITY               | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00010                            | COMM CODE: 209-28-087258<br>[COMPUTER SOFTWARE FOR<br>MINI AND...]<br><br>ITEM DESCRIPTION:<br>UNIFIED COMMUNICATIONS<br>SUCH AS:<br>IP TELEPHONY; INSTANT<br>MESSAGING/PRESENCE;<br>UNIFIED MESSAGING;<br>CONTACT CENTER;<br>COMMUNICATION END POINTS<br>& APPLICATIONS;<br>UC NETWORK MANAGEMENT;<br>COLLABORATION;<br>AND COLLABORATIVE VIDEO.<br>DELIVERY: 30 DAYS ARO                                                    | 1.000                         | EA   | NET           | N/A        |
| <b>Vendor: DELL MARKETING LP</b> |                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Contract Number: 88796</b> |      |               |            |
| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                        | EST<br>QUANTITY               | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00001                            | COMM CODE: 206-64-077631<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>NETWORKING SOFTWARE SUCH<br>AS:<br>NETWORK MANAGEMENT &<br>AUTOMATION;<br>DATA CENTER MANAGEMENT &<br>AUTOMATION;<br>CLOUD PORTAL &                                                                                                                                                                                     | 1.000                         | EA   | NET           | N/A        |



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

City Clerk File No. Res. 15.339

Agenda No. 10.Z.12

Approved: MAY 13 2015

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO COMPRELLI EQUIPMENT AND SERVICES, INC. FOR THE PURCHASE AND INSTALLATION OF FOUR (4) BARRIER GATES FOR THE MUNICIPAL SERVICES COMPLEX FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for Barrier Gates; and

**WHEREAS**, three (3) proposals were obtained, with the lowest responsible being that from Comprelli Equipment and Services, Inc., 9 Brace Drive, East Hanover, New Jersey 07936 in the total amount of **Twenty One Thousand, Two Hundred Forty Eight Dollars (\$21,248.00)**; and

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

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

**WHEREAS**, the Director of Public Works 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 \$21,248.00 are available in the **Capital Account**.

| <u>Account</u>    | <u>PO #</u> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 04-215-55-886-990 | 116959      | \$21,248.00           |

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO COMPRELLI EQUIPMENT AND SERVICES, INC. FOR THE PURCHASE AND INSTALLATION OF FOUR (4) BARRIER GATES FOR THE MUNICIPAL SERVICES COMPLEX FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

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

1. A contract in the amount of \$21,248.00 for Barrier Gates is awarded to Comprelli Equipment and Services, Inc. and the Purchasing Director is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to receive the equipment 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.
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$21,248.00 are available in the Capital Account.

| <u>Account</u>    | <u>PO #</u> | <u>Total Contract</u> |
|-------------------|-------------|-----------------------|
| 04-215-55-886-990 | 116959      | \$21,248.00           |

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

April 27, 2015  
 Date

PF/pv  
 4/27/15

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED **9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>5 13 15</b> |     |     |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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 F. Lavarro, Jr.  
 Rolando F. 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 COMPRELLI EQUIPMENT AND SERVICES, INC. FOR THE PURCHASE AND INSTALLATION OF FOUR (4) BARRIER GATES FOR THE MUNICIPAL SERVICES COMPLEX, 13 – 15 LINDEN AVENUE EAST, PROJECT NO. 2015-008 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

**Project Manager**

|                     |                         |                                       |
|---------------------|-------------------------|---------------------------------------|
| Department/Division | Administration          | Architecture, Engineering and Traffic |
| Name/Title          | Brian F. Weller, L.L.A. | Director                              |
| Phone/email         | (201) 547-5900          | wellerb@cnj.org                       |

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

**Contract Purpose**

There exists a need for installation of barrier gates at four (4) locations at the Municipal Services Complex. Three (3) proposals were received as follows:

|    |                                     |             |
|----|-------------------------------------|-------------|
| 1. | Comprelli Equipment & Service, Inc. | \$21,248.00 |
| 2. | Amano McGann                        | \$27,450.00 |
| 3. | Guardian Fence Company, Inc.        | \$39,989.00 |

**Cost (Identify all sources and amounts)**

Municipal Services Capital Account  
 04-215-55-886-990 \$21,248.00

**Contract term (include all proposed renewals)**

Approximately 4-1/2 months

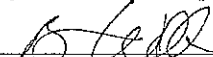
Type of award

If "Other Exception", enter type

**Additional Information**

These barriers are needed as an added security measure at the site.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

4-23-15  
Date



**CITY OF JERSEY CITY**  
 394 CENTRAL AVE.  
 2ND FLOOR  
 JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

PURCHASE ORDER NUMBER  
**116959**

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

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

REQUISITION # **0169980**  
 BUYER **P2PRESO**

|            |            |
|------------|------------|
| DATE       | VENDOR NO. |
| 04/24/2015 | CO123073   |

**VENDOR INFORMATION**

**COMPRELLI EQUIPMENT & SRVC INC**  
 9 BRACE DRIVE  
 EAST HANOVER NJ 07936

**DELIVER TO**  
 ARCH, ENG, TRAFF & TRANS.  
 13-15 LINDEN AVE. EAST  
 JERSEY CITY NJ 07305

**BILL TO**  
 ARCH, ENG, TRAFF & TRANS.  
 13-15 LINDEN AVE. EAST  
 JERSEY CITY NJ 07305

| QUANTITY | UNIT | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                        | ACCOUNT NUMBER    | UNIT PRICE  | EXTENDED PRICE |
|----------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|----------------|
| 1.00     | EA   | <b>BARRIER GATES</b><br><br>PROJECT NO. 2015-008<br><br>PURCHASE & INSTALLATION OF (4) BARRIER GATES FOR THE MUNICIPAL SERVICES COMPLEX, 13-15 LINDEN AVE EAST, PROJECT NO. 2015-008 FOR THE DEPT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION<br><br>PROPOSAL #: 8663, JEFF@CESFENCE.COM 973.428.8687<br><br>PTP RESO _____, APPROVED _____ | 04-215-55-886-990 | 21,248.0000 | 21,248.00      |

TAX EXEMPTION NO. **22-6002013**

**PO Total 21,248.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

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

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

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

CITY OF JERSEY CITY

Requisition #  
0169980

Assigned PO #

Requisition

Vendor  
COMPRELLI EQUIPMENT & SERVICE,  
INC  
9 BRACE DRIVE  
EAST HANOVER NJ 07936  
CO123073

Dept. Bill To  
ARCH, ENG, TRAFF & TRANS.  
13-15 LINDEN AVE. EAST  
JERSEY CITY NJ 07305

Dept. Ship To  
ARCH, ENG, TRAFF & TRANS.  
13-15 LINDEN AVE. EAST  
JERSEY CITY NJ 07305

*PTP Reso  
4.23*

Contact Info

| Quantity | UOM | Description        | Account           | Unit Price | Total     |
|----------|-----|--------------------|-------------------|------------|-----------|
| 1.00     | 1   | MUNICIPAL SERVICES | 04-215-55-886-990 | 21,248.00  | 21,248.00 |


MUNICIPAL SERVICES COMPLEX - BARRIER GATES

PROJECT NO. 2015-008

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO  
COMPRELLI EQUIPMENT AND SERVICES, INC. FOR THE  
PURCHASE AND INSTALLATION OF FOUR (4) BARRIER  
GATES FOR THE MUNICIPAL SERVICES COMPLEX,  
13 - 15 LINDEN AVENUE EAST, PROJECT NO. 2015-008  
FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF  
ARCHITECTURE, ENGINEERING, TRAFFIC AND  
TRANSPORTATION

Requisition Total 21,248.00

Req. Date: 04/23/2015  
Requested By: AUDREY  
Buyer Id:

Approved By: 

This Is Not A Purchase Order



**New Jersey Division of Revenue**

Revenue

NJBGS

**On-Line Business Registration Certificate  
Service**

**CERTIFICATE NUMBER 0440173 FOR COMPRELLI EQUIPMENT AND  
SERVICE, INC. IS VALID.**

Requisition #  
0169980

**CITY OF JERSEY CITY**

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

Assigned PO #

**Requisition**

**Vendor**  
COMPRELLI EQUIPMENT & SRVC INC  
9 BRACE DRIVE  
EAST HANOVER NJ 07936

**Dept. Bill To**  
ARCH, ENG, TRAFF & TRANS.  
13-15 LINDEN AVE. EAST

**Dept. Ship To**  
ARCH, ENG, TRAFF & TRANS.  
13-15 LINDEN AVE. EAST  
JERSEY CITY NJ 07305

CO123073

JERSEY CITY

**Contact Info**  
BRIAN F. WELLER, DIRECTOR  
015475900.

| Quantity | UOM | Description   | Account          | Unit Price | Total     |
|----------|-----|---------------|------------------|------------|-----------|
| 1.00     | EA  | BARRIER GATES | 0421555886990025 | 21,248.00  | 21,248.00 |

PROJECT NO. 2015-008

PURCHASE & INSTALLATION OF (4) BARRIER GATES FOR THE MUNICIPAL SERVICES COMPLEX, 13-15 LINDEN AVE EAST, PROJECT NO. 2015-008 FOR THE DEPT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION

PROPOSAL #: 8663, JEFF@CESFENCE.COM  
973.428.8687

PTP RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

**Requisition Total 21,248.00**

Req. Date: 04/23/2015

Requested By: AUDREY

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

Buyer Id:

**This Is Not A Purchase Order**



**CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND TRANSPORTATION**

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : April 22, 2015

TO : Peter Folgado, Purchasing Agent, RPPO, QPA

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation

SUBJECT : Municipal Service Complex - Barrier Gates  
Project No. 2015-008  
Re: Comprelli Equipment & Services, Inc.

Our office has received three (3) proposals for the purchase and installation of four (4) Hy-Security Smart Park barrier gates. They are as follows:

- |    |                                                                                                          |                    |
|----|----------------------------------------------------------------------------------------------------------|--------------------|
| 1. | <b>Comprelli Equipment &amp; Service, Inc.</b><br>9 Brace Drive<br>East Hanover, New Jersey 07936        | <b>\$21,248.00</b> |
| 2. | <b>Amano McGann</b><br>2699 Patton Road<br>Roseville, MN 55113                                           | <b>\$27,450.00</b> |
| 3. | <b>Guardian Fence Company, Inc.</b><br>180 Wright Street, P.O. Box 2009<br>Newark, New Jersey 07114-2627 | <b>\$39,989.00</b> |

We recommend awarding this contract to Comprelli Equipment & Services, Inc. who has presented the lower price. Attached please find Purchase Requisition No. 0169980 for this purpose.

ab  
Attachments





CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : April 23, 2015

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council,

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation *bf*

SUBJECT : Municipal Services Complex - Barrier Gates  
Project No. 2015-008  
Re: Resolution for Comprelli Equipment and Services, Inc.

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Attached for your consideration is a Resolution Authorizing award of a Contract to Comprelli Equipment and Services, Inc. for the purchase and installation of four (4) barrier gates for the Municipal Services Complex.

If you have any questions, please feel free to call.

ab



Comprelli Equipment & Services, Inc.

9 Brace Drive  
 East Hanover, NJ 07936  
 Phone: (973) 428-8687

# Proposal

|                   |          |            |
|-------------------|----------|------------|
| E-mail            | DATE     | ESTIMATE # |
| jeff@cesfence.com | 4/2/2015 | 8663       |

|                                                                                                          |
|----------------------------------------------------------------------------------------------------------|
| <b>NAME / ADDRESS</b>                                                                                    |
| City of Jersey City<br>Dept of Public Works<br>575 Rt 440<br>Jersey City, NJ 07305<br>Attn: Brian Weller |

|                                                                        |
|------------------------------------------------------------------------|
| <b>Ship To</b>                                                         |
| Public Works Bldg.<br>13-15 Lined Ave East<br>Jersey City, NJ<br>07305 |

|              |                |              |
|--------------|----------------|--------------|
| <b>TERMS</b> | <b>PROJECT</b> | <b>PHONE</b> |
|              |                |              |

| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | TOTAL              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <p>We propose to furnish and install 4 - Hy-Security Smart Park barriers arm gate operators where the existing guard booths are located. The operators will be installed 24" x 24" on concrete pads 36" deep. Controls for a open and a hold open will be installed in the guard booth. The gate will close automatically by the means of a timer. The exist gates will have a free exit loop installed 5' behind the gate and a safety loop will be installed on all 4 operators. Included in the proposal is the following items</p> <ul style="list-style-type: none"> <li>4 - Hy-Security Smart Park Operators</li> <li>4 - 14' Aluminum arms with LED lights and breakaway arms</li> <li>4 - Safety loops and detectors</li> <li>2 - Free exit loops and detectors</li> <li>4 - Push button stations (Conduit and Wiring)</li> </ul> <p>Power for all 4 units run by a NJ Licensed Electrician</p> <p>NOT INCLUDED IS THE COST OF THE PERMIT</p> | 21,248.00          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 0.00               |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>\$21,248.00</b> |

ACCEPTANCE OF PROPOSAL --- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE \_\_\_\_\_



AMANO MCGANN

# PROPOSAL

## JC DPM Barrier Gates

Submitted to  
Martin Valenti  
Jersey City DPW

Prepared by  
Anthony Thimba  
Senior Sales Executive  
[anthony.thimba@amanomcgann.com](mailto:anthony.thimba@amanomcgann.com)

RECEIVED

2015 JAN -2 AM 10:19  
DIVISION OF ARCHITECTURE

[www.amanomcgann.com](http://www.amanomcgann.com)

# AMANO McGANN

**Project Name:** JC DPM Barrier Gates  
**Proposal Number:** Q-00003797  
**Proposal Date:** 12/30/2014

**Submitted to:** Jersey City DPW

**Submitted by:** Amano McGann, Inc.

**Customer Name:** Martin Valenti

**Amano Representative:** Anthony Thimba

**Address:** 13 - 15 Linden Avenue East, Suite 200

**Address:** 140 Harrison Ave

**City, State, Zip:** Jersey City, NJ 07305

**City, State, Zip:** Roseland New Jersey 07068

**Tel:**

**Tel:** 973-725-3636

**Email:** m.valenti@jciaonline.org

**Email:** anthony.thimba@amanomcgann.com

**Proposal valid through:** 3/30/2015

| Qty | Model         | Description                                 |
|-----|---------------|---------------------------------------------|
| 4   | AMG-1750/A850 | Gate, Dual detector, two-tone silver/grey.  |
| 4   | AL12          | 12' Straight Aluminum Gate Arm              |
| 4   | L5            | Pre-Fabricated Loop, 2' x 6' w/25' lead-in  |
| 2   | PB3N          | Push Button Momentary Narrow Green/Red Lens |

AMANO McGANN

**TOTAL SYSTEM SUMMARY**

Products Subtotal: \$14,820.00

Installation & Technical Services: \$3,360.00

Miscellaneous: N/A

Subcontractor Services: \$8,750.00

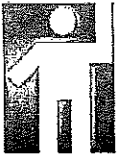
Freight: \$520.00

Applicable Taxes: \$0.00

**Total System Investment: \$27,450.00**

---

**AMANO McGANN**



**GUARDIAN FENCE COMPANY., INC.**

180 Wright Street  
P.O.Box 2009  
Newark, New Jersey 07114-2627

Tel: (973) 824-1850 • Fax: (973) 824-5862

E-mail: guardianfence@optonline.net

- Chain link fencing
- Ornamental fencing
- Wood fencing
- Temporary fencing
- Interior wire partitions
- Highway guide rails
- Electric gate operations
- Access control systems

DATE: April 21, 2015

TO: Jersey City DPW

ATTN: Mr. Snow

PHONE: 201-547-4449

FAX: 201-547-5737

FROM: Harvey Feldman, Guardian Fence Co., Inc.

REF: Gate Arms at Linden Ave DPW Compound

Proposal revision #0

We hereby submit our proposal to furnish labor; materials and equipment necessary to provide the following work as per the information that you provided **and** as noted and described herein:

SCOPE OF WORK AND PRICING

This proposal includes, and is limited to the following. Install four (4) electric vehicle barrier gate arms. Arm will be compatible with in ground reversing loops, and photo reversing eyes. Gates will be controlled via 3 button station mounted inside guard booth.

Guardian Fence Co. Inc will complete this work for the sum of \$39,989.00

TERMS, CONDITIONS & EXCEPTIONS

This proposal is a conditional offer and is subject to the following items:

- 1) This proposal is valid for 15 days.
- 2) The following items of work **are not included** in our proposal:
  - Clearing, grading, grubbing and/or removal of debris.
  - Layout, locating of property lines, grades and related work.
  - Engineering and "as built" drawings.
  - Locating and mark-out of all underground utilities, vaults, sprinkler systems and etc.
  - Local permits, licenses or fees.
  - Padlocks for gates. All gates include provisions for padlocking.
  - Electric work or integration into existing security system, we will only be responsible for final connections

Thank you for the opportunity to submit this proposal. Please contact me if you have any questions or require any additional information.

Very truly yours,

Harvey Feldman  
President

Accepted By:

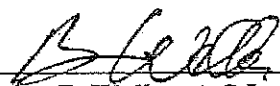
DECISION BY: [unclear]  
 21 APR 2015 10:45 AM

## DETERMINATION OF VALUE CERTIFICATION

Brian F. Weller, A.S.L.A., L.L.A., of full age, hereby certifies as follows:

1. I am the Director of the Division of Architecture, Engineering, Traffic and Transportation of the City of Jersey City and have knowledge of the services needed for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation.
2. The City of Jersey City requires installation of four (4) barrier gates at the Municipal Services Complex.
3. The City received three (3) quotations, the lowest being from Comprelli Equipment & Service, Inc.
4. I recommend awarding this contract to Comprelli Equipment & Service, Inc.
5. The term of the contract eight (8) weeks as of the date of contract award.
6. The estimated amount of the contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 4.27.15

  
\_\_\_\_\_  
Brian F. Weller, A.S.L.A., L.L.A.,  
Director

**EEO/AFFIRMATIVE  
ACTION  
REQUIREMENTS  
CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA Requirements For Construction  
Contracts should be directed to:

Jeanne F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative Action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel: #201-547-4533  
Fax# 201-547-5088  
E-mail Address: [abuanj@fonj.org](mailto:abuanj@fonj.org)

RECEIVED  
MAY 11 2001 11:13 AM  
DIVISION OF AFFIRMATIVE ACTION



(REVISED 4/13)

**EXHIBIT B (1 of 4)**  
**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**  
**CONSTRUCTION CONTRACTS**

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

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

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

The contractor or subcontractor 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27□7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

### **Exhibit B (2 of 4)**

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

**Exhibit B (4 of 4)**

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

**Exhibit B (Continuation)**

**(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 Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

**(D) The contractor and its subcontractors shall furnish such reports or other documents to the 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 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): JEFF COMPRELLI

Representative's Signature: 

Name of Company: Comprelli Equipment & Services, Inc

Tel. No.: 973-428-8687

Date: 4/22/15

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

The contractor and the Owner of Comprelli Equipment & SVC (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: JEFF. COMPELLI  
Representative's Signature: [Signature]  
Name of Company: Comprelli Equipment & SVC, Inc.  
Tel. No.: 913-428-8687 Date: 4/22/15

**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 : Compelli Equipment & Services, Inc

Address : 9 Brace Drive, E. Hanover NJ 07936

Telephone No. : 973-428-8687

Contact Name: Mary Ormatkong

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: Installation of gate operators # 8663

Contractor: Compelle Equipment + Svc Bid Amt. \$ 21,248.00

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<br>Check appropriate column |       |         |
|-------|------------------|--------------------------------------------------------------|-------|---------|
|       |                  | Minority                                                     | Woman | Neither |
| N/A   |                  |                                                              |       |         |
|       |                  |                                                              |       |         |
|       |                  |                                                              |       |         |
|       |                  |                                                              |       |         |
|       |                  |                                                              |       |         |
|       |                  |                                                              |       |         |
|       |                  |                                                              |       |         |
|       |                  |                                                              |       |         |
|       |                  |                                                              |       |         |
|       |                  |                                                              |       |         |

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

MWBE Page 3 Project Installation of gate operators

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 |
|       | Compelli Equipment & Services        | \$21,248.00      |                                     |       |         |
|       | 9 BRACE DRIVE<br>E. HAMOVEN NJ 07936 |                  |                                     |       | 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?

\_\_\_\_\_

Name of Contractor Compelli Equipment & Services, Inc

By: Signature [Signature]

Type or print name/title: JEFF COMPELLI / President

Telephone No: 973-428-8687 Date 4/22/15

.....  
For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

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

**PURCHASING COPY**





STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:           COMPRELLI EQUIPMENT AND SERVICE, INC.  
Trade Name:  
Address:                   9 BRACE DRIVE  
                              EAST HANOVER, NJ 07936  
Certificate Number:      0440173  
Effective Date:           April 20, 1978  
Date of Issuance:         February 19, 2007

For Office Use Only:  
20070219000392R721



City Clerk File No. Ord. 08-128

Agenda No. INITIATIVE PETITION 1st Reading

Agenda No. 4. A. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-128

**TITLE:**

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City  
(CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

**DEFINITIONS**

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

An ordinance establishing those Business Entities which make political contributions to municipal candidates and nonpartisan and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM GUARANTEE)

(b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.

(c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecified services" as such term is used in N.J.S.A. 40A:11-5.

(d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm, corporation, professional corporation, partnership, limited liability company, organization, association, and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation, wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

**SECTION 1 - PROHIBITION ON AWARDED PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS**

(e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(b) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"); nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"); in excess of the thresholds specified in subsection (g) within one calendar year immediately preceding the date of the contract or agreement.

(f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.

(g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$300 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and candidates and county political parties in excess of certain limits shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract; all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

(h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

(i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded, nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

#### SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

#### SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

#### SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

(j) Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecified Services from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.

(k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.

(l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

#### SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

#### SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a Fair and Open Process under N.J.S.A. 19:44A-20 et seq.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY RESTRICTION ORDINANCE)

**SECTION 7 - PENALTY**

(m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries (or the purpose of concealing or misrepresenting the source of the Contribution); (iv) made or solicited any Contribution on this condition or with the agreement that it will be re-contributed to a candidate, candidate committee, or joint candidate committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.

(n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii), shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.

(o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violators of this ordinance of the City of Jersey City.

**SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION**

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

**SECTION 9 - SEVERABILITY**

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby; and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision of application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

- James Carroll, 44 Terrace, Jersey City, New Jersey 07307
- Steven Futop, 76 Essex Street, Jersey City, N.J. 07302
- Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302
- Aaron Morrill, 209 Washington Street, Jersey City, N.J. 07302
- Shelly Sidmer, 286 Pavonia, Jersey City, N.J. 07302

**SECTION 10 - REPEALER**

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

An ordinance establishing that a business entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDNANCE)

**SECTION 11 - INDEXING**

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased, effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

**SECTION 12 - EFFECTIVE DATE**

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_  
Deputy Mayor

APPROVED: \_\_\_\_\_  
Deputy Mayor

Certification Required

Not Required

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

ORDINANCE NO. 4.A. Ord. 08-128

TITLE:

An ordinance establishing a Business Entry which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

| RECORD OF COUNCIL VOTE ON INTRODUCTION |     |     |      |               |     |     |      |               |     |     |      |
|----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                        |     |     |      | N/A           |     |     |      |               |     |     |      |
| COUNCILPERSON                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                              |     |     |      | CAUGHYAN      |     |     |      | BRENNAN       |     |     |      |
| SPINELLO                               |     |     |      | FLOPP         |     |     |      | FLODD         |     |     |      |
| IPSEI                                  |     |     |      | REICHARDSON   |     |     |      | VERA, PRES.   |     |     |      |

Indicates Vote: **JAMES F. WADDETON**    **ARON MORRILL**    **JAMES CARROLL** N.V. Not Voting (Absent)  
**BREY SCHUNDLER**    **RAYLIE VUNKEL**    **SEBASTIAN BERNHEIM**  
**STEVE DAVISON**    **TOM GIOGONS**    **HEATHER TAYLOR**  
**TOM WILEN**    **SHELLEY SCHNEE**    **DANIEL LEVIN**

| RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING |     |     |      |                  |     |     |      |               |     |     |      |
|------------------------------------------------|-----|-----|------|------------------|-----|-----|------|---------------|-----|-----|------|
|                                                |     |     |      | SEP 0 3 2008 9-0 |     |     |      |               |     |     |      |
| COUNCILPERSON                                  | AYE | NAY | N.V. | COUNCILPERSON    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                      | ✓   |     |      | CAUGHYAN         | ✓   |     |      | BRENNAN       | ✓   |     |      |
| SPINELLO                                       | ✓   |     |      | FLOPP            | ✓   |     |      | FLODD         | ✓   |     |      |
| IPSEI                                          | ✓   |     |      | REICHARDSON      | ✓   |     |      | VERA, PRES.   | ✓   |     |      |

Indicates Vote: **DAN FALCON**    **YVONNE GALGER**    N.V. Not Voting (Absent)  
**ANTHONY ADRELL**  
**ANDREW HUBSCH**  
**MARALEY DOWLES**

| RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY |     |     |      |               |     |     |      |               |     |     |      |
|----------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                              |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                                | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                    |     |     |      | CAUGHYAN      |     |     |      | BRENNAN       |     |     |      |
| SPINELLO                                     |     |     |      | FLOPP         |     |     |      | FLODD         |     |     |      |
| IPSEI                                        |     |     |      | REICHARDSON   |     |     |      | VERA, PRES.   |     |     |      |

Indicates Vote: N.V. Not Voting (Absent)

| RECORD OF FINAL COUNCIL VOTE |     |     |      |                  |     |     |      |               |     |     |      |
|------------------------------|-----|-----|------|------------------|-----|-----|------|---------------|-----|-----|------|
|                              |     |     |      | SEP 0 3 2008 9-0 |     |     |      |               |     |     |      |
| COUNCILPERSON                | AYE | NAY | N.V. | COUNCILPERSON    | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                    | ✓   |     |      | CAUGHYAN         | ✓   |     |      | BRENNAN       | ✓   |     |      |
| SPINELLO                     | ✓   |     |      | FLOPP            | ✓   |     |      | FLODD         | ✓   |     |      |
| IPSEI                        | ✓   |     |      | REICHARDSON      | ✓   |     |      | VERA, PRES.   | ✓   |     |      |

Indicates Vote: N.V. Not Voting (Absent)

Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on

SEP 0 3 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 3 2008

APPROVED:

*Mariano Vera, Jr.*  
Mariano Vera, Jr., Council President

Date: SEP 0 3 2008

APPROVED:

*John P. H. [Signature]*  
John P. H. [Signature]

Date: SEP 0 4 2008

Date to Mayor: SEP 0 4 2008

*John P. H. [Signature]*  
John P. H. [Signature], City Clerk

\*Amended by(s):



**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIRLAND 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 candidates committee, joint candidates committee or political party committee representing the elected officials of the *<name of entity of elected officials>* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewald          |
| Team Fulop                            | Councilperson Khemraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavaro for Council                    | Councilperson Michael Yua             |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
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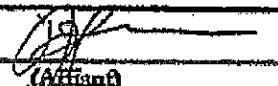
**Part 3 - Signature and Attestation:**

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: JEFF COMPRELLI EQUIPMENT & SVC.

Signature: [Signature] Title: PRESIDENT

Print Name: JEFF COMPRELLI Date: 4/22/15

|                                                                                  |                                                                                                                                                                                |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>22</u> day of <u>April</u> , 20 <u>15</u> | <br>(Affiant)<br><u>JEFF COMPRELLI</u><br>(Print name & title of affiant) (Corporate Seal) |
| My Commission expires: <u>3/14/16</u>                                            |                                                                                                                                                                                |

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 19 days prior to the award of the contract.

## Part I - Vendor Information

|              |                                 |        |       |
|--------------|---------------------------------|--------|-------|
| Vendor Name: | COMPPELLI EQUIPMENT & SVC. INC. |        |       |
| Address:     | 9 TORACE DRIVE                  |        |       |
| City:        | EAST HANOVER                    | State: | NJ    |
|              |                                 | Zip:   | 07936 |

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

  
Signature: \_\_\_\_\_ Printed Name: JEFF COMPPELLI Title: PRESIDENT

## Part II - Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
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Check here if the information is continued on subsequent page(s)

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

City Clerk File No. Res. 15.340  
Agenda No. 10.Z.13  
Approved: MAY 13 2015



TITLE:

## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO V & K CONSTRUCTION INC FOR ANGEL RAMOS PARK RENOVATION, PROJECT NO. 2013-028 FOR THE DEPARTMENT OF PUBLIC ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

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

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for **Angel Ramos Park Renovation, Project No. 2013-028** for the Department of Administration/Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **(6) Bids**, the lowest responsible bid being that from **V & K Construction Inc, 37 Bartha Avenue, Edison, NJ 08817**, in the total bid amount of **Two Hundred Sixty Five Thousand, Five Hundred Fifty (\$265, 550.00) Dollars**; and

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

**WHEREAS**, the sum of **Two Hundred Sixty Five Thousand, Five Hundred Fifty (\$265, 550.00) Dollars** are available in the 2015 temporary budget; and

**WHEREAS**, the funds for this purchase are available in **Capital Acct #04-215-55-896-990**; and

**Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.**

| Acct. No.         | P.O. # |                          | Amount              |
|-------------------|--------|--------------------------|---------------------|
| 04-215-55-896-990 | 117034 | <b>Total Contract</b>    | <b>\$265,550.00</b> |
| 04-215-55-896-990 | 117035 | <b>Contingency</b>       | <b>\$39,832.50</b>  |
|                   |        | <b>Total Encumbrance</b> | <b>\$305,382.50</b> |

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

**WHEREAS**, if funds are not available for the contract in the 2015 temporary and budget, the contract will be terminated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **V & K Construction 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)

City Clerk File No. Res. 15.340

Agenda No. 10.Z.13 MAY 13 2015

**TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO V & K CONSTRUCTION INC FOR ANGEL RAMOS PARK RENOVATION, PROJECT NO. 2013-028 FOR THE DEPARTMENT OF PUBLIC ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

**Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.**

| Acct. No.         | P.O. # |                   | Amount       |
|-------------------|--------|-------------------|--------------|
| 04-215-55-896-990 | 117034 | Total Contract    | \$265,550.00 |
| 04-215-55-896-990 | 117035 | Contingency       | \$39,832.50  |
|                   |        | Total Encumbrance | \$305,382.50 |

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

PF/pc  
5/1/15

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO V & K CONSTRUCTION, INC. FOR ANGEL RAMOS PARK - RENOVATION, PROJECT NO. 2013-028 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

**Project Manager**

|                     |                         |                                       |
|---------------------|-------------------------|---------------------------------------|
| Department/Division | Administration          | Architecture, Engineering and Traffic |
| Name/Title          | Brian F. Weller, L.L.A. | Director                              |
| Phone/email         | (201) 547-5900          | wellerb@cnj.org                       |

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

**Contract Purpose**

There exist a need to renovate Angel Ramos Park. Bids were received on March 24, 2015 at the Division of Purchasing. Six (6) Bids were received.

|                                    |              |          |
|------------------------------------|--------------|----------|
| V & K Construction                 | \$265,550.00 |          |
| Rich Picerno Builders, LLC         | \$270,000.00 |          |
| JC Landscape Construction          | \$301,352.00 |          |
| Adamo Brothers Construction        | \$326,875.00 |          |
| Zenith Construction Services, Inc. | \$344,000.00 |          |
| Practical LLC                      | \$369,000.00 | Rejected |

**Cost (Identify all sources and amounts)**

|                              |                                |
|------------------------------|--------------------------------|
| <u>General Purks Account</u> |                                |
| 04-215-55-896-990            | \$265,550.00                   |
| 04-215-55-896-990            | \$ 39,832.50 (15% Contingency) |

**Contract term (include all proposed renewals)**

Approximately 4 months after contract award

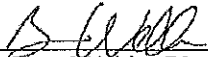
Type of award

If "Other Exception", enter type

**Additional Information**

This project will be partial reimbursed by Green Acres. The awarding resolution has been drafted by the Division of Purchasing.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

5.1.15  
Date

# RESOLUTION CHECKLIST

**GOODS & SERVICES - NON BIDS**

**BIDS**

REQ NO. 0167550 & 0167551

PO # 117034 & 117035

DEPT/DIV: Admin/Arch, Eng, Traff. &  
Transp.

SUBJ: Angel Ramos Park Renovation  
Project No. 2013-028

## GOODS & SERVICES NON BIDS

|                                                   | Amending | Emergency | EUS | GSA | Ordinance | Pay to Play | Prof Service | State Contract | Library | Resolution |
|---------------------------------------------------|----------|-----------|-----|-----|-----------|-------------|--------------|----------------|---------|------------|
| Quote/Proposal/Agreement                          |          |           |     |     |           |             |              |                |         |            |
| EEO/AA Compliance                                 |          |           |     |     |           |             |              |                |         |            |
| BRC/Validation                                    |          |           |     |     |           |             |              |                |         |            |
| Pay-to-Play, Political<br>Contribution/B.E.D.     |          |           |     |     |           |             |              |                |         |            |
| Legislative Fact Sheet/<br>Determination of Value |          |           |     |     |           |             |              |                |         |            |

**NOTE:**

## BIDS

|                                                   | Goods &<br>Services | Construction | RFP's | RFQ's | Resolution | Amending |
|---------------------------------------------------|---------------------|--------------|-------|-------|------------|----------|
| Proposal Page/Amounts                             |                     | X            |       |       | X          |          |
| EEO/AA Compliance                                 |                     | X            |       |       |            |          |
| BRC/Validation                                    |                     | X            |       |       |            |          |
| Certification Regarding<br>Suspension/Debarment   |                     | X            |       |       |            |          |
| Legislative Fact Sheet/<br>Determination of Value |                     | X            |       |       |            |          |

**Notes:**

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STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5147 | F: 201 547 4833



ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

**DATE** : May 1, 2015  
**TO** : Peter Folgado, Purchasing Director  
**FROM** : Robert Kakoleski, Business Administrator  
**SUBJECT** : Angel Ramos Park - Renovation  
 Project No. 2013-028  
 Re: Contract Award

Please be advised, after careful and through review of the bids with Raymond Reddington of the Law Department, I recommend that the contract be awarded to:

V & K Construction, Inc.  
37 Bartha Avenue  
Edison, New Jersey 08817

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the May 13, 2015 Council Meeting.

|              |                   |                                       |
|--------------|-------------------|---------------------------------------|
| Req. 0167550 | 04-215-55-896-990 | \$265,550.00                          |
| Req. 0167551 | 04-215-55-896-990 | <u>\$ 39,832.50</u> (15% Contingency) |
|              |                   | \$305,382.50                          |

If you have any questions, please do not hesitate to call.

Robert Kakoleski, Business Administrator

ab  
Attachments

c: Brian F. Weller, Director, Division of AET&T  
Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Division



**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ARCHITECTURE, ENGINEERING**  
**TRAFFIC AND TRANSPORTATION**  
 MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
 P: 201 547 5900 | F: 201 547 5808



**STEVEN M. FULOP**  
 MAYOR OF JERSEY CITY

**ROBERT KAKOLESKI**  
 BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE** : May 1, 2015

**TO** : Robert Kakoleski, Business Administrator

**FROM** : Brian F. Weller, L.L.A., A.S.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation *BFW*

**SUBJECT** : Angel Ramos Park - Renovation  
 Project No. 2013-028

This office in conjunction with Raymond Reddington of the Law Department have reviewed the bids received on March 24, 2015 at the Division of Purchasing at 11:00 a.m. and recommend award to the low bidder, V & K Construction, Inc., 37 Bartha Avenue, Edison, New Jersey 08817.

|                                    |              |          |
|------------------------------------|--------------|----------|
| V & K Construction                 | \$265,550.00 |          |
| Rich Picerno Builders, LLC         | \$270,000.00 |          |
| JC Landscape Construction          | \$301,352.00 |          |
| Adamo Brothers Construction        | \$326,875.00 |          |
| Zenith Construction Services, Inc. | \$344,000.00 |          |
| Practical LLC                      | \$369,000.00 | Rejected |

The project is funded by Capital Parks Improvements, please encumber as follows:

|              |                   |                     |                   |
|--------------|-------------------|---------------------|-------------------|
| Req. 0167550 | 04-215-55-896-990 | \$265,550.00        |                   |
| Req. 0167551 | 04-215-55-896-990 | <u>\$ 39,832.50</u> | (15% Contingency) |
|              |                   | \$305,382.50        |                   |

Division of Architecture formally requests that we make a recommendation to award this important project for the community.

ab  
 Attachments

c: Peter Folgado, Purchasing Director  
 Raquel Tosado, Contractor Manager  
 Paola Campbell, Purchasing Division





**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ARCHITECTURE, ENGINEERING**  
**TRAFFIC AND TRANSPORTATION**  
 MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
 P: 201 547 5900 | F: 201 547 5806



**STEVEN M. FULOP**  
 MAYOR OF JERSEY CITY

**ROBERT KAKOLESKI**  
 BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE** : May 1, 2015

**TO** : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

**FROM** : Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation *BFW*

**SUBJECT** : Angel Ramos Park - Renovation  
 Project No. 2013-028

Attached for your consideration is the Resolution authorizing the award of a contract to V & K Construction for the renovation of Angel Ramos Park. The work consists of the following:

- \* Removal and disposal of existing site improvements, as designated on the drawings, that include but are not necessarily limited to; concrete sidewalk, curbing, play structures, footings, rubber safety surfacing, fencing and designated trees.
- \* Earthwork
- \* Installation of new playground equipment.
- \* Installation of new site furnishings (benches, trash cans, etc.) as specified or as shown on the drawings.
- \* Installation of new curbing and flatwork including textured concrete surfaces as designated and specified.
- \* Preparation and installation of specified landscaping items, including but not limited to decorative iron fencing and gates.
- \* Acquisition of all necessary permit(s) from various agencies having authority.

If you need any additional information, please do not hesitate to call.

ab

BID PROPOSAL  
Continued

TOTAL BASE BID PRICE

**Base Bid:** The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the drawings for the Lump Sum Price of:

TWO HUNDRED FORTY SIX THOUSAND  
(In Writing)

246,000  
(In Figures)

UNIT PRICE:

The Specifications and Drawings represent the Base Bid, and contain specific quantities of work based on good faith estimates. If during project construction, the quantities contained in the specifications and drawings are exceeded, payment for excess quantities shall be based on the prices set forth below:

**Item No. 1:** Unforeseen excavation and replacement with engineered fill in accordance with Section 02300 - Earthwork

10 C.Y. @ \$ 70 Per C.Y. for a Total Cost of \$ 700  
(Unit Price in Figures) (Total Cost Item 1 in Figures)

10 C.Y. @ SEVENTY DOLLARS  
(Write Unit Price)

Per C.Y. for a Total Cost of: SEVEN HUNDRED DOLLARS  
(Write Total Cost - Item No. 1)

**Item No. 2:** Rock removal in accordance with Section 02300 - Earthwork. Removal shall be based on line drilling method.

5 C.Y. @ \$ 350 Per C.Y. for a Total Cost of \$ 1,750  
(Unit Price in Figures) (Total Cost Item 2 in Figures)

5 C.Y. @ THREE HUNDRED FIFTY DOLLARS  
(Write Unit Price)

Per C.Y. for a Total Cost of: ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS  
(Write Total Cost - Item No. 2)

BID PROPOSAL  
(Continued)  
PROJECT NO. 2013-028

Item No. 3: Ornamental Steel Fence repairs.

A. 5 Posts (Straighten) @ \$ 270 Per Post for a Total Cost of \$ 1350  
(Unit Price in Figures) (Total Cost Item 3A. in Figures)

5 Posts (Straighten) @ TWO HUNDRED SEVENTY DOLLARS  
(Write Unit Price)

Per Post for a Total Cost of: ONE THOUSAND THREE HUNDRED FIFTY DOLLARS  
(Write Total Cost - Item No. 3A)

B. 5 Pickets (Replace) @ \$ 100 Per Post for a Total Cost of \$ 500  
(Unit Price in Figures) (Total Cost Item 3B. in Figures)

5 Pickets (Replaced) @ ONE HUNDRED DOLLARS  
(Write Unit Price)

5 Pickets for a Total Cost of: FIVE HUNDRED DOLLARS  
(Write Total Cost - Item No. 3B)

C. 25 Brackets (Replace) @ \$ 50 Per Post for a Total Cost of \$ 1250  
(Unit Price in Figures) (Total Cost Item 3C. in Figures)

25 Brackets (Replaced) @ FIFTY DOLLARS  
(Write Unit Price)

25 Brackets for a Total Cost of: ONE THOUSAND TWO HUNDRED FIFTY DOLLARS  
(Write Total Cost - Item No. 3C)

Ornamental Steel Fence Repairs Total Cost of Item Nos. 3A., 3B., 3C.:

\$ 3,100  
THREE THOUSAND ONE HUNDRED DOLLARS  
(Write Unit Price)

THREE THOUSAND ONE HUNDRED DOLLARS  
(Write Total Cost - Item No. 3A, 3B and 3C)

The Unit Price bid shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of basis. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

**GRAND TOTAL BID PRICE: (Base Bid Plus Total Cost for Items Nos. 1, 2 and 3)**

251,550

(In Figures)

Two Hundred Fifty One Thousand Five Hundred Fifty  
(In Writing) DOLLARS

The Contract will be awarded based on the Grand Total bid price. However, it is understood that the Total Cost for quantities are based upon a good faith estimate of the quantity of materials needed; therefore, the actual contract price, which cannot be determined until completion of the project may be for a sum either greater than or less than the Grand Total Bid Price above in accordance with the above Unit Price(s).

BID PROPOSAL  
(Continued)

**SCHEDULE OF PRICES**  
**(FOR ALTERNATES)**

**ALTERNATES:**

Indicate below the amount that will be added to or deducted from the lump sum base bid for each of the following alternates, if any are accepted by the City:

**ALTERNATE #A:**

(Add  or Deduct ) please indicate with a check mark.

**ALTERNATE #A: CONCRETE TABLE TENNIS TABLE**

Under this Alternate: The bidder agrees to remove existing trees in their entirety, clear and grub, entire indicated area. Install new concrete table tennis table on concrete foundation surrounded by poured in place safety surface.

\$ 14,000  
(Alternate #A - In Figures)

FOURTEEN THOUSAND  
(Alternate #A - In Writing) DOLLARS

Additional calendar days added to the contract time period: 15 Days

**TOTAL PRICE FOR GRAND TOTAL BASE BID PLUS ALTERNATE A**

\$ 265,550  
(Price in Figures)

\$ TWO HUNDRED SIXTY FIVE THOUSAND FIFTY FIVE DOLLARS  
(Price in Words, Dollars and Cents)

\*NOTE: If the Base Bid is within the amount of funds available to finance the Contract and the City wishes to accept Bids on the Alternate(s), then the Contract award will be made to that responsible Bidder submitting the lowest combined Bid, consisting of the Base Bid plus Alternate Bid (s) (applied in the alphabetical order in which they are listed in the Schedule of Prices). Under this procedure, if the City wishes to award on only the Base Bid, then the Contract will be awarded to that responsible Bidder submitting the lowest Base Bid.

**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.

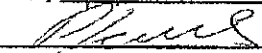
(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and 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): PANTELIS KOUNELIAS  
Representative's Signature:   
Name of Company: VHIL CONST. INC. Tel. No.: 732 572 7188 Date: 3-23-15

**STATE OF NEW JERSEY**  
 DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
 CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-301  
 Revised 11/11

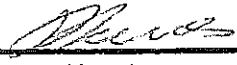
**INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION**

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

**Official Use Only**

Assignment \_\_\_\_\_

Code \_\_\_\_\_

|                                                                                                                                                                         |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------|--|-------------------------------------------------------------------------------------------------------------------------|--|-------------------|--|-------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. FID NUMBER<br><b>22-3929269</b>                                                                                                                                      |  | 2. CONTRACTOR ID NUMBER   |  | 3. NAME AND ADDRESS OF PUBLIC AGENCY AWARDDING CONTRACT<br>Name: _____<br>Address: _____                                |  |                   |  |                         |  |                                                                                                                                                |  |
| 3. NAME AND ADDRESS OF PRIME CONTRACTOR<br><b>VTK CONSTRUCTION, INC</b><br>(Name)<br><b>37 BARLATA AVE</b><br>(Street Address)                                          |  |                           |  | CONTRACT NUMBER                                                                                                         |  | DATE OF AWARD     |  | DOLLAR AMOUNT OF AWARD  |  |                                                                                                                                                |  |
| 4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]                                                                                                                |  |                           |  | 6. NAME AND ADDRESS OF PROJECT<br>Name: _____<br>Address: _____                                                         |  | 7. PROJECT NUMBER |  |                         |  |                                                                                                                                                |  |
| 5. TRADE OR CRAFT                                                                                                                                                       |  |                           |  | 8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/> NO <input type="checkbox"/> |  |                   |  | COUNTY                  |  |                                                                                                                                                |  |
|                                                                                                                                                                         |  | PROJECTED TOTAL EMPLOYEES |  | PROJECTED MINORITY EMPLOYEES                                                                                            |  |                   |  | PROJECTED PHASE-UP DATE |  | PROJECTED COMPLETION DATE                                                                                                                      |  |
|                                                                                                                                                                         |  | STATE                     |  | DATE                                                                                                                    |  | STATE             |  |                         |  |                                                                                                                                                |  |
|                                                                                                                                                                         |  | J AP J AP                 |  | J AP J AP                                                                                                               |  | J AP J AP         |  |                         |  |                                                                                                                                                |  |
| 1. ASBESTOS WORKER                                                                                                                                                      |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 2. BRICKLAYER OR MASON                                                                                                                                                  |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 3. CARPENTER                                                                                                                                                            |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 4. ELECTRICIAN                                                                                                                                                          |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 5. GLAZIER                                                                                                                                                              |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 6. HVAC MECHANIC                                                                                                                                                        |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 7. IRONWORKER                                                                                                                                                           |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 8. OPERATING ENGINEER                                                                                                                                                   |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 9. PAINTER                                                                                                                                                              |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 10. PLUMBER                                                                                                                                                             |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 11. ROOFER                                                                                                                                                              |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 12. SHEET METAL WORKER                                                                                                                                                  |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 13. SPRINKLER FITTER                                                                                                                                                    |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 14. STEAMFITTER                                                                                                                                                         |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 15. SURVEYOR                                                                                                                                                            |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 16. TYLER                                                                                                                                                               |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 17. TRUCK DRIVER                                                                                                                                                        |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 18. LABORER                                                                                                                                                             |  | 3                         |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 19. OTHER OPERATOR                                                                                                                                                      |  | 1                         |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| 20. OTHER SUPER                                                                                                                                                         |  | 1                         |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
| I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment. |  |                           |  |                                                                                                                         |  |                   |  |                         |  |                                                                                                                                                |  |
|                                                                                                                                                                         |  |                           |  |                                                                                                                         |  |                   |  |                         |  | <br>(Signature)<br><b>PANTELIAS KOUMELIAS</b><br>PRESIDENT |  |
| 10. (Please Print Your Name)<br><b>732 572 7188</b>                                                                                                                     |  |                           |  |                                                                                                                         |  |                   |  |                         |  | (Date)<br><b>3-23-15</b>                                                                                                                       |  |
| 10. (Area Code)                                                                                                                                                         |  | (Telephone Number)        |  |                                                                                                                         |  | (Ext.)            |  | (Date)                  |  |                                                                                                                                                |  |

**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 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.

Representative's Name/Title Print): PANTELIS KOUNELIAS - PRESIDENT  
 Representative's Signature: [Signature]  
 Name of Company: VTK CONSTRUCTION, INC.  
 Tel. No.: 732 572 7188 Date: 1-23-15



**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.

"WE WILL REACH OUT TO MEET GOAL"

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 : VTK CONSTRUCTION, INC.

Address : 31 BARTHA AVE EDISON, N.J. 08817

Telephone No. : 732 572 7188

Contact Name: PANTELIS KOONELIAS

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.

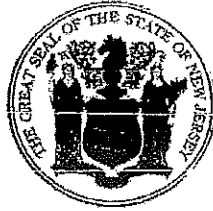
**Woman Business Enterprise**

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**

Certificate Number  
19802

Registration Date: 06/09/2013  
Expiration Date: 06/08/2015



## 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:

V & K Construction Co., Inc.  
**2013**

Responsible Representative(s):  
Pantelis Kounellis, President  
George Papadakis, Vice-President

Responsible Representative(s):

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** V & K CONSTRUCTION CO., INC.  
**Trade Name:**  
**Address:** 37 BARTHA AVENUE  
EDISON, NJ 08817-2403  
**Certificate Number:** 1092259  
**Effective Date:** September 29, 2004  
**Date of Issuance:** April 19, 2013

**For Office Use Only:**  
20130419153253556



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1092259 FOR V & K CONSTRUCTION CO., INC. IS VALID.

VERIFIED  
PC

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

City Clerk File No. Res. 15.341

Agenda No. 10.Z.14

Approved: MAY 13 2015

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO KLINGER TIRE & AUTO SERVICE FOR AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE**

### **COUNCIL**

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

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on April 14, 2015 for Automotive Tires for the Department of Public Works/Division of Automotive; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for the Forty Three Items (43) as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

**WHEREAS**, the sum of **Four Hundred Twenty One Thousand, Eight Hundred (\$421,800.00) Dollars**, will be budgeted for the 2015 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by Klinger Tire & Auto Service to be fair and reasonable; and

**WHEREAS**, the sum of Ten Thousand \$10,000.00 is available in Operating Account No. 01-201-26-315-216; and

**WHEREAS**, the balance of the contract funds will be made available as orders are placed.

**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 Klinger Tire & Auto Service for Automotive Tires for the Department of Public Works/Division of Automotive;
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 (1) one additional one year term pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for Forty Three (43) 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

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO KLINGER TIRE & AUTO SERVICE FOR AUTOMOTIVE TIRES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE**

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 Public Works/Division of Automotive**

| Acct #            | P.O #  | Temp. Encumb.         | Amount              |
|-------------------|--------|-----------------------|---------------------|
| 01-201-26-315-216 | 117025 |                       | \$10,000.00         |
|                   |        | <b>TOTAL CONTRACT</b> | <b>\$421,800.00</b> |

Approved by Peter Folgado, PPS  
for Peter Folgado, Director of Purchasing

PF/pc

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

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

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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.

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN END CONTRACT TO KLINGER TIRE FOR VARIOUS AUTOMOTIVE TIRES FOR THE DIVISION OF AUTOMOTIVE MAINTENANCE / DEPARTMENT OF PUBLIC WORKS.**

**Project Manager**

|                     |              |                                      |
|---------------------|--------------|--------------------------------------|
| Department/Division | Public Works | Automotive                           |
| Name/Title          | Hector Ortiz | Asst. DPW Director / Automotive Dir. |
| Phone/email         | 201-547-4422 | ortizh@icnj.org                      |

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

**The purpose of this resolution is to:**

- \* Award an open end contract for automotive tires
- \* Forty three (43) different tire sizes
- \* For the City's fleet of 1,000 vehicles ( including JCPA fleet )
- \* Some of the tires are passenger tire, police pursuit, truck tire, SUV, etc
- \* Contract amount is \$421,800.00
- \* Klinger Tire is a local vendor

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

Operating Account  
01-201-26-315-216

One year contract from time of Council approval. One (1) year option to exercise for an additional year.

Type of award

If "Other Exception", enter type

**Additional Information**

Two Bids Received:  
 \* Klinger Tire for \$421,800.00  
 \* F&S Tire for \$451,677.50

I certify that all the facts presented herein are accurate.

  
 Signature of Department Director

4-28-15  
 Date

\_\_\_\_\_  
 Signature of Purchasing Director

\_\_\_\_\_  
 Date

# RESOLUTION CHECKLIST

GOODS & SERVICES - NON BIDS

BIDS

REQ NO. 0169701

PO # 117025

DEPT/DIV: DPW/Automotive

SUBJ: Automotive Tires

## 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<br>Contribution/B.E.D.     |                 |                  |            |            |                  |                    |                     |                       |                |                   |
| Legislative Fact Sheet/<br>Determination of Value |                 |                  |            |            |                  |                    |                     |                       |                |                   |

**NOTE:**

## BIDS

|                                                   | <i>Goods &amp; Services</i> | <i>Construction</i> | <i>RFP's</i> | <i>RFQ's</i> | <i>Resolution</i> | <i>Amending</i> |
|---------------------------------------------------|-----------------------------|---------------------|--------------|--------------|-------------------|-----------------|
| Proposal Page/Amounts                             | X                           |                     |              |              | X                 |                 |
| EEO/AA Compliance                                 | X                           |                     |              |              |                   |                 |
| BRC/Validation                                    | X                           |                     |              |              |                   |                 |
| Certification Regarding<br>Suspension/Debarment   | X                           |                     |              |              |                   |                 |
| Legislative Fact Sheet/<br>Determination of Value | X                           |                     |              |              |                   |                 |

**Notes:**

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STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



MARK REDFIELD  
DIRECTOR

MEMORANDUM

**Date:** April 28, 2015  
**To:** Peter Folgado, Purchasing Director  
**From:** Mark Redfield, DPW Director  
**Subject:** Recommendation Letter (Automotive Tires)

Please be advised, after a careful and thorough review of bids received for automotive tires, I recommend that the contract be awarded to:

**KLINGER TIRE & AUTO SERVICE**  
47-49 LEONARD STREET  
JERSEY CITY, NJ 07307

**Total contract Amount = \$421,800.00**  
**Temp. Encumbrancy = \$10,000.00**

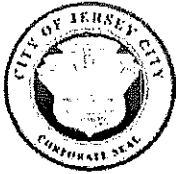
Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the May 13<sup>th</sup> Council meeting.

| REQ #   | ACCOUNT NUMBER                         | AMOUNT      |
|---------|----------------------------------------|-------------|
| 0169701 | 01-201-26-315-216( operating account ) | \$10,000.00 |
|         |                                        |             |

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

  
Mark Redfield, DPW Dir

C: Raquel Tosado, Contracts Manager  
Hector Ortiz, Automotive Director  
Zakia Gregory, DPW Fiscal Office  
Paola Campbell, Purchasing Division  
Tracy Stevens, Automotive Division  
Janis Pettway, Automotive Division



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
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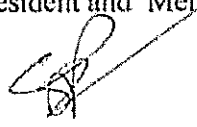


MARK REDFIELD  
DIRECTOR

MEMORANDUM

**Date:** April 28, 2015

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Baijnauth, Fiscal Officer 

**Subject :** 2015 Budget Memo (Contract award for Automotive Tires)

There exists a need for automotive tires for the City's fleet of vehicles. Currently, the fleet number is 1,000 which include JCPA vehicles. Bids were received on April 14, 2015 from two (2) vendors: Klinger Tire (\$421,800.00) and F&S Tire (451,677.50) respectively. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner. The funds are available for this expenditure in Automotive Maintenance Operating Account No. 15-01-201-26-315-216.

**CONTRACT FUNDING (2015)**

- ❖ Expenditure is drawn down from Automotive Maintenance operating account, 01-201-26-315-216.
- ❖ Contract is utilizing object # 216.
- ❖ Line object 216 is budgeted for \$200,000.00 in CY 2015.
- ❖ As of today (04/28/15), \$71,000.00 is encumbered and expended in object 216.
- ❖ Temporary budget amount for 216 is \$104,000.00, ending balance is \$33,000.00.
- ❖ DPW spent about \$208,000.00 in 2014 for automotive tires.

The bid specification indicated a minimum and maximum number of each tire quantities. During the contract term, the City is only obligated to order the minimum quantity. If the maximum quantity is ordered by the City during the contract term, then the total cost of the contract would be \$421,800.00. The City rarely gets close to ordering the maximum quantity. The resolution encumbered \$10,000.00 for now. As the year progresses, and if the City needs more than \$10,000.00 worth of tires, additional funds are encumbered under the authority of the contract award resolution.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.



**STEVEN M. FULOP**  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



**MARK REDFIELD**  
DIRECTOR

**MEMORANDUM**

---

**To:** Mark Redfield, Department of Public Works, Director  
**From:** Hector Ortiz, Department of Public Works, Assistant Director  
**Date:** April 22, 2015  
**Subject:** Automotive Tires

**After careful review of the Automotive Tires, I recommend the contract to be awarded to Klinger Tire & Auto Service, 47-49 Leonard Street, Jersey City, NJ 07307.**

**Klinger Tire & Auto Service was the lowest responsible bidder with no exceptions, with a bid amount of \$421,800.00.**

**F & S Tires was the highest bidder with a bid amount of \$451,677.50.**

**At present I would like to start off with a temporary encumbrance of \$25,000.00 with Klinger Tire & Auto Service.**

**Hector Ortiz, Department of Public Works, Assistant Director**

**SCHEDULE OF PRICES**

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications the items listed herein: **Automotive Tires or Approved equal** from June 2015 through June 2016.

Prices to be quoted per unit and extended amount

| Item | Maximum Quantity | Tire Size    | LR / PR      | Description           | Unit Cost | Extended Cost |
|------|------------------|--------------|--------------|-----------------------|-----------|---------------|
| 1.   | 70               | LT235/75R15  | C            | 4 x 4                 | \$65.50   | \$4585        |
| 2.   | 70               | LT225/75R16  | D            | 4 x 4                 | \$70.00   | \$4900        |
| 3.   | 60               | LT245/75R16  | E            | 4 x 4                 | \$107.00  | \$6420        |
| 4.   | 60               | LT235/85R16  | E            | 4 x 4                 | \$115.00  | \$6900        |
| 5.   | 60               | P235/70R15   |              | 4 x 4                 | \$58.00   | \$3480        |
| 6.   | 75               | P235/70R16   |              | 4 x 4                 | \$107.00  | \$7650        |
| 7.   | 75               | P245/70R17   |              | 4 x 4                 | \$105.00  | \$7875        |
| 8.   | 150              | 11R22.5      | 14 Ply       | Front runner steering | \$285.00  | \$42750       |
| 9.   | 50               | 215/80/R16   |              | Passenger tire        | \$85.00   | \$4250        |
| 10.  | 50               | P185/75R14   |              | Passenger tire        | \$40.00   | \$2000        |
| 11.  | 50               | P195/65/SR15 |              | Passenger tire        | \$65.00   | \$3250        |
| 12.  | 50               | P205/75R14   |              | Passenger tire        | \$39.00   | \$1950        |
| 13.  | 50               | P215/75R15   |              | Passenger tire        | \$39.00   | \$1950        |
| 14.  | 70               | P205/75R15   |              | Passenger tire        | \$59.00   | \$4130        |
| 15.  | 50               | 215/60/R15   |              | Passenger tire        | \$75.00   | \$3750        |
| 16.  | 300              | P225/60VR16  |              | Police pursuit only   | \$102.00  | \$30600       |
| 17.  | 60               | P225/70R15   |              | Police pursuit only   | \$78.00   | \$4680        |
| 18.  | 125              | P235/55R17   | Highway      | Police pursuit only   | \$102.00  | \$12750       |
| 19.  | 100              | 11R22.5      | Highway      | Rear Tire             | \$305.00  | \$30500       |
| 20.  | 50               | 12R24.5      | Highway      | Truck tire (rear)     | \$350.00  | \$17500       |
| 21.  | 65               | LT265/75/R16 |              | Truck tire            | \$115.00  | \$7475        |
| 22.  | 50               | 315/80/R22.5 | Highway      | Truck tire            | \$395.00  | \$19750       |
| 23.  | 50               | P205/50/R16  | Highway      | Truck tire            | \$56.00   | \$2800        |
| 24.  | 100              | 385/65/R22.5 |              | Truck tire(Rears)     | \$195.00  | \$19500       |
| 25.  | 75               | 1200/R22.5   |              | Truck tire            | \$380.00  | \$28500       |
| 26.  | 20               | 225/75/R16   |              | Tube type             | \$38.00   | \$760         |
| 27.  | 100              | P205/60/R16  |              | Passenger Tire        | \$68.00   | \$6800        |
| 28.  | 100              | P235/55/R18  |              | Passenger Tire        | \$85.00   | \$8500        |
| 29.  | 100              | 385/65/R22.5 | Front Runner | Truck Tire            | \$400.00  | \$40000       |
| 30.  | 75               | 225/70/18.5  |              | Passenger Tire        | \$180.00  | \$13500       |
| 31.  | 100              | 285/60/R18   |              | Passenger Tire        | \$115.50  | \$11550       |
| 32.  | 100              | P265/70/17   |              | Passenger Tire        | \$125.00  | \$12500       |
| 33.  | 100              | LT235/75/R16 |              | SUV Tire              | \$100.00  | \$10000       |
| 34.  | 10               | 17.5 - 25    |              | Light truck           | \$200.00  | \$2000        |
| 35.  | 100              | 265/70/R16   |              | SUV Tire              | \$98.00   | \$9800        |

|                          |     |              |  |                             |           |                  |
|--------------------------|-----|--------------|--|-----------------------------|-----------|------------------|
| 36.                      | 10  | 19.5 - L24   |  | Traction                    | \$ 320.00 | \$ 32.00         |
| 37.                      | 100 | 215/75/R16   |  | Passenger Tire              | \$ 98.00  | \$ 98.00         |
| 38.                      | 10  | 17.5 R25     |  | Pay Loader<br>Tire(mounted) | \$ 800.00 | \$ 8.00          |
| 39.                      | 25  | 155/70/R13   |  | Passenger tire              | \$ 1.00   | \$ 25.00         |
| 40.                      | 50  | 385/80/R20   |  | Truck Tire                  | \$ 1.00   | \$ 50.00         |
| 41.                      | 50  | 265/70/R19.5 |  | Passenger Tire              | \$ 105.00 | \$ 5250.00       |
| 42.                      | 50  | 265/75/R15   |  | Passenger Tire              | \$ 1.00   | \$ 50.00         |
| 43.                      | 70  | 235/75/R17   |  | Passenger Tire              | \$ 10.00  | \$ 700.00        |
| <b>GRAND TOTAL PRICE</b> |     |              |  |                             |           | <b>\$421,800</b> |

( ↑ GRAND TOTAL PRICE--- IN WRITTEN WORDS ↑ )

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

|                             |                             |
|-----------------------------|-----------------------------|
| <b>COMPANY NAME</b>         | <b>NAME</b>                 |
| KLINGENTIRE and SERVICE Co. | MARIANO HENRIQUEZ           |
| <b>ADDRESS</b>              | <b>ADDRESS</b>              |
| 49 Leonard ST J.C. NJ 07307 | 49 Leonard ST J.C. NJ 07307 |
| <b>DATE</b>                 | <b>PHONE</b>                |
| 4/7/15                      | (201) 659-4800              |

**Notes to Bidders**

1. The City will award this contract as an open-end contract. For all items the minimum quantity the City shall be obligated to order is zero (0).
2. Maximum quantities are stated in schedule.
3. The total bid amount shall be the summation of the extended prices.
4. The total bid amount will be used to determine the lowest responsible bidder.
5. The contract shall be valid for one (1) year from the date of award of contract.
6. The City shall have an option to renew the contract for one (1) additional year. If the contract is renewed, the base year contract prices shall remain in effect.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** KLINGER TIRE & AUTO SERVICE CO., INC.  
**Trade Name:**  
**Address:** 47-49 LEONARD ST  
JERSEY CITY, NJ 07307-2525  
**Certificate Number:** 0697597  
**Effective Date:** October 17, 1997  
**Date of Issuance:** October 04, 2012

**For Office Use Only:**  
20121004142020997



## New Jersey Division of Revenue

Revenue

NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0697597 FOR KLINGER TIRE & AUTO SERVICE CO., INC. IS  
VALID.

VERIFIED  
PC

**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](http://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): MARIANO HENRIQUEZ PRESIDENT

Representative's Signature: [Signature]

Name of Company: KLINGER TIRE & AUTO SERVICE CO.

Tel. No. 201 659-4800 Date: 4/7/15

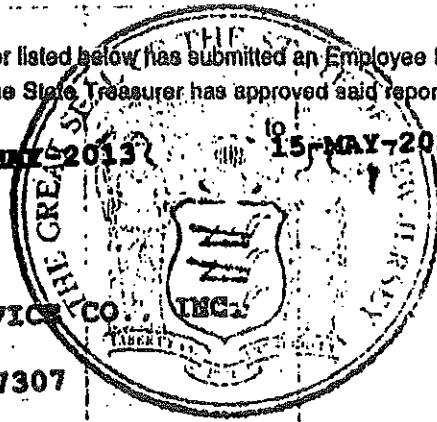


**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**


**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-MAY-2013 to 15-MAY-2020



**KLINGER TIRE & AUTO SERVICE CO. INC.**  
47-49 LEONARD STREET  
JERSEY CITY NJ 07307

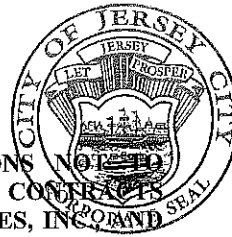
  
Andrew P. Sidamon-Eristoff  
State Treasurer

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

City Clerk File No. Res. 15.342

Agenda No. 10.Z.15

Approved: MAY 13 2015



**TITLE: RESOLUTION AUTHORIZING MONTH TO MONTH EXTENSIONS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF MAY 1, 2015 OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC. AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, Resolution No. 10-227, approved on April 14, 2010, awarded one-year contracts in the total amount of \$527,798.80 to Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for janitorial services for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contracts for up to two (2) additional one year terms; and

**WHEREAS**, Resolution No.11-257, approved on April 27, 2011, exercised the first option to renew the contracts for the total amount of \$535,837.18; and

**WHEREAS**, a resolution to exercise the second option to renew the contracts for one year was withdrawn from the May 23, 2012 Council meeting because City Council Members desired to revise the Living Wage Ordinance and rebid the contracts based on the revised Living Wage Ordinance; and

**WHEREAS**, the revised Living Wage Ordinance 12-090 was adopted on July 18, 2012; and

**WHEREAS**, Resolution No. 12-442, approved on June 13, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, Resolution No. 12-897, approved on December 19, 2012, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, Resolution No. 13-374, approved on May 29, 2013, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, Resolution No. 13-838, approved on December 18, 2013, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, Resolution No. 14-371, approved on May 28, 2013, authorized six month extensions of the contracts for the total amount of \$274,884.48; and

**WHEREAS**, proposals were received on January 22, 2015 and are currently being reviewed by the Purchasing Director and the Law Department; and

**WHEREAS**, it is necessary to extend the janitorial services contracts on a month to month basis not to exceed three (3) months effective May 1, 2015 while the City reviews the bid proposals; and

**WHEREAS**, the contractors have been performing the services in an effective and efficient manner; and  
**(Continued on page 2)**

Agenda No. \_\_\_\_\_  
**RESOLUTION AUTHORIZING MONTH TO MONTH EXTENSIONS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF MAY 1, 2015 OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**WHEREAS, the total cost of the contract extensions is one hundred and thirty seven thousand four hundred and forty two dollars and nineteen cents (\$137,442.19); and**

**WHEREAS, funds in the amount of \$45,000.00 are available in Buildings and Street Maintenance Operating Account No. 15-01-201-26-291-314.**

| <b>Vendor:</b>                     | <b>Location:</b>                                                                                                                                                   | <b>Ext. Amt:</b>          |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Chuk's Professional Cleaning, Inc. | <b>Block 1:</b><br>- Police HDQ- 1 Journal Square<br>- Health Clinic, 199 Summit Ave.                                                                              | \$14,854.41               |
| Chuk's Professional Cleaning, Inc  | <b>Block 3:</b><br>- South District, 191 Bergen Avenue<br>- Maureen Collier Mem. Sr. Ctzn Ctr, 355 Bergen Av                                                       | \$7,505.39                |
| Chuk's Professional Cleaning, Inc  | <b>Block 5:</b><br>- West District, 576 Communipaw Ave.<br>- Juvenile Bureau, 130 Cator Ave.                                                                       | \$7,505.39                |
| Chuk's Professional Cleaning, Inc  | <b>Block 11:</b><br>- Public Works Complex, 13-15 Linden Ave<br><br>- Blood Cleanup / Miscellaneous                                                                | \$21,369.53               |
|                                    |                                                                                                                                                                    | \$1,492.74                |
|                                    |                                                                                                                                                                    | <b><u>\$52,727.46</u></b> |
| United Service                     | <b>Block 2:</b><br>-284 Central Ave. ( North District )<br>- 28 Paterson Street                                                                                    | \$7,229.41                |
| United Service                     | <b>Block 8</b><br>- 400 Sip Ave, Recreation Facility<br><br><b>FLOOR CARE AT:</b><br>-140 MLK Drive ( Community Center )<br>- 715 Summit Avenue and Pershing Field | \$7,267.20                |
|                                    |                                                                                                                                                                    | \$2,370.92                |
|                                    |                                                                                                                                                                    | <b><u>\$16,867.53</u></b> |
| Temco Building Maintenance         | <b>BLOCK 4:</b><br>- 207 7 <sup>th</sup> Street ( East District )<br>- 465 Marin Blvd ( Fire HQ )                                                                  | \$7,538.49                |
|                                    |                                                                                                                                                                    | \$22,615.74               |
|                                    | <b>BLOCK 6:</b><br>- 280 Grove Street ( City Hall )                                                                                                                | \$15,077.24               |
|                                    | <b>BLOCK 7:</b><br>- 365 Summit Avenue ( Municipal Court )                                                                                                         | \$7,538.49                |
|                                    | <b>BLOCK 9 :</b><br>- 1 Journal Square Plaza                                                                                                                       | \$15,077.24               |
|                                    | <b>BLOCK 10:</b><br>- 100 Cornelison Ave<br>- HUB<br>- WIC, Commerce, Immunization, HEDC Offices                                                                   | <b><u>\$67,847.20</u></b> |

(Continued on page 3)

City Clerk File No. Res. 1 5.342

Agenda No. 10.Z.15

TITLE: MAY 13 2015

**RESOLUTION AUTHORIZING MONTH TO MONTH EXTENSIONS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF MAY 1, 2015 OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

| Vendor:                                                                | Locations:                       | Purchase Order # | Amount             |
|------------------------------------------------------------------------|----------------------------------|------------------|--------------------|
| Chuk's Professional Cleaning, Inc, 8 Davidson St. Belleville, NJ 07109 | <u>Block #s :</u><br>1, 3, 5, 11 | PO <u>116952</u> | \$20,000.00        |
| United Service<br>482 Forest Street<br>Kearny, NJ 07032                | <u>Block #:</u><br>2,8           | PO <u>116953</u> | \$5,000.00         |
| Temco Building<br>One Park Avenue<br>New York, NY 10016                | <u>Block #:</u><br>4,6,7,9,10    | PO <u>116954</u> | \$20,000.00        |
| <b>Temp. Encumbrance</b>                                               |                                  |                  | <b>\$45,000.00</b> |

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 extend the contracts with Chuk's Professional Cleaning, United Services, and Temco Building Maintenance for Janitorial Services for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The contract extensions are on a month to month basis not to exceed three months effective as of May 1, 2015, and the total cost of the contracts shall not exceed **\$137,442.19**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget; and
- 4) 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.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Buildings and Street Operating Account No. 15-01-201-26-291-314** for payment of the above resolution.

APPROVED: Mark Redfield Mark Redfield, Director, Department of Public Works

APPROVED AS TO LEGAL FORM: [Signature] Corporation Counsel

APPROVED: [Signature] Business Administrator

MR/sb  
April 8, 2015

Certification Required    
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>5.13.15</u> |     |     |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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

**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 MONTH TO MONTH EXTENSIONS NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF MAY 1, 2015 OF CONTRACTS WITH CHUK'S PROFESSIONAL CLEANING INC., UNITED SERVICES, INC., AND TEMCO BUILDING MAINTENANCE FOR PROVIDING JANITORIAL SERVICES FOR VARIOUS CITY BUILDINGS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**Project Manager**

|                     |              |                      |
|---------------------|--------------|----------------------|
| Department/Division | DPW          | Buildings and Street |
| Name/Title          | John McGrath | Director             |
| Phone/email         | 201-547-4432 | mcgrathj@jenj.org    |
|                     |              |                      |

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

- ✦ The purpose of this resolution is to provide janitorial services citywide.
- ✦ Three (3) vendors have been performing the janitorial services (Chuk's Professional, United Services and Temco Building Maintenance).
- ✦ This is a contract extension not to exceed three (3) months on a month to month basis effective as of May 1, 2015.
- ✦ Bid Proposals were received on January 22, 2015 and are currently being reviewed by the Purchasing Director and the Law Department.
- ✦ It is necessary to extend the janitorial services contracts on a month to month basis not to exceed three (3) months effective May 1, 2015 while the City reviews the bid proposals.
- ✦ The total cost of the contract extensions are **one hundred and thirty seven thousand four hundred and forty two dollars and nineteen cents (\$137,442.19)**
- ✦ **After the Law Department and Purchasing finishes its review, a recommendation will be made for a contract award.**

**Cost (Identify all sources and amounts)**

Operating Account: 01-201-26-291-314  
 Total Extension Amount = \$137,442.19  
 Temp. Encumbrance = \$45,000.00

**Contract term (include all proposed renewals)**

Contract extension is not to exceed three (3) months on a month to month basis effective as of May 1, 2015.

**Type of award**

Contract Extension

**If "Other Exception", enter type**

**Additional Information**

I certify that all the facts presented herein are accurate.

*Mark Redford*  
Signature of Department Director

*4-20-15*  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803




MARK REDFIELD  
DIRECTOR

**MEMORANDUM**

**Date:** April 28, 2015

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Baijnauth, Fiscal Officer 

**Subject:** 2015 Budget Memo (Janitorial Services Extension)

There exists a need to provide janitorial services citywide. This is a contract extension not to exceed three (3) months on a month to month basis with Chuk's, United Service and Temco. Janitorial bids were received on January 22, 2015 and all bids proposals were rejected at the April 22, 2015 Council meeting. Contract will be rebid using revised bid specifications that eliminate any ambiguity regarding the contractor's employee staffing levels for each building. The total of the contract extension is \$137,442.19. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner. The funds are available for this expenditure in **Buildings and Street Maintenance Operating Account No. 15-01-201-26-291-314.**

**CONTRACT FUNDING (2015)**

- ❖ Expenditure is drawn down from Buildings and Street Maintenance operating account, 01-201-26-291-314.
- ❖ Contract is utilizing object # 314.
- ❖ Line object 314 is budgeted for \$825,000.00 in CY 2015.
- ❖ As of today (04/28/15), \$193,800.00 is encumbered and expended in object 314.
- ❖ Temporary budget amount for 314 is \$347,027.50, ending balance is \$153,227.50.
- ❖ DPW spent about \$620,000.00 in 2014 for this service.
- ❖ All of 2014 were contract extensions
- ❖ Once new proposals are received, estimated annual cost is about \$1,000,000.00 due to the City's Living Wage Ordinance.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

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

City Clerk File No. Res. 15.274

Agenda No. 10.N

Approved: APR 22 2015

TITLE:



## RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON JANUARY 22, 2015 FOR PROVIDING JANITORIAL SERVICES AT VARIOUS CITY BUILDINGS

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

WHEREAS, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for contracts to provide janitorial services at various City of Jersey City ("City") buildings; and

WHEREAS, on January 22, 2015, the City received a total of eight bids; and

WHEREAS, the low bidder requested to withdraw its bid because of a substantial error it made in calculating its bid prices; and

WHEREAS, as a result of the withdrawal of the low bid, Guardian Service Industries, Inc. ("Guardian") became the low bidder for twelve of the fifteen buildings for which the City is seeking to award janitorial services contracts; and

WHEREAS, because Guardian's bid prices were substantially less than the next lowest bidder, the Purchasing Agent requested confirmation from Guardian that it had calculated its bid prices based on the contractor's employee staffing levels for each building set forth in the City's bid specifications; and

WHEREAS, Guardian advised the Purchasing Agent that it had based its bid prices on less staff levels because it thought that employee staffing levels were not mandatory but only suggested levels of staffing and cited a page of the bid specifications to support its interpretation; and

WHEREAS, the City intended that the contractor's employee staffing levels were to be mandatory and that all bidders were to have calculated their bid prices based on the staffing levels set forth in the bid specifications; and

WHEREAS, the contractor's employee staffing levels are a material component of the bid specifications and have a substantial and significant impact on how the bid prices for janitorial services at various City buildings are calculated by the bidders; and

WHEREAS, the City's Purchasing Agent recommends that all bids be rejected and the contract be rebid using revised bid specifications that eliminate any ambiguity regarding the contractor's employee staffing levels for each building; and

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Requisition #

0169929

Assigned PO #

**Vendor**  
CHUKS PROFESSIONAL CLEANING  
109 WASHINGTON AVE, OFFICE #4  
BELLEVILLE NJ 07109

**Dept. Bill To**  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST, 2ND  
JERSEY CITY NJ 07305

**Dept. Ship To**  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST, 2ND  
JERSEY CITY NJ 07305

CH112108MV

**Contact Info**  
John McGrath, Dir  
2015474432

| Quantity | UOM | Description                                                                                                                                                                                                                                                                   | Account           | Unit Price | Total     |
|----------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|-----------|
| 1.00     | EXT | EXTENSION FOR:<br>JANITORIAL SERVICES CITYWIDE<br><br>ON A MONTH TO MONTH BASIS NOT TO EXCEED THREE (3)<br>MONTHS EFFECTIVE MAY 1, 2015<br><br>CONTRACT DURATION : MAY 1 TO JULY 31<br><br>EXTENSION AMOUNT = \$52,727.46<br>TEMPORARY ENCUMBRANCY = \$20,000.00<br><br>PPV'S | 01-201-26-291-314 | 20,000.00  | 20,000.00 |

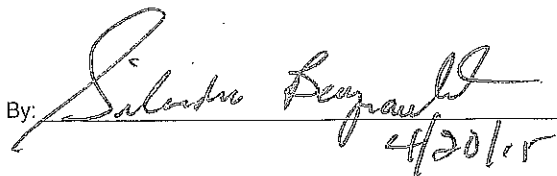
Requisition Total 20,000.00

Req. Date: 04/20/2015

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:

  
4/20/15

**This Is Not A Purchase Order**



**CITY OF JERSEY CITY**

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

**Requisition**

Requisition #

0169930

Assigned PO #

Vendor  
UNITED SERVICES INC  
462 FOREST STREET  
KEARNY NJ 07032

Dept. Bill To  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST, 2ND  
JERSEY CITY NJ 07305

Dept. Ship To  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST, 2ND  
JERSEY CITY NJ 07305

UN562523MV

Contact Info  
John McGrath, Dir  
2015474432

| Quantity                                                                          | UOM | Description                                    | Account           | Unit Price | Total    |
|-----------------------------------------------------------------------------------|-----|------------------------------------------------|-------------------|------------|----------|
| 1.00                                                                              | EXT | EXTENSION FOR:<br>JANITORIAL SERVICES CITYWIDE | 01-201-26-291-314 | 5,000.00   | 5,000.00 |
| ON A MONTH TO MONTH BASIS NOT TO EXCEED THREE (3)<br>MONTHS EFFECTIVE MAY 1, 2015 |     |                                                |                   |            |          |
| CONTRACT DURATION: MAY 1 TO JULY 31                                               |     |                                                |                   |            |          |
| EXTENSION AMOUNT = \$16,867.53<br>TEMPORARY ENCUMBRANCY = \$5,000.00              |     |                                                |                   |            |          |
| PPVS                                                                              |     |                                                |                   |            |          |

Requisition Total 5,000.00

Req. Date: 04/20/2015

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:

*Salvatore Bayanville*  
04/20/15

**This Is Not A Purchase Order**

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Requisition #

0169932

Assigned PO #

**Vendor**  
TEMCO BUILDING MAINTENANCE  
ONE MADISON STREET  
EAST RUTHERFORD NJ 07073

**Dept. Bill To**  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST, 2ND  
JERSEY CITY NJ 07305

**Dept. Ship To**  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST, 2ND  
JERSEY CITY NJ 07305

TE546465

**Contact Info**  
John McGrath, Dir  
2015474432

| Quantity | UOM | Description                                                                                                                                                                                                                                                             | Account           | Unit Price | Total     |
|----------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|-----------|
| 1.00     | EXT | EXTENSION FOR:<br>JANITORIAL SERVICES CITYWIDE<br><br>ON A MONTH TO MONTH BASIS NOT TO EXCEED THREE (3)<br>MONTHS EFFECTIVE MAY 1, 2015<br><br>CONTRACT DURATION: MAY 1 TO JULY 31<br><br>EXTENSION AMOUNT = \$67,847.20<br>TEMPORARY ENCUMBRANCY =\$20,000.00<br>PPV'S | 01-201-26-291-314 | 20,000.00  | 20,000.00 |

Requisition Total 20,000.00

Req. Date: 04/20/2015

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:

*Silvia Bayrante*  
04/20/15

**This Is Not A Purchase Order**

## Silendra Baijnauth

---

**From:** Raymond Reddington  
**Sent:** Wednesday, April 08, 2015 3:52 PM  
**To:** Silendra Baijnauth  
**Subject:** RE: Emailing: Janitorial extension various locations.doc

Looks okay.

-----Original Message-----

**From:** Silendra Baijnauth  
**Sent:** Wednesday, April 08, 2015 3:45 PM  
**To:** Raymond Reddington  
**Subject:** RE: Emailing: Janitorial extension various locations.doc

Please see attached.  
Thanks

-----Original Message-----

**From:** Raymond Reddington  
**Sent:** Wednesday, April 08, 2015 3:03 PM  
**To:** Silendra Baijnauth  
**Subject:** RE: Emailing: Janitorial extension various locations.doc

Please see attached copy of draft no. 1 of resolution for one change.

-----Original Message-----

**From:** Silendra Baijnauth  
**Sent:** Wednesday, April 08, 2015 9:00 AM  
**To:** Raymond Reddington  
**Subject:** Emailing: Janitorial extension various locations.doc

Good Morning Sir,  
Hope all is well.

Please see attached for the janitorial extension while the bid proposals are under review.

Thanks.

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

The contractor and the United Services (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: Raymond Pardo  
Representative's Signature: [Signature]  
Name of Company: United Services Inc.  
Tel. No.: 201-985-1300 Date: April 13, 2013

**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: United Services INC  
Address: 462 Forest St Kearny NJ 07032  
Telephone No.: 201-955-1300  
Contact Name: Raymond Pardo

Please check applicable category:

- |                                                        |                                                                            |
|--------------------------------------------------------|----------------------------------------------------------------------------|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input checked="" type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input type="checkbox"/> 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.

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: United Services, INC  
 Signed: [Signature] Title: President  
 Print Name: Raymond Pardo Date: April 13 2015

Subscribed and sworn before me this 13<sup>th</sup> day of April, 2015

My Commission expires: JAN R. KWAPNIEWSKI  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 7/22/2019

[Signature]  
 (Affiant)  
Raymond Pardo - Pres  
 (Print name & title of affiant) (Corporate Seal)





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** UNITED SERVICES, INC.  
**Trade Name:**  
**Address:** 462 FOREST STREET  
KEARNY, NJ 07032-3517  
**Certificate Number:** 0597637  
**Effective Date:** March 15, 1995  
**Date of Issuance:** August 22, 2012

**For Office Use Only:**  
20120822152806197





Phone:  
973.472.7788  
Fax:  
973.472.7240

Temco Building Maintenance, Inc.  
One Madison Street, Bldg. D., East  
Rutherford, NJ 07073

April 2, 2015

Silendra Baijnauth  
Fiscal Officer  
City of Jersey City/Department of Public Works  
13-15 Linden Avenue East 2<sup>nd</sup> Floor, Room A230  
Jersey City, NJ 07305

Dear Ms. Baijnauth

Effective April 31, 2015 Temco's contract to provide Janitorial services with Jersey City is set to expire, please accept this letter as an acceptance to extend the contract on a month to month basis for no more the three month (Ending July 31, 2015).

All other document requested will be mailed shortly form our New York office.

If you have any questions about this matter please feel free to contact me at 973-472-7788

Temco Facility Services

A handwritten signature in black ink, appearing to read "Bryan Vandermay".

Bryan Vandermay  
General Manager  
973-472-7788

**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 Temco Building Maintenance, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding May 1, 2010 (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 Temco Building Maintenance, 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: Temco Building Maintenance, Inc.

Signed: [Signature] Title: Contracts' Manager

Print Name: James Van Kirk Date: April 9, 2015

Subscribed and sworn before me  
this 9th day of April, 2015.  
My Commission expires: 11/19/17

[Signature]  
(Affiant)  
James Van Kirk, Contracts' Manager  
(Print name & title of affiant) (Corporate Seal)

[Signature]  
KATHLEEN E. TALIERCIO  
Notary Public, State of New York  
No. 01TAG066896  
Qualified in Queens County  
Commission Expires November 19, 2017

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

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder                                                 | Home Address                                    |
|------------------------------------------------------------------------------|-------------------------------------------------|
| Estate of Herman J. Hellman*                                                 | 417 Fifth Avenue, 9th Floor, New York, NY 10016 |
|                                                                              |                                                 |
|                                                                              |                                                 |
| *Mr. Hellman's estate owns 57% of Temco Service Industries, Inc.             |                                                 |
| Temco Service Industries, Inc. owns 100% of Temco Building Maintenance, Inc. |                                                 |
|                                                                              |                                                 |
|                                                                              |                                                 |
|                                                                              |                                                 |

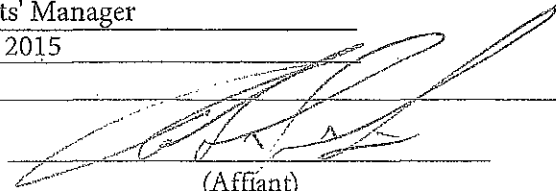
**Part 3 – Signature and Attestation:**

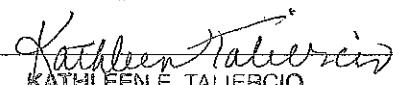
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Temco Building Maintenance, Inc.  
 Signed: [Signature] Title: Contracts' Manager  
 Print Name: James Van Kirk Date: April 9, 2015

Subscribed and sworn before me this 9th day of April, 2015

My Commission expires: 11/19/17

  
 (Affiant)  
James Van Kirk, Contracts' Manager  
 (Print name & title of affiant) (Corporate Seal)

  
 KATHLEEN E. TALIERCIO  
 Notary Public, State of New York  
 No. 01TA6066686  
 Qualified in Queens County  
 Commission Expires November 19, 2017

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

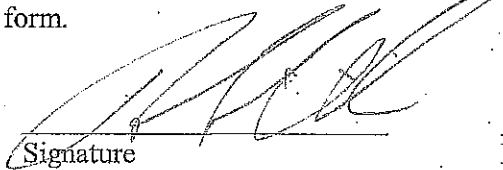
Required Pursuant To N.J.S.A. 19:44A-20.26

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

## Part I – Vendor Information

|              |                                  |        |               |
|--------------|----------------------------------|--------|---------------|
| Vendor Name: | Temco Building Maintenance, Inc. |        |               |
| Address:     | One Madison Street, Bldg. D      |        |               |
| City:        | East Rutherford                  | State: | NJ Zip: 07073 |

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



James Van Kirk

Contracts' Manager

Signature

Printed Name

Title

## Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| N/A              |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
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|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |

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

**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

X Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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): James Van Kirk, Contracts' Manager

Representative's Signature: 

Name of Company: Temco Building Maintenance, Inc.

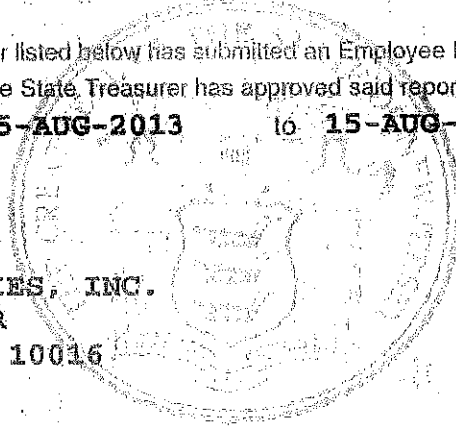
Tel. No.: 973-472-7788

Date: April 9, 2015

**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-2013** to **15-AUG-2016**

**TEMCO SERVICE INDUSTRIES, INC.**  
**417 5TH AVE. 9TH FLOOR**  
**NEW YORK NY 10016**



Andrew P. Sidamon-Eristoff  
State Treasurer

CO= 7461614

U= 7461614

EQUAL EMPLOYMENT OPPORTUNITY  
2014 EMPLOYER INFORMATION REPORT  
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. TEMCO SERVICE INDUSTRIES INC  
1 PARK AVE  
NEWYORK, NY 10016

2.a. TEMCO SERVICE INDUSTRIES INC  
1 PARK AVE  
NEWYORK, NY 10016

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-N DUNS NO.:046156980

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

c Y

SECTION D - EMPLOYMENT DATA

| JOB CATEGORIES                | HISPANIC OR LATINO |        | NOT-HISPANIC OR LATINO |                           |                                     |       |                                   |                   |                    |                           |                                     |       |                                   | OVERALL TOTALS |                   |
|-------------------------------|--------------------|--------|------------------------|---------------------------|-------------------------------------|-------|-----------------------------------|-------------------|--------------------|---------------------------|-------------------------------------|-------|-----------------------------------|----------------|-------------------|
|                               |                    |        | ***** MALE *****       |                           |                                     |       |                                   |                   | ***** FEMALE ***** |                           |                                     |       |                                   |                |                   |
|                               | MALE               | FEMALE | WHITE                  | BLACK OR AFRICAN AMERICAN | NATIVE HAWAIIAN OR PACIFIC ISLANDER | ASIAN | AMERICAN INDIAN OR ALASKAN NATIVE | TWO OR MORE RACES | WHITE              | BLACK OR AFRICAN AMERICAN | NATIVE HAWAIIAN OR PACIFIC ISLANDER | ASIAN | AMERICAN INDIAN OR ALASKAN NATIVE |                | TWO OR MORE RACES |
| EXECUTIVE/SR OFFICIALS & MGRS | 0                  | 0      | 13                     | 0                         | 0                                   | 1     | 0                                 | 0                 | 0                  | 0                         | 0                                   | 0     | 0                                 | 0              | 14                |
| FIRST/MID OFFICIALS & MGRS    | 42                 | 13     | 42                     | 31                        | 0                                   | 3     | 0                                 | 1                 | 12                 | 5                         | 0                                   | 0     | 0                                 | 0              | 149               |
| PROFESSIONALS                 | 0                  | 0      | 4                      | 0                         | 0                                   | 1     | 0                                 | 0                 | 1                  | 0                         | 0                                   | 0     | 0                                 | 0              | 6                 |
| TECHNICIANS                   | 1                  | 0      | 0                      | 0                         | 0                                   | 1     | 0                                 | 0                 | 0                  | 0                         | 0                                   | 0     | 0                                 | 0              | 2                 |
| SALES WORKERS                 | 0                  | 0      | 2                      | 0                         | 0                                   | 0     | 0                                 | 0                 | 0                  | 0                         | 0                                   | 0     | 0                                 | 0              | 2                 |
| ADMINISTRATIVE SUPPORT        | 2                  | 18     | 2                      | 2                         | 0                                   | 0     | 0                                 | 0                 | 12                 | 10                        | 0                                   | 3     | 0                                 | 1              | 50                |
| CRAFT WORKERS                 | 131                | 13     | 156                    | 103                       | 0                                   | 6     | 3                                 | 2                 | 3                  | 10                        | 0                                   | 0     | 1                                 | 0              | 428               |
| OPERATIVES                    | 10                 | 0      | 3                      | 2                         | 0                                   | 0     | 0                                 | 0                 | 0                  | 0                         | 0                                   | 0     | 0                                 | 0              | 15                |
| LABORERS & HELPERS            | 0                  | 0      | 0                      | 0                         | 0                                   | 0     | 0                                 | 0                 | 0                  | 0                         | 0                                   | 0     | 0                                 | 0              | 0                 |
| SERVICE WORKERS               | 952                | 721    | 244                    | 605                       | 47                                  | 2     | 16                                | 38                | 124                | 232                       | 0                                   | 14    | 4                                 | 20             | 3019              |
| TOTAL                         | 1138               | 765    | 466                    | 743                       | 47                                  | 14    | 19                                | 41                | 152                | 257                       | 0                                   | 17    | 5                                 | 21             | 3685              |
| PREVIOUS REPORT TOTAL         | 999                | 649    | 429                    | 731                       | 38                                  | 11    | 13                                | 5                 | 128                | 242                       | 7                                   | 15    | 3                                 | 2              | 3272              |

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 09/25/2014 THRU 09/28/2014

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: LLOYD DE FRANCE  
EEO-1 REPORT CONTACT PERSON: LLOYD DE FRANCE  
EMAIL: ldefrance@temcoservices.com

TITLE: VP HR  
TITLE: VP HR  
TELEPHONE NO: 2122517872

CERTIFIED DATE[EST]: 09/29/2014 09:50 AM

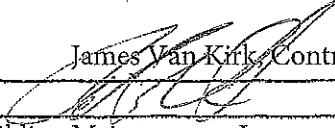
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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

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

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

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

Representative's Name/Title Print): James Van Kirk, Contracts' Manager  
Representative's Signature:   
Name of Company: Temco Building Maintenance, Inc.  
Tel. No.: 973-472-7788 Date: April 9, 2015



**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 : Temco Building Maintenance, Inc.  
Address : One Madison Street, Bldg. D, East Rutherford, NJ 07073  
Telephone No. : 973-472-7788  
Contact Name : James Van Kirk, Contracts' Manager

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: Temco Building Maintenance, Inc.  
Address: One Madison Street, Bldg. D, East Rutherford, NJ 07073.  
Telephone No. : 973-472-7788  
Contact Name: James Van Kirk, Contracts' Manager

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.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 242  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
TEMCO BUILDING MAINTENANCE INC.

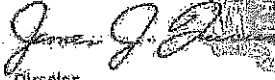
TRADE NAME:

ADDRESS:  
417 5TH AVE  
NEW YORK NY 10016-5802

SEQUENCE NUMBER:  
0401313

EFFECTIVE DATE:  
01/16/63

ISSUANCE DATE:  
12/11/13

  
Director  
New Jersey Division of Revenue

FORM-BRC

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

10-2017-2-2000-01



# CHUK'S PROFESSIONAL CLEANING INC.

Carpet & Upholstery Cleaning - Floor Waxing & Buffing

State of the Art Equipment/Professional Technicians

109 Washington Ave., Side Office #4, Belleville, NJ 07109

Tel (973) 759-0014 Toll FREE 1 866-644-0012 Fax (973) 759-0068



April 10, 2015

*Silendra Baijnauth*

*Fiscal Officer*

*City of Jersey City / Department of Public Works*

*13-15 Linden Avenue East, 2<sup>nd</sup> Floor, Room A230.*

*Jersey City, NJ 07305*

Dear Mr. Baijnauth:

In response to your email dated April 08, 2015m we accept the extension of the Janitorial Services at the City of Jersey City. The extension will be for 3 months which will be on a month to month basis.

We thank you for the opportunity to continue our services with the City of Jersey City.

Sincerely yours,

Zoila Bunay

Administrative Assistant

**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 Chuk's Prof. Cleaning Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 5/2015 (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 Chuk's Prof. Cleaning, 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: Chuk's Professional Cleaning, Inc.  
Signed Zoila Bunay Title: Administrative Assistant  
Print Name: Zoila Bunay Date: 4/13/15

Subscribed and sworn before me  
this 13 day of APRIL, 2015.  
My Commission expires:

Zoila Bunay  
(Affiant)  
Adm ASST. - Zoila Bunay  
(Print name & title of affiant) (Corporate Seal)

WILLIAM BARRETTA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 9/6/2017

William Barretta  
APRIL 13, 2015

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

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| N/A                          |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**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: Chak's Professional Cleaning, Inc.  
 Signed: Zoila Bunday Title: Adm. Asst  
 Print Name: Zoila Bunday Date: 4/10/15

Subscribed and sworn before me this 13 day of APRIL, 2015  
 My Commission expires: 09.06.2017  
Zoila Bunday  
 Zoila Bunday Adm Asst  
 (Print name & title of affiant) (Corporate Seal)

WILLIAM BARRETTA  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 9/6/2017  
*William Barretta*  
 APRIL 13, 2015







(REVISED 4/13)

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

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county 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](http://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): Zoila Bunay

Representative's Signature: *Zoila Bunay*

Name of Company: Chak's Professional Cleaning, Inc.

Tel. No.: 973-759-0014 Date: 4/10/15

**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/aa302tms.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302tms.pdf)

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                                       |                                                                                                                                                                                                                     |                                                           |                                                                                               |                          |                    |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------|--------------------------|--------------------|--------------------------|
| 1. FID. NO. OR SOCIAL SECURITY<br><b>[REDACTED]</b>                                                                                                   | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br><b>34</b> |                                                                                               |                          |                    |                          |
| 4. COMPANY NAME<br><b>Chuk's Professional Cleaning, Inc.</b>                                                                                          |                                                                                                                                                                                                                     |                                                           |                                                                                               |                          |                    |                          |
| 5. STREET<br><b>109 Washington Ave.</b>                                                                                                               | CITY<br><b>Belleville</b>                                                                                                                                                                                           | COUNTY<br><b>Essex</b>                                    | STATE<br><b>NJ</b>                                                                            | ZIP CODE<br><b>07109</b> |                    |                          |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)<br><b>NONE</b>                                                                         |                                                                                                                                                                                                                     |                                                           | CITY                                                                                          | STATE                    | ZIP CODE           |                          |
| 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 <b>[REDACTED]</b> |                          |                    |                          |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>[REDACTED]</b>                                                   |                                                                                                                                                                                                                     |                                                           | 10. PUBLIC AGENCY AWARDED CONTRACT                                                            |                          |                    |                          |
| City of Jersey City                                                                                                                                   |                                                                                                                                                                                                                     |                                                           | CITY<br><b>Jersey City</b>                                                                    | COUNTY<br><b>Hudson</b>  | STATE<br><b>NJ</b> | ZIP CODE<br><b>07305</b> |
| 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<br>TOTAL<br>(Cols. 2 & 3)                                                          | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALE *****                                   |          |              |          |          | ***** FEMALE ***** |          |              |       |          |  |
|                                                |                                                                                           |                |                  | BLACK                                              | HISPANIC | AMER. INDIAN | ASIAN    | NON MIN. | BLACK              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |  |
| Officials/ Managers                            | 2                                                                                         | 2              |                  | 2                                                  |          |              |          |          |                    |          |              |       |          |  |
| Professionals                                  |                                                                                           |                |                  |                                                    |          |              |          |          |                    |          |              |       |          |  |
| Technicians                                    |                                                                                           |                |                  |                                                    |          |              |          |          |                    |          |              |       |          |  |
| Sales Workers                                  |                                                                                           |                |                  |                                                    |          |              |          |          |                    |          |              |       |          |  |
| Office & Clerical                              | 2                                                                                         |                | 2                |                                                    |          |              |          |          |                    | 1        | 1            |       |          |  |
| Craftworkers (Skilled)                         |                                                                                           |                |                  |                                                    |          |              |          |          |                    |          |              |       |          |  |
| Operatives (Semi-skilled)                      |                                                                                           |                |                  |                                                    |          |              |          |          |                    |          |              |       |          |  |
| Laborers (Unskilled)                           |                                                                                           |                |                  |                                                    |          |              |          |          |                    |          |              |       |          |  |
| Service Workers                                | 30                                                                                        | 14             | 15               | 10                                                 | 1        |              | 4        |          |                    | 6        | 9            |       |          |  |
| <b>TOTAL</b>                                   | <b>34</b>                                                                                 | <b>16</b>      | <b>17</b>        | <b>12</b>                                          | <b>1</b> |              | <b>4</b> |          |                    | <b>7</b> | <b>10</b>    |       |          |  |
| Total employment From previous Report (if any) | 32                                                                                        | 14             | 18               | 8                                                  | 5        |              |          |          | 1                  | 5        | 13           |       |          |  |
| 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?<br><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?<br>1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED<br>MO. DAY YEAR<br><b>08 13 2014</b> |
| 13. DATES OF PAYROLL PERIOD USED<br>From: <b>03/15/15</b> To: <b>03/28/15</b>                                                                                                                                               |                                                                                                                                           |                                                                            |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                                          |                           |                                          |                                          |                          |                                                              |
|--------------------------------------------------------------------------|---------------------------|------------------------------------------|------------------------------------------|--------------------------|--------------------------------------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br><b>Zoila Bunay</b> | SIGNATURE<br>             | TITLE<br><b>Administrative Assistant</b> | DATE<br>MO DAY YEAR<br><b>04 10 2015</b> |                          |                                                              |
| 17. ADDRESS NO. & STREET<br><b>109 Washington Ave.</b>                   | CITY<br><b>Belleville</b> | COUNTY<br><b>Essex</b>                   | STATE<br><b>NJ</b>                       | ZIP CODE<br><b>07109</b> | PHONE (AREA CODE, NO., EXTENSION)<br><b>973 - 759 - 0014</b> |

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

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

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

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

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

Representative's Name/Title Print: Zoila Bunay  
Representative's Signature: [Handwritten Signature]  
Name of Company: Cher's Professional Cleaning, Inc.  
Tel. No.: 973 759-0014 Date: 4/10/15

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@cnj.org](mailto:abuanJ@cnj.org)

**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 : CHUCK'S PROFESSIONAL CLEANING, INC  
Address : 109 Washington Ave  
Office #4  
Belleville, NJ 07109  
Telephone No. : 973-759-0014  
Contact Name : Zoila Bunay

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.

**CHUCK'S PROFESSIONAL CLEANING, INC**  
Business Name: 109 Washington Ave  
Office #4  
Address: Belleville, NJ 07109  
Telephone No.: 973-759-0014  
Contact Name: Zoila Bunay

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.

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

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

CHUKS PROFESSIONAL CLEANING INC

TRADE NAME:

ADDRESS:

8 DAVIDSON ST  
BELLEVILLE NJ 07109

SEQUENCE NUMBER:

1219891

EFFECTIVE DATE:

06/18/03

ISSUANCE DATE:

03/20/06

*John E. Tully*  
Director

FORM-BRC(08-01)

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



Certification # 11030

## 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 12/31/19 to 12/31/2021.

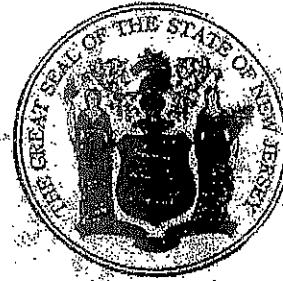
CHUK'S PROFESSIONAL CLEANING INC  
109 WASHINGTON AVE  
BELLEVILLE NJ 07003



Andrew P. Sidamon-Eristoff  
State Treasurer

Certificate Number  
663069

Registration Date: 07/20/14  
Expiration Date: 04/27/2016



# 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:

Chuk's Professional Cleaning, Inc.  
**2014**

Responsible Representative(s):  
Livinus Mbamara, President

Handwritten signature of Harold J. Wirths in black ink.

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner  
of Labor and Workforce Development.



**State of New Jersey**

**CHRIS CHRISTIE**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026

**KIM GUADAGNO**  
*Lt. Governor*

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

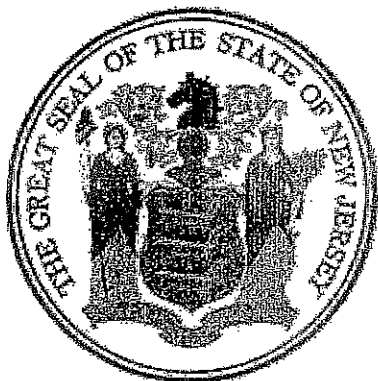
**APPROVED**  
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **CHUKS PROFESSIONAL CLEANING INC** as a **Category 2 & 4** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: [www.njportal.com/DOR/SBERegistry/](http://www.njportal.com/DOR/SBERegistry/).



Andrew Pantelides  
Assistant Director

**Issued:** January 4, 2013  
**Certification Number:** 62051-21

**Expiration:** January 3, 2016



State of New Jersey

CHRIS CHRISTIE  
Governor

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF  
State Treasurer

KIM GUADAGNO  
Lt. Governor

CERTIFIED

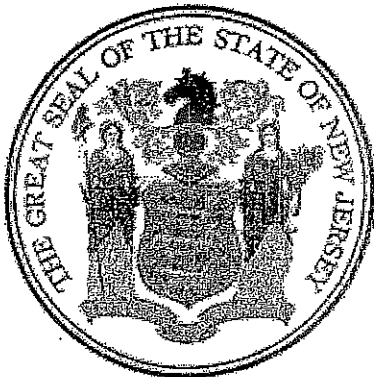
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges CHUKS PROFESSIONAL CLEANING INC is a MBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



Andrew Pantelides  
Assistant Director

Issued: December 28, 2012  
Certificate Number: 62027-21

Expiration: December 27, 2015

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING

CHUKS PROFESSIONAL CLEANING, INC.  
0100907113

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Profit Corporation was registered by this office on June 18, 2003.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and registered office are:*

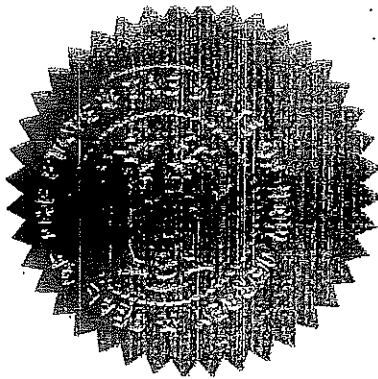
Jude O Nkama Esq  
76 Union Avenue  
Suite C 1  
Irvington, NJ 07111 0000

*Continued on next page . . .*

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING

CHUKS PROFESSIONAL CLEANING, INC.

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
11th day of March, 2006



*Bradley I. Abelow*

Bradley I. Abelow  
Acting State Treasurer

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

City Clerk File No. Res. 15.343

Agenda No. 10,Z.16

Approved: MAY 13 2015



**TITLE:**

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF MAY 17, 2015 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, Resolution No. 10-464, approved on April 14, 2010, awarded one-year contract in the total amount of \$48,600.00 to Chuk's Professional Cleaning for janitorial services at the public safety communication building for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms, with the renewal contract prices being the preceding year's contract prices as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of February 2011 to February 2012; and

**WHEREAS**, Resolution No. 11-492, approved on July 20, 2011, exercised the first option to renew the contract for the total amount of \$49,572.00; and

**WHEREAS**, although there was a second option remaining to renew for an additional year, the City revised the Living Wage Ordinance in July 2012 and desired to rebid the contract based on the revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 12-562, approved on July 18, 2012, authorized an extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 13-140, approved on February 27, 2013, authorized a second extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 13-637, approved on September 11, 2013, authorized a third extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 14-159, approved on March 12, 2014, authorized a fourth extension of the contract while the City revised the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 14-605, approved on September 10, 2014, authorized a three (3) month extension of the contract for the total amount of \$20,000.00; and

**WHEREAS**, proposals were received on January 22, 2015 and are currently being reviewed by the Purchasing Director and the Law Department; and

(Continued on page 2)

TITLE: **RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF MAY 17, 2015 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, it is necessary to extend the janitorial services contract on a month to month basis not to exceed three (3) months effective as of May 17, 2015 while the City reviews the bid proposals; and

WHEREAS, the total cost of the contract extension is twenty thousand dollars and zero cents (\$20,000.00); and

WHEREAS, funds in the amount of \$10,000.00 are available in the Division of Buildings and Street Maintenance Operating Account No. 15-01-201-26-291-314.

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 extend the contract with Chuk's Professional Cleaning for Janitorial Services for the Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The contract extensions are on a month to month basis not to exceed three months effective as of May 17, 2015, and the total cost of the contract shall not exceed \$20,000.00;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget; and
- 4) 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.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Operating Account No. 15-01-201-26-291-314 for payment of the above resolution.

PO # 116951

APPROVED: Mark Redfield APPROVED AS TO LEGAL FORM  
Mark Redfield, Director, Department of Public Works

APPROVED: [Signature] Corporation Counsel  
Business Administrator

MR / sb  
April 14, 2015

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |                |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
|                                         |     |     |      | 5.13.15       |     |     |      |                |     |     |      |
| 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



**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 EXTENSION OF A CONTRACT WITH CHUK'S PROFESSIONAL CLEANING INC. TO PROVIDE JANITORIAL SERVICES AT THE PUBLIC SAFETY COMMUNICATION BUILDING NOT TO EXCEED THREE (3) MONTHS EFFECTIVE AS OF MAY 17, 2015 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

**Project Manager**

|                     |              |                      |
|---------------------|--------------|----------------------|
| Department/Division | DPW          | Buildings and Street |
| Name/Title          | John McGrath | Director             |
| Phone/email         | 201-547-4432 | mcgrathj@jenj.org    |

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

- \* The purpose of this resolution is to provide janitorial services at the Public Safety Communication Building.
- \* This is a contract extension not to exceed three (3) months on a month to month basis effective as of May 17, 2015.
- \* Bid Proposals were received on January 22, 2015 and are currently being reviewed by the Purchasing Director and the Law Department.
- \* It is necessary to extend the janitorial services contracts on a month to month basis not to exceed three (3) months effective May 17, 2015 while the City reviews the bid proposals.
- \* The total cost of the contract extension is not to exceed **twenty thousand dollars (\$20,000.00)**.
- \* **After the Law Department and Purchasing Division finishes its review, a recommendation will be made for a contract award.**

**Cost (Identify all sources and amounts)**

Operating Account: 01-201-26-291-314  
 Total Extension Amount =\$20,000.00  
 Temp. Encumbrancy =\$10,000.00

**Contract term (include all proposed renewals)**

Contract extension is not to exceed three (3) months on a month to month basis effective as of May 17, 2015.

**Type of award**

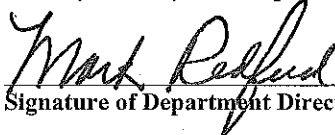
Contract Extension

**If "Other Exception", enter type**

**Additional Information**

\* *The Public Safety Communication Building is included in the new bid specification.*

I certify that all the facts presented herein are accurate.

  
 Signature of Department Director

*4-20-15*  
 Date



CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803




STEVEN M. FULOP  
MAYOR OF JERSEY CITY

MARK REDFIELD  
DIRECTOR

**MEMORANDUM**

**Date:** April 28, 2015

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Bajjnauth, Fiscal Officer 

**Subject :** 2015 Budget Memo (Janitorial Services Extension at Public Safety Building)

There exists a need to provide janitorial services at the Public Safety Building. This is a contract extension not to exceed three (3) months on a month to month basis with Chuk's. Janitorial bids were received on January 22, 2015 and all bids proposals were rejected at the April 22, 2015 Council meeting. Contract will be rebid using revised bid specifications that eliminate any ambiguity regarding the contractor's employee staffing levels for each building. The total of the contract extension is \$20,000.00. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner. The funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 15-01-201-26-291-314.

**CONTRACT FUNDING (2015)**

- ❖ Expenditure is drawn down from Buildings and Street Maintenance operating account, 01-201-26-291-314.
- ❖ Contract is utilizing object # 314.
- ❖ Line object 314 is budgeted for \$825,000.00 in CY 2015.
- ❖ As of today (04/28/15), \$193,800.00 is encumbered and expended in object 314.
- ❖ Temporary budget amount for 314 is \$347,027.50, ending balance is \$153,227.50.
- ❖ DPW spent about \$620,000.00 in 2014 for this service.
- ❖ All of 2014 were contract extensions
- ❖ Once new proposals are received, estimated annual cost is about \$1,000,000.00 due to the City's Living Wage Ordinance.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

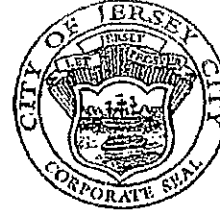
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.274

Agenda No. 10.N

Approved: APR 22 2015

TITLE:



## RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON JANUARY 22, 2015 FOR PROVIDING JANITORIAL SERVICES AT VARIOUS CITY BUILDINGS

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

WHEREAS, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for contracts to provide janitorial services at various City of Jersey City ("City") buildings; and

WHEREAS, on January 22, 2015, the City received a total of eight bids; and

WHEREAS, the low bidder requested to withdraw its bid because of a substantial error it made in calculating its bid prices; and

WHEREAS, as a result of the withdrawal of the low bid, Guardian Service Industries, Inc. ("Guardian") became the low bidder for twelve of the fifteen buildings for which the City is seeking to award janitorial services contracts; and

WHEREAS, because Guardian's bid prices were substantially less than the next lowest bidder, the Purchasing Agent requested confirmation from Guardian that it had calculated its bid prices based on the contractor's employee staffing levels for each building set forth in the City's bid specifications; and

WHEREAS, Guardian advised the Purchasing Agent that it had based its bid prices on less staff levels because it thought that employee staffing levels were not mandatory but only suggested levels of staffing and cited a page of the bid specifications to support its interpretation; and

WHEREAS, the City intended that the contractor's employee staffing levels were to be mandatory and that all bidders were to have calculated their bid prices based on the staffing levels set forth in the bid specifications; and

WHEREAS, the contractor's employee staffing levels are a material component of the bid specifications and have a substantial and significant impact on how the bid prices for janitorial services at various City buildings are calculated by the bidders; and

WHEREAS, the City's Purchasing Agent recommends that all bids be rejected and the contract be rebid using revised bid specifications that eliminate any ambiguity regarding the contractor's employee staffing levels for each building; and

**CITY OF JERSEY CITY**394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307**Requisition****Requisition #**

0169928

**Assigned PO #****Vendor**  
CHUKS PROFESSIONAL CLEANING  
109 WASHINGTON AVE, OFFICE #4  
BELLEVILLE NJ 07109**Dept. Bill To**  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST, 2ND  
JERSEY CITY NJ 07305**Dept. Ship To**  
BUILDING & STREET MAINTENANCE  
13-15 LINDEN AVENUE EAST, 2ND  
JERSEY CITY NJ 07305

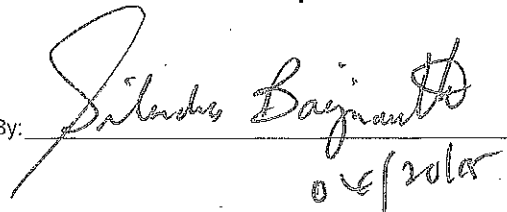
CH112108MV

**Contact Info**  
John McGrath, Dir  
2015474432

| Quantity                                                             | UOM | Description                                                                                 | Account           | Unit Price | Total     |
|----------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------|-------------------|------------|-----------|
| 1.00                                                                 | EXT | EXTENSION FOR<br>JANITORIAL SERVICES NOT TO EXCEED THREE 3<br>MONTHS EFFECTIVE MAY 17, 2015 | 01-201-26-291-314 | 10,000.00  | 10,000.00 |
| CONTRACT AMOUNT = \$20,000.00<br>TEMPORARY ENCUMBRANCY = \$10,000.00 |     |                                                                                             |                   |            |           |
| CONTRACT DURATION : 05/17 TO 08/17                                   |     |                                                                                             |                   |            |           |
| PPV'S<br>PUBLIC SAFETY COMMUNICATION BUILDING                        |     |                                                                                             |                   |            |           |

**Requisition Total 10,000.00**Req. Date: 04/20/2015  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By:

  
04/20/15**This Is Not A Purchase Order**

## Silendra Baijnauth

---

**From:** Raymond Reddington  
**Sent:** Tuesday, April 14, 2015 10:21 AM  
**To:** Silendra Baijnauth  
**Subject:** RE: Emailing: Janitorial Extension - for Bishop Street.doc

Okay.

-----Original Message-----

**From:** Silendra Baijnauth  
**Sent:** Tuesday, April 14, 2015 10:08 AM  
**To:** Raymond Reddington  
**Subject:** RE: Emailing: Janitorial Extension - for Bishop Street.doc

Please see attached.  
Thanks

-----Original Message-----

**From:** Raymond Reddington  
**Sent:** Tuesday, April 14, 2015 10:04 AM  
**To:** Silendra Baijnauth  
**Subject:** RE: Emailing: Janitorial Extension - for Bishop Street.doc

Please see attached 2nd page of resolution for one change.

-----Original Message-----

**From:** Silendra Baijnauth  
**Sent:** Tuesday, April 14, 2015 8:55 AM  
**To:** Raymond Reddington  
**Subject:** Emailing: Janitorial Extension - for Bishop Street.doc

Good Morning Mr. Reddington,  
Please see attached for a contract extension for janitorial services only at the Bishop Street location.

Thanks



# CHUK'S PROFESSIONAL CLEANING INC.

Carpet & Upholstery Cleaning - Floor Waxing & Buffing

State of the Art Equipment/Professional Technicians

109 Washington Ave., Side Office #4, Belleville, NJ 07109

Tel [973] 759-0014 Toll FREE 1 866-644-0012 Fax [973] 759-0068



April 10, 2015

*Silendra Baijnauth*

*Fiscal Officer*

*City of Jersey City / Department of Public Works*

*13-15 Linden Avenue East, 2<sup>nd</sup> Floor, Room A230.*

*Jersey City, NJ 07305*

Dear Mr. Baijnauth:

In response to your email dated April 08, 2015m we accept the extension of the Janitorial Services at the City of Jersey City. The extension will be for 3 months which will be on a month to month basis.

We thank you for the opportunity to continue our services with the City of Jersey City.

Sincerely yours,

Zoila Bunay

Administrative Assistant

**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 Chuk's Prof. Cleaning Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 5/2015 (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 Chuk's Prof. Cleaning, 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: Chuk's Professional Cleaning, Inc.

Signed Zoila Bunay Title: Administrative Assistant

Print Name: Zoila Bunay Date: 4/13/13

Subscribed and sworn before me  
this 13 day of APRIL, 2015.

My Commission expires:

Zoila Bunay  
(Affiant)  
Adm ASST - Zoila Bunay  
(Print name & title of affiant) (Corporate Seal)

WILLIAM BARRETTA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 9/6/2017

William Barretta  
APRIL 13 2015

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

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| N/A                          |              |
|                              |              |
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**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: Chick's Professional Cleaning, Inc.  
 Signed: Zoila Bunday Title: Adm. ASST  
 Print Name: Zoila Bunday Date: 4/13/15

|                                                                                    |                                                                                   |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>13</u> day of <u>APRIL</u> , 20 <u>15</u> . | <u>Zoila Bunday</u><br>(Affiant)                                                  |
| My Commission expires: <u>09-06-2017</u>                                           | <u>Zoila Bunday Adm. ASST</u><br>(Print name & title of affiant) (Corporate Seal) |

WILLIAM BARRETTA  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 9/6/2017  
*William Barretta*  
 APRIL 13, 2015





Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page \_\_\_ of \_\_\_

Vendor Name: *Chuk's Professional Cleaning, Inc.*

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
| <i>N/A</i>       |                |      |               |
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Check here if the information is continued on subsequent page(s)

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto: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](http://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): Zoila Bunay

Representative's Signature: *Zoila Bunay*

Name of Company: Chak's Professional Cleaning, Inc.

Tel. No.: 973-759-0014 Date: 4/10/15

**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](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                                       |               |                                                                                                                                                                                                                     |                               |                 |                                                    |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------|----------------------------------------------------|-------------------|
| 1. FID. NO. OR SOCIAL SECURITY<br>260-067-256                                                                                                         |               | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER |                               |                 | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br>34 |                   |
| 4. COMPANY NAME<br>Chuk's Professional Cleaning, Inc.                                                                                                 |               |                                                                                                                                                                                                                     |                               |                 |                                                    |                   |
| 5. STREET<br>109 Washington Ave.                                                                                                                      |               | CITY<br>Belleville                                                                                                                                                                                                  |                               | COUNTY<br>Essex | STATE<br>NJ                                        | ZIP CODE<br>07109 |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)<br>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                                                                     |               |                                                                                                                                                                                                                     |                               |                 |                                                    |                   |
| 10. PUBLIC AGENCY AWARDDING CONTRACT                                                                                                                  |               |                                                                                                                                                                                                                     |                               |                 |                                                    |                   |
| CITY<br>City of Jersey City                                                                                                                           |               | COUNTY<br>Jersey City                                                                                                                                                                                               |                               | STATE<br>Hudson | ZIP CODE<br>NJ 07305                               |                   |
| 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<br>TOTAL<br>(Cols. 2 & 3)                                                          | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALE *****                                   |          |              |          |          | ***** FEMALE ***** |          |              |       |          |  |  |  |
|                                                |                                                                                           |                |                  | BLACK                                              | HISPANIC | AMER. INDIAN | ASIAN    | NON MIN. | BLACK              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |  |  |  |
| Officials/ Managers                            | 2                                                                                         | 2              |                  | 2                                                  |          |              |          |          |                    |          |              |       |          |  |  |  |
| Professionals                                  |                                                                                           |                |                  |                                                    |          |              |          |          |                    |          |              |       |          |  |  |  |
| Technicians                                    |                                                                                           |                |                  |                                                    |          |              |          |          |                    |          |              |       |          |  |  |  |
| Sales Workers                                  |                                                                                           |                |                  |                                                    |          |              |          |          |                    |          |              |       |          |  |  |  |
| Office & Clerical                              | 2                                                                                         |                | 2                |                                                    |          |              |          |          |                    | 1        | 1            |       |          |  |  |  |
| Craftworkers (Skilled)                         |                                                                                           |                |                  |                                                    |          |              |          |          |                    |          |              |       |          |  |  |  |
| Operatives (Semi-skilled)                      |                                                                                           |                |                  |                                                    |          |              |          |          |                    |          |              |       |          |  |  |  |
| Laborers (Unskilled)                           |                                                                                           |                |                  |                                                    |          |              |          |          |                    |          |              |       |          |  |  |  |
| Service Workers                                | 30                                                                                        | 14             | 15               | 10                                                 | 1        |              | 4        |          |                    | 6        | 9            |       |          |  |  |  |
| <b>TOTAL</b>                                   | <b>34</b>                                                                                 | <b>16</b>      | <b>17</b>        | <b>12</b>                                          | <b>1</b> |              | <b>4</b> |          |                    | <b>7</b> | <b>10</b>    |       |          |  |  |  |
| Total employment From previous Report (if any) | 32                                                                                        | 14             | 18               | 8                                                  | 5        |              |          |          | 1                  | 5        | 13           |       |          |  |  |  |
| 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?<br><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?<br>1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/> |  |  | 15. IF NO, DATE LAST REPORT SUBMITTED<br>MO. DAY YEAR<br>08 13 2014 |  |  |
| 13. DATES OF PAYROLL PERIOD USED<br>From: 03/15/15 To: 03/28/15                                                                                                                                                             |  |  |                                                                                                                                           |  |  |                                                                     |  |  |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                                   |  |                                 |  |                 |                                   |                   |                                                       |  |  |
|-------------------------------------------------------------------|--|---------------------------------|--|-----------------|-----------------------------------|-------------------|-------------------------------------------------------|--|--|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br>Zoila Bunay |  | SIGNATURE<br><i>Zoila Bunay</i> |  |                 | TITLE<br>Administrative Assistant |                   | DATE<br>MO DAY YEAR<br>04 10 2015                     |  |  |
| 17. ADDRESS NO. & STREET<br>109 Washington Ave.                   |  | CITY<br>Belleville              |  | COUNTY<br>Essex | STATE<br>NJ                       | ZIP CODE<br>07109 | PHONE (AREA CODE, NO., EXTENSION)<br>973 - 759 - 0014 |  |  |

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 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): Zoila Bunay  
Representative's Signature: Zoila Bunay  
Name of Company: Cher's Professional Cleaning, Inc.  
Tel. No.: 973 759-0014 Date: 4/10/15

**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 : CHUCK'S PROFESSIONAL CLEANING, INC  
Address : 109 Washington Ave  
Office #4  
Belleville, NJ 07109  
Telephone No. : 973-759-0014  
Contact Name : Zoila Bunay

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: **CHUCK'S PROFESSIONAL CLEANING, INC**  
**109 Washington Ave**  
**Office #4**  
Address: **Belleville, NJ 07109**  
Telephone No. : 973-759-0014  
Contact Name: Zoila Bunay

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

Sincerely,

*J. E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 382  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

CHUKS PROFESSIONAL CLEANING INC

TRADE NAME:

ADDRESS:

8 DAVIDSON ST  
BELLEVILLE NJ 07109

SEQUENCE NUMBER:

1219891

EFFECTIVE DATE:

06/18/03

ISSUANCE DATE:

03/20/06

*J. E. Tully*  
Director

FORM-BRC(08-01)

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

Certification 1030

## 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-2021 to 15-JUL-2021.

CHUR'S PROFESSIONAL CLEANING, INC.  
109 WASHINGTON AVE.  
BELLEVILLE NJ 07109



  
Andrew P. Sidamon-Eristoff  
State Treasurer

Certificate Number  
663069

Registration Date: 04/27/2014  
Expiration Date: 04/27/2016



## 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:

Chuk's Professional Cleaning, Inc.

**2014**

Responsible Representative(s):  
Livinus Mbarara, President

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner  
of Labor and Workforce Development.



## State of New Jersey

**CHRIS CHRISTIE**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026

**KIM GUADAGNO**  
*Lt. Governor*

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

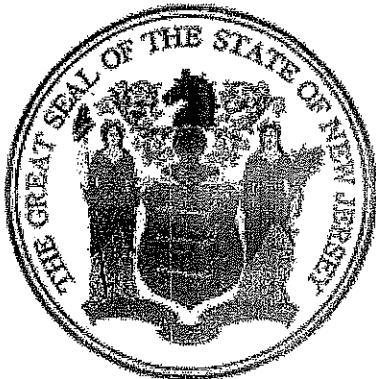
### APPROVED *under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **CHUKS PROFESSIONAL CLEANING INC** as a **Category 2 & 4** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: [www.njportal.com/DOR/SBERegistry/](http://www.njportal.com/DOR/SBERegistry/).



Andrew Pantelides  
Assistant Director

**Issued:** January 4, 2013  
**Certification Number:** 62051-21

**Expiration:** January 3, 2016



*State of New Jersey*

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

**CERTIFIED**

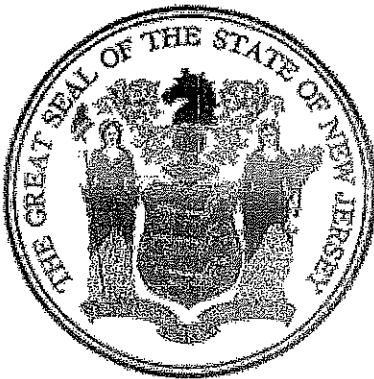
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges CHUKS PROFESSIONAL CLEANING INC is a MBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



Andrew Pantelides  
Assistant Director

**Issued:** December 28, 2012  
**Certificate Number:** 62027-21

**Expiration:** December 27, 2015

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING

CHUKS PROFESSIONAL CLEANING, INC.  
0100907113

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Profit Corporation was registered by this office on June 18, 2003.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and registered office are:*

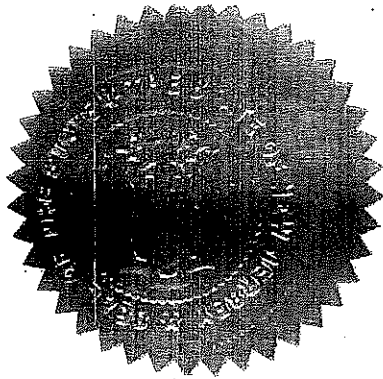
*Jude O Nkama Esq  
76 Union Avenue  
Suite C 1  
Irvington, NJ 07111 0000*

*Continued on next page . . .*

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING

CHUKS PROFESSIONAL CLEANING, INC.

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
11th day of March, 2006



*Bradley Abelow*

Bradley I. Abelow  
Acting State Treasurer



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

City Clerk File No. Res. 15.344

Agenda No. 10.Z.17

Approved: MAY 13 2015

TITLE:



**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2015 CALENDAR YEAR**

**COUNCIL**

offered and moved

adoption of the following Resolution:

**WHEREAS**, the City of Jersey City established a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys; and

**WHEREAS**, by virtue of the adoption of a resolution to engage attorney's to act as public defender, Andrew C. Abrams, Esq. of 255 Newark Avenue, Jersey City, New Jersey will perform the duties of a Public Defender; and

**WHEREAS**, pursuant to PL 1997.c.256, Sec. 3 (N.J.S.A. 2B:12-28), any municipal court with two or more municipal public defenders shall have a Chief Municipal Defender who shall be appointed by the governing body of the municipality; and

**WHEREAS**, in accordance with N.J.S.A. 2B:12-28, the City is desirous of appointing Andrew C. Abrams, Esq., as Chief Municipal Public Defender effective January 1, 2015 and expiring on December 31, 2015; and

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

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

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

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

**WHEREAS**, Andrew C. Abrams, Esq. 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**, Andrew C. Abrams, Esq. will receive the sum of **Seven-Thousand (\$7,000.00) Dollars** per year paid in monthly increments.

TITLE:

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2015 CALENDAR YEAR**

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

1. Andrew C. Abrams, Esq. shall serve as Chief Municipal Public Defender in addition to the duties he is performing for the City of Jersey City as a Public Defender.
2. The total amount of this contract will be Seven Thousand (\$7,000.00) Dollar.
3. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that Seven Thousand (\$7,000.00) Dollars is available in Account No: 15-01-201-43-495-312 for payment of this resolution. *P.O. # 117067*

Donna Mauer, Chief Financial Officer

ms:

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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 AWARDDING A PROFESSIONAL SERVICE AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY CITY TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2015 CALENDAR YEAR

**Project Manager**

|                     |                         |                               |
|---------------------|-------------------------|-------------------------------|
| Department/Division | Business Administration | Office of the Public Defender |
| Name/Title          | Andrew C. Abrams        | Chief Public Defender         |
| Phone/email         | (201) 209-6761          |                               |

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

**Contract Purpose**

The Supreme Court of New Jersey extended the right to assign counsel to represent indigent defendants in municipal court proceedings. The State Legislature enacted the Municipal Public Defenders Act requiring the appointment of a Chief Municipal Public Defender and Municipal Public Defenders by each municipal government in the State.

**Cost (Identify all sources and amounts)**

\$7,000 per year  
Acct. No.: 15-01-201-43-495-312

**Contract term (include all proposed renewals)**

One year.

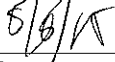
Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

Andrew C. Abrams, Esq.  
255 Newark Avenue  
Jersey City, New Jersey 07306

RE: Chief Municipal Public Defender

Dear Mr. Abrams:

Jersey City has established a Public Defender Program pursuant to Public Laws 1997, Chapter 256, Section 3 (N.I.S.A. 2B:12-28). You have been selected to serve as Chief Municipal Public Defender. This selection is in addition to and separate and apart from your contract as a participating trial attorney. Your term as Chief Municipal Public Defender will commence January 1, 2015 and expire December 31, 2015. Prior to commencing work, it will be necessary for you to agree to the terms and conditions set forth in this agreement.

As Chief Municipal Public Defender, your duties shall be to schedule, supervise and coordinate the public defenders and administer the office functions related thereto. Your fee will be \$7,000.

The services under this agreement shall be performed exclusively by you, not by any other member of your firm.

The Corporation Counsel reserves the right to terminate this agreement at any time for any reason whatsoever. Upon termination, you shall be paid for services due up to the date of termination. Thereafter, this agreement shall be null and void with no further rights or obligations emanating therefrom.

If the foregoing meets with your approval, kindly indicate your consent to this agreement by signing your name in the space provided. Return the signed original of this agreement to me promptly thereafter. Retain the enclosed copy for your files.

It is imperative that a signed agreement be returned to this office. Under no circumstances shall any fees be paid unless an executed agreement is on file.

Very truly yours,

JEREMY FARRELL  
CORPORATION COUNSEL

I hereby agree to the terms and conditions of the within Agreement.

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

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

City Clerk File No. Res. 15.345

Agenda No. 10.Z.18

Approved: MAY 13 2015



TITLE:

**RESOLUTION AWARDING PROFESSIONAL SERVICE AGREEMENTS  
TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE  
AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR  
CALENDAR YEAR 2015**

**COUNCIL**

**MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, in 1971, the Supreme Court of New Jersey extended the right to assign counsel to represent indigent defendants in municipal court proceedings where such defendants are subject, if convicted, to a threat or likelihood of imprisonment or other consequences of magnitude, Rodriguez v. Rosenblatt, 58 N.J. 281 (1971); and

**WHEREAS**, in March 1998, the State Legislature enacted the Municipal Public Defenders Act, N.J.S.A. 2B:24-1 et seq.; and

**WHEREAS**, N.J.S.A. 2B:24-1(d) provides that it is essential to require the appointment of Municipal Public Defenders by each municipal government in the State; and

**WHEREAS**, the City of Jersey City established a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys; and

**WHEREAS**, the prior professional services agreements expired on December 31, 2014; and

**WHEREAS**, each attorney named on the list attached hereto is licensed to practice law in the State of New Jersey, has experience in criminal law and is otherwise qualified to serve as Public Defender; and

**WHEREAS**, each attorney will enter into a professional services agreement with the City of Jersey City to serve as a Public Defender for a period not to exceed one year effective as of January 1, 2015; and

**WHEREAS**, the professional services agreement for any of the participating attorneys may be cancelled at any time during the 2015 Calendar Year; and

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

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

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

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

**WHEREAS**, each attorney 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**, it is estimated that the annual cost of these contracts shall be approximately \$300,000; and

**WHEREAS**, \$70,000 is presently available in the temporary budget in Account No. 15-01-201-43-495-312 for the cost of these services.

**WHEREAS**, the continuation of the contracts after the expenditure of funds from the temporary budget is contingent upon the availability of funds in the permanent budget.

**TITLE: RESOLUTION AWARDING PROFESSIONAL SERVICE AGREEMENTS TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2015**

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

1. The Business Administrator is authorized to execute an agreement with each of the attorneys named on the list attached hereto, to serve as a Public Defender in Jersey City Municipal Court for a period not to exceed one year commencing retroactively as of January 1, 2015 subject to the following terms and conditions.
  - (a) Each attorney shall be compensated in the sum of Two-Hundred (\$200.00) Dollars per session, with an additional sum of Seventy-Five (\$75.00) Dollars per session paid in those cases where a trial extends beyond one session;
  - (b) In a case where more than one defendant is eligible for a Public Defender, an attorney may be required to represent one of the co-defendants for the sum of Seventy-Five (\$75.00) Dollars.
  - (c) An attorney will be required to prosecute an appeal of any case tried by him or her to its conclusion for a fee of Seventy-Five (\$75.00) Dollars.
  - (d) All attorneys will be required to prepare notices suitable for filing with the Clerk of the Superior Court stating defense costs for each person represented and will otherwise cooperate with the City in its efforts to seek reimbursement of such fees from the defendants.
2. The agreement with each attorney shall be in substantially the form attached, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
3. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that there are sufficient funds available in Account No.: **15-01-201-43-495-312** for payment of this Resolution. (See PO #s attached) *P.O.#s 117067-117084*

  
 Donna Mauer, Chief Financial Officer

MS:

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

APPROVED AS TO LEGAL FORM

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

Corporation Counsel

Certification Required

Not Required

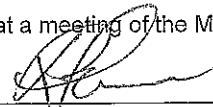
APPROVED **9-0**

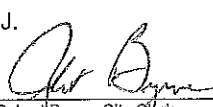
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>5 13 15</b> |     |     |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                          | 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 AWARDED PROFESSIONAL SERVICE AGREEMENTS TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2015

**Project Manager**

|                     |                         |                               |
|---------------------|-------------------------|-------------------------------|
| Department/Division | Business Administration | Office of the Public Defender |
| Name/Title          | Andrew C. Abrams        | Chief Public Defender         |
| Phone/email         | (201) 209-6761          |                               |

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

**Contract Purpose**

The Supreme Court of New Jersey extended the right to assign counsel to represent indigent defendants in municipal court proceedings. The State Legislature enacted the Municipal Public Defenders Act requiring the appointment of a Chief Municipal Public Defender and Municipal Public Defenders by each municipal government in the State. The City of Jersey City established a Public Defender program by executing agreements with private attorneys.

**Cost (Identify all sources and amounts)**

\$300,000 per year  
Acct. No.: 15-01-201-43-495-312

**Contract term (include all proposed renewals)**

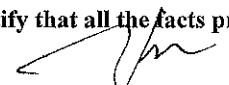
One year.

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

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

8/6/15  
\_\_\_\_\_  
Date



**Re: Jersey City Public Defender Program**

Dear :

You have been approved as a participating attorney in the City of Jersey City Municipal Court Public Defender Program. Prior to commencing work, it will be necessary for you to agree to the terms and conditions set forth in this agreement.

You will represent indigent individuals on a rotating basis in Jersey City Municipal Court for a period not to exceed one year commencing on January 1, 2015 and ending December 31, 2015. The number of sessions you will be required to cover will be flexible. You shall be compensated in the sum of \$200 per session, with an additional \$75 per session paid in those cases where a trial extends beyond one session.

In a case where more than one defendant is eligible for a public defender, you will be required to represent one of the co-defendants for the sum of \$75. You will prosecute an appeal to its conclusion of any case tried by you for a fee of \$75.

The services under this agreement shall be performed exclusively by you, not by any other member of your firm. The Corporation Counsel reserves the right to terminate this agreement at any time for any reason whatsoever. Upon termination, you shall be paid for services due up to the date of termination. Thereafter, this agreement shall be null and void with no further rights or obligations emanating therefrom.

You will submit herewith a copy of the name and address of your professional services liability insurer. You will prepare notices suitable for filing with the Clerk of the Superior Court stating the defense costs for each person you represented. You will be required to submit a monthly affidavit of services specifying the sessions attended.

You will not receive compensation until the affidavit of services and notice regarding defense costs have been submitted to the Municipal Court Administrator's Office.

If the foregoing meets with your approval, kindly indicate your consent to this agreement by signing your name in the space provided. Return the signed original of this agreement to me promptly thereafter. Retain the enclosed copy for your files. It is imperative that a signed agreement be returned to this office. Under no circumstances shall any fees be paid unless an executed agreement is on file.

You will be contacted by the Municipal Court Administrator upon receipt of this agreement within the next week to ten days.

Very truly yours,

JEREMY FARRELL  
CORPORATION COUNSEL

I hereby agree to the terms and conditions of the within Agreement.

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

Signature

Please print or type name here

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

City Clerk File No. Res. 15.346

Agenda No. 10.Z.19

Approved: MAY 13 2015

TITLE:



RESOLUTION AUTHORIZING THE SETTLEMENT OF 20 RIVER COURT WEST URBAN RENEWAL COMPANY V. CITY OF JERSEY CITY, DOCKET NO. HUD-L-6019-13, NEWPORT HOTEL ONE URBAN RENEWAL LIMITED LIABILITY COMPANY V. CITY OF JERSEY CITY, DOCKET NO. HUD-L-5248-13, AND TOWER AMERICA URBAN RENEWAL COMPANY V. CITY OF JERSEY CITY, DOCKET NO. HUD-L-5265-13; AND CLARIFYING THE FINANCIAL AGREEMENTS BETWEEN THE CITY OF JERSEY CITY AND 25 RIVER DRIVE SOUTH URBAN RENEWAL COMPANY, 30 RIVER COURT EAST URBAN RENEWAL COMPANY, H.P. LINCOLN URBAN RENEWAL COMPANY, H.P. ROOSEVELT URBAN RENEWAL COMPANY, LLC, N.O.C. III URBAN RENEWAL LIMITED LIABILITY COMPANY, N.O.C. IV URBAN RENEWAL COMPANY, LLC, N.O.C. VI URBAN RENEWAL COMPANY, LLC, N.O.C. VII URBAN RENEWAL COMPANY, LLC, AND HOTEL AT NEWPORT URBAN RENEWAL, LLC

COUNCIL offered and moved adoption of the following Resolution:

**WHEREAS**, the respective Urban Renewal Entities affiliated with of each of the above properties are parties to Financial Agreements with the City of Jersey, subject to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et seq.; and

**WHEREAS**, the Tax Collector of the City of Jersey City sent bills based on certain provisions of those Financial Agreements to Tower America Urban Renewal Company, Newport Hotel One Urban Renewal, LLC. and 20 River Court West Urban Renewal Company, in the aggregate amount of \$4,204,084.43, which the respective Urban Renewal Entities paid under protest; and

**WHEREAS**, Tower America Urban Renewal Company, Newport Hotel One Urban Renewal, LLC, and 20 River Court West Urban Renewal, LLC, filed lawsuits contesting those payments in the Superior Court of New Jersey, Law Division, Hudson County, bearing Docket Nos. HUD-L-5265-13, HUD-L-5248-13 and HUD-L-6019-13, respectively; and

**WHEREAS**, in pursuit of a resolution of this litigation, the Corporation Counsel has engaged in negotiations involving the properties in litigation, as well as the properties affiliated with 25 River Drive South Urban Renewal Company, 30 River Court East Urban Renewal Company, H.P. Lincoln Urban Renewal Company, H.P. Roosevelt Urban Renewal Company, LLC, N.O.C. III Urban Renewal, LLC, N.O.C. IV Urban Renewal Company, LLC, N.O.C. VI Urban Renewal Company, LLC, N.O.C. VII Urban Renewal Company, LLC, and Hotel at Newport Urban Renewal, LLC; and

**WHEREAS**, as a result of these negotiations, the parties have agreed to the following:

1. The City of Jersey City will keep the \$4,204,084.43, which had been paid under protest by the Urban Renewal Entities affiliated with the three properties in litigation; and

City Clerk File No. Res. 15.346

Agenda No. 10.7.19

TITLE: MAY 13 2015

RESOLUTION AUTHORIZING THE SETTLEMENT OF 20 RIVER COURT WEST URBAN RENEWAL COMPANY V. CITY OF JERSEY CITY, DOCKET NO. HUD-L-6019-13, NEWPORT HOTEL ONE URBAN RENEWAL LIMITED LIABILITY COMPANY V. CITY OF JERSEY CITY, DOCKET NO. HUD-L-5248-13, AND TOWER AMERICA URBAN RENEWAL COMPANY V. CITY OF JERSEY CITY, DOCKET NO. HUD-L-5265-13; AND CLARIFYING THE FINANCIAL AGREEMENTS BETWEEN THE CITY OF JERSEY CITY AND 25 RIVER DRIVE SOUTH URBAN RENEWAL COMPANY, 30 RIVER COURT EAST URBAN RENEWAL COMPANY, H.P. LINCOLN URBAN RENEWAL COMPANY, H.P. ROOSEVELT URBAN RENEWAL COMPANY, LLC, N.O.C. III URBAN RENEWAL LIMITED LIABILITY COMPANY, N.O.C. IV URBAN RENEWAL COMPANY, LLC, N.O.C. VI URBAN RENEWAL COMPANY, LLC, N.O.C. VII URBAN RENEWAL COMPANY, LLC, AND HOTEL AT NEWPORT URBAN RENEWAL, LLC

- 2. The City of Jersey City acknowledges that the Long Term Tax Exemption Law provides for the corporate structures as outlined in the respective Applications and Financial Agreements of all of the subject properties; and
- 3. The Urban Renewal Entities affiliated with the subject properties agree to calculate their Excess Net Profits on an annual rather than a cumulative basis; and
- 4. The Urban Renewal Entities affiliated with the subject properties agree, to provide information concerning the details of their respective income and expenses; and

**WHEREAS**, further details of the results of the negotiations are outlined in the attached proposed Settlement and Release Agreement; and

**WHEREAS**, the Corporation Counsel has recommended both settlement of the above-referenced litigation and approval of the clarification of the respective Financial Agreements, as outlined in the proposed Settlement and Release Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the proposed Settlement and Release Agreement be authorized and approved.

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

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

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

\_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE SETTLEMENT OF 20 RIVER COURT WEST URBAN RENEWAL V. CITY OF JERSEY CITY, DOCKET NO. HUD-L-6019-13, NEWPORT HOTEL ONE URBAN RENEWAL V. CITY OF JERSEY CITY, DOCKET NO. HUD-L-5248-13, AND TOWER AMERICA URBAN RENEWAL V. CITY OF JERSEY CITY, DOCKET NO. HUD-L-5265-13; AND CLARIFYING THE FINANCIAL AGREEMENTS BETWEEN THE CITY OF JERSEY CITY AND 25 RIVER DRIVE SOUTH URBAN RENEWAL COMPANY, 30 RIVER COURT EAST URBAN RENEWAL COMPANY, H.P. LINCOLN URBAN RENEWAL COMPANY, H.P. ROOSEVELT URBAN RENEWAL COMPANY, N.O.C. III URBAN RENEWAL LIMITED LIABILITY COMPANY, N.O.C. IV URBAN RENEWAL COMPANY, N.O.C. VI URBAN RENEWAL COMPANY, N.O.C. VII URBAN RENEWAL COMPANY, AND HOTEL AT NEWPORT URBAN RENEWAL

**Initiator**

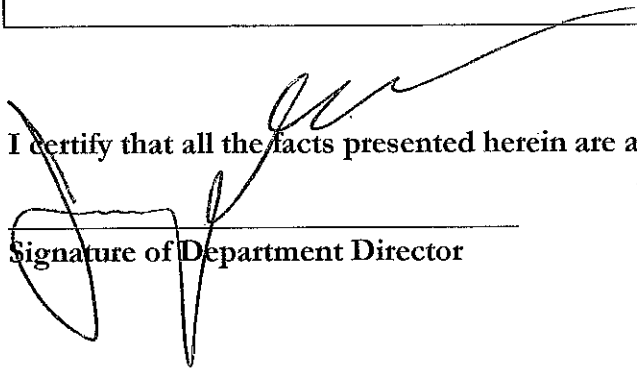
|                     |                |                     |
|---------------------|----------------|---------------------|
| Department/Division | Law            | Law                 |
| Name/Title          | Jeremy Farrell | Corporation Counsel |
| Phone/email         | (201)547-4667  | JFarrell@jcnj.org   |

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

**Resolution Purpose**

The approval of a Settlement and Release Agreement that would settle three cases involving properties subject to Financial Agreements under the Long Term Tax Exemption Law and clarify some of the terms of the Financial Agreements in order not only to resolve the litigation but also to avoid potential future litigation from other Urban Renewal Entities established under the same parent company.

I certify that all the facts presented herein are accurate.

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

\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

## CITY OF JERSEY CITY DEPARTMENT OF LAW

CITY HALL • 280 GROVE STREET • JERSEY CITY, NJ 07302  
PHONE (201) 547-5229 • FAX (201) 547-5230



JEREMY FARRELL  
CORPORATION COUNSEL

May 6, 2015

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

**Re: 20 River Court West Urban Renewal Company v. City of Jersey City,  
Docket No. HUD-L-6019-13; Tower America Urban Renewal Company v.  
City of Jersey City, Docket No. HUD-L-5265-13; and Newport Hotel One  
Urban Renewal Limited Liability Company v. City of Jersey City, Docket No.  
HUD-L-5248-13**

Dear President and Members of the Municipal Council:

The plaintiffs in the above matters are Urban Renewal Entities, each a party to a Financial Agreement with the City, pursuant to the terms of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et seq.. As part of her review of the tax-abated properties, the Tax Collector discovered that certain payments which she determined would be due under the terms of those agreements had not been made by the plaintiffs. She sent each of them a bill, each of which was paid under protest. The aggregate amount of the payments was \$4,204,084.43. The plaintiffs then filed suit in the Superior Court of New Jersey contesting those payments, in addition to other methods of calculation that the Tax Collector requested.

After a prolonged period of discovery and several motions, the plaintiffs and the City entered into negotiations to resolve not only the matters in litigation but also the concerns of the other Urban Renewal Entities affiliated with the LeFrak Organization (i.e. 25 River Drive South Urban Renewal Company, 30 River Court East Urban Renewal Company, H.P. Lincoln Urban Renewal Company, H.P. Roosevelt Urban Renewal Company, LLC, N.O.C. III Urban Renewal Limited Liability Company, N.O.C. IV Urban Renewal Company, LLC, N.O.C. VI Urban Renewal Company, LLC, N.O.C. VII Urban Renewal Company, LLC, and Hotel At Newport Urban Renewal, LLC). Among others, these concerns included the percentage to be used to calculate the Urban Renewal Entities' allowable profit rate, the method by which to calculate Urban Renewal Entities' Excess Net Profits (on a cumulative or annual basis), the types of expenses the Urban Renewal Entities would be allowed to claim, and the effect of the corporate structure of the projects on the revenue and expenses included in the calculation of Excess Net Profits owed to the City..

The results of these negotiations are contained in the proposed Settlement and Release Agreement attached to the Resolution. In short, the parties agreed that the City would keep the money that had been paid under protest, the allowable net profit rate would remain as stated in the respective Financial Agreements, the calculation of the Excess Net Profits would be done on an annual rather than a cumulative basis, and the calculation would be based on the income coming directly to the Urban Renewal Entity, and not to any other entity that is part of the corporate structure of several of the projects. The nature of the corporate structure of all of the projects was disclosed to the City at the time the various Urban Renewal Entities filed their respective Applications for their tax abatements.

Based upon the benefit to the City in retaining the money already billed and the clarification of the methods of calculation and effect of the various corporate structures, the settlement is fair and reasonable. I would recommend that the Council approve it.

Very truly yours,



**JEREMY FARRELL**  
**CORPORATION COUNSEL**

MAM/mw

## SETTLEMENT AND RELEASE AGREEMENT

**THIS SETTLEMENT AND RELEASE AGREEMENT** (the "Settlement Agreement") is entered into and effective on the [x] day of May, 2015 (the "Effective Date"), by and among 20 River Court West Urban Renewal Company, 25 River Drive South Urban Renewal Company, 30 River Court East Urban Renewal Company, H.P. Lincoln Urban Renewal Company, H.P. Roosevelt Urban Renewal Company, LLC, Tower America Urban Renewal Company, N.O.C. III Urban Renewal Limited Liability Company, N.O.C. IV Urban Renewal Company, LLC, N.O.C. VI Urban Renewal Company, LLC, N.O.C. VII Urban Renewal Company, LLC, Newport Hotel One Urban Renewal Limited Liability Company, Hotel At Newport Urban Renewal, LLC (collectively, the "LeFrak UREs") on the one hand, and The City of Jersey City ("Jersey City") on the other hand (Jersey City and the LeFrak UREs are referred to individually as a "Party", and collectively, as the "Parties").

**WHEREAS**, each of the LeFrak UREs is a party to a certain Financial Agreement (a "Financial Agreement") entered into with Jersey City pursuant to the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et. seq. (the "LTTE Law") with respect to the property ("Property"), identified in Exhibit A annexed hereto (all capitalized terms used but not defined in this Settlement Agreement have the respective meanings set forth in the respective Financial Agreements); and

**WHEREAS**, the Parties have been engaged in an ongoing dispute over the proper interpretation and application of certain terms of the Financial Agreements; and

**WHEREAS**, certain of the LeFrak UREs have asserted claims against Jersey City in the litigations *20 River Court West Urban Renewal Company v. Jersey City*, No. HUD-L-6019-13, *Newport Hotel One Urban Renewal Limited Liability Company v. Jersey City*, No. HUD-L-5248-13, and *Tower America Urban Renewal Company v. Jersey City*, No. HUD-L-5265-13, pending in the Superior Court of the State of New Jersey, Hudson County (the "Litigations"), arising out of payments those LeFrak UREs made to Jersey City under protest; and

**WHEREAS**, 30 River Court East Urban Renewal Company has also paid amounts under protest in connection with the Property located at 30 River Court, Jersey City, New Jersey; and

**WHEREAS**, the Parties have made certain other allegations, orally and in writing, concerning the interpretation of certain provisions of the Financial Agreements that, unless resolved, could result in additional claims and litigations between the Parties; and

**WHEREAS**, the Parties desire to settle and resolve, fully and finally, all claims between them arising out of or relating to the Litigations and the Financial Agreements, and to establish certain mutual understandings as to the future interpretation of certain provisions of the Financial Agreements, without any admissions of liability, fault, or wrongdoing; and

**WHEREAS**, this Settlement Agreement has been approved by the Jersey City Municipal Council by Ordinance Number \_\_\_\_\_, adopted \_\_\_\_\_,



**NOW THEREFORE**, in consideration of the foregoing and of the material covenants and agreements of the Parties contained herein, the receipt and sufficiency of which is acknowledged by the undersigned, it is hereby agreed by and between the Parties as follows:

1. **Settlement Steps.** Following the execution of this Settlement Agreement:
  - 1.1 **Effective Date.** This Settlement Agreement shall become effective as of the date on which all Parties shall have executed and delivered the Settlement Agreement.
  - 1.2 **Consolidation And Amendment Of The Litigations.** Jersey City will cooperate with the LeFrak UREs, and will not oppose any efforts made by the LeFrak UREs, to consolidate the Litigations, add all of the LeFrak UREs as parties to the consolidated action, and amend the pleadings in the consolidated action to reflect the addition of those parties and their claims.
  - 1.3 **So-Ordered Stipulation.** The LeFrak UREs and Jersey City shall seek to have this Agreement so-ordered as a Stipulation of Settlement and Dismissal or a Consent Order in the Litigations or in the consolidated action, to the extent the efforts described in Paragraph 1.2 are successful. The Parties shall cooperate to cause such Stipulation or Consent Order to be so-ordered as to all of the Properties and Financial Agreements listed in Exhibit A attached hereto, including, without limitation, by cooperating in the filing of actions with respect to each property or in efforts to consolidate the Litigations and amend the pleadings as described in Paragraph 1.2.
2. **No Admission of Liability.** This Settlement Agreement is entered into in the interest of avoiding the expenses and uncertainties of litigation. Neither this Settlement Agreement, nor any of its terms and provisions, shall be deemed an admission or concession of any liability, fault or wrongdoing.
3. **Settlement Payments.** Jersey City shall keep all amounts that the LeFrak UREs have paid to date under protest. This includes amounts presently in litigation in *20 River Court West Urban Renewal Company v. Jersey City*, No. HUD-L-6019-13, *Newport Hotel One Urban Renewal Limited Liability Company v. Jersey City*, No. HUD-L-5248-13, and *Tower America Urban Renewal Company v. Jersey City*, No. HUD-L-5265-13, as well as amounts paid under protest in connection with 30 River Court East. The total amount paid under protest, and which Jersey City shall keep, is \$4,204,084.43
4. **Entity Structure; Future Interpretation.** Jersey City agrees that, for all periods during the respective terms of the Financial Agreements, the calculation of Annual Service Charges and Excess Net Profits for each Property utilizing an Urban Renewal Entity lease structure, as identified in Exhibit A attached hereto, shall be based only on the Total Project Cost (with respect to the Annual Service Charges) and revenues and expenses (with respect to the Excess Net Profits) of the respective LeFrak URE, and not project costs or revenues and expenses of any other entities which own or lease interests in the respective Property. Jersey City acknowledges that each of the LeFrak UREs has made

all necessary disclosures concerning the ownership and lease structure of each respective Property prior to the execution of each respective Financial Agreement. The Parties will rely on Section 40A:20-22 of the LTTE Law (the "2003 LTTE Amendment") which ratifies and validates the structure and method used to calculate excess profit and annual service charges, as well as existing URE entity structures, including affiliated entities. In support of the foregoing, each of the LeFrak UREs hereby represents and warrants to Jersey City, with respect to its Financial Agreement and Property, that the Urban Renewal Entity structure and the lease arrangements under the Urban Renewal Entity leases have not changed in any material respect, without approval of the Jersey City Municipal Council, since the date of its Application, other than (x) changes made from time to time in the beneficial ownership of the various Urban Renewal Entity and other Property entities, (y) non-material changes to the Leases which do not affect the "structure and methods used to calculate excess profits and annual service charges," within the meaning of N.J.S.A. 40A:20-22, and (z) changes in the ordinary course of business (e.g., refinancing indebtedness) which do not affect the "structure and methods used to calculate excess profits and annual service charges", within the meaning of N.J.S.A. 40A:20-22. Each LeFrak URE has provided to Jersey City copies of all leases among itself and its affiliated entities, which set forth the rents and other financial arrangements between the respective LeFrak URE and its affiliated entities.

5. **Annual vs. Cumulative Calculation.** Each LeFrak URE agrees to calculate and pay Excess Net Profits using an annual calculation (i.e., a calculation that determines Excess Net Profits for each calendar year throughout the Term, calculated solely with respect to the calendar year in question), provided that:
  - 5.1 **Allowable Profit Rate.** Pursuant to Section 1.2(i) of each Financial Agreement, for those Properties for which the effective date of the Financial Agreement is prior to the effective date of the 2003 LTTE Amendment, as identified in Exhibit A, the Allowable Profit Rate shall be calculated as the sum of 1.25% plus the percentage rate of the initial permanent mortgage (such sum, the "Pre-2003 Allowable Interest Rate"). The allowable Net Profits for the Entity for each calendar year shall be the Pre-2003 Allowable Interest Rate multiplied by the Total Project Cost. For Properties for which the effective date of the Financial Agreement is on or after the effective date of the 2003 LTTE Amendment, as identified in Exhibit A, the Allowable Profit Rate shall be the greater of the Pre-2003 Allowable Interest Rate or 12% (such greater amount, the "Post-2003 Allowable Interest Rate"), and the allowable Net Profits for the Entity for each calendar year shall be the Post-2003 Allowable Interest Rate multiplied by the Total Project Cost.
  - 5.2 **Most Favored Nations.** To the extent a New Jersey court, in a final and irrevocable judicial order, subsequently determines (or Jersey City subsequently agrees in writing with respect to a third party) that (x) the appropriate method of calculating Excess Net Profits is to use a cumulative, rather than an annual, method (i.e., a calculation that determines Excess Net Profits for the sum of the calendar years from the effective date of the Financial Agreement through the end of the calendar year for which the calculation is being made, calculated on an

aggregate basis), or (y) the Post-2003 Allowable Interest Rate is applicable to properties for which the effective date of the Financial Agreement for such property is prior to the effective date of the 2003 LTTE Amendment, then, in either such case, the LeFrak UREs will subsequently be entitled to use such determinations or agreements with respect to the interpretation of the Financial Agreements for the Properties for all periods following the date of such court ruling and/or agreement. Notwithstanding the foregoing, such court ruling and/or written agreement will not be used by the LeFrak UREs to seek a refund or recalculation of any Excess Net Profits paid or due for any period prior to such court ruling and/or agreement (with partial years prorated).

6. **Hotel Occupancy Tax and Other Pass-along Payments.** The LeFrak UREs will not include receipts in, or deduct payments of, the Hotel Occupancy Tax or, except to the extent required by law, any other pass-along fees imposed upon and/or paid by third parties, as part of the LeFrak UREs' future calculations of Excess Net Profits and/or Excess Hotel Revenue for the hospitality Properties (as identified on Exhibit A).
7. **Tower America CPI Increase.** Jersey City will withdraw and cancel the \$1,707,384 invoice dated September 11, 2014, delivered to the Tower America Urban Renewal Company, for purported CPI annual increases to the Minimum Annual Service Charge.
8. **Reserves.** In consideration for the annual calculation of Excess Net Profits pursuant to Paragraph 5 hereof, Jersey City agrees that for both the South Hampton (20 River Court) and East Hampton (30 River Court) Properties (each a "Reserve Property") the reserves shall be set to \$0, for all purposes of the respective Financial Agreements, and shall begin recalculating as of the date of this Settlement Agreement. No additional Excess Net Profits payments shall be due as a result of this recalculation of reserves. The provisions of this Paragraph 8 shall be void with respect to any Reserve Property which is sold, and/or all or substantially all of the ownership interests therein transferred, to a third party by the respective LeFrak URE within two (2) years following the effective date of this Settlement Agreement. In the event of such a sale and/or transfer of a Reserve Property to a third party, the transferring LeFrak URE shall upon such transfer pay to Jersey City the amount of the reserves that would otherwise have been established as the Excess Net Profits calculations for such Reserve Property for the calendar year prior to the effective date of this Settlement Agreement.
9. **Reporting.** Pursuant to the Financial Agreements and to N.J.S.A. 40A:20-9(e), at Jersey City's request, the respective LeFrak UREs shall provide a breakdown of any income or expense amount claimed in its annual Auditor's Report, including the source of the income, the specific calculation of funds received from related entities (e.g., NOC III's 10% of project revenue in excess of \$17,500,000) and the name of the entity to which payment for a claimed expense was made. The respective LeFrak UREs also agree to provide information substantiating the appropriateness of the allocation of expenses to the LeFrak UREs in cases where expenses are allocated among the LeFrak UREs and related entities or paid by an unrelated third party on behalf of the LeFrak UREs, and the allocated share or payment by an unrelated third party is claimed as an expense by the respective LeFrak URE in its annual Auditor's Report.

10. **Protection of Tax Rights.** Notwithstanding the Settlement Agreement, the LeFrak UREs will retain all rights to surrender voluntarily any Financial Agreement at any time by providing Jersey City with the notice required in the respective Financial Agreements.
11. **Successors and Assigns.** The rights and obligations under this Settlement Agreement shall run with the Financial Agreements, and shall be binding upon and inure to the benefit of the Parties hereto, and any party assuming a Financial Agreement pursuant to the terms thereof.
12. **Release of Claims.** Each of the LeFrak UREs, on behalf of itself and its officers, directors, trustees, principals, employees, affiliates, successors and assigns, and direct and/or indirect owners, and each of them (collectively, the "LeFrak URE Parties"), unconditionally remise, release and forever discharge Jersey City, and its officials, officers, employees, municipal affiliates, successors and assigns, (collectively, the "Jersey City Parties"), and Jersey City Parties, and each of them, unconditionally remise, release and forever discharge the LeFrak URE Parties, and each of them, in each case, of and from all manner of actions, obligations, causes of action, suits, debts, taxes, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, guaranties, claims, counterclaims and demands whatsoever, in law, in admiralty or in equity, whether known or unknown, asserted or unasserted, suspected or unsuspected, choate or inchoate, which against the other of them the LeFrak URE Parties (or any of them) or the Jersey City Parties (or any of them), as the case may be, ever had, now has or can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to date of these presents, to the extent arising from the Financial Agreements, except to the extent expressly excluded in this Settlement Agreement and Release. There is expressly excluded from this mutual release and the operation hereof the following matters (collectively, "Excluded Claims"): (x) all obligations of the LeFrak UREs and Jersey City set forth in in this Settlement Agreement to be performed or observed on or following the effective date of this Settlement Agreement, (y) all rights and obligations of the LeFrak UREs and Jersey City set forth in in the Financial Agreements, as interpreted in accordance with this Settlement Agreement, in respect of calendar year [2014] and subsequent calendar years, and (z) all other matters related to the Properties, other than matters arising from the Financial Agreements.
13. **Miscellaneous.**
  - 13.1 This Settlement Agreement, together with the Consent Order attached hereto as Exhibit B and the Financial Agreements, shall constitute the entire agreement between the Parties as it relates to the subject matter herein, and supersedes all prior agreements, negotiations, representations, promises or warranties (oral or otherwise) made between or among the Parties with respect to the subject matter hereof. No Party has entered into this Settlement Agreement in reliance on any other Party's representations, statements, promises or warranties (oral or otherwise) except for those that are expressly set forth in this Settlement

Agreement. This Settlement Agreement may not be modified or amended, except by an instrument in writing signed by the Parties.

- 13.2 The Parties have reviewed this Settlement Agreement, have had the opportunity to discuss it with their counsel, and are fully knowledgeable about its terms and conditions. Each Party has received legal advice from its counsel with respect to the advisability of making the settlement and release provided for and with respect to the advisability of executing this Settlement Agreement.
- 13.3 The Settlement Agreement was negotiated by the Parties' respective counsel. The Parties therefore agree that this Settlement Agreement shall be construed without regard to the authorship of the language and without any presumption or rule of construction in favor of either of them.
- 13.4 This Settlement Agreement shall be interpreted under and governed by the substantive laws of the State of New Jersey without regard to its principles or rules concerning choice of law or conflicts of law.
- 13.5 This Settlement Agreement and its contents shall not be admissible as evidence in any litigation except to enforce the terms expressed herein.
- 13.6 The Parties agree that any legal action brought to interpret or enforce any terms of this Settlement Agreement shall be brought in the Superior Court of the State of New Jersey, Hudson County.
- 13.7 The Settlement Agreement may be executed in a number of counterparts, including by facsimile and electronic mail, each of which when so executed and delivered shall constitute an original, but such counterparts together shall constitute one and the same Settlement Agreement. The signatures to this Settlement Agreement may be evidenced by facsimile or PDF copies reflecting the signatories hereto, and any such facsimile or PDF copy shall be sufficient evidence of each signature as if it were an original signature.
- 13.8 The Parties acknowledge that the purpose of this Settlement Agreement is to dismiss litigations and release claims and to establish a common understanding of the interpretation of certain provisions of the Financial Agreements. In the event that any provision or portion of this Settlement Agreement is found to be void or invalid for any reasons, the Parties will continue to interpret this Settlement Agreement to accomplish the purposes and intents of the Parties expressed herein.
- 13.9 The Parties shall each bear their own costs, attorneys' fees, and any other fees incurred in or arising out of the Litigations and the negotiation and making of this Settlement Agreement.

*[remainder of page intentionally left blank]*

[ATTACH SIGNATURE PAGES AND ACKNOWLEDGEMENTS FOR JERSEY CITY, ALL  
LEFRAK URES]

**EXHIBIT A**

| <b>URE</b>                                               | <b>Property Type</b>                 | <b>Property Address</b>                     | <b>Financial Agreement</b>                                                                           |
|----------------------------------------------------------|--------------------------------------|---------------------------------------------|------------------------------------------------------------------------------------------------------|
| 20 River Court West Urban Renewal Company (Southampton)  | Residential                          | 20 River Court<br>Jersey City, NJ           | Signed June 8, 1999,<br>between URE & Jersey City.                                                   |
| 25 River Drive South Urban Renewal Company (Pacific)     | Residential                          | 25 River Drive South<br>Jersey City, NJ     | Signed May 4, 2000,<br>between URE & Jersey City.<br>Amended Apr. 4, 2002.                           |
| 30 River Court East Urban Renewal Company (East Hampton) | Residential                          | 30 River Court<br>Jersey City, NJ           | Signed Oct. 9, 1997,<br>between URE & Jersey City.<br>Replaced Sept. 9, 1998.                        |
| H.P. Lincoln Urban Renewal Company                       | Residential                          | 204 10th Street<br>Jersey City, NJ          | Signed Sept. 10, 1994,<br>between URE & Jersey City.                                                 |
| H.P. Roosevelt Urban Renewal Company, LLC                | Residential                          | 180 10th Street<br>Jersey City, NJ          | Signed June 3, 2004,<br>between URE & Jersey City.                                                   |
| Tower America Urban Renewal Company (Riverside)          | Residential                          | 1 River Court<br>Jersey City, NJ            | Signed May 26, 1989,<br>between URE & Jersey City.<br>Amended Aug. 3, 1995.<br>Amended Feb. 6, 1997. |
| N.O.C. III Urban Renewal Limited Liability Company       | Commercial<br>(URE Entity Structure) | 499 Washington Boulevard<br>Jersey City, NJ | Signed May 22, 1998,<br>between URE & Jersey City.                                                   |

|                                                                     |                                       |                                             |                                                                            |
|---------------------------------------------------------------------|---------------------------------------|---------------------------------------------|----------------------------------------------------------------------------|
| N.O.C. IV Urban Renewal Company, LLC                                | Commercial<br>(URE Entity Structure)  | 545 Washington Boulevard<br>Jersey City, NJ | Signed July 1, 1999,<br>between URE & Jersey City.<br>Amended May 31, 2000 |
| N.O.C. VI Urban Renewal Company, LLC                                | Commercial<br>(URE Entity Structure)  | 570 Washington Boulevard<br>Jersey City, NJ | Signed Aug. 10, 2000,<br>between URE & Jersey City.                        |
| N.O.C. VII Urban Renewal Company, LLC                               | Commercial<br>(URE Entity Structure)  | 480 Washington Boulevard<br>Jersey City, NJ | Signed July 20, 2000,<br>between URE & Jersey City.                        |
| Newport Hotel One Urban Renewal Limited Liability Company (Marriot) | Hospitality<br>(URE Entity Structure) | 540 Washington Boulevard<br>Jersey City, NJ | Signed Apr. 1, 1999,<br>between URE & Jersey City.                         |
| Hotel At Newport Urban Renewal, LLC (Westin)                        | Hospitality<br>(URE Entity Structure) | 479 Washington Boulevard<br>Jersey City, NJ | Signed Mar. 21, 2001,<br>between URE & Jersey City.                        |



EXHIBIT B

[ATTACH FORM OF CONSENT ORDER]

**RESOLUTION AUTHORIZING SETTLEMENT OF THE  
LAW SUIT OF GRACE SMYKOWSKI, ET AL. V. CITY OF  
JERSEY CITY, ET AL.**

**COUNCIL**

offered and moved

adoption of the following Resolution:

**WHEREAS**, on October 22, 2011, Grace Smykowski was lawfully on property owned and maintained by the City of Jersey City; and

**WHEREAS**, Grace Smykowski fell and was injured as a result of a condition then existing on the aforesaid property; and

**WHEREAS**, Grace Smykowski and her husband Thomas Smykowski filed a law suit in the Superior Court of New Jersey, Law Division, Hudson County bearing Docket No. HUD-L-3891-12; and

**WHEREAS**, Corporation Counsel has recommended settlement of this lawsuit in the amount of \$145,000.00 because of the litigation risk involved; and

**WHEREAS**, the plaintiffs have agreed to this settlement and will sign all required releases and will dismiss the lawsuit with prejudice and will satisfy all liens out of the settlement proceeds; and

**WHEREAS**, the necessary funds for the settlement are available in the City of Jersey City Insurance Fund Commission account.

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

1. The Corporation Counsel be and is hereby authorized to settle this lawsuit for \$145,000.00 and to sign and file all necessary paperwork to conclude the settlement; and
2. The Jersey City Insurance Commission Fund be and is hereby authorized to issue a check in the amount of \$145,000.00 payable to the plaintiffs and their attorneys.

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

City Clerk File No. Res. 15.347

Agenda No. 10.Z.20

Approved: MAY 13 2015

TITLE:



## **RESOLUTION AUTHORIZING THE ADOPTION OF THE HUDSON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AS THE OFFICIAL PLAN OF THE CITY OF JERSEY CITY**

**WHEREAS** the City of Jersey City NJ, has experienced natural hazards that result in public safety hazards and damage to private and public property;

**WHEREAS** the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk;

**WHEREAS** the New Jersey Office of Emergency Management is providing federal mitigation funds to support development of the mitigation plan;

**WHEREAS** a *Hazard Mitigation Plan* has been developed by the Mitigation Planning Committee;

**WHEREAS** the *Hazard Mitigation Plan* includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

**WHEREAS** the draft plan was provided to each participating jurisdiction and was posted on the County Office of Emergency Management's website so as to introduce the planning concept and to solicit questions and comments; and to present the Plan and request comments, as required by law, and

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

1. The Hudson County Multi-Jurisdictional *Hazard Mitigation Plan*, as submitted to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency on April 2, 2015 by the Hudson County Office of Emergency Management is hereby adopted as an official plan of the City of Jersey City minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.
2. The municipal departments identified in the Plan are hereby directed to pursue implementation of the recommended high priority activities that are assigned to their departments.

City Clerk File No. Res. 15.347

Agenda No. 10.Z.20

TITLE: MAY 13 2015

**RESOLUTION AUTHORIZING THE ADOPTION OF THE HUDSON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AS THE OFFICIAL PLAN OF THE CITY OF JERSEY CITY**

- 3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the City of Jersey City, and this resolution shall not be interpreted so as to mandate any such appropriations.
- 4. The Director of Emergency Management & Homeland Security is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the Hudson County Office of Emergency Management. The status reports shall be submitted on a yearly basis by a predetermined date as agreed upon by all stakeholders.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE ADOPTION OF THE HUDSON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AS THE OFFICIAL PLAN OF THE CITY OF JERSEY CITY

**Initiator**

|                     |                                |                     |
|---------------------|--------------------------------|---------------------|
| Department/Division | Office of Emergency Management | & Homeland Security |
| Name/Title          | W. Greg Kierce, Director       |                     |
| Phone/email         | 547-5681/wkierce@njcps.org     | Cell 201 424-8625   |

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 adopt the Hudson County Multi-Jurisdictional Hazard Mitigation Plan as the official plan of the City of Jersey City. The objectives of the Hudson County Hazard Mitigation Planning (HMP) Project are to:

- Provide the public opportunities throughout the plan development and drafting process to provide input.
- Conduct a thorough hazard vulnerability analysis and risk assessment using the most recent disaster data and information.
- Formulate hazard mitigation goals, objectives and actions as they relate to reducing loss of life and property from natural hazards.
- Obtain state and federal approval of the HMP.

I certify that all the facts presented herein are accurate.

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

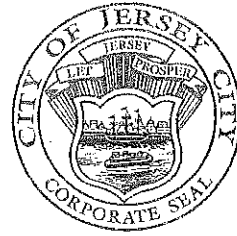
5/4/15  
\_\_\_\_\_  
Date

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

City Clerk File No. Res. 15.348

Agenda No. 10.Z.21

Approved: MAY 13 2015



TITLE:

**A RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION FOR ADVERTISING ON THE NEW SCOREBOARD AND NEW TURF SOCCER FIELD AT THE CAVEN POINT ATHLETIC COMPLEX**

COUNCIL  
MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND

**WHEREAS**, the City of Jersey City and the Jersey City Board of Education entered into a Shared Services Agreement to build a new turf soccer field and scoreboard at the Caven Point Athletic Complex; and

**WHEREAS**, the City wishes to procure a corporate sponsor to fund the construction of the new turf soccer field and scoreboard; and

**WHEREAS**, in exchange for the sponsorship of the new turf soccer field and scoreboard, the prospective sponsor will be permitted to affix the sponsor's corporate logo to the scoreboard and soccer field; and

**WHEREAS**, the award of the contract will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

**WHEREAS**, the City intends to use the competitive contracting process to award this contract; and

**WHEREAS**, N.J.S.A. 11-2(47) defines a "concession" as "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit;" and

**WHEREAS**, N.J.S.A. 40A:11-4.1(j) authorizes the City to use competitive contracting to award contracts to contractors for "concessions"; and

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

**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;
- (2) the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 is authorized for awarding a concession contract to a corporate sponsor to defray the cost of construction of the new turf soccer field and scoreboard at the Caven Point Athletic Complex.

JJH 5/6/2015

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |                |     |     |      | 5.13.15 |  |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|---------|--|
| 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.

\_\_\_\_\_  
Rolafdo R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

MEMORANDUM

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TO: The Honorable Rolando R. Lavavrrro, Jr.  
and the members of the Municipal Council

FROM: John J. Hallanan III, Assistant Corporation Counsel

DATE: May 6, 2015

**SUBJECT: Concession for advertising on the new scoreboard and  
new turf field of the Cave Point Soccer Field.**

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The City, in conjunction with the Jersey City Board of Education have entered into an agreement to build a new turf field and scoreboard at the Caven Point Atheletic Complex. The City will prepare a Request for Proposals ("RFP") under the Competitive Contracting Law, N.J.S.A. 40A:11-1 et seq. to award a concession contract to a corporate sponsor for who shall defray the cost of construction of the new turf soccer field and scoreboard at the Caven Point Athletic Complex. In exchange for paying for the construction of the aforementioned soccer field and scoreboard, the sponsor will be permitted to affix the sponsor's corportate logo on the field and scoreboard.

N.J.S.A. 40A:11-4.1(j) authorizes the use of competitive contracting to award a concession contract. N.J.S.A.40A:11-2(37) defines a concession as "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit." Due to the fact that the City intends for the sponsor to defray the construction costs of this project in exchange for advertsing, the City intends to award the contract as a

concession.

The Competitive Contracting Law requires the City to publicly solicit proposals for the provision of the above referenced carnival amusements and rides. Furthermore, pursuant to N.J.A.C. 5:34-9.4(d)(2), prior to commencing the procurement of any concession, the City Council must "[p]ass a resolution authorizing the procurement of a concession." In addition, N.J.A.C. 5:34-9.1(d)(1) requires that, prior to commencing the procurement of any concession, the City Council must "[o]btain from legal counsel an opinion of the legality of procuring the concession."

Based upon the review of the statutes and regulations governing concession contracts, it is the Law Department's opinion that a contract to provide advertising space on the Caven Point soccer field and scoreboard in exchange for the price of constructing the soccer field and scoreboard satisfies the definition of a concession.



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

City Clerk File No. Res. 15.349  
 Agenda No. 10.Z.22  
 Approved: MAY 13 2015



TITLE:

## RESOLUTION HONORING ALTON BROWN, JR. FOR DONATING A KIDNEY TO SAVE HIS FATHERS LIFE

**COUNCIL AS A WHOLE**, offered and moved adoption of the following resolution:

**WHEREAS**, Alton Brown is a lifelong resident of Jersey City and is a graduate of P.S. #15; Henry Snyder High School and New Jersey City University; and

**WHEREAS**, raised in a loving home with his parents Alton, Sr. and Susan Brown, Alton is close to his brother, Rickey, and sister, Shante; and

**WHEREAS**, educated and trained as a teacher, Alton is a English teacher at Henry Snyder High School. Appointed in 2011, he has always had a passion for writing and loves interacting with the children from the community where he grew up; and

**WHEREAS**, Alton began teaching Zumba in 2011 at the Mary McLeod Bethune Center and Form Fitness and other area gyms. Alton was successful losing nearly 100 pounds while teaching others to lose weight, build confidence and see the results of their hard work; and

**WHEREAS**, Alton is giving to his community. He participated in the Beacon Christian Academy Thanksgiving Fundraiser and other worthwhile charitable causes; and

**WHEREAS**, a health crisis struck the Brown Family and Alton Brown, Sr. was determined to be in need of a kidney to survive. Without regard for his own health, on December 10, 2014 Alton Brown, Jr. gladly gave one of his kidneys to his father, to show him appreciation for all of the love, support and encouragement his father has shown him; and

**WHEREAS**, Alton Brown, Jr. should be recognized for this generous act of love.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Alton Brown, Jr. for donating a kidney to save his fathers life.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5 13 15 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 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 B. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.350  
 Agenda No. 10.Z.23  
 Approved: MAY 13 2015



TITLE: **RESOLUTION CELEBRATING  
 THE 25<sup>TH</sup> ANNIVERSARY OF THE  
 YORK STREET PROJECT**

**COUNCIL AS A WHOLE**, offered and moved adoption of the following resolution:

**WHEREAS**, the congregation of the Sisters of St. Joseph of Peace founded the York Street Project in 1989. Located on Washington and York Streets in the Paulus Hook section of downtown Jersey City, the project dates back to the work of Mother Frances Clare Cusack who purchased the house at 78 Grand Street in 1885; and

**WHEREAS**, originally established as a residence for immigrant girls where they might find help getting jobs and protection from exploitation and unhealthy living conditions. The mission remains much the same today; and

**WHEREAS**, today, the York Street Project, a non-profit organization receives funding from the state and federal governments, as well as corporations and individuals. The York Street Project runs a number of non-denominational community programs, St. Joseph's Home at 89-91 York Street, The Nurturing Place of 81 York Street, St. Mary's Residence and Kenmore High School. Sister Kristen Funari was the force behind the redesign of these historic buildings into these four institutions; and

**WHEREAS**, every year 300 women and children are served through the York Street Project. The mission to provide housing, education and childhood development with counseling and life skills has helped the economically - disadvantaged for twenty five years; and

**WHEREAS**, the York Street Project has expanded their ministry to include St. Ann's Home for the Aged, Cusack Care Center, St. Joseph's Home for the Blind and Concordia House. These institutions assist the most fragile members of our community; and

**WHEREAS**, on May 7, 2015 the York Street Project will celebrate the 25<sup>th</sup> Anniversary of its founding with a fundraiser at Liberty House Restaurant in Liberty State Park.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby join in celebrating the 25<sup>th</sup> Anniversary of the York Street Project.

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

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

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

\_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 15.351  
 Agenda No. 10.Z.24  
 Approved: MAY 13 2015



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AJM CONTRACTORS INC FOR THE RESURFACING OF VARIOUS STREETS, PROJECT NO. E15-001 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION**

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

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised bids for **The Resurfacing of Various Streets, Project No. E15-001** for the Department of Administration/Division of Architecture, Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Four (4) Bids**, the lowest responsible bid being that from **AJM Contractors Inc, 300 Kuller Road, Clifton NJ 07011**, in the total bid amount of **Seven Millions, Six Hundred Eighty Thousand and Thirty Seven (\$7, 680,037.21) Dollars and Twenty One Cents**; and

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

**WHEREAS**, the sum of **Seven Millions, Six Hundred Eighty Thousand and Thirty Seven (\$7, 680,037.21) Dollars and Twenty One Cents** are available in the 2015 temporary and permanent budget; and

**WHEREAS**, the funds for this purchase are available in **City Capital Acct #04-215-55-945-990, #04-215-55-842-990, #04-215-55-947-990 and #04-215-55-945-991**; and

**Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.**

| Acct. No.         | P.O. # |                          | Amount                |
|-------------------|--------|--------------------------|-----------------------|
| 04-215-55-945-990 | 116904 | Capital Acct             | \$7,100,000.00        |
| 04-215-55-842-990 | 116903 | Capital Acct             | <u>\$270,514.21</u>   |
|                   |        | <b>Bid Total</b>         | <b>\$7,680,037.21</b> |
| 04-215-55-947-990 | 116905 | Contingency              | \$1,000,000.00        |
| 04-215-55-861-990 | 116906 | Contingency              | <u>\$536,007.44</u>   |
|                   |        | <b>Total Encumbrance</b> | <b>\$9,216,044.65</b> |

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

**WHEREAS**, if funds are not available for the contract in the 2015 temporary and permanent budget, the contract will be terminated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **AJM Contractors 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)

City Clerk File No. Res. 15.351

Agenda No. 10.Z.24 MAY 13 2015

**TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AJM CONTRACTORS INC FOR THE RESURFACING OF VARIOUS STREETS PROJECT NO. E15-001 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION**

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

**Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.**

| Acct. No.         | P.O. # |                          | Amount                |
|-------------------|--------|--------------------------|-----------------------|
| 04-215-55-945-990 | 116904 | Capital Acct             | \$7,100,000.00        |
| 04-215-55-842-990 | 116903 | Capital Acct             | \$270,514.21          |
|                   |        | <b>Bid Total</b>         | <b>\$7,680,037.21</b> |
| 04-215-55-947-990 | 116905 | Contingency              | \$1,000,000.00        |
| 04-215-55-861-990 | 116906 | Contingency              | \$536,007.44          |
|                   |        | <b>Total Encumbrance</b> | <b>\$9,216,044.65</b> |

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

PF/pc  
4/20/15

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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.  
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 AWARDDING CONTRACT TO AJM CONTRACTORS, INC. FOR THE RESURFACING OF VARIOUS STREETS FOR YEAR 2015, PROJECT NO. E15-001 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

**Project Manager**

|                     |                                                                             |                    |
|---------------------|-----------------------------------------------------------------------------|--------------------|
| Department/Division | Dept. of Administration/Architecture, Engineering, Traffic & Transportation |                    |
| Name/Title          | Stanley Huang P.E., Municipal Engineer                                      | Municipal Engineer |
| Phone/email         | 201-547-4411                                                                | stanley@icnj.org   |

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

**Contract Purpose**

This project involves improvements to various streets in Jersey City. Specifically, the work will involve milling, paving, traffic striping, new or replacement of obsolete or deteriorating catch basins, manholes, and water valve box castings, construction of concrete curb and sidewalk (charcoal gray in historic areas) with handicapped curb ramps with detectable warning surfaces at intersections.

**Cost (Identify all sources and amounts)**

**Contract term (include all proposed renewals)**

| CITY CAPITAL ACCOUNT |                 |                                      |  |
|----------------------|-----------------|--------------------------------------|--|
| Requisition #        | Amount          | Budget Year (Account No.)            |  |
| # 0169137            | \$ 7,409,523.00 | CY2015 Resurfacing - (945-990)       |  |
| # 0169834            | \$ 270,514.21   | FY 2008 Resurfacing - (842-990)      |  |
|                      | \$ 7,680,037.21 | Total Base Bid                       |  |
| # 0169835            | \$ 1,000,000.00 | CY2015 Emergency Repairs - (947-990) |  |
| # 0169836            | \$ 536,007.44   | CY2015 Resurfacing - (945-991)       |  |
|                      | \$ 1,536,007.44 | 20% Contingency                      |  |
|                      | \$ 9,216,044.65 | Total Contact Amount                 |  |

**Type of award**

Public Bid Award

**If "Other Exception", enter type**

**Additional Information**

The awarding resolution has been drafted by the Division of Purchasing. This was a public bid. There were Four (4) bidders:

|                                             |                |
|---------------------------------------------|----------------|
| AJM CONTRACTORS, INC. Clifton, NJ           | \$7,680,037.21 |
| J.A.ALEXANDER, Bloomfield, NJ,              | \$7,837,374.86 |
| BLACK ROCK ENTERPRISES LLC, Old Bridge, NJ. | \$8,457,173.84 |
| SMITH-SONDY, Wallington, NJ                 | \$8,954,845.93 |

I certify that all the facts presented herein are accurate.

  
Signature of Municipal Engineer

4/14/2015  
Date

SCHEDULE OF PRICES

ITEM NO. 1 CELLULAR PHONE SERVICE ALLOWANCE \$ 2,500.00

Lump Sum  
Two Thousand Five Hundred Dollars & No Cents  
\_\_\_\_\_  
(Write Lump Sum Price)

ITEM NO. 2 BREAKAWAY BARRICADES \$ 750.00

25 Units @ \$ 30.00 per Ton  
THIRTY DOLLARS  
\_\_\_\_\_  
(Write Unit Price)

ITEM NO. 3 TRAFFIC DRUM \$ 1,000.00

50 Units @ \$ 20.00 per Unit  
TWENTY DOLLARS  
\_\_\_\_\_  
(Write Unit Price)

ITEM NO. 4 TRAFFIC CONE \$ 600.00

60 Units @ \$ 10.00 per Unit  
TEN DOLLARS  
\_\_\_\_\_  
(Write Unit Price)

ITEM NO. 5 CONSTRUCTION SIGNS \$ 1,800.00

120 S.F. @ \$ 15.00 per Square Foot  
FIFTEEN DOLLARS  
\_\_\_\_\_  
(Write Unit Price)

ITEM NO. 6 CONSTRUCTION IDENTIFICATION SIGN (48" x 48") \$ 700.00

2 Units @ \$ 350.00 per Unit

THREE Hundred FIFTY DOLLARS  
(Write Unit Price)

ITEM NO. 7 TEMPORARY PAVEMENT MARKERS \$ 1,200.00

400 Units @ \$ 3.00 per Unit

THREE DOLLARS  
(Write Unit Price)

ITEM NO. 8 TEMPORARY TRAFFIC STRIPES, 4" WIDE \$ 3,960.00

19,800 L.F. @ \$ .204 per Linear Feet

Twenty cents.  
(Write Unit Price)

ITEM NO. 9 HMA PATCH \$ 89,200.00

892 Tons @ \$ 100.00 per Ton

*AK*

ONE Hundred Dollars  
(Write Unit Price)

*AK*

ITEM NO. 10 TRAFFIC DIRECTOR, FLAGGER. 3.30.00

330 Hours @ \$ 14.00 per Hour

one cents  
(Write Unit Price)

*AK*

**ITEM NO. 11**      **TRAFFIC DIRECTOR, JERSEY CITY POLICE**      **\$ 531,000.00**  
**ADMINISTRATIVE FEE INCLUDED (\$5.00/Hr.)**  
**11,800 Hours @ \$ 45.00 per Hour**  
**Forty Five Dollars and No Cents**  
**(Write Unit Price)**

**ITEM NO. 12**      **NO ITEM**

**ITEM NO. 13**      **NO ITEM**

**ITEM NO. 14**      **NO ITEM**

**ITEM NO. 15**      **NO ITEM**

City of Jersey City



**ITEM NO. 16      NO ITEM**

**ITEM NO. 17      NO ITEM**

**ITEM NO. 19      NO ITEM**

**ITEM NO. 20      ASPHALT ADJUSTMENT PRICE      \$ 5,000.00**  
Lump Sum  
Five Thousand & No Cents  

---

**(Write Unit Price)**

ITEM NO. 21

SAW CUTTING, 10" OR LESS

\$ 15,989.55

8,643 L.F. @ \$ 1.85 per Linear Foot

ONE DOLLAR EIGHTY FIVE CENTS  
(Write Unit Price)

ITEM NO. 22

HMA MILLING, 3" OR LESS

\$ 985,306.00

281,516 S.Y. @ \$ 3.50 per Square Yard

Three dollars and fifty cents.  
(Write Unit Price)

ITEM NO. 23

HMA PAVEMENT REPAIR

\$ 115,840.00

1,448 Tons @ \$ 80.00 per Ton

Eighty dollars.  
(Write Unit Price)

ITEM NO. 24

HMA, 19H64 BASE COURSE

\$ 5,940.00

66 Tons @ \$ 90.00 per Ton

Ninety Dollars  
(Write Unit Price)

ITEM NO. 25

HMA, 12.5H64 SURFACE COURSE

\$ 2,932,560.00

36,657 Tons @ \$ 80.00 per Ton

Eighty dollars  
(Write Unit Price)

ITEM NO. 26 NO ITEM

ITEM NO. 27 NEW CATCH BASIN, TYPE A  
( IF AND WHERE DIRECTED )  
1 Units @ \$ 3500.00 per Unit

\$ 3,500.

Thirty five hundred dollars.  
(Write Unit Price)

ITEM NO. 28 NEW CATCH BASIN, TYPE B  
45 Units @ \$ 3200.00 per Unit

\$ 144,000.

Thirty two hundred dollars.  
(Write Unit Price)

ITEM NO. 29 NEW CATCH BASIN, TYPE E  
( IF AND WHERE DIRECTED )  
1 Units @ \$ 3500.00 per Unit

\$ 3,500.

Thirty five hundred dollars.  
(Write Unit Price)

ITEM NO. 30 RECONSTRUCTED CB, TYPE B  
USING EXISTING CASTING ( IF AND WHERE DIRECTED )  
1 Units @ \$ 450.00 per Unit

\$ 450.00

FOUR Hundred FIFTY DOLLARS  
(Write Unit Price)

ITEM NO. 31

RECONSTRUCTED CB,TYPE B  
USING NEW CASTING

\$ 39,150.00

29 Units @ \$ 1,350.00 per Unit

ONE THOUSAND THREE HUNDRED FIFTY DOLLARS  
(Write Unit Price)

ITEM NO. 32

REPAIRED CATCH BASIN WALL

\$ 6,250.00

250 S.F. @ \$ 25.00 per Square Foot

Twenty five Dollars.  
(Write Unit Price)

ITEM NO. 33

CATCH BASIN CASTING,TYPE B

\$ 191,400.00

174 Units @ \$ 1,100.00 per Unit

ONE THOUSAND ONE HUNDRED  
(Write Unit Price)

ITEM NO. 34

CATCH BASIN CASTING,TYPE E

\$ 2,000.00

1 Units @ \$ 2,000.00 per Unit

TWO THOUSAND DOLLARS  
(Write Unit Price)

ITEM NO. 35

CAST IRON CURB PIECE TYPE N, 4" HIGH

\$ 36,890.00

119 Units @ \$ 310.00 per Unit

THREE HUNDRED TEN DOLLARS  
(Write Unit Price)

ITEM NO. 36

CAST IRON CURB PIECE TYPE N, 6" HIGH

\$ 16,740.<sup>00</sup>

54 Units @ \$ 310.<sup>00</sup> per Unit

THREE Hundred TEN DOLLARS  
(Write Unit Price)

ITEM NO. 37

ROADWAY EXCAVATION

\$ 8,550.<sup>00</sup>

190 C.Y. Units @ \$ 45.<sup>00</sup> per Cubic Yard

Forty five dollars.  
(Write Unit Price)

ITEM NO. 38

BICYCLE SAFE GRATE, 21<sup>3</sup>/<sub>4</sub>" x 47<sup>3</sup>/<sub>4</sub>"

\$ 45,225.<sup>00</sup>

135 Units @ \$ 335.<sup>00</sup> per Unit

THREE Hundred Thirty Five DOLLARS  
(Write Unit Price)

ITEM NO. 39

DRIVEWAY ACCESS BACK PLATE

\$ 675.<sup>00</sup>

1 Units @ \$ 675.<sup>00</sup> per Unit

Six hundred seventy five dollars.  
(Write Unit Price)

ITEM NO. 40

CATCH BASIN TRAP

\$ 700.<sup>00</sup>

1 Units @ \$ 700.<sup>00</sup> per Unit

Seven hundred dollars.  
(Write Unit Price)

ITEM NO. 41 CATCH BASIN WALL PLATE \$ 650.00  
 1 Units @ \$ 650.00 per Unit  
Six hundred fifty dollars.  
 (Write Unit Price)

ITEM NO. 42 RESET EXISTING CASTINGS \$ 19,610.00  
 106 Units @ \$ 185.00 per Unit  
ONE HUNDRED EIGHTY FIVE DOLLARS  
 (Write Unit Price)

ITEM NO. 43 RESET JUNCTION BOX CASTING \$ 4,250.00  
 (IF AND WHERE DIRECTED)  
 5 Units @ \$ 850.00 per Unit  
Eight Hundred Fifty Dollars  
 (Write Unit Price)

ITEM NO. 44 RELOCATE JUNCTION BOX \$ 5,000.00  
 (IF AND WHERE DIRECTED)  
 1 Units @ \$ 5,000 per Unit  
Five Thousand Dollars  
 (Write Unit Price)

ITEM NO. 45 MANHOLE CASTING, CATALOG NO:1007D \$ 310,800.00  
 518 Units @ \$ 600 per Unit  
SIX HUNDRED DOLLARS  
 (Write Unit Price)

ITEM NO. 46

MANHOLE CASTING, CATALOG NO:1012B  
WITH 4428 COVER

\$ 35,100.<sup>00</sup>

39 Units @ \$ 900 per Unit

nine hundred dollars  
(Write Unit Price)

ITEM NO. 47

DENSE GRADED AGGREGATE BACKFILL

\$ 23,675.<sup>00</sup>

947 Tons @ \$ 25.00 per Ton

Twenty five dollars  
(Write Unit Price)

ITEM NO. 48

12" DIP CLASS 52 (IF AND WHERE DIRECTED)

\$ 9,900.<sup>00</sup>

66 L.F. @ \$ 150 per Linear Foot

one hundred fifty dollars  
(Write Unit Price)

ITEM NO. 49

16" DIP CLASS 52 (IF AND WHERE DIRECTED)

OK \$ 34,968.<sup>00</sup>

186 L.F. @ \$ 188. per Linear Foot

one hundred eighty eight dollars  
(Write Unit Price)

ITEM NO. 50

CONCRETE SIDEWALK, 4" THICK

\$ 624,000.<sup>00</sup>

9,600 S.Y. @ \$ 65. per Square Yard

SIXTY FIVE DOLLARS  
(Write Unit Price)

ITEM NO. 51 GRAY CONCRETE SIDEWALK, 4" THICK \$ 172,000.<sup>00</sup>  
 2000 S.Y. @ \$ 86.<sup>00</sup> per Square Yard  
Eighty Six Dollars  
 (Write Unit Price)

ITEM NO. 52 CONCRETE DRIVEWAY, REINFORCED, 6" TH. \$ 16,830.<sup>00</sup>  
 198 S.Y. @ \$ 85.<sup>00</sup> per Square Yard  
Eighty Five Dollars  
 (Write Unit Price)

ITEM NO. 53 CONCRETE DRIVEWAY, REINFORCED, 8" TH. \$ 6,600.<sup>00</sup>  
 66 S.Y. @ \$ 100.<sup>00</sup> per Square Yard  
ONE Hundred Dollars  
 (Write Unit Price)

ITEM NO. 54 CAST IN PLACE DETECTABLE WARNING SURFACE \$ 78,600.<sup>00</sup>  
 393 S.Y. @ \$ 200.<sup>00</sup> per Square yard  
TWO Hundred Dollars  
 (Write Unit Price)

ITEM NO. 55 9" X 20" CONCRETE VERTICAL CURB \$ 320,000.<sup>00</sup>  
 10,000 L.F. @ \$ 32.<sup>00</sup> per Linear Foot  
THIRTY TWO Dollars  
 (Write Unit Price)

City of Jersey City



ITEM NO. 56      9" X 20" GRAY CONCRETE VERTICAL CURB      \$ 95,600.00  
 2500 L.F. @ \$ 38 per Linear Foot  
Thirty Eight DOLLARS  
 (Write Unit Price)

ITEM NO. 57      TRAFFIC MARKINGS, LINES, LONG LIFE      \$ 114,292.36  
 THERMOPLASTIC, 4" WIDE  
 211,634 L.F. @ \$ 541 per Linear Foot  
*OK* Five hundred forty one cents  
 (Write Unit Price)

ITEM NO. 58      TRAFFIC MARKINGS, SYMBOLS, LONG LIFE      \$ 20,090.00  
 THERMOPLASTIC  
 2,870 S.F. @ \$ 7 per Square Foot  
Seven dollars  
 (Write Unit Price)

ITEM NO. 59      RESET WATER VALVE BOX      \$ 6,840.00  
 (RAISE/LOWER ENTIRE BOX)  
 152 Units @ \$ 45.00 per Unit  
FORTY FIVE DOLLARS  
 (Write Unit Price)

ITEM NO. 60      RESET WATER VALVE BOX      \$ 5,658.00  
 (WITH RISER)  
 246 Units @ \$ 23.00 per Unit  
Twenty THREE DOLLARS  
 (Write Unit Price)

ITEM NO. 61

NEW WATER VALVE BOX  
(ENTIRE ASSEMBLY)

\$ 79,800.00

190 Units @ \$ 420.00 per Unit

Four hundred twenty dollars  
(Write Unit Price)

ITEM NO. 62

NEW WATER VALVE BOX  
(UPPER ASSEMBLY)

\$ 5,985.00

19 Units @ \$ 315.00 per Unit

Three hundred fifteen dollars  
(Write Unit Price)

ITEM NO. 63

"NO PARKING DRIVEWAY"  
SYMBOLS MARKINGS

\$ 44,310.00

1266 Units @ \$ 35.00 per Unit

forty five dollars  
(Write Unit Price)

ITEM NO. 64

REGULATORY AND WARNING TRAFFIC SIGN  
WITH STEEL U POST

\$ 138,360.00

2,306 S.F. @ \$ 60.00 per Square Foot

SIXTY DOLLARS  
(Write Unit Price)

ITEM NO. 65

RELOCATE EXISTING TRAFFIC SIGN ON  
NEW STEEL U POST

\$ 1,500.00

10 Units @ \$ 150.00 per Unit

ONE HUNDRED FIFTY DOLLARS  
(Write Unit Price)

ITEM NO. 66 RELOCATE OR REMOVE EXISTING TRAFFIC SIGN \$ 1,000.00  
 10 Units @ \$ 100.00 per Unit  
ONE Hundred Dollars  
 (Write Unit Price)

ITEM NO. 67 REFLECTIVE SIGN POST WRAP \$ 850.00  
 10 Units @ \$ 85. per Unit  
Eighty five Dollars  
 (Write Unit Price)

ITEM NO. 68 NO ITEM

ITEM NO. 69 VIDEO CAMERA \$ 312,000.00  
 39 Units @ \$ 8000. per Unit  
Eight Thousand Dollars  
 (Write Unit Price)

**TOTAL BID PRICE**

\$ 7,680,037.21

(In figures)

\$ Seven million, six hundred eighty thousand, thirty seven  
 (Price in Words, Dollars and Cents) dollars and 21/100

**PROPOSAL (CONTINUED)**

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): Anthony J. Marinari  
Representative's Signature: [Signature]  
Name of Company: AJM Contractors Tel. No.: 973 772-9292 Date: 3-24-15

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 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: Anthony J. Marinaro  
Representative's Signature: [Signature]  
Name of Company: AJM Contractors, LLC  
Tel. No.: 973-772-9292 Date: March 24, 2015

City of Jersey City

**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 : A. Jm Contractors, Inc.  
 Address : 300 Kuller Road, Lytton, NJ 07011  
 Telephone No. : 973-772-9292  
 Contact Name: Amalia Farro

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 : A. Jm Contractors, Inc.  
 Address : 300 Keller Road, Glyton, NJ 07011  
 Telephone No. : 973-772-9292  
 Contact Name: Amalio Farro

Please check applicable category :

- |                                                        |                                                                 |
|--------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input checked="" type="checkbox"/> 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: RESURFACING VARIOUS STREETS # FY 2015  
 Contractor: AJM CONTRACTORS Bid Amt. \$ 7,680,037.21

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<br>Check appropriate column |       |         |
|------------------------------------------|------------------|--------------------------------------------------------------|-------|---------|
|                                          |                  | Minority                                                     | Woman | Neither |
| TRAFFIC MARKINGS<br>STATEWIDE STRIPING   | \$ 200,000.00    |                                                              |       | X       |
| TRAFFIC SAFETY EQUIPMENT<br>LL EQUIPMENT | \$ 100,000       |                                                              | X     |         |
| ELECTRICAL WORK<br>TIFFANY ELECTRIC      | \$ 300,000.00    |                                                              |       | X       |
| CONCRETE WORK<br>MV CONTRACTING          | 1,313,030.00     |                                                              | 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

Project: RESURFACING VARIOUS STREETS # FY 2015  
Contractor: ASM CONTRACTORS, INC Bid Amt. \$ 7,680,037.21

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<br>Check appropriate column |       |         |
|----------------------------------------|------------------|--------------------------------------------------------------|-------|---------|
|                                        |                  | Minority                                                     | Woman | Neither |
| TRAFFIC MARKINGS<br>STATEWIDE STRIPING | 200,000.00       |                                                              |       | X       |
| TRAFFIC SAFETY EQUIP.<br>LL EQUIPMENT  | 100,000.00       |                                                              | X     |         |
| ELECTRICAL WORK<br>TIFFANY ELECTRIC    | 300,000.00       |                                                              |       | X       |
| CONCRETE WORK<br>MV CONTRACTORS        | 1,313,030.00     |                                                              | 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

DIVISION OF PURCHASING COPY

City of Jersey City

MWBE Page 3 Project RESURFACING VARIOUS STREETS FY 2015

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<br>Check appropriate column |       |         |
|--------------------------|----------------------------------------------------------|-----------------|--------------------------------------------------------------|-------|---------|
|                          |                                                          |                 | Minority                                                     | Woman | Neither |
| TRAFFIC MARKINGS         | STATE WIDE STRIPING<br>499 Pomroy Rd<br>PATERSIPPANY, NJ | 200,000.00      |                                                              |       | X       |
| TRAFFIC SAFETY EQUIPMENT | LE. EQUIPMENT<br>PO BOX 595<br>TUCKERAGE, NJ             | 100,000.00      |                                                              | X     |         |
| ELECTRICAL WORK          | TIFFANY ELECTRIC<br>3 Edison Place<br>FAIRFIELD, NJ      | 300,000.00      |                                                              |       | X       |
| CONCRETE WORK            | AV CONTRACTING<br>91 HARROW DRIVE<br>COLONIA, NJ         | 1,313,030.00    |                                                              | X     |         |
| DRAINAGE MATERIAL        | BREVI MATERIAL<br>325 COLUMBIA TPK<br>FLORENCE PARK, NJ  | 515,000.00      |                                                              | 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?

*A firm continues seeks out minority/women owned companies for all subcontract work and material supplies. Their quotes are evaluated and the lowest qualified competitor is selected.*

By: Signature [Signature]

Type or print name/title: Anthony J. Marinaro President

Telephone No: 973-772-9222

Date: March 24, 2015

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

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

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

**EQUAL EMPLOYMENT OPPORTUNITY COPY**

*→ we make every attempt to reach or exceed the goals of the owner. We believe in following the principles of affirmative action. We provide qualified minority/women owned companies and individuals with the opportunity to work on these projects.*

AA-21

MWBE Page 3 Project RESURFACING VARIOUS STREETS FY2015

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 |
| TRAFFIC MARKINGS      | STATEWIDE STAMPING<br>499 POMEROY RD.<br>PARSIPPANY, NJ | 200,000.00       |                                     |       | ^       |
| TRAFFIC SAFETY EQUIP. | LL EQUIPMENT<br>P.O. BOX 515<br>TUCKLAHOE, NJ           | 100,000.00       |                                     | X     |         |
| ELECTRICAL WORK       | TIFFANY ELECTRIC<br>3 EDISON PL.<br>FAIRFIELD, NJ       | 300,000.00       |                                     |       | X       |
| CONCRETE WORK         | MV CONTRACTING<br>91 HANLOW DRIVE<br>COLONIA, NJ        | 1,313,030.00     |                                     | X     |         |
| DRAINAGE MATERIAL     | BRENT MATERIAL<br>325 COLUMBIA TPK<br>FLORENCE PARK, NJ | \$515,000.00     |                                     | 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?

*All contractors seek out minority/women owned companies for our subcontracted work and material supplies. Their quotes are evaluated and the lowest qualified contractor are utilized.*

Name of Contractor

By: Signature

*[Handwritten Signature]*

Type or print name/title:

*Anthony J. Marinaro President*

Telephone No:

*973-772-9292*

Date

*March 24, 2013*

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_

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

PURCHASING COPY

*→ we make every attempt to reach or exceed the goals of the owner. We believe in following the practices of affirmative action. We provide qualified minority/woman owned companies with the opportunity to work on these projects.*

AA-22

Certificate Number  
38866

Registration Date: 07/23/2014  
Expiration Date: 07/22/2016



## 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. 34:11-86,48, 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:

**2014**  
AJM Contractors, Inc.

Responsible Representative(s):  
Anthony J. Marinaro, President

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                     |                                      |
|---------------------|--------------------------------------|
| Taxpayer Name:      | A J M CONTRACTORS, INC               |
| Trade Name:         |                                      |
| Address:            | 300 KULLER ROAD<br>CLIFTON, NJ 07011 |
| Certificate Number: | 0097438                              |
| Effective Date:     | March 06, 1981                       |
| Date of Issuance:   | June 09, 2011                        |

For Office Use Only:  
20110609103156566



## New Jersey Division of Revenue

Revenue

NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0097438 FOR A J M CONTRACTORS, INC. IS VALID.

VERIFIED  
PC

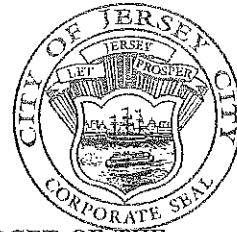
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.352

Agenda No. 10.Z.25

Approved: MAY 13 2015

TITLE:



**RESOLUTION (1) INTRODUCING AND APPROVING THE 2016 BUDGET OF THE JOURNAL SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET**

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

**WHEREAS**, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 94-024**, the City of Jersey City established the Journal Square Special Improvement District (JSSID) to be operated by the Journal Square Special Improvement District Management Corporation; and

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

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

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

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

**WHEREAS**, the District Management Corporation of Journal Square Special Improvement District has submitted its 2015 fiscal year budget, July 1, 2015 – June 30, 2016 to the Council, a copy of which is attached hereto as Exhibit A; and

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

1. The 2016 fiscal year budget, July 1, 2015 – June 30, 2016 of the Journal Square Special Improvement District, attached hereto as Exhibit A, was approved by the Journal Square Special Improvement District at its April 14, 2015 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
  - (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
  - (b) at least 10 days prior to the date of the hearing publish a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and publish a copy of the entire budget in a newspaper of general circulation;
  - (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
  - (d) at least 10 days before the date of the scheduled hearing
    - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
    - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
    - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2015.

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

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

Certification Required   
 Not Required

**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>5.13.15</b> |     |     |      |               |     |     |      |                |     |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| 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





April 15, 2014

Mr. Robert Byrne, RMC  
City Clerk  
City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

RECEIVED  
2015 APR 15 P 1:37  
CITY CLERK'S OFFICE  
JERSEY CITY, N.J.

SUBJECT: JSSID SID Budget for FY2016

Dear Mr. Byrne:

In keeping with the budget process established in prior years, attached are the following documents pertaining to the Journal Square SID Budget for the period from July 1, 2015 through June 30, 2016:

- **SID Resolution on the FY2016 Budget** – memorializing the action taken at the Annual Meeting on April 14, 2015 and initiating the formal submission of the approved budget to the Municipal Council of the City of Jersey City. The amount to be raised through the SID Tax Assessment is \$708,000, unchanged from last year;
- **SID Budget Application for FY2016** – in the standard format and dated April 14, 2015;

I am enclosing two original copies of the budget for your use in advertising/reproduction, an original resolution and a CD with the electronic files of the budget and resolution to facilitate your transfer of information as necessary. Please let me know if a copy should be emailed and to whom.

Your efforts to put our budget before the Municipal Council in a timely fashion are greatly appreciated. As you know, a well-timed review and approval can considerably lessen our financial difficulties during the late summer and fall.

If there is any additional information or documentation that you require, or if we can be of any assistance to your office in preparing the notices for distribution, please call me. Thanks again!

Sincerely,

Daniel J. McGinley  
Assistant District Administrator

xc: J. Galatz, President  
S. Harwood, Treasurer  
D. Smartt, District Administrator  
Councilman R. Boggiano  
D. Pandolfo, Mayors' Representative to JSSID

# SID Budget Application for FY16

Journal Square Restoration Corporation  
14 PATH Plaza, Jersey City, NJ 07306

Date Submitted: Apvd by District 4/14/2015

| See Below *                      | Items                                              | Funds Provided by CJC | SID Assessment | Private       | Totals        |
|----------------------------------|----------------------------------------------------|-----------------------|----------------|---------------|---------------|
| <b>REVENUES</b>                  |                                                    |                       |                |               |               |
| Private                          |                                                    |                       |                |               |               |
| A7                               | Journal Square SID Assessment                      |                       | \$ 708,000.00  |               | \$ 708,000.00 |
| A8                               | JSSID Reserve Fund                                 |                       |                | \$ 59,700.00  | \$ 59,700.00  |
| A9                               | Private Cash/Fees/Sponsorships                     |                       |                | \$ 107,000.00 | \$ 107,000.00 |
| A10                              | Interest                                           |                       |                |               |               |
| UEZ/Public                       |                                                    |                       |                |               |               |
| A13                              | Public-City                                        | \$ -                  |                | \$ -          | \$ -          |
| TOTAL REVENUES                   |                                                    | \$ -                  | \$ 708,000.00  | \$ 166,700.00 | \$ 874,700.00 |
| <b>EXPENSES</b>                  |                                                    |                       |                |               |               |
| Administrative Items             |                                                    |                       |                |               |               |
| A18                              | Rent                                               |                       | \$ -           |               | \$ -          |
| A19                              | Insurance                                          |                       | \$ 3,500.00    |               | \$ 3,500.00   |
| A20                              | Equipment:IT/Copier/Svc                            |                       | \$ 1,000.00    |               | \$ 1,000.00   |
| A21                              | Supplies                                           |                       | \$ 2,000.00    |               | \$ 2,000.00   |
| A22                              | Audit/Filing                                       |                       | \$ 4,500.00    |               | \$ 4,500.00   |
| A23                              | Legal                                              |                       | \$ 1,000.00    |               | \$ 1,000.00   |
| A24                              | Parking & Storage                                  |                       | \$ 2,000.00    |               | \$ 2,000.00   |
| A25                              | Dues, Subscriptions, Memberships                   |                       | \$ 250.00      |               | \$ 250.00     |
| A26                              | Utilities                                          |                       | \$ -           |               | \$ -          |
| A27                              | Telephone/Internet                                 |                       | \$ 2,800.00    |               | \$ 2,800.00   |
| A28                              | Website Maintenance                                |                       | \$ 3,000.00    |               | \$ 3,000.00   |
| A29                              | Contingencies/Unprogrammed                         |                       |                |               | \$ -          |
| Administrative Items Subtotals   |                                                    | \$ -                  | \$ 20,050.00   | \$ -          | \$ 20,050.00  |
| Administration                   |                                                    |                       |                |               |               |
| A32                              | Management/Advocacy Fees                           |                       | \$ 64,000.00   | \$ -          | \$ 64,000.00  |
| A33                              | Salaries                                           |                       |                |               | \$ -          |
| Administration Subtotals         |                                                    | \$ -                  | \$ 64,000.00   | \$ -          | \$ 64,000.00  |
| Marketing/Promotions             |                                                    |                       |                |               |               |
| A37                              | Farmers Market/Entertainment Series                |                       | \$ 25,000.00   |               | \$ 25,000.00  |
| A37A                             | Farmers Market/Entertainment Series Coordinator    |                       | \$ 25,000.00   |               | \$ 25,000.00  |
| A38                              | Sidewalk Sales/Retail Promotions                   | \$ -                  | \$ 600.00      | \$ 1,000.00   | \$ 1,600.00   |
| A39                              | Quarterly E-Newsletter                             | \$ -                  | \$ -           |               | \$ -          |
| A39A                             | Public Relations-Population of "Web Space" Project | \$ -                  | \$ 24,000.00   |               | \$ 24,000.00  |
| A40                              | Website Sponsorship & Advertising Program          | \$ -                  | \$ 6,000.00    | \$ 6,000.00   | \$ 12,000.00  |
| A41                              | Navratri, Egypt & Other Cultural Events/Festivals  |                       | \$ -           | \$ 41,000.00  | \$ 41,000.00  |
| A42                              | Marketing/Promotion/Special Events                 | \$ -                  | \$ -           | \$ 20,000.00  | \$ 20,000.00  |
| A43                              | Banner Program                                     |                       | \$ 500.00      | \$ 7,500.00   | \$ 8,000.00   |
| A44                              | Holiday Decorations                                | \$ -                  |                | \$ -          | \$ -          |
| A45                              | Winter Holiday Lights                              |                       | \$ 14,000.00   | \$ 15,000.00  | \$ 29,000.00  |
| A46                              | Navratri & Diwali Festivals                        |                       | \$ -           | \$ 4,000.00   | \$ 4,000.00   |
| A47                              | Arts/Entertainment-Loew's                          | \$ -                  | \$ -           | \$ -          | \$ -          |
| A48                              | Properties for Sale/Rent                           | \$ -                  | \$ -           | \$ 2,500.00   | \$ 2,500.00   |
| Marketing/Promotions Subtotals   |                                                    | \$ -                  | \$ 95,100.00   | \$ 97,000.00  | \$ 192,100.00 |
| Operations                       |                                                    |                       |                |               |               |
| A52                              | Landscaping                                        |                       |                |               |               |
| A53                              | Plants /Planters                                   |                       | \$ 3,000.00    |               | \$ 3,000.00   |
| A54                              | Maintenance/Sanitation/Ambassadorial               | \$ -                  | \$ 570,550.00  |               | \$ 570,550.00 |
| A55                              | Maintenance Supplies                               |                       | \$ 9,000.00    |               | \$ 9,000.00   |
|                                  | Security                                           |                       |                |               |               |
| A56                              | Ambassador-Extended Services                       |                       |                |               | \$ -          |
| A57                              | Off-Duty JCPD Officers                             |                       |                | \$ 10,000.00  | \$ 10,000.00  |
| A58                              | Webcam Maintenance/Replacement                     |                       | \$ 6,000.00    |               | \$ 6,000.00   |
| A59                              | Contingencies/Unprogrammed                         |                       |                |               | \$ -          |
| Operations Subtotals             |                                                    | \$ -                  | \$ 588,550.00  | \$ 10,000.00  | \$ 598,550.00 |
| Capital Improvements             |                                                    |                       |                |               |               |
| Capital Improvements Subtotals   |                                                    | \$ -                  | \$ -           | \$ -          | \$ -          |
| TOTAL EXPENSES                   |                                                    | \$ -                  | \$ 767,700.00  | \$ 107,000.00 | \$ 874,700.00 |
| <b>REVENUE / EXPENSE SUMMARY</b> |                                                    |                       |                |               |               |
|                                  |                                                    | CJC                   | SID            | Private       | Total Budget  |
|                                  | Revenues                                           | \$ -                  | \$ 708,000.00  | \$ 166,700.00 | \$ 874,700.00 |
|                                  | Expenses                                           | \$ -                  | \$ 767,700.00  | \$ 107,000.00 | \$ 874,700.00 |
|                                  | Excess / Deficiencies                              | \$ -                  | \$ (59,700.00) | \$ 59,700.00  | \$ -          |

**Part B:**

**Footnotes \***

\* Each explanation should be footnoted on the left hand column of page 1.

|         |                                                                                                                                                                                                                                                                                   |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A7      | SID Assessments reflecting rate established FY13, which reflected increase of \$35K, first increase since initiation of JSSID in 1994                                                                                                                                             |
| A8      | SID - Reserve Fund (approx. \$255,000 at EOY FY15) - FY16 Proposed Budget use \$59,700 of Reserve Funds                                                                                                                                                                           |
| A9      | Private - Donations, Contributions, Sponsorships, Fees, etc.                                                                                                                                                                                                                      |
| A12/A13 | No Contributions/Grants/Fees for Service from the City of Jersey City are anticipated                                                                                                                                                                                             |
| A18     | Rent-Office - PANYNJ - Donated - Five Year Commitment Only 12/13 - 12/18                                                                                                                                                                                                          |
| A19     | Insurance includes D&O, Public Liability and Office Contents                                                                                                                                                                                                                      |
| A20     | Equipment includes office, computer and telecommunications equipment maintenance, service and leasing                                                                                                                                                                             |
| A21     | Office and other supplies/services and postage                                                                                                                                                                                                                                    |
| A22     | Audit includes financial and audit services and tax filings                                                                                                                                                                                                                       |
| A23     | Legal services to advise the board on by-laws and non-profit law & procedures                                                                                                                                                                                                     |
| A24     | Secure parking for service vehicles/staff; secure storage of corporation documents and service equipment                                                                                                                                                                          |
| A25     | Dues, subscription & memberships includes local and regional memberships and conference attendance                                                                                                                                                                                |
| A26     | Utilities-Gas, Electric, Water - Included in PANYNJ Permit                                                                                                                                                                                                                        |
| A27     | Telephone includes actual costs of telecommunications charges and high-speed internet service                                                                                                                                                                                     |
| A28     | Website Hosting and Maintenance services and major technology upgrade                                                                                                                                                                                                             |
| A29     | Contingencies representing unforeseen expenses / unprogrammed activities                                                                                                                                                                                                          |
| A32     | Administrative/Advocacy allocation within "Bundled Services" Agreement                                                                                                                                                                                                            |
| A37     | Manage/expand Jul to Nov Farmers Market and implement weekly (10+)summer lunchtime concerts at the Kiosk                                                                                                                                                                          |
| A37A    | Coordinator for Farmers Market and weekly (10+)summer lunchtime concerts at the Kiosk                                                                                                                                                                                             |
| A38     | City fee for 6 monthly permits at \$100 per month (May thru Oct) plus marketing and enhancements                                                                                                                                                                                  |
| A39     | Produce quarterly e-newsletter, including content,layout and subscriber database management for dissemination and availability online, complete with analytics reports                                                                                                            |
| A39A    | Program of media relations, content and copy development, event coverage, community relations, copy writing and editing services, on-site photography and quarterly meetings with board.                                                                                          |
| A40     | Website Fundraising efforts to support \$107,000 of major programming activities                                                                                                                                                                                                  |
| A41     | Provide marketing, maintenance, ambassadorial services and Off-Duty Police coverage for established and new ethnic celebrations                                                                                                                                                   |
| A42     | Support the administrative management associated with the major programming activities resulting from the fundraising campaign                                                                                                                                                    |
| A43     | Necessary repairs and maintenance of existing system plus a new banner system                                                                                                                                                                                                     |
| A45     | Planned Holiday Lighting Program - \$14,000 per 3-year agreement (thru 2016) plus lighting throughout district                                                                                                                                                                    |
| A46     | Street Lighting and decorations associated with Navratri and Diwali festivals along Newark Avenue                                                                                                                                                                                 |
| A47     | Not Currently Funded                                                                                                                                                                                                                                                              |
| A48     | Initiation of marketing program to highlight first-floor/street-level properties for sale or rent                                                                                                                                                                                 |
| A53     | Planting and Planter Program In and around Fountain/Kiosk area                                                                                                                                                                                                                    |
| A54     | Continues outsourced services to the district through a "bundled services" plan that provides maintenance, sanitation and "ambassadorial" services identified as priorities by the District leadership focused on safety, cleanliness and eradication of quality of life concerns |
| A55     | Supplies supporting the Maintenance efforts including imprinted trash bags, ice melt products, etc.                                                                                                                                                                               |
| A56     | Provide extended Ambassadorial services to augment/replace Off-Duty Police coverage                                                                                                                                                                                               |
| A57     | Continuation of existing program putting off-duty police on patrol in the district.                                                                                                                                                                                               |
| A58     | Webcam Maintenance and new/replacement webcams                                                                                                                                                                                                                                    |
| A59     | Contingencies representing unforeseen expenses / unprogrammed activities                                                                                                                                                                                                          |

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

City Clerk File No. Res. 15.354

Agenda No. 10.Z.27

Approved: MAY 13 2015

TITLE:



## RESOLUTION URGING A FULL AND IMMEDIATE END TO ALL STATE BANS ON SAME-SEX MARRIAGE ACROSS THE UNITED STATES

**WHEREAS**, on April 28, 2015, the United States Supreme Court heard oral argument on the consolidated cases known as *Obergefell v. Hodges*, which concerns whether the Fourteenth Amendment requires a state (1) to provide marriage licenses to same-sex couples; and (2) to recognize a same-sex marriage that was legally licensed and performed out-of-state. A decision on these matters is expected before the Court concludes its term in June 2015; and

**WHEREAS**, previously, in the seminal 2013 case of *United States v. Windsor*, 133 S. Ct. 2675 (2013), the Supreme Court scrutinized a provision of the federal Defense of Marriage Act (DOMA), 1 U.S.C. § 7, which limited the federal definitions of "marriage" as "the legal union of one man and one woman" and "spouse" as "a person of the opposite sex who is a husband or a wife." The Court found that this section of DOMA violated the due process and equal protection provisions inherent in the Fifth Amendment of the United States Constitution because it "singles out a class of persons deemed by a State entitled to recognition and protection to enhance their own liberty" and "imposes a disability on the class by refusing to acknowledge a status the State finds to be dignified and proper"; and

**WHEREAS**, the *Windsor* Court held that the federal government could no longer justify denying legally married same-sex couples and their families the same rights and benefits it extends to legally married opposite-sex couples, including those concerning taxes, health care, Social Security, inheritance, bankruptcy, financial aid, and veteran status; and

**WHEREAS**, in 2007, the State of New Jersey enacted legislation under which same-sex couples could gain the rights and benefits of marriage under State law by entering into a "civil union," which purported to be equivalent to civil marriage for opposite-sex couples. In *Windsor*, however, the Supreme Court only opened the door to federal benefits for same-sex couples in "lawful marriages"; and

**WHEREAS**, the State of New Jersey has recognized the right of same-sex couples to marry since October 21, 2013, following a ruling by the New Jersey Superior Court in the case of *Garden State Equality v. Dow*. In that case, after analyzing the many shortcomings and indignities of a separate "civil union" status, the Honorable Mary Jacobson held that "same-sex couples must be allowed to marry in order to obtain equal protection of the law under the New Jersey Constitution." The New Jersey Supreme Court subsequently denied the State's request to stay Judge Jacobson's ruling; and

**WHEREAS**, at midnight on October 21, 2013, Mayor Steven M. Fulop made history by performing a marriage ceremony for eight (8) same-sex couples residing in Jersey City before a crowd of nearly one hundred (100) family members and friends; and

TITLE: **MAY 13 2015**

**WHEREAS**, thirty-seven (37) states and the District of Columbia now afford equal marriage rights to same-sex couples. Sadly, thirteen (13) states—Arkansas, Georgia, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Tennessee, and Texas—still continue to deny equal marriage rights to same-sex couples; and

**WHEREAS**, with the exception of Missouri, these 13 states also do not recognize same-sex marriages performed out of state. As a result, same-sex spouses married in the State of New Jersey, who move or travel to those states, are at risk of not having their marriages recognized by those states; and

**WHEREAS**, the Supreme Court’s ruling in the *Obergefell* cases could require all states to issue marriage licenses to same-sex couples and require nationwide recognition of same-sex marriages.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby urge a full and immediate end to all state bans on same-sex marriage across the United States and anticipates that the United States Supreme Court in the *Obergefell* cases will find all state prohibitions on same-sex marriage, including the failure to recognize lawful same-sex marriages performed out-of-state, as unconstitutional and beneath the equal protection, liberty and dignity guaranteed by the United States Constitution.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.13.15 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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

**Full Title of Ordinance/Resolution**

RESOLUTION URGING A FULL AND IMMEDIATE END TO ALL STATE BANS ON SAME-SEX MARRIAGE ACROSS THE UNITED STATES

**Initiator**

|                     |                                      |                               |
|---------------------|--------------------------------------|-------------------------------|
| Department/Division | Municipal Council                    |                               |
| Name/Title          | Council President Rolando R. Lavarro | Councilperson Candice Osborne |
| Phone/email         | x5268                                | x5315                         |

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

**Resolution Purpose**

To express the position of the Municipal Council of Jersey City in support of a full and immediate end to all state bans on same-sex marriage across the United States and anticipates that the United States Supreme Court in the Obergefell cases will find all state prohibitions on same-sex marriage, including the failure to recognize lawful same-sex marriages performed out-of-state, as unconstitutional and beneath the equal protection, liberty and dignity guaranteed by the United States Constitution.

**I certify that all the facts presented herein are accurate.**

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

5/11/15  
\_\_\_\_\_  
**Date**