

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

City Clerk File No. Res. 10-077

Agenda No. 10.A

Approved: \_\_\_\_\_

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 Fiscal Year 2010 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 Fiscal Year 2010 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 Fiscal Year 2010 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$434,457,140.

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

1. An emergency temporary appropriation is hereby created for:

	FROM	TO
BUSINESS ADMINISTRATOR OE	40,000	55,000
LAW OE	550,000	750,000
RECREATION OE	220,000	276,000
HEDC DIRECTOR OE	15,675	21,675
CONSTRUCTION CODE OE	76,500	109,000
TENANT LANDLORD RELATIONS OE	10,050	10,550
COMMUNITY DEVELOPMENT OE	2,750	4,050
COMMERCE OE	21,125	33,125
ECONOMIC DEVELOPMENT OE	4,350	4,850
DIVISION OF SENIORS AFFAIRS	67,475	83,475
HHS DIRECTORS OFFICE	24,325	36,325
CITY PLANNING OE	8,150	10,650
HOUSING CODE ENFORCEMENT OE	28,898	41,623
PLANNING BOARD	61,650	72,300
BOARD OF ADJUSTMENT	48,135	68,785
ZONING OFFICER OE	11,550	15,150
CELEBRATION OF PUBLIC EVENTS	5,000	9,500
MUNICIPAL RENT	2,450,000	3,195,000
ETHICAL STANDARDS BOARD	10,000	15,000
ROID-(Recreational Opportunity Individual Disability)	0	24,000
NJDOT-(Newark Ave Roadway Improvements)	0	4,311,708
PORSCHE	195,000	201,900
SENIOR NUTRITION PROGRAM	0	57,823
SENIOR NUTRITION PROGRAM- ARRA	0	130,169
SENIOR AFFAIRS	0	65,000

City Clerk File No. Res. 10-077

Agenda No. 10.A

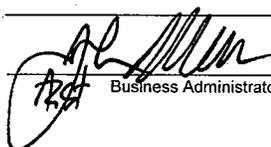
TITLE:

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION**

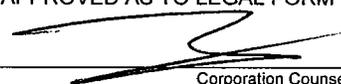
2. Said emergency temporary appropriation will be provided for in the Fiscal Year 2010 Municipal Budget.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

 \_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

\_\_\_\_\_  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-078

Agenda No. 10.B

Approved: \_\_\_\_\_



TITLE: **RESOLUTION AUTHORIZING THE EXTENSION OF TERM OF A LICENSE AGREEMENT WITH RAV GROUP, LLC FOR THE USE OF CITY OWNED PROPERTY LOCATED AT BLOCK 1471.D LOT 1.C LOCATION 446-448 OCEAN AVENUE**

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

**WHEREAS**, the City of Jersey City is the owner of Block 1471.D Lot 1.C Address 446-448 Ocean Avenue; and

**WHEREAS**, Rav Group, LLC has been utilizing said properties for the purpose of repairing 450 Ocean Avenue which is owned by Rav Group, LLC since November 7, 2007; and

**WHEREAS**, as per the attached letter from Rav Group, LLC they are requesting another extension for an additional two months; and

**WHEREAS**, Rav Group, LLC will fully indemnify and defend the City and insure the City for any damages or injuries arising from its use of the Property; and

**WHEREAS**, the term of the License shall be from Monday thru Friday 8:00 A.M. to 5:00 P.M. for two (2) months expiring on April 2, 2010.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator be authorized to:

1. Execute an Amended License Agreement granting permission to Rav Group, LLC to enter onto Property owned by the City of Jersey City from Monday thru Friday from 8:00 A.M. to 5:00 P.M. for two (2) months expiring on April 2, 2010.
2. The Amended License Agreement shall be in substantially the form attached, subject to such modification or additional terms and conditions as the Business Administrator and Corporation Counsel deem necessary and appropriate; and
3. Take such other actions as may be necessary to effectuate the purposes of the agreement.

APPROVED: *Ann Marie Miller*  
Ann Marie Miller, Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

2010005

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

# Rav Group, LLC

81-83 Vesey Street, Newark, NJ 07105  
Office: 973-491-0403 & Fax: 973-491-0432

Sent via fax: 201-547-5711  
Attention: Ms. Ann Marie Miller

January 25, 2010

Ms. Ann Marie Miller  
Real Estate Manager  
City of Jersey City  
Real Estate Office  
280 Grove Street  
Jersey City, NJ 07302

RE: Block 1471.D Lot 1.C  
Address: 446-448 Ocean Avenue

Ms. Miller:

Please accept this letter as our request to extend the license agreement along with the key to the gate for the above reference city-owned properties for approximately two (2) months.

Sincerely,

A handwritten signature in black ink, appearing to read 'Colleen Pires', with a long horizontal stroke extending to the right.

Colleen Pires  
Rav Group, LLC

## AMENDED LICENSE AGREEMENT

This **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of the New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and **RAV GROUP, LLC** 81-83 Vessey Street, Newark, New Jersey 07105.

**WITNESSETH** that:

1. The City is the owner of certain property located at Block 1471.D Lot 1.C  
Location 446-448 Ocean Avenue .
2. Licensee has a temporary need for use of the City Property for the following purposes and no other purpose whatsoever: to enter onto City Property to repair the property located at 450 Ocean Avenue.
3. This License is from Monday thru Friday 8:00 A.M. to 5:00 P.M. for two months expiring on April 2, 2010.
4. The City agrees to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to enter onto the City Property for the purposes set forth above of and for no other purpose whatsoever.
5. No permanent improvements are permitted on the City Property.
6. Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any environmental damage or claims caused or exacerbated by the use of the Property, arising by reason of this Agreement or the use of the Property by Licensee or any of its agents, servants, employees, contractors or invitees, in, or on

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

City: City of Jersey City  
Office of Real Estate  
Room B10 City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Licensee: Rav Group, LLC  
81-83 Vessey Street  
Newark, New Jersey 07105

12. 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 any City utilities and for any public purpose.

13. Licensee shall at its own cost and expense, restore the property to the same condition it was in prior to the commencement date of this License to the reasonable satisfaction of the City .

14. 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 Licensee will not acquire any prescriptive interest or rights whatsoever to the City Property under this License.

15. Licensee shall not assign this Agreement, or any part thereof, or occupy the Property for any other reasons or reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

16. The City reserves the right to terminate the License at any time during the term hereof with or without cause, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon (10) days prior written notice to Licensee.

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

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
Robert Byrne  
City Clerk

\_\_\_\_\_  
Brian O' Reilly  
Business Administrator

**WITNESS:**

**RAV GROUP, LLC**

\_\_\_\_\_  
Jack Pires  
Managing Member

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

City Clerk File No. Res. 10-079

Agenda No. 10.C

Approved: \_\_\_\_\_

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A LEASE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AS LESSEE AND 18 ASH STREET REALTY, LLC., AS LESSOR, FOR FIRE AND EMERGENCY STORAGE SPACE IN THE PREMISES AT LOCATED AT 46 STATE STREET, JERSEY CITY, NEW JERSEY**



**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City ("City") has and continues to have need of storage space for equipment used by the City's Fire and Emergency Services; and

**WHEREAS**, 18 Ash Street Realty, LLC, as lessor, entered into a one-year lease (the "Lease") with the City, as lessee, for 6,000 square feet of storage space at 46 State Street, Jersey City, New Jersey (the "Premises") under the authority of Ordinance 06-033, another one-year renewal lease (the "First Renewal Lease") under the authority of Ordinance 07-051, a second one-year renewal lease (the "Second Renewal Lease"), under the authority of Ordinance 07-181 and a third one-year renewal lease (the "Third Renewal Lease") under the authority of Ordinance 08-149; and

**WHEREAS**, the Third Renewal Lease ended on December 31, 2009, but, at paragraph 2, permits the City to enter into a fourth renewal of the Lease for the time period between January 1, 2010 and December 31, 2010 under the same terms, provisions, covenants and conditions as set forth in the Third Renewal Lease, except for the amount of rent which shall be increased by five percent (5%) over the \$4,190 per month payable under the Third Renewal Lease; and

**WHEREAS**, the City will, therefore, pay to the lessor the monthly base rent of \$4,400.00, which is \$52,800.00, annually; and

**WHEREAS**, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance, acquire property by lease; and

**WHEREAS**, funds in the amount of \$52,800.00 are available in Account No. 09-17-289-56-0009-002.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Lease Agreement with 18 Ash St, LLC for storage space for equipment used by the City's Fire and Emergency Services located at 46 State Street, Jersey City, New Jersey.
  2. The term of the Lease shall be one (1) year commencing on January 1, 2010 and ending on December 31, 2010.
  3. The total rental fee shall not exceed \$52,800 and shall be payable in 12 equal installments of \$4,400.00 per month, payable on the first day of each month.
  4. Funds in the amount of \$ 52,800.00 are available in Account No.09-17-289-56-0009-002.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

City Clerk File No. Res. 10-079

Agenda No. 10.C

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A LEASE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AS LESSEE AND 18 ASH STREET REALTY, LLC., AS LESSOR, FOR FIRE AND EMERGENCY STORAGE SPACE IN THE PREMISES LOCATED AT LOCATED AT 46 STATE STREET, JERSEY CITY, NEW JERSEY**

- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore, underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

I, \_\_\_\_\_ Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$52,800.00 are available in Account No.09-17-289-56-0009-002.

JD/cw  
1/25/10  
No. 2010016

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

## **FOURTH RENEWAL LEASE**

**WHEREAS**, on January 1, 2006, *the City of Jersey City*, 280 Grove St., Jersey City, New Jersey 07302, as Lessee (the "City"), and *18 Ash Street Realty, LLC*, having an office at 44 State Street, Jersey City, New Jersey 07304, as Lessor, entered into an Agreement of Lease (the "Lease Agreement") wherein the City rented 1,000 sq. ft. of space located at 46 State Street, Jersey City, New Jersey (the "Premises"), for the term of one-year at the base rent of \$45,600.00 (the "Base Rent"), the Lease Agreement being a "net lease" with taxes and other costs paid directly by the City; and

**WHEREAS**, the Premises have been used for storage space for the City's Fire and Emergency Services;

**WHEREAS**, the Lease Agreement was authorized by City Council Ordinance 06-033; and

**WHEREAS**, the Lease Agreement was thereafter renewed three times and approved by the City Council as Ordinance 07-051, Ordinance 07-181 and Ordinance 08-149, respectively; and

**WHEREAS**, the Third Renewal Lease provided for an increase in the Fourth Renewal Lease of five percent (5%) in the rent payable to the Lessor

**WHEREAS**, the City has determined that it is in its best interests to again renew the Lease Agreement on the terms and provisions heretofore approved, with the five percent (5%) increase in rent provided for in the Third Renewal Lease as approved by Ordinance 08-149.

**NOW, THEREFORE**, in consideration of the Premises, the rent payable hereunder, and other good and valuable consideration, the parties hereto agree as follows:

1. Commencing on January 1, 2010, the base rent payable to the landlord shall be \$52,800.00 per annum (the "Rent"), payable in twelve (12) equal monthly installments of \$4,400.00, with all other costs, including utilities and taxes paid by the Lessee to the Lessor.

2. The Lessor agrees to give the lessor a "Fourth Renewal Lease" for the next ensuing year, January 1, 2010 through December 31, 2010, again with a five percent (5%) increase in the Rent for the calendar year 2011, which shall be \$55,4400.00, payable in twelve (12) equal monthly installments of \$4,620.00.

3. All other terms, provisions, covenants, and conditions contained in the original Lease Agreement dated January 1, 2006 will remain in full force and effect.

LESSEE  
CITY OF JERSEY CITY

LESSOR:  
18 ASH STREET REALTY, LLC

By: \_\_\_\_\_  
Mayor or Business Administrator

By: \_\_\_\_\_  
Peter Gargiulo, Managing Member

ATTEST:

ATTEST:

\_\_\_\_\_  
Robert Byrne, City Clerk

\_\_\_\_\_  
, Member

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

City Clerk File No. Res. 10-080

Agenda No. 10.D

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON DECEMBER 29, 2009 FOR TEN (10) 2010 HARLEY DAVIDSON FLHP ELECTRA GLIDE SOLO CERTIFIED TRAFFIC LAW ENFORCEMENT MOTORCYCLES FOR THE POLICE AND DEPARTMENT OF PUBLIC WORKS / AUTOMOTIVE DIVISION**

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 Harley Davidson Enforcement Motorcycles for the City of Jersey City (City); and

**WHEREAS**, the City accepted bids on December 29, 2009 from two bidders Highroads Harley Davidson and Barb's Harley Davidson; and

**WHEREAS**, Barb's Harley Davidson submitted the low bid of \$ 141,500.00; and

**WHEREAS**, various changes need to be made to the original bid specification to include model, year and additional options such as bigger engines, lights and sirens; and

**WHEREAS**, these changes are necessary for law enforcement officers when responding to emergency calls for their safety and the general public as a whole; and

**WHEREAS**, the City desires to reject all bids received on December 29, 2009; and

**WHEREAS**, N.J.S.A. 40A:11-13.2(d) authorizes the rejection of all bids when the City desires to substantially revise bid specifications; and

**NOW, THEREFORE IT BE RESOLVED**, by the Municipal Council of the City of Jersey City that because of the above stated reasons which are incorporated herein, all bids received on December 29, 2009 for Harley Davidson Enforcement Motorcycles are rejected and the Purchasing Agent is authorized to rebid the contract using revised bid specifications.

APPROVED: Rodney W. Harley  
Rodney W. Harley, Director, Department of Public Works

APPROVED: [Signature]  
Business Administrator

RWH/sb  
February 03, 2010

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required   
Not Required

**APPROVED**  
**2/10/10**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				2/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

\_\_\_\_\_  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-081  
Agenda No. 10.E  
Approved: \_\_\_\_\_  
TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL, OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS, GLENVIEW TOWNHOUSES PHASE II EAST AND WEST (LAFAYETTE GARDENS FAMILY HOUSING PHASE VII), WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY.**

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COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, Lafayette Family Phase V Urban Renewal Associates, L.P. (hereinafter Referred to as the "Sponsor") propose to construct a mixed income family housing project consisting of sixty-four (64) townhouse units in eight (8) buildings (hereinafter referred to as the 'Project') pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated there under at N.J.A.C. 5:80-1.1 et seq. and all applicable guidelines promulgated there under (the foregoing hereinafter collectively referred to as the "HMFA requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as part of Block 2088.1, a portion of lot 11 (proposed as Lot 11 C) and Lot 5 as shown on the Official Assessment Map of the City of Jersey City, Hudson County and commonly known as Glenview Townhomes Phase II East and West which is located at and 511 Grand Street, Jersey City, NJ 07302 and 296 Woodward Street, Jersey City, NJ 07304; and

**WHEREAS**, the Project will contain thirty-eight (38) public housing units affordable to households up to 80% of the Hudson County median income level adjusted for family size (of which 33 are limited to households whose income does not exceed 60% of Hudson County Median Income); eighteen (18) units affordable to households at or below 60% of the Hudson County median income level adjusted for family size; and eight (8) market rate units; and

**WHEREAS**, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

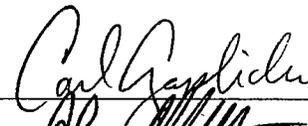
**WHEREAS**, the Project will be subject to requirements of the New Jersey Department of Community Affairs; (hereinafter referred to as the "Department of Community Affairs"), Neighborhood Preservation Balanced Housing Program in accordance with N.J.S.A 52:27D-320 and applicable rules promulgated there under at N.J.A.C 5:43-1.1 et seq., and the mortgage and other loan documents executed between the Sponsor and the Commissioner of the Department of Community Affairs; and

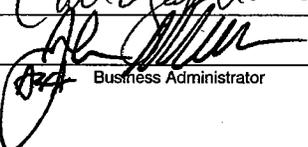
**WHEREAS**, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL, OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS, GLENVIEW TOWNHOUSES PHASE II EAST AND WEST (LAFAYETTE GARDENS FAMILY HOUSING PHASE VII), WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY.**

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

1. The Council finds and determines that Lafayette Gardens Family Housing Phase VII as proposed by the Sponsor meets or will meet an existing housing need;
2. The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

APPROVED:  APPROVED AS TO LEGAL FORM 

APPROVED:  Business Administrator  Corporation Counsel

Certification Required

Not Required  **APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
<b>DONNELLY</b>				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA, F			

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

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

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

City Clerk File No. Res. 10-082  
 Agenda No. 10.F  
 Approved: \_\_\_\_\_  
 TITLE: \_\_\_\_\_



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS, A. HARRY MOORE PHASE IV, WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY.**

COUNCIL \_\_\_\_\_ offered and moved adoption of the following resolution:

**WHEREAS**, AHM Housing Associates IV, LLC ("Sponsor") proposes to construct a fifty-six (56) unit affordable housing project ("Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated hereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder ("HMFA" Requirements") within the City of Jersey City on a site located on part of the former A. Harry Moore public housing site at Block 1651, Lot 6 as shown on the Official Assessment Map of the City of Jersey City, Hudson County, New Jersey; and

**WHEREAS**, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency ("Agency"); and

**WHEREAS**, pursuant to the HMFA Requirements, the governing body of the City of Jersey City hereby determines that there is a need for this housing project in Jersey City.

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

1. The City Council finds and determines that the 56-unit affordable rental Project proposed by the Sponsor meets or will meet an existing housing need;
2. The City Council does hereby adopt the within Resolution and makes the determination and finds herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

APPROVED: Carl Caplice APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] Corporation Counsel  
 Business Administrator  
 Certification Required   
 Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
<b>DONNELLY</b>				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA,			

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

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

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

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

City Clerk File No. Res. 10-083

Agenda No. 10.G

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED PROJECT, KNOWN AS THE SUMMIT AVENUE CENTER FOR OPPORTUNITY WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY.**

---

COUNCIL adoption of the following resolution:

offered and moved

**WHEREAS**, Summit Avenue Center for Opportunity, LLC (hereinafter referred to as the "Sponsor") proposes to construct a residential building consisting of sixty (60) residential units, ground floor retail, and on site parking, of which fifty-eight residential units will be affordable units (56 moderate and 2 very low income) and two residential units will be market rate units (hereinafter referred to as the "project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as Lots 8.C, 8.E and 9.A (also identified on the Jersey City Tax maps as Lots 8.C, 8.E, 9.A, 10.A and 11.A) in Block 1917, as shown on the Official Assessment Map of the City of Jersey City, Hudson County and commonly known as 55 Clifton Place and 136 – 142 Summit Avenue, Jersey City, New Jersey; and

**WHEREAS**, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

**WHEREAS**, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED PROJECT, KNOWN AS THE SUMMIT AVENUE CENTER FOR OPPORTUNITY WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY.**

COUNCIL \_\_\_\_\_ offered and moved adoption of the following resolution:

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Jersey City (the "Council") that:

(1) The Council finds and determines that the Project proposed by the Sponsor, which includes the development of a residential building consisting of sixty (60) residential units, ground floor retail, and on site parking, of which fifty-eight residential units will be affordable units (56 moderate and 2 very low income) and two residential units will be market rate units, meets or will meet an existing housing need;

(2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

APPROVED: Carl Gasplidi APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator Corporation Counsel

2277764-01

Certification Required   
 Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
<b>DONNELLY</b>				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-084

Agenda No. 10.H

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ACCEPTING A GRANT AND AUTHORIZING THE EXECUTION OF A GRANT  
AGREEMENT WITH THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND  
HUMAN SERVICES OFFICE ON AGING**

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

WHEREAS, the City of Jersey City, Department of Health and Human Services Division of Senior Citizen Affairs (City) is desirous of entering into a grant agreement with the County of Hudson Department of Health and Human Services Office on Aging (County) in order to provide meals to senior congregate sites and to homebound elderly over the age of 60 years to ensure their well being; and

WHEREAS, this grant is for the period of January 1, 2010 thru December 31, 2010 in the amount of \$1,053,500; and

WHEREAS, the City will provide monetary matching funds in the amount of \$263,375, which will be allocated under FY 2010 temporary budget; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services Office on Aging.

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 accept for the City of Jersey City, Department of Health and Human Services Division of Senior Citizen Affairs a grant for calendar year 2010 in the amount of \$1,053,500 from County of Hudson Department of Health and Human Services Office on Aging.
2. The City will provide monetary matching funds in the amount of \$263,375.
3. The Mayor and/or Business Administrator is authorized to execute the grant agreement, in substantially the form of the attached.

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

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

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

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

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
<b>DONNELLY</b>				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA,			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

**Peter M. Brennan,** \_\_\_\_\_, President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**County of Hudson  
Department of Health and Human Services  
Area Agency on Aging**

**Title III Subcontractor Agreement**

Grant Agreement Number: #205

Contract Period: January 1, 2010 thru December 31, 2010

Project Name: City of Jersey City Senior Congregate Meals

Grantee: City of Jersey City, Dept. of Health & Human Services  
Division of Senior Citizen Affairs

Project Director: Jerome Colwell

Address: 201 Cornelison Avenue  
Jersey City, New Jersey 07304

Telephone: (201)547-6902 Fax: (201)547-6816

**ATTACHMENTS**

- A. Standard Language Document and Signature Page
- B. Notary by Clerk to Board of Chosen Freeholders
- C. Unit Cost Summary Page
- D. Detailed Budget Pages
- E. Programmatic Elements
- F. Grant Compliance Guidelines
- G. Reporting Requirements
- H. Contribution Guidelines
- I. Equipment Inventory Requirements
- J. Grievance Procedures
- K. Subcontractor Proposal

**County of Hudson  
Department of Health and Human Services  
Area Agency on Aging**

**Title III Subcontractor Agreement**

Grant Agreement Number: #206

Contract Period: January 1, 2010 thru December 31, 2010

Project Name: City of Jersey City Senior Home Delivered Meals

Grantee: City of Jersey City, Dept. of Health & Human Services  
Division of Senior Citizen Affairs

Project Director: Jerome Colwell

Address: 201 Cornelison Avenue  
Jersey City, New Jersey 07304

Telephone: (201)547-6902 Fax: (201)547-6816

**ATTACHMENTS**

- L. Standard Language Document and Signature Page
- M. Notary by Clerk to Board of Chosen Freeholders
- N. Unit Cost Summary Page
- O. Detailed Budget Pages
- P. Programmatic Elements
- Q. Grant Compliance Guidelines
- R. Reporting Requirements
- S. Contribution Guidelines
- T. Equipment Inventory Requirements
- U. Grievance Procedures
- V. Subcontractor Proposal

**County of Hudson  
Department of Health and Human Services  
Area Agency on Aging**

**Title III Subcontractor Agreement**

Grant Agreement Number: #207

Contract Period: January 1, 2010 thru December 31, 2010

Project Name: City of Jersey City Senior Weekend Meals

Grantee: City of Jersey City, Dept. of Health & Human Services  
Division of Senior Citizen Affairs

Project Director: Jerome Colwell

Address: 201 Cornelison Avenue  
Jersey City, New Jersey 07304

Telephone: (201)547-6902 Fax: (201)547-6816

**ATTACHMENTS**

- W. Standard Language Document and Signature Page
- X. Notary by Clerk to Board of Chosen Freeholders
- Y. Unit Cost Summary Page
- Z. Detailed Budget Pages
- AA. Programmatic Elements
- BB. Grant Compliance Guidelines
- CC. Reporting Requirements
- DD. Contribution Guidelines
- EE. Equipment Inventory Requirements
- FF. Grievance Procedures
- GG. Subcontractor Proposal

**County of Hudson  
Department of Human Services  
Area Agency on Aging**

**Attachment A**

**Standard Language Document**

This Agreement is effective as of the date recorded on the signature page between the County of Hudson and the SUBGRANTEE identified on the signature page.

**Whereas** the County of Hudson has approved certain moneys for the purchase of services related to the elderly; and

**Whereas** the County has designated the Hudson County Area Agency on Aging (“HCAAA”) of the County Department of Health and Human Services (“Department”) as the administrative office of the County responsible for the administration of monies allocated by the County for services under this Agreement; and

**Whereas**, the New Jersey Department of Health and Senior Services (the “NJDHSS”) has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of elderly service programs; and

**Whereas** the County desires that the SUBGRANTEE provide services and the SUBGRANTEE has agreed to provide said services, in accordance with the terms and conditions contained in this Contract;

THEREFORE the Department and the SUBGRANTEE agree as follows:

**I. Definitions**

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

Annex (es) means the attachment(s) to this document containing programmatic and financial information.

Contract means the document, the Annex (es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire Agreement between the parties.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the SUBGRANTEE. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed

to the persons and addresses specified for such purpose in the Annex (es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address know by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term, that results from action taken by the Department or SUBGRANTEE in accordance with the provisions contained in this Contract.

## **II. Basic Obligation of the Department**

Section 2.01 Payment. As established in the Annex (es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex (es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex (es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.08 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials Upon written request of the SUBGRANTEE, the Department shall make available to the SUBGRANTEE copies of federal and State regulations and other material specifically referenced in this document.

## **III. Basic Obligation of the SUBGRANTEE**

Section 3.01 Contract Services The SUBGRANTEE shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting The SUBGRANTEE shall submit to the Department programmatic and financial reports on forms provided by the Department and any additional forms that may be required to meet reporting requirements under this agreement. The report frequency and due date(s) are specified, and sample forms to be used are included in the Annex (es), or otherwise made available by the Department.

Section 3.03 Compliance with Laws The SUBGRANTEE agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulation referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Set-Off for State Tax Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer (SUBGRANTEE), partnership or corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner, or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction, which might be attributable to the taxpayer, partner, or shareholder subject to, set-off under this Act.

The Director of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.05 Affirmative Action During the performance of this Contract, the SUBGRANTEE agrees as follows:

The SUBGRANTEE and its subcontractors, 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, sex or disability. Except with respect to affectional sexual orientation, the SUBGRANTEE will take to ensure that such applicants are recruited and employed.

The SUBGRANTEE will also take affirmative action to ensure that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE 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 SUBGRANTEE and its subcontractors, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the SUBGRANTEE, shall state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability.

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

The SUBGRANTEE and its subcontractors, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amend and supplemented from time to time.

The SUBGRANTEE and its subcontractors agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital

status. Affectional or sexual orientation, sex or disability, and that it will discontinue the use of any recruitment agency, which engages in direct or indirect discriminatory practices.

The SUBGRANTEE and its subcontractors 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.

The SUBGRANTEE and its subcontractors 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, martial status, affectional or sexual orientation, sex or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The SUBGRANTEE and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Section 3.06 Department Policies and Procedures. In the administration of this Contract, the SUBGRANTEE shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.07 Financial Management System. The SUBGRANTEE's financial management system shall provide for the following:

- a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the SUBGRANTEE;
- b) records adequately identifying the source and application of all SUBGRANTEE funds and all funds administered by the SUBGRANTEE. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income;
- c) effective internal control structure over all funds, property and other assets. The SUBGRANTEE shall adequately safeguard all such assets and shall ensure that they used solely for authorized purposes;
- d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the SUBGRANTEE;
- e) accounting records supporting by source documentation;
- f) procedures to minimized elapsed time between any advance payment issues and the disbursement of such advance funds by the SUBGRANTEE; and

- g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.08 Audit The Department requires submission of the SUBGRANTEE's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accounts and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the SUBGRANTEE's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the SUBGRANTEE under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and /or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The SUBGRANTEE is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the SUBGRANTEE continues to be subject to such audit until it is completed and resolved.

Section 3.09 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the SUBGRANTEE must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of \$2,000 utilized through a subsequent SUBGRANTEE contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with N.J. Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The SUBGRANTEE must determine of the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

#### **IV. Termination**

The Department may terminate or suspend this Contract in accordance with the section listed below.

Section 4.01 Termination for Convenience by the Department or SUBGRANTEE. The Department or SUBGRANTEE may terminate this Contract upon 60 days written advance notice to the other party for any reason whatsoever, including lack of funding by the Department.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduce its allocation to the Department, the Department reserves the right, upon notice to the SUBGRANTEE, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause. If the SUBGRANTEE fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the SUBGRANTEE in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to expiration, in whole or in part, whenever it is determined that the SUBGRANTEE has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the SUBGRANTEE's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of paragraph IV. Or Policy Circular P9.05, Contract Default, the SUBGRANTEE shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs, which the SUBGRANTEE could not reasonably avoid during the Termination process to the extent that said costs, are determined to be necessary and reasonable.

The SUBGRANTEE and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.08 Audit.

## **V. Additional Provisions**

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

Section 5.02 Assignment and Subcontractors. This Contract, in whole or in part, may not be assigned by the SUBGRANTEE or assumed by another entity for any reason, including but not limited to changes in the corporate status of the SUBGRANTEE, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may (i) approve the assignment and continue the Contract to term; (ii) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (iii) disapprove the assignment and either terminate the Contract or continue the Contract with the original SUBGRANTEE.

Section 5.03 Client Fees. Other than as provided for in the Annex (as) and/or Department-specific policies, the SUBGRANTEE shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The SUBGRANTEE shall assume all risk of an responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and it employees from and against any and all claims, demands, suits, actions, recoveries, judgements and costs, and expenses in

connection therewith on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (i) the work, service or materials provided under this Contract; or (ii) any failure to perform the SUBGRANTEE's obligations under this Contract or any improper or deficient performance of the SUBGRANTEE's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the SUBGRANTEE under this Contract, nor shall they be construed to relieve the SUBGRANTEE from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The SUBGRANTEE shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the SUBGRANTEE fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the SUBGRANTEE, reduce payment to the SUBGRANTEE by the amount of the premium payment.

Section 5.06 Modification and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplement shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the SUBGRANTEE or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the SUBGRANTEE in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The SUBGRANTEE agrees in the performance of this Contract to be sensitive to the needs of the minority population of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The SUBGRANTEE shall make programs linguistically appropriate and culturally relevant to undeserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, SUBGRANTEE shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights. The Department reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or

federally-funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract and subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the SUBGRANTEE has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the SUBGRANTEE

Section 5.12 Sufficiency of Funds. The SUBGRANTEE agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure(s):

A separate Contract confirmation letter shall be sent by the Department to the SUBGRANTEE prior to the effective date of the Contract. The confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized SUBGRANTEE signatory and returned to the Department. The Contract shall not be valid or binding and no payment(s), other than the Initial Advance Payment will be approved until the Bureau of Financial Reporting is in receipt of a properly executed confirmation letter.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter shall be initiated that follows the same procedure as the Contract confirmation letter.

The Contract term and reimbursement ceiling specified in the Contract confirmation letter(s) are hereby incorporated into and made a part of this Contract.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with SUBGRANTEE management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the SUBGRANTEE during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Subgrantees that Contract with the Department are employees of the SUBGRANTEE, not the State or County.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Subgrantees are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Health and Human Services.

As such, the SUBGRANTEE acknowledges that it is an independent SUBGRANTEE, providing services to the Department of Health and Human Services, typically through a contract-for-services agreement. As independent grant recipients, the SUBGRANTEE is responsible for the organization's overall function, including the overseeing and monitoring of its operations, the establishing of salary and benefit levels for its employees, and the handling of all personnel matters as the employer of its workers.

The SUBGRANTEE acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with SUBGRANTEE through regulatory oversight and ensuring contractual performance, the SUBGRANTEE understands that the Department is not the employer of any SUBGRANTEE employees.

The SUBGRANTEE further acknowledges that while the Department reimburses the SUBGRANTEE for all allowable costs under this Agreement, this funding mechanism does not translate into the Department's being responsible for any of the elements of any collective bargaining agreements into which SUBGRANTEE may enter. Moreover, the SUBGRANTEE understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility which assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of the Executive Order No. 189, no Subgrantee shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee, as defined by N.J.S.A. 52:13D-13B and e, in the Department of Treasury or any other agency with which such subgrantee transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13I, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any subgrantee to the Attorney General and the Executive Commission on Ethical Standards.

No subgrantee may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Subgrantee to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the actuality or appearance of a conflict of interest.

No subgrantee shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee.

No subgrantee shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Subgrantee or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Subgrantees under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethnic Standards may promulgate.

**Contract Signatures and Dates**

The terms of this Contract have been read and understood by the persons whose signatures appear below, the parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V and any related Annexes.

This contract contains **10** pages plus attachments and is the entire Agreement between the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible, the parties having made the Contract as the final and complete expression of their agreement.

**As to the COUNTY:**

**As to the SUBGRANTEE:**

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(type name)

\_\_\_\_\_  
(type name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Departmental Representative:**

**Subgrantee:**

\_\_\_\_\_

\_\_\_\_\_

**Contract Effective Date:** \_\_\_\_\_

**Contract Expiration Date:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_

**Contract Ceiling:** \_\_\_\_\_

**Federal ID#** \_\_\_\_\_

County of Hudson Area Agency on Aging  
Title III Subcontract Agreement

Attachment B

*ACKNOWLEDGMENT by Clerk to the Board of Chosen Freeholders*

*STATE OF NEW JERSEY:*

*COUNTY OF HUDSON :*

*BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared ALBERTO G. SANTOS, who by me duly sworn according to Law, on her oath says that he is the Clerk of the Board of Chosen Freeholders of the County of Hudson and that THOMAS A. DEGISE is the Chief Executive, that he knows the corporate seal of said County of Hudson and that the seal affixed to the foregoing instrument is the seal of said County; and the said THOMAS A. DEGISE, as County Executive, signed said instrument and affixed said seal thereto as his voluntary act and deed for the uses and purposes therein expressed, in attestation whereof, he, the said ALBERTO G. SANTOS, as Clerk, subscribed his name thereto.*

---

*ALBERTO G. SANTOS*

*Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2009.*

---

*A Notary Public of the State of New Jersey*

County of Hudson  
Department of Health and Human Services  
2010  
Grant Agreement Title III

**Budget Summary**

1. Title of Project:
----------------------

2. Type of Application: <b>RENEWAL</b>	Contract #:
--	-------------

3. Project Director:	6. Project Period:
----------------------	--------------------

4. Applicant Agency and Address:	7. Type of Organization:
----------------------------------	--------------------------

5. Budget Summary:	
A. Total Project Cost:	\$ _____
B. Less Project Income:	\$ _____
C. Net Project Cost:	\$ _____
D. Less Provider Match:	\$ _____
E. Title III Funds Requested	\$ _____

County of Hudson  
Department of Health and Human Services

Grant Agreement Title III

Attachment C  
Unit Cost Budget Summary

Provider \_\_\_\_\_

Contract# \_\_\_\_\_

Program Year 2010

Taxonomy	Service	Total Cost	Clients	Units	Unit Cost
Total Contract Amount		\$0	0	0	

**General Contract Information**

Agency Name : \_\_\_\_\_ Agency Federal ID#: \_\_\_\_\_  
 Address : \_\_\_\_\_ Charities Registration #: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_ ( ) Non-profit Agency ( ) For-Profit Agency ( X ) Public Agency  
 \_\_\_\_\_ ( ) Hospital-Based  
 Chief Executive Officer: \_\_\_\_\_ Budget Period \_\_\_\_\_ to \_\_\_\_\_ Agency FY End \_\_\_\_\_  
 Prepared By: \_\_\_\_\_ Schedules Completed: 1 2 3 4 5 6 7 8 9 10 11

( X ) Cash Basis ( ) Accrual Basis

Contracting Division	Contract Number	Program Name	Reimbursable Ceiling	Type of Services	Payment Method	Division Contact Person	Provider Agency Contact Person & Telephone#
Hudson County AAA	0	0	0	0	Reimb		

Division Use Only _____ Contract Number _____ Effective Date _____ Division _____	Budget: I certify that the cost data used to prepare this contract budget is current, and in accordance with the governing principles for determining costs. _____ Agency Authorized Signatory _____ Fiscal Officer Expenditure Report: I certify that the expenditures reported herein are current, accurate, and in accordance with the contract budget and the governing principles for determining costs.
--	--

**Expense Summary**

Project Name: \_\_\_\_\_ Contract#: \_\_\_\_\_  
 Agency Name: \_\_\_\_\_

Service Code: \_\_\_\_\_ Period Covered: \_\_\_\_\_

Budget Category	1	2	3	4	5	7
	Total	HCAAA Funding Request	Grantee Cash Match	Grantee In-Kind Match		
A. OPERATING PERSONNEL, INCLUDING FRINGE			0	0		
B. NON-OPERATING PERSONNEL, INCLUDING FRINGE*	0	0	0	0		
C. CONSULTANT & PROFESSIONAL FEES	0	0	0	-----		
D. TRAVEL	0	0	0	-----		
E. FOOD				-----		
F. BUILDING	0	0	0	0		
G. PRINTING AND OFFICE SUPPLIES	0	0	0	-----		
H. EQUIPMENT	0	0	0	-----		
I. OTHER	0	0	0	-----		
J. TOTAL COST	0	0	0	0		

\* Personnel not directly involved in providing a service or product. Must not exceed 15% of Total Personnel

Sources of funding other than the County of Hudson Department of Health and Human Services:

Name	Amount
Project Income (Client Revenue)	0
Match - Local PUBLIC	0
Match - Local PRIVATE	
<b>Total Sources of non-HCAAAA Funding</b>	<b>0</b>

Total Projected No. of Units:	#DIV/0!	(Column 1/ Units)
Total Unit Price	#DIV/0!	(Column 2/ Units)
Reimbursable Unit Price (Exclusive of Projected Income)	#DIV/0!	(Column 2/ Units)

County of Hudson  
 Department of Health and Human Services  
 Annex B: Contract Expense Detail  
 Sheet 3 of 12

HCAAA RFP  
 APC 2007-2009

Operating Personnel

Project Name: 0

Agency Name: 0

Contract#: 0

Service Code:

Period Covered: 0

Name	Position Title	Annual Salary	Percent Time on Project	Annual Cost to Project	HCAAA Funding Request	Grantee Cash Match	Grantee In-Kind Match
Jerome Colwell							0
Marilyn Moore							0
Antoninette Guarini							0
Janet Walker							0
Willie Moore				0			0
Anthony Stone				0			0
Ana Melendez				0			0
Angel Velez Jr.				0			0
Chester Jenkins				0			0
Felix Alamo (to be replaced)				0			0
				0			0
				0			0
				0			0
				0			0
				0			0
Salary Subtotal		0		0	0	0	0
Fringe @		0		0	0	0	0
<b>Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



















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

City Clerk File No. Res. 10-085

Agenda No. 10.1

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH  
TEAM WALKER FOR THE USE OF CITY OWNED  
PROPERTY LOCATED AT BLOCK 2042 LOTS 6, 7, 8  
ADDRESS 373-375-377 COMMUNIPAW AVENUE**

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

**WHEREAS**, the City of Jersey City is the owner of property located in Block 2042 Lots 6,7,8 , more commonly known as 373-375-377 Communipaw Avenue; and

**WHEREAS**, Team Walker needs to enter on the City's property to evaluate the property and perform feasibility analysis of the property for use as affordable housing ; and

**WHEREAS**, Team Walker will fully defend and insure the City for any damages or injuries arising from its use of property; and

**WHEREAS**, it is in the best interest of the City of Jersey City to permit Team Walker access to the property, subject to the terms and conditions set forth in the License agreement attached.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator are hereby authorized to:

1. A license agreement granting permission to Team Walker to enter onto Block 2042 Lots 6,7,8, more commonly known as 373-375-377 Communipaw Avenue for a period not to exceed 90 days commencing on the date the agreement is signed.
2. The License Agreement shall be in substantially the form attached, subject to such modification or additional terms and conditions as the Business Administrator and Corporation Counsel deem necessary and appropriate.
3. Take such other actions as may be necessary to effectuate the purposes of the agreement.

APPROVED: *Ann Marie Myler* APPROVED AS TO LEGAL FORM

APPROVED: *Ann Marie Myler*, Real Estate Manager  
*[Signature]* Corporation Counsel

Certification Required

Not Required

2010012

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

\_\_\_\_\_  
Robert Byrne, City Clerk

received  
2-1-10



January 20, 2010

Ann Marie Miller, Manager  
Office of Real Estate  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

Re: License Request for Three Months  
373 Communipaw Ave  
375 Communipaw Ave  
377 Communipaw Ave  
Jersey City, New Jersey 07302

Dear Ms. Miller:

TeamWalker would like to make a request on behalf of the City of Jersey City to obtain a License Agreement for three months for the purpose of performing environmental testing on the above properties for the feasibility of building low income housing on the said properties.

Thank you for your anticipated cooperation.

Jerry Walker

A handwritten signature in black ink, appearing to read "Jerry Walker", is written over a solid horizontal line.

316 Communipaw Ave, Jersey City, New Jersey 07304  
Tel. 201-433-1888 Fax. 201-433-4334

**[www.teamwalker.org](http://www.teamwalker.org)**

## LICENSE AGREEMENT

This **AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as “**LICENSOR**” and Team Walker with offices at 316 Communipaw Avenue, Jersey City, New Jersey 07304 hereinafter designated as “**LICENSEE**”.

**WITNESSETH** that:

1. The Licensor is the owner of property located at the following sites in Jersey City, New Jersey as shown on the official map of the Tax Assessor of Jersey City, Hudson County, New Jersey ( hereinafter the “**PROPERTY**” ).

<u>BLOCK</u>	<u>LOT</u>	<u>ADDRESS</u>
2042	6,7, 8	373-375-377 Communipaw Avenue

2. The Licensor agrees to permit the Licensee to enter the land for the sole purpose of conducting architectural and environmental inspections and additional activities.
3. The Licensee agrees that any work performed shall be at the Licensee’s sole cost and expensed and shall be performed by a licensed contractor qualified in the State of New Jersey.
4. All property, for which the Licensee has obtained access pursuant to this Agreement, must and shall be immediately restored to their previous conditions upon completion of conducting architectural and environmental inspections.
5. The Licensee shall defend, indemnify, save and hold harmless the Licensor from any and all accidents, losses, damages, claims, demands, suits, liens, expenses ( including reasonable attorneys’ fees and expenses ) and judgments of any nature arising, or alleged to arise, by reason of this Agreement or the use of the Property by the Licensee or any of its agents, servants, employees, contractors, subcontractors or invitees, in on or about the Property for the purposes set forth above with its permission, express or implied, and whether the use of the Property is within or outside the scope of the above permitted use. The obligations of the Licensee to indemnify the Licensor pursuant to this Section shall survive any termination of this Agreement.
6. The Licensee agrees to carry or require its contractor to carry property damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,00 or such other type and amount as is deemed necessary and appropriate by the City’s Risk Manager. The Licensees shall furnish to the Licensor a Certificate of Insurance for the benefit of the Licensee and Licensor naming the Licensor, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificate of Insurance evidencing policies

or insurance and proof of payment of premium shall be delivered to the Licensor at least one week after execution of this Agreement. The obligation of the Licensee to indemnify the Licensor pursuant to the section shall survive any termination of this Agreement.

7. The Licensee shall further furnish to the Licensor evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Licensee.
8. ALL accidents or injuries to persons, or any damages, etc., occurring as a result of or in connection with the Licensee's use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on the prescribed forms to be provided by the Licensor.
9. The Licensee shall, accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees while on the premises, at no cost to the City of Jersey City.
10. Any equipment installed or used by the Licensee in connection with its use of the Property that may be removed without damage to the licensed premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the Agreement, or not later than two (2) days thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.
11. The Licensee shall provide in writing to the Licensor the names of two (2) authorized representatives of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.
12. All Notices and payments between the parties hereto shall be addressed and delivered to the following:

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

**Licensee:      Jerry Walker  
                    Team Walker  
                    316 Communipaw Avenue  
                    Jersey City, New Jersey 07304**

13. The Licensee shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reason than herein stipulated in this Agreement, under penalty of damages and forfeiture.
14. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of this Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.
15. The Agreement shall commence on the date appearing above and shall automatically terminate within three months thereafter.

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

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byne**  
**City Clerk**

**BY:** \_\_\_\_\_  
**Brian O'Reilly**  
**Business Administrator**

**WITNESS;**

\_\_\_\_\_  
**Jerry Walker**

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

City Clerk File No. Res. 10-086

Agenda No. 10.J

Approved: \_\_\_\_\_

TITLE:



**A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION TO TRANSFER UNCOMMITTED BALANCES IN THE AMOUNT OF \$171,655.28 FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION ANNUAL TRANSPORTATION PROGRAM FY2004 (ATP-JC-2004) TO THE TRAFFIC MARKING MAINTENANCE PROGRAM (PROJECT NO. 09-015)**

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

**WHEREAS**, the City of Jersey City is eligible to receive State funding for transportation projects under the New Jersey Department of Transportation Annual Transportation Program FY2004 (ATP-JC-2004); and

**WHEREAS**, the City of Jersey City has uncommitted balances in the amount of One Hundred Seventy-One Thousand Six Hundred Fifty-Five Dollars and Twenty-Eight Cents (\$171,655.28) of FY2004 (ATP-JC-2004) funds from the Bergen Avenue Section 2 Streetscape City Project No. 03-023 which is closed; and

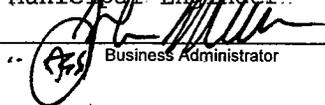
**WHEREAS**, the City of Jersey City has identified a need for funds for the Traffic Marking Maintenance Program (Project No. 09-015); and

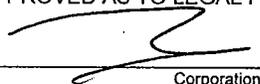
**WHEREAS**, this Project comprises of refurbishing pavement markings (lane lines, crosswalk lines, arrows, legends, etc.), as and where directed by the City, except roadways recently repaved and striped with State sanctioned funds.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and/or Business Administrator be authorized to submit an application to allocate these uncommitted balances for transportation projects under the New Jersey Department of Transportation Annual Transportation Program (ATP-JC-2004), funds from the Bergen Avenue Section 2 Streetscape City Project No. 03-023 which is closed, in the amount of One Hundred Seventy-One Thousand Six Hundred Fifty-Five Dollars and Twenty-Eight Cents (\$171,655.28) to the Traffic Marking Maintenance Program (Project No. 09-015).

APPROVED:   
Director of Traffic & Transportation

APPROVED:  1-26-10  
Municipal Engineer

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

JDS:pc1  
(01.25.10)

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				2/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

A Resolution authorizing submittal of an application to transfer uncommitted balances in the amount of \$171,655.28 from the New Jersey Department of Transportation Annual Transportation Program FY2004 (ATP-JC-2004) to the Traffic Marking Maintenance Program (Project No. 09-015)

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

Joao D'Souza, Director of Traffic & Transportation, Department of Administration, Division of Engineering, Traffic and Transportation

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

Submitting an application to transfer balances (\$171,655.28) from the New Jersey Department of Transportation Annual Transportation Program FY2004 (ATP-JC-2004) funded for the Bergen Avenue Section 2 Streetscape City Project No. 03-023 which is now closed.

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

The City has identified a need for funds for the Traffic Marking Maintenance Program (Project No. 09-015) to refurbish pavement markings (lane lines, crosswalk lines, arrows, legends, etc.) as and where directed by the City, except roadways recently repaved and striped with State sanctioned funds.

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

Improved traffic and pedestrian safety.

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

NO COST TO THE CITY

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

Upon adoption by the Jersey City Municipal Council

**8. Anticipated completion date:**

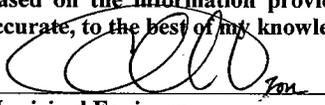
Approximately one (1) year

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

Joao D'Souza, Director of Traffic & Transportation, Department of Administration, Division of Engineering, Traffic and Transportation, 201.547.4470

**10. Additional comments:**

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

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

1-26-10  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**CITY OF JERSEY CITY**  
Division of Engineering  
Traffic and Transportation  
**MEMORANDUM**



RECEIVED

B-1 A 10:37

CITY OF JERSEY CITY, N.J.

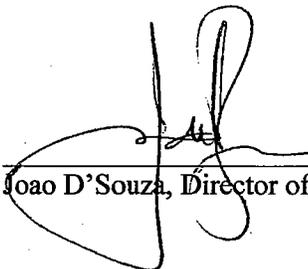
**DATE:** January 25, 2010  
**TO:** Brian O'Reilly, Business Administrator  
**FROM:** Joao D'Souza, Director of Traffic & Transportation  
**SUBJECT: PROPOSED RESOLUTION**  
**TRAFFIC MARKING MAINTENANCE PROGRAM**

Attached for your review and signature is a Resolution proposed by this authorizing submittal of an application to transfer uncommitted balances in the amount of \$171,655.28 from the New Jersey Department of Transportation Annual Transportation Program FY2004(ATP-JC-2004) to the Traffic Marking Maintenance Program (Project 09-015).

This Division has identified a need for funds to refurbish pavement markings, (lane lines, crosswalk lines, arrows, legends, etc.) except on roadways recently repaved and striped with State sanctioned funds.

If you have any questions feel free to contact Joao D'Souza, Director of Traffic & Transportation @ ex. 4470

Thank you.

  
Joao D'Souza, Director of Traffic & Transportation

  
William R. Goble, P.E., Municipal Engineer

1-25-10

JDS:pcl

C: Chuck F. Lee, P.E., Asst. City Engineer  
Robert Byrne, City Clerk

**CITY OF JERSEY CITY**  
**Division of Engineering**  
**Traffic and Transportation**  
**MEMORANDUM**



RECEIVED  
2010 FEB - 1 A 10: 37  
CITY CLERK'S OFFICE  
JERSEY CITY, N.J.

**DATE:** January 25, 2010  
**TO:** Council President Peter Brennan  
Robert Byrne, City Clerk  
**FROM:** Joao D'Souza, Director of Traffic & Transportation  
**SUBJECT: PROPOSED RESOLUTION**  
**TRAFFIC MARKING MAINTENANCE PROGRAM**

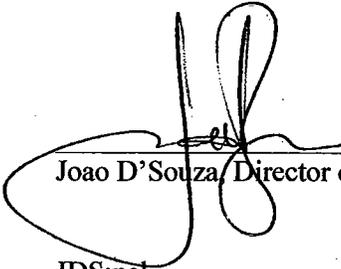
Attached is a photocopy of a Resolution proposed by this authorizing submittal of an application to transfer uncommitted balances in the amount of \$171,655.28 from the New Jersey Department of Transportation Annual Transportation Program FY-2004 (ATP-JC-2004) to the Traffic Marking Maintenance Program (Project No. 09-015).

This Division has identified a need for funds to refurbish pavement markings, (lane lines, crosswalk lines, arrows, legends, etc.), except on roadways recently repaved and striped with State sanctioned funds.

The proposed legislation has been forwarded to the Business Administrator for his review and signature.

If you have any questions feel free to contact Joao D'Souza, Director of Traffic & Transportation @ ex. 4492

Thank you.

  
\_\_\_\_\_  
Joao D'Souza, Director of Traffic & Transportation  
JDS:pcl

  
\_\_\_\_\_  
William R. Goble, P.E., Municipal Engineer  
1-26-10

C: Chuck F. Lee, P. E., Asst. City Engineer  
Brian O'Reilly, Business Administrator  
Councilwoman Flood  
Councilman Donnelly  
Councilwoman Richardson

Councilman Vega, Jr.  
Councilwoman Lopez  
Councilman Fulop

Councilman Sottolano  
Councilman Gaughan

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

City Clerk File No. Res. 10-087  
Agenda No. 10.K  
Approved: \_\_\_\_\_  
TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF CONTRACT WITH INTERNATIONAL INSTITUTE OF NEW JERSEY FOR PROVIDING INTERPRETERS FOR MUNICIPAL COURT

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

**WHEREAS**, the City of Jersey City (City) deems it necessary to provide certified, qualified and experienced interpreters to interpret legal proceedings in the City of Jersey City Municipal Court; and

**WHEREAS**, Resolution 09-093 approved on February 11, 2009 awarded a one year contract in the amount of \$100,000.00 to International Institute of New Jersey to provide interpreting services; and

**WHEREAS**, the contract was awarded under the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq.; and

**WHEREAS**, the City's Request for Proposals document included an option for the City to renew the contract for one additional year for the same amount as last year's contract; and

**WHEREAS**, the services were performed in an effective and efficient manner; and

**WHEREAS**, International Institute of New Jersey agrees to provide interpreting services for a one year period for an amount not to exceed \$100,000.00; and

**WHEREAS**, funds in the amount of \$ 35,000.00 are available in Account No.01-201-43-490-312

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

- 1) Pursuant to N.J.S.A. 40A:11-15, a contract to provide interpreting services to the Jersey City Municipal Court is awarded to International Institute of New Jersey;
- 2) The total contract amount shall not exceed the sum of \$100,000;
- 3) The term of the contract shall be for one year commencing on March 1, 2010.
- 4) Subject to such modification as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement prepared by the Purchasing Agent based on the terms and conditions of the City's Request for Proposals document;
- 5) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award;
- 6) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
- 7) This Agreement shall be subject to the condition that International Institute of New Jersey provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

9.A.  
4/2/10

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

City Clerk File No. Res. 10-087

Agenda No. 10-K

Approved: \_\_\_\_\_

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF CONTRACT WITH INTERNATIONAL INSTITUTE OF NEW JERSEY FOR PROVIDING INTERPRETERS FOR MUNICIPAL COURT

- 8) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget and in the subsequent fiscal year budget; and
- 9) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, \_\_\_\_\_ (Donna Mauer), Chief Financial Officer, hereby certify that there are sufficient funds in the amount of \$ 35,000.00 available for the payment of the above resolution in Account No. 01-201-43-490-312

**P.O. No.99149** Temporary Encumbrancy.

RR  
1-14-10

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

APPROVED AS TO LEGAL FORM

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

*[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

\_\_\_\_\_  
Robert Byrne, City Clerk

**FILE**

# **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

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with 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, 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

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

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

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

The undersigned vendor further agrees to furnish 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):

Catherine Lansey - Executive Director

Representative's Signature: Catherine Lansey

Name of Company: International

Institute of New Jersey

Tel. No.: 201-523-8000 Date: 1/20/10

**STATE OF NEW JERSEY**  
**Division of Public Contracts Equal Employment Opportunity Compliance**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE 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: [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 <b>22-1500545</b>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER <b>Non Profit</b>	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>20</b>
4. COMPANY NAME <b>International Institute of New Jersey</b>		
5. STREET CITY COUNTY STATE ZIP CODE <b>1 Journal Square Plaza, 4th Fl. Jersey City, NJ 07306</b>		
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE <b>N/A</b>		
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 <b>4</b>		
10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE <b>City of Jersey City - Language Interpreting Services JC, NJ 07306</b>		
Official Use Only	DATE RECEIVED	INAUG. DATE
		ASSIGNED CERTIFICATION NUMBER

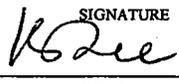
**SECTION B - EMPLOYMENT DATA**

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 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****							
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.			
Officials/Managers	4	2	2		1			1				2				
Professionals	9	4	5		3			1				1			2	2
Technicians																
Sales Workers																
Office & Clerical	3		3									2	1			
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)																
Service Workers																
<b>TOTAL</b>																
Total employment From previous Report (if any)																
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.															
	4	1	3	1								2				1

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR <b>01   08   2009</b>
13. DATES OF PAYROLL PERIOD USED From: <b>11/30/09</b> To: <b>12/13/09</b>		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Kim Lee Awarado</b>	SIGNATURE 	TITLE <b>Development Officer</b>	DATE MO   DAY   YEAR <b>01   20   2010</b>
17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION) <b>1 Journal Square Plaza, 4th Fl. Jersey City, NJ 07306 (201) 653-3888-ext. 106</b>			

I certify that the information on this Form is true and correct.

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

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

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

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

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

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

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

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

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

**ITEM 8** - If "Multi-establishment" was entered in item 7, enter the number of establishments within the State of New Jersey.

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

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

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

### Racial/Ethnic Groups will be defined:

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

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

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 209  
Trenton, New Jersey 08625-0209  
Telephone No. (609) 292-5475

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

Certification 10944

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 months from 07-2013.

INTERNATIONAL INSTITUTE  
1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07310



*[Signature]*  
State Treasurer



01/29/2010 09:46 2014590951

JMC CORRESPONDENCE

PAGE 02

**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: Catherine Tansey - Executive Director  
 Representative's Signature: C. Tansey  
 Name of Company: International Institute of New Jersey  
 Tel. No.: 201-653-3888 X113 Date: 1/20/10

**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 : International Institute of New Jersey  
Address : 1 Journal Square Plaza 4th F, Jersey City,  
Telephone No. : 201-653-3888 X113 07306  
Contact Name : Catherine Tansey

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

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Business Name : International Institute of New Jersey  
Address : 1 Journal Square Plaza 4th F, Jersey City  
Telephone No. : 201-653-3888 N.J 07306  
Contact Name : Catherine Tansey

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

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**Woman Business Enterprise**

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

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**  
**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non Construction Contracts**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-4 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

**“New Jersey Business Registration Requirements”**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section c P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** INTERNATIONAL INSTITUTE OF NEW JERSEY

**Trade Name:**

**Address:** ONE JOURNAL SQUARE PLAZA 4TH FL  
JERSEY CITY, NJ 07306

**Certificate Number:** 0062599

**Effective Date:**

**Date of Issuance:** November 03, 2009

**For Office Use Only:**

20091103161344283

09/13/01

INTERNATIONAL INSTITUTE OF JERSEYCITY  
857 BERGEN AVE  
JERSEY CITY NJ 07306

Taxpayer Identification# 221-500-545/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involve with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,

Patricia A. Chiacchio  
Director, Division of Revenue

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

DEPARTMENT OF TREAS  
DIVISION OF REVENUE  
PO BOX 242  
TRENTON, N.J. 08848-025

TAXPAYER NAME:

INTERNATIONAL INSTITUTE OF JERSEYCITY

TAXPAYER IDENTIFICATION#

221-500-545/000

ADDRESS

857 BERGEN AVE  
JERSEY CITY NJ 07306

EFFECTIVE DATE:

07/01/66

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0062599

ISSUANCE DATE:

09/13/01

Director, Division of Revenue

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

## AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, a Municipal Corporation of the State of New Jersey ("City") and the International Institute of New Jersey, 1 Journal Square Plaza, Jersey City, New Jersey 07306 (hereinafter referred to as "Consultant")

WHEREAS, the City requires certified, qualified, experienced interpreters to provide interpreting services for legal proceedings conducted by the Municipal Court of the City of Jersey City; and

WHEREAS, Resolution 09-093 approved on February 11, 2009 awarded a one year contract in the amount of \$100,000.00 to International Institute of New Jersey to provide interpreting services effective as of March 1, 2009; and

WHEREAS, the contract was awarded under the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, the City's Request for Proposals document included an option for the City to renew the contract for one additional year for the same amount as last year's contract; and

WHEREAS, the services were performed in an effective and efficient manner and the City desires to exercise the option; and

WHEREAS, International Institute of New Jersey agrees to provide interpreting services for a one year period effective as of March 1, 2010 for an amount not to exceed \$100,000.00; and

WHEREAS, Resolution \_\_\_\_\_ approved on \_\_\_\_\_, 2010 authorized the renewal of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### ARTICLE I

#### Purpose of Agreement

The purpose of this Agreement is for Consultant to provide qualified, competent, and experienced AOC (Administrative Office of the Courts) certified court interpreters for the Jersey City Municipal Court on an as needed basis for all of its scheduled day and

evening sessions.

ARTICLE II  
Scope of Services

1. Consultant shall perform for the City all the required services in accordance with the Request for Proposal (RFP") prepared by the City and the proposal ("Proposal") prepared by Consultant and submitted to the City on January 8, 2009, both of which are attached hereto and made a part hereof by reference. This Agreement, the RFP, and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of this Agreement, the RFP and the Proposal, the provisions of this Agreement shall govern over the RFP and the Proposal, and the provisions of the RFP shall govern over the Proposal.

2. Such described services shall be performed during a period of one (1) year commencing on March 1, 2010 and ending on February 28, 2011.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

ARTICLE III  
Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV  
Compensation and Payment

1. The total fee payable to Consultant for the entire term of this Agreement

shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00).

2. The City agrees to pay the Consultant's fee in monthly payments. Compensation shall be payable upon submission and verification of monthly invoices to the Municipal Court Director. Each invoice shall include a description of services, travel fees, number of hours services performed, and the hourly rate or session rate for interpreters who provided services during the month for which the invoice is being submitted. Consultant understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

## ARTICLE V

### Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent contractor coverages - covering as insured consultant with not less than one million dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than one million dollars (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

C. Automobile Liability Coverage: covering as insured CONSULTANT with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

2. Consultant agrees to procure and maintain insurance of the kinds and in the

amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work. Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

#### ARTICLE VI Termination

1. If a dispute arises between the parties during the contract term, and if, after a good faith effort the dispute is not resolved, the City has the unrestricted right to cancel the contract without cause by providing 30 days' written notice to the Consultant. Consultant shall be paid the amount earned by or reimbursable to Consultant to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

#### ARTICLE VII Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

#### ARTICLE VIII Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the

terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

#### ARTICLE VIX Entire Agreement

1. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

#### ARTICLE X Assignment

Consultant shall make no assignment or transfer of this agreement or assign or transfer any part of the work under this agreement.

#### ARTICLE XI Choice of Law

This agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

#### ARTICLE XII Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms

and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

#### ARTICLE XIII

##### Counter-parts

This agreement shall be executed in four counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

#### ARTICLE XIV

##### Paragraph Headings

The paragraph headings in this agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

#### ARTICLE XV

##### Severability

If any provision of this agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this agreement.

#### ARTICLE XVI

##### Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

#### ARTICLE XVII

##### Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$21,000.00, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$21,000.00). Exhibit "A" is attached hereto and incorporated herein by reference.

2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$21,000.00.

#### ARTICLE XVIII

##### Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Municipal Court Director  
City of Jersey City  
365 Summit Avenue  
Jersey City, N.J. 07306

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#### ARTICLE XIX

##### New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless

of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

City of Jersey City

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

\_\_\_\_\_  
BRIAN O'REILLY  
Business Administrator

ATTEST:

International Institute of New Jersey

\_\_\_\_\_  
(name)  
(Title)

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

City Clerk File No. Res. 10-088

Agenda No. 10.L

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERAL CONSTRUCTION, INC. FOR JCPD WEST DISTRICT POLICE PRECINCT - PROJECT NO. 2007-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**COUNCIL**

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

**WHEREAS**, the Acting Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **JCPD - WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002**, pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement, the City of Jersey City has received fifteen (15) bids, the lowest having been from **JERAL CONSTRUCTION, INC., 320 BELLEVILLE AVENUE, BLOOMFIELD, NEW JERSEY 07003** in the Grand Total Bid Amount of **EIGHT MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$8,845,000.00)** with a 10% Contingency amounting **EIGHT HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$884,500.00)**; and

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

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

**Department of Administration, Division of Architecture**

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
04-215-55-857-990	99151	\$8,845,000.00
04-215-55-838-990	99152 (Contingency)	\$ 884,500.00
	Total Encumbrancy.....	\$9,729,500.00

**NOW, THEREFORE, BE IT RESOLVED** BY THE Municipal Council of the City of Jersey City that the said bid of the aforementioned **Jeral Construction, Inc.** be accepted and that a contract be awarded to said company in the above amount and the Acting 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 attest that the contract has complied with specifications in all respects, and the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

City Clerk File No. Res. 10-088

Agenda No. 10.L

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERAL CONSTRUCTION, INC. FOR JCPD - WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

*J.A. 2/2/10*

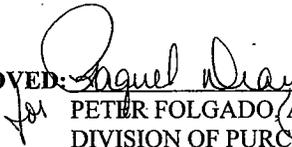
**RESOLVED**, that this contract shall be subject to the conditions that the vendor provide satisfactory evidence of compliance with the Jersey City Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further.

**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), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

**Department of Administration, Division of Architecture**

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
04-215-55-857-990	99151	\$8,845,000.00
04-215-55-838-990	99152 (Contingency)	\$ 884,500.00
Total Encumbrancy.....		\$9,729,500.00

APPROVED:   
PETER FOLGADO, ACTING DIRECTOR  
DIVISION OF PURCHASING

ab  
December 18, 2009

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

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

RESOLUTION FACT SHEET  
OF BID RECEPTION

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GREEN CONSTRUCTION, INC. FOR HAMILTON PARK - RENOVATIONS, PROJECT NO. 2007-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION**

Glenn A. Wrigley, A.I.A., Chief Architect, Division of Architecture

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Acting Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:** Twenty-Six (26)

**DATE BIDS WERE PUBLICLY RECEIVED:** December 17, 2009

**NUMBER OF BIDS RECEIVED:** Fifteen (15)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

JCPD - West District Police Precinct

**IN THE SPACE BELOW, PROVIDE DETAILED INFORMATION FOR:**

- (A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS AND THEIR
- (B) BID RESULTS (DESCRIPTION OF BID ITEMS - INCLUDING QUANTITY OF ITEMS BID UPON, UNIT PRICES, EXTENDED PRICES, AND ANY OTHER PERTINENT INFORMATION RELEVANT TO THE BID RECEPTION):

	Grand Total Bid Price
1. <b>Jeral Construction</b> 320 Belleville Avenue Bloomfield, NJ 07083	<b>\$ 8,845,000.00</b>
2. <b>Onekey LLC.</b> 241 Hudson Street Hackensack, NJ 07601	<b>\$ 9,369,727.00</b>
3. <b>Vanas Construction Co., Inc.</b> 249 Leonia Avenue Bogota, NJ 07603	<b>\$ 9,891,000.00</b>
4. Fuscon Enterprises, Inc. P.O. Box 2595 Westfield, NJ 07090	\$ 9,998,000.00
5. Cobra Construction Co., Inc. 70 Porete Avenue North Arlington, NJ 07031	\$9,899,000.00 (Base Bid only)
6. Tormee Construction Inc. P.O. Box 7921 Shrewsbury, NJ 07702	\$ 10,102,500.00
7. Austin Helle Co., Inc. 886-b2 Pompton Avenue Cedar Grove, NJ 07009	\$ 10,221,000.00
8. Chanree Construction Ramshorn Executive Center 2399 Highway 34, Suite A1 Manasquan, NJ 08736	\$ 10,482,000.00
9. Ingrassia Construction Co., Inc. 398 Lincoln Blvd. Middlesex, NJ 08845	\$ 10,487,500.00
10. Alna Construction Corporation 100 Plaza Center, Suite 2 Secaucus, NJ 07094	\$ 10,732,000.00

- |     |   |                  |
|-----|---|------------------|
| 11. | The Bennett Co., Inc.<br>148 Dayton Avenue<br>Passaic, NJ 07055             | \$ 10,963,500.00 |
| 12. | Brockwell & Carrington Contractors Inc.<br>1 Como Court<br>Towaco, NJ 07082 | \$ 11,499,250.00 |
| 13. | La Rocca, Inc.<br>50 Lewis Avenue<br>Jersey City, NJ 07306                  | \$ 11,517,250.00 |
| 14. | Railroad Construction Co., Inc.<br>75-77 Grove Street<br>Paterson, NJ 07503 | \$ 11,730,250.00 |
| 15. | Benard Associates, Inc.<br>321 Hamburg Turnpike<br>Wayne, NJ 07470          | \$ 12,094,250.00 |

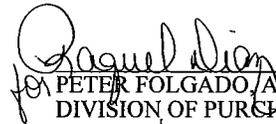
COMMENTS (IF NECESSARY):

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

1.

I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED

2/2/10  
Date

  
for PETER FOLGADO, ACTING DIRECTOR  
DIVISION OF PURCHASING

02/27/2005 09:42 12018656208

JEFFREY MINDO

PAGE 01

05/20/2002 21:50 12

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PAGE 01

06/07/02

Taxpayer Identification# 222-334-502/000

Dear Business Representative:

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

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

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 82 of the Casino Control Act, which deals with the casino service industry.

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

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

I wish you continued success in your business endeavors.

Sincerely,

Francis C. Gatti, Jr.  
Deputy Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 734 TRENTON, NJ 08646-0734
TAXPAYER NAME: JERAL CONSTRUCTION COMPANY, INC.	TRADE NAME: JERAL CORPORATION	
TAXPAYER IDENTIFICATION# 222-334-502/000	CONTRACTOR CERTIFICATION# 0097881	
ADDRESS 320 BELLEVILLE AVE BLOOMFIELD NJ 07003-3852	ISSUANCE DATE: 06/07/02	
EFFECTIVE DATE: 07/30/04	<i>Francis C. Gatti, Jr.</i> Deputy Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

(REVISED 03/05)

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women

workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. 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 attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, 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 or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved 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 consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court

decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.:

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a women is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27.7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

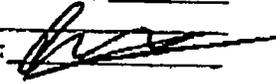
The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of 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 (NJAC 17:27).

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

**EXHIBIT B**  
**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**

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 their contractor/company 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): Pierre Ibanez, DFO  
Representative's Signature:   
Name of Company: Jeral Construction Services  
Tel. No.: 973-748-6400 Date: 12/17/09

Jeral Construction  
320 Belleville Ave.  
Elizabeth, NJ 07208

## MINORITY AND WOMEN BUSINESS PARTICIPATION IN CITY CONSTRUCTION CONTRACTS

City of Jersey City  
Department of Administration  
Division of Equal Opportunity

### Minority & Women Business Participation in City Construction Contracts

#### I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned and women owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

#### II Purpose

The city has adopted regulations to assure that bidders receiving City construction contracts are not engaged in unlawful discrimination and make reasonable good faith efforts to include minority & women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc., and to make every reasonable effort to provide subcontracting opportunities to qualified minority and woman owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

## MINORITY AND WOMEN BUSINESS PARTICIPATION IN CITY CONSTRUCTION CONTRACTS

### III Suggested Participation Level for minority and woman owned subcontractors:

- A. Suggested levels of participation for minority owned subcontractors and woman owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and woman owned businesses (M/WB's) providing various categories of goods and services. Minority and/or woman owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or woman owned businesses not so registered will be accepted as such pending completion of the registration process, on recommendation of the Director of Minority/Women Business Enterprise Development Program (M/WBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:
- Minority owned .....20% of total dollar amount of contract
- Woman owned ..... 5% of dollar amount of contract

### IV. Availability of information/referral lists of minority/women businesses

- A. To assist bidders in identifying prospective M/WB subcontractors in various areas of work included in the project, Purchasing Agent will deliver with bid packages lists of M/WB contractors in the specific disciplines involved in the project, prepared by the M/WBE Director.

Referrals of prospective subcontractors in various specialties by the MWBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such referral lists are submitted for the sole purpose of identifying minority and woman owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements are to be construed as changing in any way the provision

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

**V. Bidders will submit with bid proposal:**

1. Plan for outreach to and utilization of minority and/or woman owned businesses as subcontractors, including bidder's anticipated participation level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's. (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to N.J.S.A. 40A:11-16, or any additional subcontractors requested for bid submission by the Architect/Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to M/WB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWBE Director for review.

**VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:**

- A. MWBE Director will review forms/information submitted by apparent lowest responsive bidder (or three lowest responsive bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsive bidder (or three lowest) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

**C. MWBE review will include**

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, Director will attempt to ascertain whether said subcontractors are in fact minority and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II. If MWBE Director has reason to believe the proposed subcontractor is not a bona fide minority or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

**D. Findings/Recommendations as to compliance**

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.
2. If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority & woman owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.
3. If said review indicates that the bidder has made reasonable efforts to include minority businesses as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on findings of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

**VII. Awarding of contract**

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/women subcontractors as appropriate.

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

The contractor and the OWNER of Jeral Construction (the "owner") do hereby agree that the provisions of Title I of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 0) 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: Pierre Ibanez, DFO  
 Representative's Signature: [Signature]  
 Name of Company: Jeral Construction Services  
 Tel. No.: 973-748-6400 Date: 12/17/09

Jeral Construction  
 820 Belleville Ave  
 Bloomfield, NJ 07003

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)  
N.J.A.C. 17:27

**CONSTRUCTION CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the contractor's requirement 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.

After notification of award, but prior to signing the contract, the contractor shall submit to the Public Agency Compliance Officer and the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division), an Initial Project Workforce Report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the Public Agency Compliance Officer. The contractor shall also 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.

The contractor may obtain the Initial Project Workforce Report (AA201) from the public agency during normal business hours.

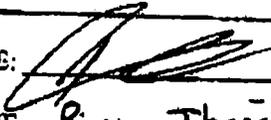
The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27.

COMPANY:

Jeral Construction  
620 Belleville Ave  
Bloomfield, NJ 07003

SIGNATURE:



DATE:

12/17/09

PRINT NAME:

Pierre Ibanez

TITLE:

DFO

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 : Jerai Construction  
320 Belleville Ave  
Bloomfield, NJ 07003

Address : \_\_\_\_\_

Telephone No. : 973-748-6400

Contact Name : Pierre Ibanez

Please check applicable category :

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

Woman Owned business (WBE)       Neither (SBE)

**Definitions**

**Minority Business Enterprise**

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

- African American:** a person having origins in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

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

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

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

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

Business Name : Jeral Construction  
820 Belleville Ave  
 Address : Bloomfield, NJ 07003

Telephone No. : 973-748-6400

Contact Name : Pierre Ibanez

Please check applicable category :

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

Woman Owned business (WBE)       Neither (SBE)

**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 MWB-3 Contractor's compliance plan to be submitted with bid document  
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR  
PROPOSAL (or within 24 hours thereafter)

City of Jersey City  
Department of Administration / Division of Equal Opportunity  
Division of Equal Opportunity

Project: Jersey City Police Department # 2007-002

Contractor: Jeral Construction Bid Amt. \$ 8,845,000  
20 Belleville Ave  
Bloomfield, NJ 07003

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Finishes	TBD	✓	✓	
Carpentry	TBD	✓	✓	
Contractor intends to				
solicit MBE/WBE to				
maximum number of				
subs/vendors				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

MWB3 page 2 - Project Jersey City Police Department

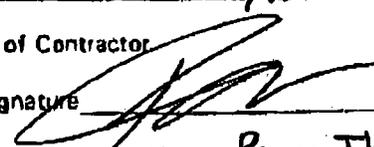
2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					
Steel	Toral welding Bayonne, NJ	800K	<input checked="" type="checkbox"/>		
Plumbing	Brooks Mech Ho-Ho-Kus, NJ	452K	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
HVAC	MANJ weldwicks NJ	985K			<input checked="" type="checkbox"/>
Electric	Sol Electric Jersey city, NJ	1.5m	<input checked="" type="checkbox"/>		

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

Contractor intends to solicit MBE/WBE to maximum number of subs/vendors

Name of Contractor

by: Signature 

Type or print name/title: Pierre Ibanez, DFO

Tel: No. 973-748-6400 Date: 12/17/09

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

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

NOT 25 04 08 172

**STATE OF NEW JERSEY**  
**Certificate of Authority**

DIVISION OF TAXATION  
TRENTON, N.J. 08646

The State of New Jersey hereby authorizes the following corporation to collect  
**NEW JERSEY SALES & USE TAX**

pursuant to N.J.S.A. 54:92B-1 ET SEQ.

*Robert K. Thompson*  
Director, Division of Taxation

This authorization is good ONLY for the named person of the "called upon" (see below).  
This authorization is null and void if any change of ownership or control is effected.

**JERAL CONSTRUCTION COMPANY, IN  
JERAL CORPORATION  
820 BELLEVILLE AVENUE  
BLOOMFIELD, N.J. 07003-3652**

Tax Registration No. 223-334-502/000  
Tax Effective Date 04-11-95  
Document Loc. No. 8000548493  
Date Issued 10-20-04

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

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

City Clerk File No. Res. 10-089

Agenda No. 10.M

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT TO  
HOLT MORGAN RUSSELL ARCHITECTS IN CONNECTION WITH THE  
VAN WAGENEN APPLE TREE HOUSE - PHASE II INTERIOR  
RESTORATION, PROJECT NO. 2007-027, FOR THE DEPARTMENT OF  
ADMINISTRATION, DIVISION OF ARCHITECTURE**

**COUNCIL  
RESOLUTION:**

**OFFERED AND MOVED ADOPTION OF THE FOLLOWING**

**WHEREAS**, the Municipal Council of the City of Jersey City at its August 12, 2009 meeting did authorize the award of a Professional Service Agreement between the City of Jersey City and Holt Morgan Russell Architects Res. 09-681; and

**WHEREAS**, there have been several changes/modifications to the original scope of work due to changes by the Administration in relocating the offices of Cultural Affairs to the Apple Tree House as well as unforeseen issues at the project site; and

**WHEREAS**, Holt, Morgan Russell Architects undertook and completed, the original Phase I - Exterior scope of work for this project; under Res. 04-289; it is in the best interest of the City to complete this restoration with the same consultant; and

**WHEREAS**, Holt Morgan Russell Architects, 821 Alexander Road, Suite 115, Princeton, New Jersey 08540 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated January 26, 2010; and

**WHEREAS**, the additional amount to be encumbered for this amendment shall not exceed **THIRTEEN THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$13,665.00)** bringing the overall base contract amount to **SIXTY-TWO THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS (\$62,895.00)**; and

**WHEREAS**, Holt Morgan Russell Architects have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-838-991	97508	\$49,230.00
04-215-55-838-990		\$13,665.00

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

1. a. The agreement with Holt Morgan Russell Architects is amended to increase the fee by an additional **\$13,665.00**; and  
b. All other terms and conditions of the agreement shall remain in effect; and

2. This Agreement shall be subject to the condition that Holt Morgan Russell Architects provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

J.A.  
2/3/10

City Clerk File No. Res. 10-089

Agenda No. 10.M

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT TO HOLT MORGAN RUSSELL ARCHITECTS IN CONNECTION WITH THE VAN WAGENEN APPLE TREE HOUSE - PHASE II INTERIOR RESTORATION, PROJECT NO. 2007-027, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

- 3. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, \_\_\_\_\_ (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-838-990 for payment of the above Resolution.

jp  
January 26, 2010

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Requisition #  
0149285

Assigned PO #

Requisition

Vendor  
HOLT MORGAN RUSSELL  
ARCHITECTS, P.A.  
821 ALEXANDER ROAD, SUITE 115  
PRINCETON NJ 08540  
HO271530

Dept. Bill To  
ARCHITECTURE  
575 ROUTE 440  
JERSEY CITY NJ 07305

Dept. Ship To

**COPY**

Contact Info  
GLENN A. WRIGLEY  
2015475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	APPLE TREE HOUSE	0421555838990	13,665.00	13,665.00

VAN WAGENEN APPLE TREE HOUSE -  
PHASE II INTERIOR RESTORATION

PROJECT NO. 2007-027

RESOLUTION AMENDING A PROFESSIONAL SERVICE  
CONTRACT TO HOLT MORGAN RUSSELL ARCHITECTS  
IN CONNECTION WITH THE VAN WAGENEN APPLE TREE  
HOUSE - PHASE II INTERIOR RESTORATION,  
PROJECT NO. 2007-027, FOR THE DEPARTMENT OF  
ADMINISTRATION, DIVISION OF ARCHITECTURE

Requisition Total 13,665.00

Req. Date: 02/01/2010  
Requested By: JOPEREZ  
Buyer Id:

Approved By:  For GLENN WRIGLEY 2/1/10

**This Is Not A Purchase Order**

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

City Clerk File No. Res. 09-681

Agenda No. 10.Z.7

Approved: AUG 12 2009



# COPY

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO HOLT MORGAN RUSSELL ARCHITECTS IN CONNECTION WITH THE VAN WAGENEN APPLE TREE HOUSE - PHASE II INTERIOR RESTORATION, PROJECT NO. 2007-027, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

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

**WHEREAS**, the City of Jersey City requires the services of a consulting architectural firm in connection with the design and construction administration of Phase II - Interior Restoration of the Apple Tree House, Jersey City, New Jersey; and

**WHEREAS**, the City has solicited a proposal from Holt, Morgan Russell Architects who undertook and completed, the original Phase I - Exterior Restoration scope of work for this project; under Resolution Res. 04-289; and

**WHEREAS**, there have been several changes/modifications to the original scope of work due to changes by the J.C.M.U.A. as well as unforeseen issues at the project site; and

**WHEREAS**, it is in the best interest of the City to complete this restoration with the same consultant; and

**WHEREAS**, the City is acquiring these services as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.8 (Pay to Play Law); and

**WHEREAS**, Holt Morgan Russell Architects, 821 Alexander Street, Suite 115, Princeton, New Jersey 08540, possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated July 30, 2009; and

**WHEREAS**, Holt Morgan Russell Architects have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, these funds are available for this expenditure from Account Number:

04-215-55-838-991                      P.O. # **97508**                      \$49,230.00

**WHEREAS**, Eric Holtermann, A.I.A., has completed and submitted a Business Entity Disclosure Certification which certified that Holt, Morgan Russell Architects, has not made any reportable contributions to the political or candidate committees listed in the Business entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Holt, Morgan Russell Architects from making any reportable contributions during the term of the contract; and

**WHEREAS**, Eric Holtermann submitted a Chapter 271 Political Contribution Disclosure Certification on behalf of Holt, Morgan Russell Architects; and

TITLE: RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO HOLT MORGAN RUSSELL ARCHITECTS IN CONNECTION WITH THE APPLE TREE HOUSE - PHASE II INTERIOR RESTORATION PROJECT, FOR THE DEPT. OF ADMINISTRATION, DIVISION OF ARCHITECTURE, PROJECT NO. 2007-027

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with the firm of Holt Morgan Russell Architects for a lump sum fee not to exceed FORTY-NINE THOUSAND TWO HUNDRED THIRTY (\$49,230.00) DOLLARS; and
2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
3. This Agreement shall be subject to the condition that Holt Morgan Russell Architects provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

*J.A.*  
*8/5/09*

I, *Donna Mauer* (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-838-991 for payment of the above Resolution. PO # 97508

ab

August 3, 2009

APPROVED: *B. O'Keilly*  
Business Administrator

APPROVED AS TO LEGAL FORM  
*Raymond Reddy*  
Asst. Corporation Counsel

Certification Required   
Not Required

APPROVED 6-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/12/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN		ABSENT	
KENNY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON		ABSTAIN		VEGA, PRES		ABSENT	

✓ Indicates Vote

N.V. - Not Voting (Abstain)

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

*Mariano Vega, Jr.*  
Mariano Vega, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

# COPY

January 26, 2010

Mr. Chris Charas  
City of Jersey City  
Division of Architecture  
575 Route 440  
Jersey City, NJ 07305

Re: Phase II Rehabilitation of the VanWagenen / Apple Tree House  
Additional Services: Revisions for occupancy by the Division of Cultural Affairs

Dear Mr. Charas,

We have reviewed the requirements for revisions at the Interior of the Apple Tree House for occupancy by the Division of Cultural Affairs. We will revise construction documents as follows:

- Redesign lighting at 2<sup>nd</sup> floor for office, instead of exhibition, use.
- Specification of revised second floor finishes, as necessary.
- Redesign power distribution for outlets at office area systems furniture
- Indicate tel/data locations only. Other work related to tel/data will be specified and provided by Jersey City
- Architectural design and specification, plumbing and HVAC for pantry/kitchenette.
- Recalculation of HVAC loads at 2<sup>nd</sup> floor based on revised plan. Document revision for revised air quantities and duct configuration, as necessary.
- Provide new 1<sup>st</sup> floor pantry and 2<sup>nd</sup> floor lavatory, as permitted by code.
- Review paint and finishes at First Floor Entry Hall with Historic Finishes Consultant.
- Review of shop drawings revised as a result of scope changes.

Please note that the following conditions have been assumed in the preparation of this fee:

1. Scope of work is based on sketch design plan prepared by Jersey City Division of Architecture. Plan indicates no changes to partition configuration. Furniture, equipment and proposed occupancy are indicated on drawing.
2. Work is limited to changes noted above. All other spaces will remain unchanged for contract documents.
3. The City of Jersey City will select and purchase furniture systems, and all furniture related to office occupancy.

HOLT  
MORGAN  
RUSSELL  
ARCHITECTS, P.A.

ARCHITECTURE  
PLANNING  
INTERIORS  
HISTORIC  
PRESERVATION

Philetus H. Holt III, AIA  
Robert W. Russell, AIA  
Eric Holtermann, AIA  
A. Perry Morgan, Jr. (Ret)

821 Alexander Road  
Suite 115  
Princeton, NJ 08540  
T 609.452.1070  
F 609.452.1074  
www.hmr-architects.com

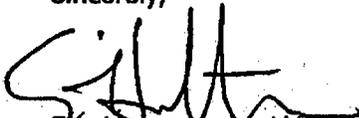
# HMR ARCHITECTS

4. Telephone and data device locations will be indicated on drawings, based on information provided by Jersey City. Specification of tel/data wiring and devices are not included and will be prepared or provided by Jersey City.
5. Work is limited to Architectural, MEP, Structural and Interior Finish work. Other consultants are not included or anticipated.
6. HMR Architects will attend 3 meetings, coordinated with scheduled site progress meeting. Travel time has not been allowed for meetings related to this additional work.

A fixed fee of \$13,465 is indicated on the attached fee proposal breakdown, and includes the services of HMR Architects, PEG Engineers, Harrison-Hamnett Structural Engineers and Jaquetta Haley, Historic Finishes Consultant. In addition, an allowance of \$200 for reimbursable expenses is also anticipated.

Please do not hesitate to contact us if you have any questions.

Sincerely,



Eric Holtermann, AIA

**ADDITIONAL FEE PROPOSAL BREAKDOWN**

JANUARY 28, 2010

**VAN WAGENEN / APPLE TREE HOUSE  
PHASE II - REVISIONS FOR OCCUPANCY BY THE CULTURAL AFFAIRS DEPARTMENT**

**PROFESSIONAL SERVICES**

	hours	rate	subtotals	Totals
<b>Architectural Services - HMR Architects</b>				
<b>Program, Code &amp; Design</b>				
Principal	10	\$185	\$1,850	
Proj Mgr	4	\$120	\$480	
<b>Revise Drawings &amp; Specifications</b>				
Principal	6	\$185	\$1,110	
Proj Mgr	16	\$120	\$1,920	
<b>Additional Meetings</b>				
Principal	6	\$185	\$1,110	
Proj Mgr	6	\$120	\$720	
<i>HMR subtotal:</i>		48	\$7,190	
<b>MEP Services - Princeton Engineering Group</b>				
HVAC			\$1,750	
Plumbing & Fire Protection			\$1,200	
Electrical			\$1,725	
<i>PEG subtotal:</i>			\$4,675	
<b>Structural Services - Harrison - Hamnett Structural Engineers</b>				
<i>Harrison-Hamnett Allowance:</i>			\$800	
<b>Historic Interior Finishes - Jaquetta Haley</b>				
<i>Jaquetta Haley Allowance:</i>			\$800	
<b>Total Professional Services:</b>				<b>\$13,465</b>

**REIMBURSABLE EXPENSES**

1. Printing and reproduction			\$200	
2. Overnight and 2 day delivery when requested			not incl.	
3. Travel (see note #2, below)			not incl.	
4. Phone / fax & US mail			N/C	
<i>Estimate of Reimbursable Expenses:</i>				<b>\$200</b>

**COMPENSATION FOR ADDITIONAL SERVICES - HMR ARCHITECTS**

Hourly billing rates for additional services:		current rate
1. Principal	\$/hr	\$185
2. Project Architect	\$/hr	\$120
3. Designer / Drafter	\$/hr	85 - 100

Secretarial services are included in the above rates

**NOTES FOR FEE PROPOSAL**

1. Fee includes Architectural and MEP time. Limited time for Structural and Interior consultants are also included.
2. Work is limited to architectural revisions at the second floor to accommodate the Cultural Affairs Dept. Toilet/Lavatory at 2nd flr, and pantry at 1st floor are also included, if permitted by code. Review of 1st floor interior finishes is also included.
3. Three 2 hour meetings are included, scheduled to coincide with regular Construction Progress Mtgs. Additional meetings which require a separate trip to Jersey City will be billed as an additional service.

**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 HMR Architects, PA (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 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 Hmr Architects, PA (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: HMR Architects, PA

Signed [Signature] Title: President

Print Name: Robert W. Russell Date: 1/28/10

Subscribed and sworn before me  
this 28<sup>th</sup> day of January, 2010  
My Commission expires:

10/17/2014  
[Signature]

[Signature]  
(Affiant)  
Eric Holtermann, Corp. Sec'y  
(Print name & title of affiant) (Corporate Seal)

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

City Clerk File No. Ord. 08-128

Agenda No. INITIATIVE PETITION 1st Reading

Agenda No. C.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,

Continuation of City Ordinance 08-128, page 2

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)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or infeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

#### SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (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) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a) when

Continuation of City Ordinance 08-128, page 3

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)

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.

Continuation of City Ordinance 08-129 page 4

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

#### SECTION 7 - PENALTY

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

#### SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

#### SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby; and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307  
 Steven Fidop, 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 Skinner, 286 Pavonia, Jersey City, N.J. 07302

#### SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REPORT ORDINANCE)

**SECTION 11 - INDEXING**

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

**SECTION 12 - EFFECTIVE DATE**

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

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

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

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

\_\_\_\_\_  
Business Administrator

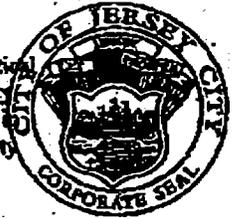
Certification Required

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

ORDINANCE NO. 4.A. Ord. 08-128

TITLE:

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				RUDOP				FLOOD			
LIPSI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

JAMES F. WADDLETON    AARON MORELL    JAMES CARROLL    N.V.-Not Voting (Absent)

BRET SCHWIDLER    RAYLIE VUNKEL    SEBASTIAN BERNHEIM

STEVE DIVISON    TOM GIBBONS    HEATHER TAYLOR

TOM WILEN    SHELLEY SKINNER    DANIEL LEVIN

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			RUDOP	✓			FLOOD	✓		
LIPSI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

DAN FALCON    YVONNE GALLER    N.V.-Not Voting (Absent)

ANTHONY MORELL

ANDREW HUBSCH

MAHALY 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				GAUGHAN				BRENNAN			
SPINELLO				RUDOP				FLOOD			
LIPSI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Absent)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			RUDOP	✓			FLOOD	✓		
LIPSI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Absent)

Initiated by Petition Certified August 20, 2008

SEP 0 3 2008

Adopted on second and final reading after hearing on

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 0 3 2008

Robert Gyms, City Clerk

APPROVED:  
  
 Mariano Vega, Jr., Council President

Date: SEP 0 3 2008

APPROVED:  
  
 Joseph P. Luteri, Mayor

Date: SEP 0 5 2008

\*Amendment(s):

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

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

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

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

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

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

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

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

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

**Temporary and Executing**

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

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

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

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

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

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

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

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

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

**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).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	Fulop 2009 Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Philetus H. Holt III	3472 Lawrenceville Rd Princeton NJ 08540
Robert W. Russell	58 Rollingwood Princeton NJ 08540
Eric Holtermann	45 N. Main St Pennington, NJ 08534

**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: HMR Architects, PA  
 Signed: [Signature] Title: President  
 Print Name: Robert W. Russell Date: 1/28/10

Subscribed and sworn before me this <u>28<sup>th</sup></u> day of <u>January</u> , 2010  My Commission expires: <u>10/7/2014</u> <u>[Signature]</u>	<u>[Signature]</u> (Affiant) <u>Eric Holtermann Corp. Sec'y</u> (Print name & title of affiant) (Corporate Seal)
--	---

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

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

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

## **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

### **Contractor Instructions**

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

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

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

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

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





STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 287  
TRENTON NJ 08646-0287

TAXPAYER NAME:

HOLT-MORGAN-RUSSELL ARCHITECTS, P.A.

TRADE NAME:

ADDRESS:

821 ALEXANDER ROAD, SUITE 115

PRINCETON NJ 08540

EFFECTIVE DATE:

10/22/01

SEQUENCE NUMBER:

0108042

ISSUANCE DATE:

04/01/08

*James J. [Signature]*  
Director  
New Jersey Division of Revenue

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JUL 2008 to 15 JAN 2013.



HOLT MORGAN RUSSELL ARCHITECTS  
821 ALEXANDER ROAD, SUITE 215  
PRINCETON NJ 08540

*Michael*  
Acting State Treasurer

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

02/02/2010 13:28

NO. 490 003

**EXHIBIT A (Cont)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with 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, 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

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

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

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

The undersigned vendor further agrees to furnish 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): \_\_\_\_\_  
Suzanne Reiss, Treasurer  
Representative's Signature: Suzanne Reiss  
Name of Company: Amk Architects, PA

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

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

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

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

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

Representative's Name/Title Print: Suzanne Reiss, Treasurer  
Representative's Signature: [Signature]  
Name of Company: HML Architects, PA  
Tel. No.: 609-452-1070 Date: 2/3/2010

**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 : HMR Architects, PA  
Address : 821 Alexander Rd, Suite 115, Princeton NJ 08540  
Telephone No. : 609-452-1070  
Contact Name : Suzanne Ruiss

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

City Clerk File No. Res. 10-090

Agenda No. 10.N

Approved: \_\_\_\_\_

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH GENERATOR EXCHANGE COMPANY FOR THE SUPPLY AND DELIVERY OF LIGHT AUTOMOTIVE PARTS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 09-094 approved on February 11, 2009, awarded a one-year contract in the amount of \$159,425.35 to Generator Exchange to provide light automotive parts for Department of Public Works/Division of Automotive Maintenance; and

**WHEREAS**, the bid specifications provided the City of Jersey City (City) with the option to renew the contract for one (1) additional year, with the renewal contract being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of January 2009 to January 2010; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of February 11, 2010 and ending February 10, 2011; and

**WHEREAS**, the total cost of the contract renewal is \$163,092.13; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in Account No. 10-01-201-26-315-210.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Generator Exchange to provide light automotive parts with the City of Jersey City for Department of Public Works/Division of Automotive Maintenance.
- 2) The renewal contract is for a one-year period effective as February 11, 2010. The total cost of the contract shall not exceed \$163,092.13.
- 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 2010 fiscal year permanent budget, shall be subject to the availability and appropriation of sufficient funds in the 2011 fiscal year temporary budget.
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

J.A.  
2/1/10

(Continued on Page 2)

City Clerk File No. Res. 10-090

Agenda No. 10.N

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH GENERATOR EXCHANGE COMPANY FOR THE SUPPLY AND DELIVERY OF LIGHT AUTOMOTIVE PARTS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

I, \_\_\_\_\_ Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 10-01-201-26-315-210 for payment of the above resolution.

Requisition # 0149193

Purchase Order # 99126

Temp.Encumbrancy \$10,000.00

RWH/sb  
January 13, 2010

APPROVED: \_\_\_\_\_  
*Rodney Hadley*  
Rodney Hadley, Director, Department of Public Works

APPROVED: \_\_\_\_\_  
*Al Miller*  
Business Administrator

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

Certification Required   
Not Required

**APPROVED  
2/10/10**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GENERATOR EXCHANGE CO.

**Trade Name:**

**Address:** 667 669 COMMUNIPAW AV  
JERSEY CITY, NJ 07304

**Certificate Number:** 0099843

**Effective Date:**

**Date of Issuance:** January 25, 2010

**For Office Use Only:**

20100125095628254

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with 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, 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

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

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

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

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

Representative's Name/Title (Print):

FRANK PANPOLKA PRES

Representative's Signature:

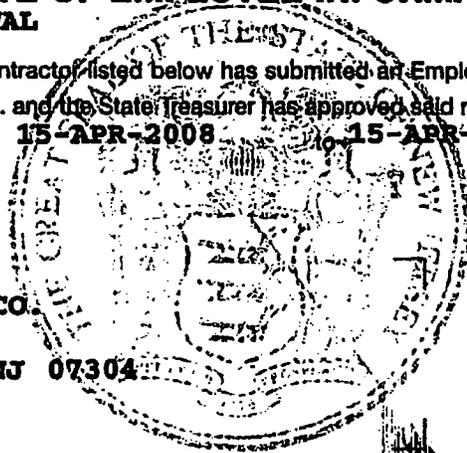
Name of Company:

J C N J 47314

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2008** to **15-APR-2015**

**GENERATOR EXCHANGE CO.  
667 COMMUNIPAW AVE.  
JERSEY CITY NJ 07304**



  
Acting State Treasurer

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

The contractor and the PRES of GENERAL ELECTRIC (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): FRANK PANDALFO / PRES  
Representative's Signature: [Signature]  
Name of Company: GENERAL ELECTRIC  
Tel. No.: 2013334398 Date: 1/25/10

**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 : GENERAL EXH CO. INC.  
Address : 657 CAMDEN AVE  
Telephone No. : 201-333-4398 J.C.N.J.  
Contact Name : FRANK PINOALFA

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

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

City Clerk File No. Res. 10-091

Agenda No. 10.0

Approved: \_\_\_\_\_



**TITLE: RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT WITH FLORIO, PERRUCCI, STEINHARDT & FADER TO COUNSEL THE CITY OF JERSEY CITY ON LEGAL MATTERS IN CONNECTION WITH ENVIRONMENTAL MATTERS CONNECTED TO THE ACQUISITION OF THE PJP LANDFILL PROPERTY**

WHEREAS, the Corporation Counsel has determined that it is necessary to engage outside counsel to represent and advise the City of Jersey City in various environmental matters related to the acquisition of the PJP property; and

WHEREAS, the City previously retained the services of the law firm of Florio, Perrucci, Steinhardt & Fader, 218 Route 17 North, Rochelle Park, New Jersey 07662 to represent and advise the City on pending and future environmental litigation; and

WHEREAS, the law firm of Florio, Perrucci, Steinhardt & Fader possesses the skills and expertise to perform these services; and

WHEREAS, the agreement provides for a total contract amount not to exceed \$50,000 with hourly rates ranging from \$85.00 to \$150.00 per hour, plus disbursements; and

WHEREAS, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

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

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

WHEREAS, the law firm of Florio, Perrucci, Steinhardt and Fader has completed and submitted a Business Entity disclosure Certification which certifies that it 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 Florio, Perrucci, Steinhardt and Fader from making any reportable contributions during the term of the contract; and

WHEREAS, the law firm of Florio, Perrucci, Steinhardt and Fader has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Florio, Perrucci, Steinhardt and Fader has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the cost of these services in Account No.02-213-40-095-314.

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

1. A contract is authorized with the law firm of Florio, Perrucci, Steinhardt and

TITLE:

**RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT WITH FLORIO, PERRUCCI, STEINHARDT & FADER TO COUNSEL THE CITY OF JERSEY CITY ON LEGAL MATTERS IN CONNECTION WITH ENVIRONMENTAL MATTERS CONNECTED TO THE ACQUISITION OF THE PJP LANDFILL PROPERTY**

Fader to counsel the City of Jersey City on legal matters in connection with environmental matters connected to the acquisition of the PJP property. The agreement shall be substantially in the form attached subject to such modifications as the Business Administrator shall deem appropriate and necessary.

2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

3. The agreement shall provide for a total contract amount not to exceed Fifty-Thousand (\$50,000) Dollars and a contract term of one year.

*J.A.*  
*2/3/10*

4. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in Account No.: 02-213-40-095-314 for payment of this resolution.

\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

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

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

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

*[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

## AGREEMENT

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Florio, Perrucci, Steinhardt and Fader (Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

### Scope of Agreement

Special Counsel is hereby retained as an independent contractor to counsel the City of Jersey City on legal matters in connection with the environmental matters relating to the acquisition of the PJP Landfill property for the period of February 1, 2010 through January 31, 2011.

### Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

### Consideration

A. For the above services, Special Counsel shall be compensated at the hourly rates of \$85.00 to \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each

month an affidavit of services specifying the total number of hours worked/performed during the preceding month.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

D. The Corporation Counsel reserves the right to terminate this agreement at any time for any reason whatsoever. Upon termination, **Special Counsel** shall be paid for services rendered up to the date of termination. Thereafter, this agreement shall be null and void with no further rights or obligations emanating therefrom.

E. This agreement shall not become effective and **Special Counsel** shall provide no services under this agreement until he or she has executed the following documents:

- (1) Minority/Woman Business Enterprise Questionnaire;
- (2) Procurement and Service Contracts, Language "A";
- (3) Mandatory Business Registration.

#### **Billing Practices and Other Guidelines Procedures**

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties

such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled

in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

#### **Assignment**

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

#### **New Jersey Business Registration Requirements**

The contractor shall provide written notice to its subcontractors of the responsibility to

submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

### **Special Provisions**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal

hereto affixed the day, month and year above written.

**Affirmative Action Plan**

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
  - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
  - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Brian O'Reilly**  
**Business Administrator**

**WITNESS:**

**Florio, Perrucci, Steinhardt & Fader**

\_\_\_\_\_

Exhibit 20

02/15/08

Taxpayer Identification# 200-984-717/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (800)292-1730.

I wish you continued success in your business endeavors.

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 08648-0252

TAXPAYER NAME:

FLORIO PERRUCCI STEINHARDT & FADER, L.L.

TRADE NAME:

ADDRESS:

235 FROST AVE  
PHILLIPSBURG NJ 08865-1688

SEQUENCE NUMBER:

1058647

EFFECTIVE DATE:

04/13/04

ISSUANCE DATE:

02/15/08

FORM-BRC(08-01)

*John E. Tully*  
Director  
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

39397

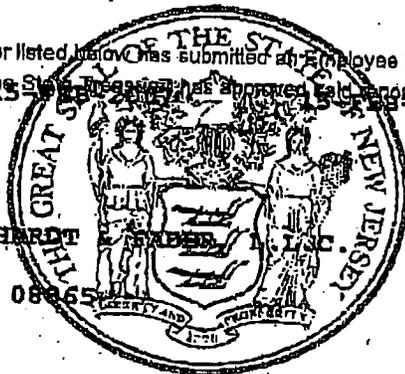
Certification

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 12/31/2013-12/31/2014.

**FLORIO PERRUCCI STEINHARDT  
235 FROST AVENUE  
PHILLIPSBURG**

**NJ 08865**



*Bradley Abela*

State Treasurer

**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: Florio Perrucci Steinhardt & Fader, LLC

SIGNATURE: [Signature] DATE: \_\_\_\_\_

PRINT NAME: Paul T. Fader TITLE: Partner

**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 : Florio Perrucci Steinhardt & Fader, LLC  
Address : 218 Route 17 North, Suite 300  
Rochelle Park, N.J. 07062  
Telephone No. : 201-843-5858  
Contact Name : Paul T. Fader

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**

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 8121 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: Paul T. Fader  
Representative's Signature: [Signature]  
Name of Company: Florio Perrucci Steinhardt & Fader, LLC  
Tel. No.: 201-843-5858  
Date: \_\_\_\_\_

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 & BEO 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 & BEO 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): Paul T. Fader  
Partner

Representative's Signature: [Signature]

Name of Company: Florio Ferrucci Stelohardt & Fader, LLC

Tel. No.: 201-843-5877 Date: \_\_\_\_\_

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

City Clerk File No. Res. 10-092

Agenda No. 10.P

Approved: \_\_\_\_\_

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT FOR  
STEPHEN J. EDELSTEIN, ESQ. OF SCHWARTZ, SIMON, EDELSTEIN, CELSO &  
KESSLER**



WHEREAS, the City of Jersey City approved a professional services agreement with Stephen J. Edelstein, Esq. of Schwartz, Simon, Edelstein, Celso & Kessler to represent the City of Jersey City in Labor and Employment matters and other legal matters; and

WHEREAS, the agreement provided for an hourly rate of \$125.00 per hour, including expenses, for a total amount not to exceed \$250,000; and

WHEREAS, due to the complexity of these matters and the amount of labor contracts being negotiated, Mr. Edelstein has exhausted his contract amount and it is necessary to amend his contract to increase the contract amount by an additional \$225,000; and

WHEREAS, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, in March 2009, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Schwartz, Simon and Edelstein submitted a Qualification Statement in response to the City's RFQ and was deemed qualified; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Stephen Edelstein, Esq. of Schwartz, Simon, Edelstein, Celso & Kessler 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 Stephen Edelstein, Esq. from making an reportable contributions during the term of the contract; and

WHEREAS, Stephen Edelstein, Esq. has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 8, 2008; and

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

1. The agreement awarded to Stephen J. Edelstein, Esq. of Schwartz, Simon, Edelstein, Celso & Kessler be amended to increase the amount of the contract by an additional \$225,000 for a total of \$475,000.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 10-092

Agenda No. 10.P

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT TO  
STEPHEN J. EDELSTEIN, ESQ. OF SCHWARTZ, SIMON, EDELSTEIN, CELSO &  
KESSLER**

3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

4. The agreement shall be substantially in the form attached subject to such modifications as the Business Administrator shall deem appropriate and necessary.

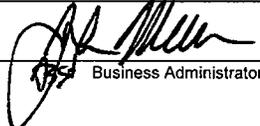
I hereby certify that there are sufficient funds available in Account No.: 01-201-20-155-312 for payment of this resolution.

\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

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

APPROVED AS TO LEGAL FORM

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

  
Business Administrator

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

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

# EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

## GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

### EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with 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, 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

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

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

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

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

Representative's Name/Title (Print): Stephen J. Edelstein  
 Member of the firm  
 Representative's Signature: [Signature]  
 Name of Company: Schwartz, Sam Edelstein Celso + Zifone

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

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

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

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

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

Representative's Name/Title: Stephen J. Edelstein, Esq., Partner  
 Representative's Signature: [Signature]  
 Name of Company: Schwartz, Simon, Edelstein, Celso & Kessler, LLC  
 Tel. No.: 973-301-0001  
 Date: 7-9-08

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 : Schwartz Simon Edelstein Celso & Kessler LLC  
Address : 44 Whippany Road, Suite 210, P.O. Box 2355  
Morris town, NJ 07962  
Telephone No. : 973-301-0001  
Contact Name : Stephen T. Edelstein

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**  
**FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

DEPARTMENT OF TREASURY  
 DIVISION OF REVENUE  
 201 WEST WASHINGTON STREET  
 TRENTON, NJ 08646

**TAXPAYER NAME:**  
 SCHWARTZ SIMON & EDELSTEIN

**TRADE NAME:**

**TAXPAYER IDENTIFICATION#:**

**CONTRACTOR CERTIFICATION#:**

222-312-022/0000

0053305

**ADDRESS:**

**ISSUANCE DATE:**

701 JAMES STREET  
 FLORHAM PARK NJ 07932

08/13/01

**EFFECTIVE DATE:**

*Patricia A. Churchill*  
 Director, Division of Revenue

08/10/88

FORM-BRC(06-01)

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

Certification

11522

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL  
 This is to certify that the contract information Report pursuant to  
 N.J.A.C. 17:27-1.4 et seq. and the approval will remain in  
 effect for the period of



SCHWARTZ SIMON EDELSTEIN  
 10 JAMES STREET  
 FLORHAM PARK NJ 07931

*Paul A. Abate*  
 State Treasurer

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

City Clerk File No. Res. 10-093

Agenda No. 10.Q

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE JERSEY CITY PUBLIC LIBRARY FOR THE PERFORMANCE OF SERVICES FOR ONE ANOTHER**

COUNCIL resolution: \_\_\_\_\_ offered and moved adoption of the following

**WHEREAS**, the Jersey City Public Library (Library) and its Board of Trustees were established pursuant to N.J.S.A. 40:54-1 et seq.; and

**WHEREAS**, the City of Jersey City (City) and the Library are entities that are subject to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act authorizes service agreements between public entities; and

**WHEREAS**, the City and the Library desire to work in a cooperative manor to ensure the efficient and economical delivery of services to the public; and

**WHEREAS**, the City and the Library desire to enter into a Shared Services Agreement that would permit the City and the Library to utilize each others employees to perform certain services to be determined mutually by the City's Business Administrator and the Library's Director; and

**WHEREAS**, the term of the Shared Services Agreement is five (5) years; and

**WHEREAS**, the Shared Services Agreement shall take effect upon adoption of this resolution and a resolution by Library.

**NOW, THEREFORE, Be It Resolved** by the Municipal Council of the City of Jersey City that:

- 1) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel or the Business Administrator, the Mayor or Business Administrator is authorized to execute the attached Shared Services Agreement with the Jersey City Public Library;
- 2) The term of the agreement shall be five (5) years and shall take effect upon adoption of this resolution and a resolution by the Jersey City Public Library; and
- 3) A copy of the shared services agreement shall be filed with New Jersey Division of Local Government Services and a copy shall be available for inspection at the offices of the City Clerk.

RR  
2-3-10

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

\_\_\_\_\_  
Robert Byrne, City Clerk

**SHARED SERVICES AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Jersey City (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and the Jersey City Public Library (Library), a free public library of the City of Jersey City with offices at \_\_\_\_\_

**RECITALS**

**WHEREAS**, the Jersey City Public Library (Library) and its Board of Trustees were established pursuant to N.J.S.A. 40:54-1 et seq.; and

**WHEREAS**, the City of Jersey City (City) and the Library are entities that are subject to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act authorizes service agreements between public entities; and

**WHEREAS**, the City and the Library desire to work in a cooperative manor to ensure the efficient and economical delivery of services to the public; and

**WHEREAS**, the City and the Library desire to enter into an agreement that would permit the City and the Library to utilize each others employees to perform certain services to be determined mutually by the City's Business Administrator and the Library's Director; and

**WHEREAS**, the City authorized this Agreement by Resolution \_\_\_\_\_ adopted on \_\_\_\_\_; and

**WHEREAS**, the Library authorized this Agreement by Resolution \_\_\_\_\_ adopted on \_\_\_\_\_.

**NOW, THEREFORE**, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

**ARTICLE I**

**Purpose of Agreement**

The purpose of this Agreement is for the City and the Library to utilize each others employees to perform certain services.

**ARTICLE II**

**Scope of Services**

The City and the Library may utilize each others employees to perform services to be mutually agreed upon by the City's Business Administrator and the Library's Director. The employees, the dates and hours to be worked, and the services to be provided shall be as agreed upon by the City's Business Administrator and the Library's Director.

**ARTICLE III**

**Term of Agreement**

The term of this Agreement shall be five (5) years. It shall take effect upon the adoption of appropriate resolutions by the City and the Library which is \_\_\_\_\_.

## **ARTICLE IV**

### **Termination**

Either party may terminate this Agreement in whole or in part, at any time at its convenience and for no cause by providing thirty (30) days' written notice to the other prior to the effective date of termination.

## **ARTICLE V**

### **Indemnification**

The City shall defend, indemnify, protect and save harmless the Library and its respective agents, officials, employees and servants against claims, just or unjust, made against the City, the Library or their respective agents, officials, employees and servants on account of injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, mechanics' liens, judgment, costs and expenses, including legal expenses, arising out of or connected with or resulting from an employee of the Library performing services for the City.

The Library shall defend, indemnify, protect and save harmless the City and its respective agents, officials, employees and servants against claims, just or unjust, made against the Library, the City or their respective agents, officials, employees and servants on account of injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, mechanics' liens, judgment, costs and expenses, including legal expenses, arising out of or connected with or resulting from an employee of the City performing services for the Library.

**ARTICLE V**

**NOTICE**

All notices, request, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

CITY OF JERSEY CITY

JERSEY CITY LIBRARY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have cause this Agreement to be executed by their duly authorized officers.

**ATTEST**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
**CITY CLERK**

\_\_\_\_\_  
**BRIAN O'REILLY**  
**BUSINESS ADMINISTRATOR**

**ATTEST**

**JERSEY CITY LIBRARY**

\_\_\_\_\_

\_\_\_\_\_

RR  
2-4-10

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

City Clerk File No. Res. 10-094

Agenda No. 10.R

Approved: \_\_\_\_\_



TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY FOR THE PERFORMANCE OF SERVICES FOR ONE ANOTHER**

COUNCIL resolution: \_\_\_\_\_ offered and moved adoption of the following

**WHEREAS**, the Jersey City Municipal Utilities Authority (JCMUA) was established pursuant to N.J.S.A. 40:14B-1 et seq.; and

**WHEREAS**, the City of Jersey City (City) and the JCMUA are entities that are subject to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act authorizes service agreements between public entities; and

**WHEREAS**, the City and the JCMUA desire to work in a cooperative manor to ensure the efficient and economical delivery of services to the public; and

**WHEREAS**, the City and the JCMUA have a need from time to time to share the expertise of its employees in the area of budget and fiscal affairs matters; and

**WHEREAS**, the City and the JCMUA desire to enter into a Shared Services Agreement that would permit the City and the JCMUA to utilize each others employees to perform services related to budget and fiscal affairs matters; and

**WHEREAS**, the term of the Shared Services Agreement is five (5) years; and

**WHEREAS**, the Shared Services Agreement shall take effect upon adoption of this resolution and a resolution by JCMUA.

**NOW, THEREFORE, Be It Resolved** by the Municipal Council of the City of Jersey City that:

- 1) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel or the Business Administrator, the Mayor or Business Administrator is authorized to execute the attached Shared Services Agreement with the Jersey City Municipal Utilities Authority;
- 2) The term of the agreement shall be five (5) years and shall take effect upon adoption of this resolution and a resolution by the Jersey City Municipal Utilities Authority; and
- 3) A copy of the Shared Services Agreement shall be filed with New Jersey Division of Local Government Services and a copy shall be available for inspection at the offices of the City Clerk.

RR  
2-4-10

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

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

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

\_\_\_\_\_  
Robert Byrne, City Clerk

**SHARED SERVICES AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Jersey City (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and the Jersey City Municipal Utilities Authority (JCMUA), a public body corporate and politic with offices at \_\_\_\_\_

**RECITALS**

**WHEREAS**, the Jersey City Municipal Utilities Authority (JCMUA) was established pursuant to N.J.S.A. 40:14B-1 et seq.; and

**WHEREAS**, the City of Jersey City (City) and the JCMUA are entities that are subject to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, the Uniform Shared Services and Consolidation Act authorizes service agreements between public entities; and

**WHEREAS**, the City and the JCMUA desire to work in a cooperative manor to ensure the efficient and economical delivery of services to the public; and

**WHEREAS**, the City and the JCMUA desire to enter into an agreement that would permit the City and the JCMUA to utilize each others employees to perform services related to budget and fiscal affairs matters; and

**WHEREAS**, the City authorized this Agreement by Resolution \_\_\_\_\_ adopted on \_\_\_\_\_; and

**WHEREAS**, the JCMUA authorized this Agreement by Resolution \_\_\_\_\_ adopted

on \_\_\_\_\_.

**NOW, THEREFORE,** in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

**ARTICLE I**

**Purpose of Agreement**

The purpose of this Agreement is for the City and the JCMUA to utilize each others employees to perform certain services.

**ARTICLE II**

**Scope of Services**

The City and the JCMUA may utilize each others employees to perform services related to budget and fiscal affairs matters. The employees, the dates and hours to be worked, and the exact services to be provided shall be as agreed upon by the City's Business Administrator and the JCMUA's Executive Director.

**ARTICLE III**

**Term of Agreement**

The term of this Agreement shall be five (5) years. It shall take effect upon the adoption of appropriate resolutions by the City and the JCMUA which is \_\_\_\_\_.

## **ARTICLE IV**

### **Termination**

Either party may terminate this Agreement in whole or in part, at any time at its convenience and for no cause by providing thirty (30) days' written notice to the other prior to the effective date of termination.

## **ARTICLE V**

### **Indemnification**

The City shall defend, indemnify, protect and save harmless the JCMUA and its respective agents, officials, employees and servants against claims, just or unjust, made against the City, the JCMUA or their respective agents, officials, employees and servants on account of injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, mechanics' liens, judgment, costs and expenses, including legal expenses, arising out of or connected with or resulting from an employee of the JCMUA performing services for the City.

The JCMUA shall defend, indemnify, protect and save harmless the City and its respective agents, officials, employees and servants against claims, just or unjust, made against the JCMUA, the City or their respective agents, officials, employees and servants on account of injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, mechanics' liens, judgment, costs and expenses, including legal expenses, arising out of or connected with or resulting from an employee of the City performing services for the JCMUA..

**ARTICLE V**

**NOTICE**

All notices, request, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jersey City Municipal Utilities Authority

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have cause this Agreement to be executed by their duly authorized officers.

**ATTEST**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
**CITY CLERK**

\_\_\_\_\_  
**BRIAN O'REILLY**  
**BUSINESS ADMINISTRATOR**

**ATTEST**

**JERSEY CITY MUNICIPAL**  
**UTILITIES AUTHORITY**

\_\_\_\_\_  
**DANIEL BECHT**  
**EXECUTIVE DIRECTOR**

RR  
2-4-10

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

City Clerk File No. Res. 10-095

Agenda No. 10.S

Approved: \_\_\_\_\_

TITLE: \_\_\_\_\_



## RESOLUTION APPOINTING ROGER HEJAZI AS A MEMBER OF THE JERSEY CITY INCINERATOR AUTHORITY

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated February 3, 2010, that he has appointed **Roger Hejazi**, of 43 College Drive, Apt. #5B, Jersey City, New Jersey, as a member of the **Jersey City Incinerator Authority**, replacing Rev. Fernando L. Colon, Jr., whose term has expired, for a term to commence immediately upon adoption of this resolution and expire on February 1, 2015.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Roger Hejazi** as a member of the **Jersey City Incinerator Authority** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

\_\_\_\_\_  
Robert Byrne, City Clerk

# CITY OF JERSEY CITY

JERRAMIAH T. HEALY  
MAYOR



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

February 3, 2010

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

Dear President and Council Members,

Kindly be advised that I have appointed **Roger Hejazi**, of 43 College Drive, Apt. #5B, Jersey City, New Jersey, as a member of the **Jersey City Incinerator Authority**, replacing Rev. Fernando L. Colon, Jr., whose term has expired. Mr. Hejazi's term will commence upon the adoption of a resolution and expire February 1, 2015.

I respectfully request your advice and consent to this appointment.

Sincerely,

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

Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
Brian O'Reilly, Business Administrator  
Robert Byrne, City Clerk  
Oren Dabney, Chief Executive Director, JCIA  
Dominick Pandolfo, Chief of Staff  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Roger Hejazi

# ROGER HEJAZI

43 COLLEGE DRIVE, APT 5B  
JERSEY CITY, NJ 07305  
PHONE (201) 970-8519  
E-MAIL [rhej1957@aol.com](mailto:rhej1957@aol.com)

## PROFESSIONAL EXPERIENCE

- 1983 - Present     **Chicken Delight Jersey City, NJ**  
*Owner (2007 - Present)*  
-maintains employee records  
-prepares and reviews accounting and business records  
-responsible for maintaining an orderly and professional business
- Manager (1984 - 2007)*  
-responsible for overall daily business activities  
-prepared daily and monthly employee schedules  
-coordinated all subordinate duties and responsibilities
- Delivery Driver (1983 - 1984)*

## EDUCATION

- 1977 - 1979     Texas Southern University Houston, TX  
*Electronics/Technology*

## ACTIVITIES

- Board Member McGinley Square Partnership  
2005 - Present     *President*  
1998 - 2005     *Vice President*  
1997 - 1998     *Member*
- Community and Commerce Enhancement Foundation  
2006 - Present     *President*

## REFERENCES

Furnished upon request

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

City Clerk File No. Res. 10-096

Agenda No. 10.T

Approved: \_\_\_\_\_

TITLE:



## RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR ENERGY AUDIT SERVICES

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

**WHEREAS**, the City of Jersey City (City) desires to award a contract for energy audit services; and

**WHEREAS**, N.J.S.A. 40A:11-4.1 et seq authorizes the City to use competitive contracting to award a contract for energy audit services; and

**WHEREAS**, N.J.S.A. 40A:11-4.1 et seq 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 energy audit services.

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

APPROVED AS TO LEGAL FORM

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

*[Signature]*  
Business Administrator

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

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
27/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				FLOOD			
DONNELLY				FULOP				VEGA			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

\_\_\_\_\_  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-097

Agenda No. 10.U

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LDV INC., FOR PROVIDING THE JERSEY CITY FIRE DEPARTMENT WITH A MOBILE MEDICAL COMMAND CENTER FUNDED BY THE URBAN AREA SECURITIES INITIATIVE (UASI) VIA THE OFFICE OF EMERGENCY MANAGEMENT WITHOUT PUBLIC BIDDING.**

**WHEREAS**, the Office of Emergency Management (OEM) has constructed a state of the art emergency center in its headquarters at 715 Summit Avenue to enhance the City of Jersey City's domestic preparedness; and

**WHEREAS**, there exists the need for the Jersey City Fire Department to obtain a mobile medical command center to respond to potential emergencies as well as said emergencies occurring within the boundaries of the Jersey City UASI region; and

**WHEREAS**, Resolution 10-032, approved on January 13, 2010 authorized the City of Jersey City (City) to accept a grant from the State of New Jersey Office of Homeland Security and Preparedness Fiscal Year 2009 Urban Areas Security Initiative Program; and

**WHEREAS**, the grant authorizes the City to purchase a mobile medical command center for the Jersey City Fire Department to be used for related to or involving man made or natural incidents; and

**WHEREAS**, N.J.S.A. 52:34-10.6© authorizes the City to purchase equipment paid for or reimbursed by federal funds awarded by the U.S. Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State contract for the equipment, or (2) is participating in a federal procurement program established by a federal department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, LDV Inc., is participating in a federal procurement program established by a federal department or agency and is the holder of General Services Administration Contract GS-30F-009L; and

**WHEREAS**, LDV Inc., has submitted a proposal to provide a mobile medical command center for the sum of \$379,904.00; and

**WHEREAS**, funds in this amount are available in Urban Area Security Initiative-Fire (OEM) Account No.: 02-213-40-072-405

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

1. Pursuant to N.J.S.A. 52:34-10.6©, a contract is awarded to LDV, Inc., the holder of GSA Contract GS-30F-009L, in the amount of \$379,904.00 to provide a mobile medical command center ;
2. Subject to such modifications as deemed necessary or appropriated by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement prepared by the Purchasing Agent.
3. The award of this contract shall be subject to the condition that LDV, Inc., provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31, et seq.

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LDV INC., FOR PROVIDING THE JERSEY CITY FIRE DEPARTMENT WITH A MOBILE MEDICAL COMMAND CENTER FUNDED BY THE URBAN AREA SECURITIES INITIATIVE (UASI) VIA THE OFFICE OF EMERGENCY MANAGEMENT WITHOUT PUBLIC BIDDING.**

- 4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1, et seq.

I \_\_\_\_\_, Donna Mauer, Chief Financial Office certify that funds in the amount of \$379,904.00 are available in Account No. 02-213-40-072-405.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



LDV, Inc.  
180 Industrial Drive  
Burlington, WI 53105  
800.558.5986  
Fax 262.763.0156  
www.ldvusa.com

**SPECIFICATIONS FOR:**

**JERSEY CITY OEM (NJ)**  
**MOBILE MEDICAL COMMAND CENTER**

**LDV MODEL #MEDMCC302258-09**

**December 28, 2009**



LDV, Inc.  
180 Industrial Drive  
Burlington, WI 53105  
800.558.5986  
Fax 262.763.0156  
www.ldvusa.com

**GSA PRICING PAGE:**

Total commercial price as specified, continental US	\$	410,709.00
GSA 2 unit discounted price as specified	\$	377,076.00

Industrial Funding Fee (IFF)	\$	2,828.00
GSA 2 unit discounted price as specified with IFF	\$	<b>379,904.00</b>

\*Quoted price is contingent on GSA approval to modify LDV contract GS-30F-009L

Delivery terms: 12 months or less ARO

Payment Terms: 2% Net 10, 1.5% Net 15, Net 30

Quote is firm for 30 days from specification date

Quoted price does not include any applicable FET, federal, state or local tax unless specified

**CITY OF JERSEY CITY**

**RESOLUTION:**

**VENDOR:** LDV, Inc.

**RESPONDENT'S CHECKLIST**

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

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am Gerald Phillips

of the firm of LDV, Inc.

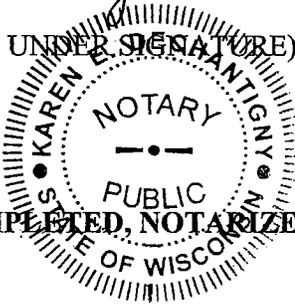
the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding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

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

(Signature of respondent) *Gerald Phillips*  
Gerald Phillips

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY January 13 OF 2010

(TYPE OR PRINT NAME OF AFFILIANT UNDER SIGNATURE)  
Karen E. Diney  
NOTARY PUBLIC OF WI  
MY COMMISSION EXPIRES: 2011



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

**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

Name	Address	% owned
David Lynch	2807 S. Browns Lake Dr. Burlington, WI 53105	54.95%
Patrick Lynch	2807 S. Browns Lake Dr. Burlington, WI 53105	13.41%
Michael Lynch	2807 S. Browns Lake Dr. Burlington, WI 53105	13.41%
Mary Lynch	2807 S. Browns Lake Dr. Burlington, WI 53105	13.41%

SIGNATURE: *Nancy Strelow*

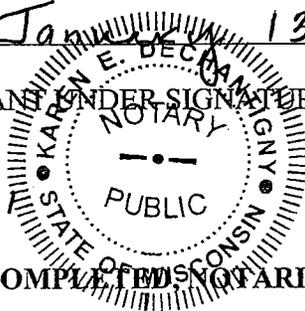
Nancy Strelow

TITLE: Vice President Business Operations

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY January 13 OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Karen E. Decary  
NOTARY PUBLIC OF WI  
MY COMMISSION EXPIRES: 20 11



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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

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

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

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

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

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

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

**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):** Laura Cesar, HR Director

**Representative's Signature:** 

**Name of Company:** LDV, Inc.

**Tel. No.:** 262-763-0147 **Date:** 1/13/10

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

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

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

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

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

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

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

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

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

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

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

Representative's Name/Title Print): Laura Cesar, HR Director

Representative's Signature: *Laura Cesar*

Name of Company: LDV, Inc.

Tel. No.: 262-763-0147 Date: 1/13/10.

**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.

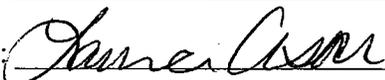
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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: LDV, Inc.

SIGNATURE:  DATE: 1/13/10

PRINT

NAME: Laura Cesar TITLE: HR Director

**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: LDV, Inc.

Address: 180 Industrial Drive, Burlington, WI 53105

Telephone No.: 262-763-0147

Contact Name: Gerald L. Phillips

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

**Questionnaire for Bidders**

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

Business Name: LDV, Inc.

Address: 180 Industrial Drive, Burlington, WI 53105

Telephone No.: 262-763-0147

Contact Name: Gerald L. Phillips

Please check applicable category :

- Minority Owned                       Minority & Woman Owned  
 Woman Owned                       Neither

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**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.

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**Woman Business Enterprise**

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

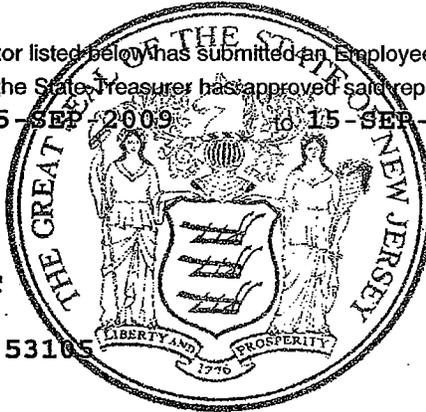
**OFFICE OF EQUAL OPPORTUNITY COPY**

Certification 21762

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-SEP-2009~~ to ~~15-SEP-2012~~

LYNCH DISPLAY VANS INC  
180 INDUSTRIAL DRIVE  
BURLINGTON WI 53105



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

State Treasurer

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

**IMPORTANT:**

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate. **If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.**

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

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

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

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

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

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

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

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

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

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

**ITEM 11** - Enter the appropriate figures on all lines and in all columns.

**THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT.**

DO NOT list the same employee in more than one job category.

DO NOT attach an EEO-1 Report.

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

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

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**TYPE OR PRINT IN SHARP BALL POINT PEN**

The vendor is to complete the employee information report form (AA302) and retain copy for the vendor's own files. The vendor is to submit a copy to the public agency awarding the contract and forward a copy to:

**NJ Department of the Treasury**  
**Division of Contract Compliance & Equal Employment Opportunity**  
**P.O. Box 209**  
**Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475**

Form: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf)

Instructions: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf)

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form.

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

**EMPLOYEE INFORMATION REPORT**

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. FED. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES ON THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		
7. CHECK ONE IF THE COMPANY: <input 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 AWARDED CONTRACT CITY COUNTY STATE ZIP CODE		

Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER
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**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 SUMMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1	COL. 2	COL. 3	***** MALE *****					***** FEMALE *****					
	TOTAL (Cols 2 & 3)	MALE	FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/Managers														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftworkers (United)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
TOTAL														
Total employment from previous Report (if any)														
Temporary & Part-time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Report <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted?	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:	1. YES   2. NO	

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO. DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LDV, INC.  
**Trade Name:**  
**Address:** 180 INDUSTRIAL DRIVE  
BURLINGTON, WI 53105  
**Certificate Number:** 1137692  
**Effective Date:** March 29, 2005  
**Date of Issuance:** September 18, 2007

**For Office Use Only:**  
20070918160709129



## New Jersey Division of Revenue

Revenue | NJBGS

### On-Line Business Registration Certificate Service

**CERTIFICATE NUMBER 1137692 FOR LDV, INC. IS VALID.**

**BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC**

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**

**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non Construction Contracts**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

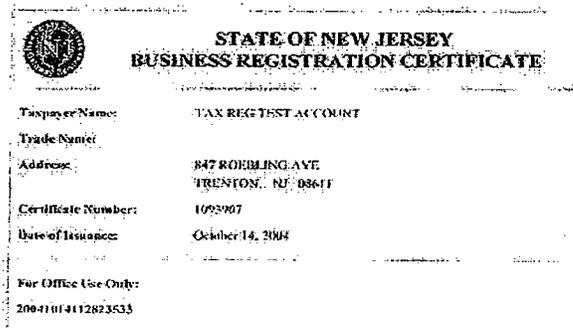
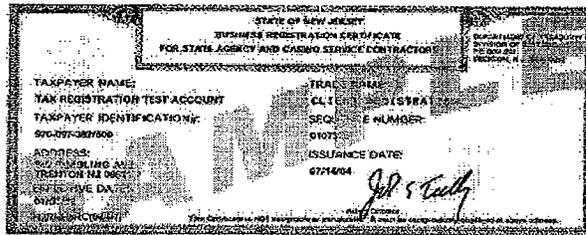
**“New Jersey Business Registration Requirements”**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

**For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.**

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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





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

**County Name: Hudson**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 31, 32, & 33

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

**County:**

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Registrar of Deeds

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

Bayonne City

East Newark Borough

Guttenberg Town

Harrison Town

Hoboken City

Jersey City

Kearny Town

North Bergen Township

Secaucus Town

Union City City

Weehawken Township

West New York Town

**Boards of Education**

(Members of the Board):

East Newark Borough

Guttenberg Town

Hoboken City

Kearny Town

North Bergen Township

Secaucus Town

Weehawken Township

**Fire Districts (Board of Fire Commissioners):**

(None)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: David Lynch Home Address: 2807 S. Browns Lake Dr., Burlington, WI 53105	Name: Patrick Lynch Home Address: 2807 S. Browns Lake Dr. Burlington, WI 53105
Name: Michael Lynch Home Address: 2807 S. Browns Lake Dr. Burlington, WI 53105	Name: Mary Lynch Home Address: 2807 S. Browns Lake Dr. Burlington, WI 53105
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 13<sup>th</sup> day of January, 2011

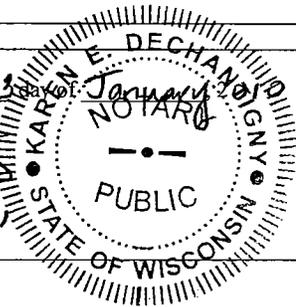
Karen E. DeChant  
(Notary Public)

My Commission expires: 2/20/11

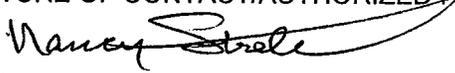
Nancy Strelow  
(Affiant)

Nancy Strelow, Vice President  
(Print name & title of affiant)

(Corporate Seal)



**VENDOR INFORMATION  
(ATTACH COPY OF W9 FORM)**

VENDOR NAME: LDV, Inc.	CITY EMPLOYEE?
ADDRESS: 180 Industrial Drive	YES
Burlington, WI 53105	NO <input checked="" type="checkbox"/>
CITY: Burlington	MINORITY VENDOR?
STATE: Wisconsin ZIP: 53105	YES
TEL #: 262-763-0147 FAX #: 262-763-0156	NO <input checked="" type="checkbox"/>
FED I.D. # 39-1281237	REQUIRED FORM 1099?
S.S.#	YES
	NO <input checked="" type="checkbox"/>
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: Manufacturer of specialty vehicles	
VENDOR'S CONTACT/AUTHORIZED PERSON: Nancy Strélow	
EMAIL ADDRESS OR WEBSITE: nstrelow@ldvusa.com	
SIGNATURE OF CONTACT/AUTHORIZED PERSON: 	
CITY EMPLOYEE REQUESTING VENDOR NUMBER DATE	
TITLE OF EMPLOYEE:	
SIGNATURE OF EMPLOYEE:	

**PURCHASING DIVISION USE ONLY**

AUTHORIZED TO ISSUE VENDOR #

NAME/TITLE/DATE

ASSIGNED VENDOR #

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name <b>LDV, Inc.</b>	
	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 <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) <b>180 Industrial Drive</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Burlington, WI 53105</b>	
List account number(s) here (optional)		

### Part I 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								
3	9	1	2	8	1	2	3	7

**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.)

<b>Sign Here</b>	Signature of U.S. person	Date <b>1.13.10</b>
------------------	--------------------------	---------------------

### 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, or
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.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



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

City Clerk File No. Res. 10-098

Agenda No. 10.V

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LDV INC., FOR PROVIDING THE JERSEY CITY POLICE DEPARTMENT EMERGENCY SERVICES UNIT WITH A MOBILE EXPLOSIVE ORDNANCE DETECTOR FUNDED BY THE URBAN AREA SECURITIES INITIATIVE (UASI) VIA THE OFFICE OF EMERGENCY MANAGEMENT WITHOUT PUBLIC BIDDING.**

**WHEREAS**, the Office of Emergency Management (OEM) has constructed a state of the art emergency center in its headquarters at 715 Summit Avenue to enhance the City of Jersey City's domestic preparedness; and

**WHEREAS**, there exists the need for the Jersey City Police Department, Emergency Services unit to obtain a mobile explosive ordnance detector to respond to potential emergencies as well as said emergencies occurring within the boundaries of the Jersey City UASI region; and

**WHEREAS**, Resolution 10-032, approved on January 13, 2010 authorized the City of Jersey City (City) to accept a grant from the State of New Jersey Office of Homeland Security and Preparedness Fiscal Year 2009 Urban Areas Security Initiative Program; and

**WHEREAS**, the grant authorizes the City to purchase a mobile explosive ordnance detector for the Jersey City Police Department, Emergency Services Unit; and

**WHEREAS**, N.J.S.A. 52:34-10.6© authorizes the City to purchase equipment paid for or reimbursed by federal funds awarded by the U.S. Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State contract for the equipment, or (2) is participating in a federal procurement program established by a federal department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, LDV Inc., is participating in a federal procurement program established by a federal department or agency and is the holder of General Services Administration Contract GS-30F-009L; and

**WHEREAS**, LDV Inc., has submitted a proposal to provide a mobile explosive ordnance detector for the sum of \$396,949.00; and

**WHEREAS**, funds in this amount are available in Urban Area Security Initiative-Fire (OEM) Account No.: 02-213-40-072-405

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

1. Pursuant to N.J.S.A. 52:34-10.6©, a contract is awarded to LDV, the holder of GSA Contract GS-30F-009L, in the amount of \$396,949.00 to provide a mobile explosive ordnance detector;
2. Subject to such modifications as deemed necessary or appropriated by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement prepared by the Purchasing Agent.
3. The award of this contract shall be subject to the condition that LDV, Inc., provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31, et seq.

City Clerk File No. Res. 10-098

Agenda No. 10.V

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LDV INC., FOR PROVIDING THE JERSEY CITY POLICE DEPARTMENT EMERGENCY SERVICES UNIT WITH A MOBILE EXPLOSIVE ORDNANCE DETECTOR FUNDED BY THE URBAN AREA SECURITIES INITIATIVE (UASI) VIA THE OFFICE OF EMERGENCY MANAGEMENT WITHOUT PUBLIC BIDDING.**

- 4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1, et seq.

I \_\_\_\_\_, Donna Mauer, Chief Financial Office certify that funds in the amount of \$396,949.00 are available in Account No. 02-213-40-072-405.

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

APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator

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

Certification Required

Not Required

**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											2/10/10
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

**CITY OF JERSEY CITY**

**RESOLUTION:**

**VENDOR:** LDV, Inc.

**RESPONDENT'S CHECKLIST**

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

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am Gerald Phillips  
of the firm of LDV, Inc.

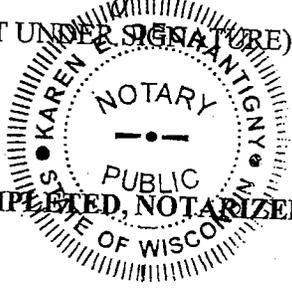
the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding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

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

(Signature of respondent) *Gerald Phillips*  
Gerald Phillips

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY January 13 OF 2010

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)  
Karen E. Dwyer  
NOTARY PUBLIC OF WI  
MY COMMISSION EXPIRES: 2011



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

**PUBLIC DISCLOSURE INFORMATION**

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

**STOCKHOLDERS:**

Name	Address	% owned
David Lynch	2807 S. Browns Lake Dr. Burlington, WI 53105	54.95%
Patrick Lynch	2807 S. Browns Lake Dr. Burlington, WI 53105	13.41%
Michael Lynch	2807 S. Browns Lake Dr. Burlington, WI 53105	13.41%
Mary Lynch	2807 S. Browns Lake Dr. Burlington, WI 53105	13.41%

SIGNATURE: Nancy Strelow

Nancy Strelow

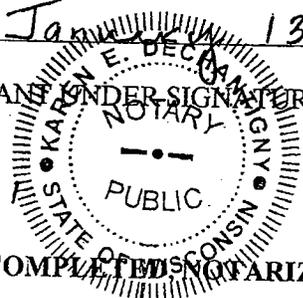
TITLE: Vice President Business Operations

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

January 13 OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

Karen E. Dec...  
NOTARY PUBLIC OF WI  
MY COMMISSION EXPIRES: 2011



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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

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

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

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

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

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

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

**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):** Laura Cesar, HR Director

**Representative's Signature:** 

**Name of Company:** LDV, Inc.

**Tel. No.:** 262-763-0147 **Date:** 1/13/10

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

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

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

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

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

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

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

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

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

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

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

Representative's Name/Title Print): Laura Cesar, HR Director

Representative's Signature: *Laura Cesar*

Name of Company: LDV, Inc.

Tel. No.: 262-763-0147 Date: 1/13/10

**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.

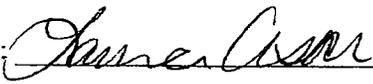
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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: LDV, Inc.

SIGNATURE:  DATE: 1/13/10

PRINT

NAME: Laura Cesar TITLE: HR Director

**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: LDV, Inc.

Address: 180 Industrial Drive, Burlington, WI 53105

Telephone No.: 262-763-0147

Contact Name: Gerald L. Phillips

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

**Questionnaire for Bidders**

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

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

Business Name: LDV, Inc.

Address: 180 Industrial Drive, Burlington, WI 53105

Telephone No.: 262-763-0147

Contact Name: Gerald L. Phillips

Please check applicable category :

- Minority Owned                       Minority & Woman Owned  
 Woman Owned                       Neither

**Definition of Minority Business Enterprise**

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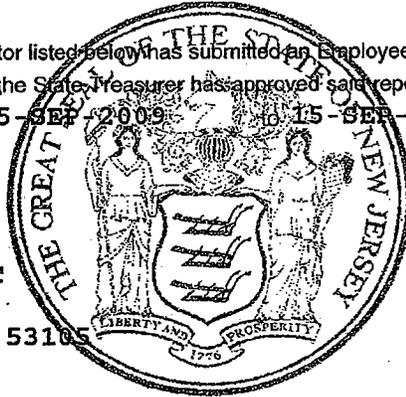
**OFFICE OF EQUAL OPPORTUNITY COPY**

Certification 21762

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-SEP-2009~~ to ~~15-SEP-2012~~

LYNCH DISPLAY VANS INC  
180 INDUSTRIAL DRIVE  
BURLINGTON WI 53105



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

State Treasurer

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

**IMPORTANT:**

Read the following instructions carefully before completing the form. Print or type all information. Failure to properly complete the entire form may delay issuance of your certificate. **If you have a current certificate of employee information report, do not complete this form. Send copy of current certificate to the public agency. Do not complete this form for construction contract awards.**

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

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

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

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

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

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

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

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

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

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

**ITEM 11** - Enter the appropriate figures on all lines and in all columns.

**THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT.**

DO NOT list the same employee in more than one job category.

DO NOT attach an EEO-1 Report.

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

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

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**TYPE OR PRINT IN SHARP BALL POINT PEN**

The vendor is to complete the employee information report form (AA302) and retain copy for the vendor's own files. The vendor is to submit a copy to the public agency awarding the contract and forward a copy to:

**NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 209  
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475**

Form: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302.pdf)

Instructions: [http://nj.gov/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://nj.gov/treasury/contract_compliance/pdf/aa302ins.pdf)

Note that the sample form shown on the following page is for illustrative purposes only and should not be submitted. Use the state website links above to obtain the actual form.

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

**EMPLOYEE INFORMATION REPORT**

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. FED. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		
7. CHECK ONE IS THE COMPANY: <input 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 AWARDED CONTRACT CITY COUNTY STATE ZIP CODE		

Original Use Only	DATE RECEIVED	INVALID DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees (IN 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/minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN LEO-REPORT.

JOB CATEGORIES	PERMANENT MINORITY/NDM MINORITY EMPLOYEE BREAKDOWN												
	ALL EMPLOYEES			PERMANENT MINORITY/NDM MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 1 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
			BLACK	HISPANIC	INDIAN	ASIAN	NON NDM	BLACK	HISPANIC	INDIAN	ASIAN	NON MIN	
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Excl. employment from previous Report (if any)													
Temporary & Part-time Employees													

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

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Name & Title)	SIGNATURE	TITLE	DATE MO   DAY   YEAR
17. ADDRESS NO & STREET	CITY	COUNTY STATE	ZIP CODE PHONE (AREA) CODE NO. EXTENSION



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LDV, INC.  
**Trade Name:**  
**Address:** 180 INDUSTRIAL DRIVE  
BURLINGTON, WI 53105  
**Certificate Number:** 1137692  
**Effective Date:** March 29, 2005  
**Date of Issuance:** September 18, 2007

**For Office Use Only:**  
20070918160709129



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1137692 FOR LDV, INC. IS VALID.

**BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC**

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**

**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non Construction Contracts**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

**"New Jersey Business Registration Requirements"**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

**For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.**

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

A rectangular stamp with a grid-like border. At the top, it reads "STATE OF NEW JERSEY" and "BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND OTHER SOURCE CONTRACTOR". Below this, there are fields for "TAXPAYER NAME", "TAX REGISTRATION TEST ACCOUNT", "TAXPAYER IDENTIFICATION", "ADDRESS", "EFFECTIVE DATE", "TRADE NAME", "CLIENT REGISTRATION", "SECURITY NUMBER", "PHONE", and "ISSUANCE DATE". The "ISSUANCE DATE" field contains the date "07/14/04". A signature is written across the bottom right of the stamp.

A rectangular form with a header that reads "STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE". Below the header, there are fields for "Taxpayer Name", "Trade Name", "Address", "Certificate Number", and "Date of Issuance". The "Address" field contains "847 ROHLING AVE, TRENTON, NJ 08611". The "Certificate Number" field contains "1092987". The "Date of Issuance" field contains "October 14, 2004". At the bottom left, there is a section for "For Office Use Only" with the number "200-4101-4112823533".

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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





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

**County Name: Hudson**

**State: Governor, and Legislative Leadership Committees**

**Legislative District #s: 31, 32, & 33**

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

**County:**

**Freeholders**

**County Clerk**

**Sheriff**

**County Executive**

**Surrogate**

**Registrar of Deeds**

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

Bayonne City

East Newark Borough

Guttenberg Town

Harrison Town

Hoboken City

Jersey City

Kearny Town

North Bergen Township

Secaucus Town

Union City City

Weehawken Township

West New York Town

**Boards of Education**

**(Members of the Board):**

East Newark Borough

Guttenberg Town

Hoboken City

Kearny Town

North Bergen Township

Secaucus Town

Weehawken Township

**Fire Districts (Board of Fire Commissioners):**

**(None)**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: David Lynch Home Address: 2807 S. Browns Lake Dr., Burlington, WI 53105	Name: Patrick Lynch Home Address: 2807 S. Browns Lake Dr. Burlington, WI 53105
Name: Michael Lynch Home Address: 2807 S. Browns Lake Dr. Burlington, WI 53105	Name: Mary Lynch Home Address: 2807 S. Browns Lake Dr. Burlington, WI 53105
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 13<sup>th</sup> day of January, 2011

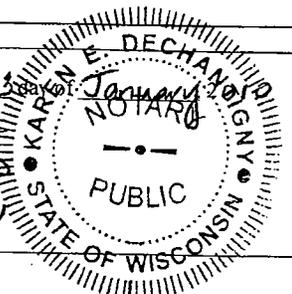
Karen E. DeChango  
(Notary Public)

My Commission expires: 2/20/11

Nancy Strelow  
(Affiant)

Nancy Strelow, Vice President  
(Print name & title of affiant)

(Corporate Seal)



**VENDOR INFORMATION  
(ATTACH COPY OF W9 FORM)**

VENDOR NAME: LDV, Inc.	CITY EMPLOYEE?
ADDRESS: 180 Industrial Drive	YES
	NO X
CITY: Burlington	MINORITY VENDOR?
STATE: Wisconsin ZIP: 53105	YES
TEL #: 262-763-0147 FAX #: 262-763-0156	NO X
FED I.D. # 39-1281237	REQUIRED FORM 1099?
S.S.#	YES
	NO X
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: Manufacturer of specialty vehicles	
VENDOR'S CONTACT/AUTHORIZED PERSON: Nancy Strelow	
EMAIL ADDRESS OR WEBSITE: nstrelow@ldvusa.com	
SIGNATURE OF CONTACT/AUTHORIZED PERSON: <i>Nancy Strelow</i>	
CITY EMPLOYEE REQUESTING VENDOR NUMBER DATE	
TITLE OF EMPLOYEE:	
SIGNATURE OF EMPLOYEE:	

**PURCHASING DIVISION USE ONLY**

AUTHORIZED TO ISSUE VENDOR #

NAME/TITLE/DATE

ASSIGNED VENDOR #

# 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 <b>LDV, Inc.</b>	
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	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>180 Industrial Drive</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Burlington, WI 53105</b>	
List account number(s) here (optional)	

## Part I 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.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number
3   9   1   2   8   1   2   3   7

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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.)

<b>Sign Here</b>	Signature of U.S. person	Date <b>1-13-10</b>
------------------	--------------------------	---------------------

### 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





LDV, Inc.  
180 Industrial Drive  
Burlington, WI 53105  
800.558.5986  
Fax 262.763.0156  
www.ldvusa.com

**SPECIFICATIONS FOR:**

**JERSEY CITY POLICE DEPARTMENT (NJ)**

**MOBILE EOD COMMAND CENTER**

**LDV MODEL #EODMCC202522-09**

**January 7, 2010**



LDV, Inc.  
180 Industrial Drive  
Burlington, WI 53105  
800.558.5986  
Fax 262.763.0156  
www.ldvusa.com

**GSA PRICING PAGE:**

Total commercial price as specified, continental US	\$	429,135.50
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GSA 2 unit discounted price as specified with IFF	\$	396,949.00
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\*Quoted price is contingent on GSA approval to modify LDV contract GS-30F-009L

Delivery terms: 12 months or less ARO

Payment Terms: 2% Net 10, 1.5% Net 15, Net 30

Quote is firm for 30 days from specification date

Quoted price does not include any applicable FET, federal, state or local tax unless specified

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

City Clerk File No. Res. 10-099

Agenda No. 10.W

Approved: \_\_\_\_\_

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH PROACTIVE PLANNING ASSOCIATES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE MANDATORY TRAINING OF MUNICIPAL EMPLOYEES FOR COMMUNITY EMERGENCY RESPONSE TEAM (C.E.R.T.) AND NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS):**

**WHEREAS**, Homeland Security Presidential Directive (HSPD) - 5 requires the adoption of the **National Incident Management System (NIMS)** by state and local organizations a condition for federal preparedness assistance, and

**WHEREAS**, the City of Jersey City has been awarded \$130,000.00 in Urban Area Securities Initiative Funds (UASI);

**WHEREAS**, the Federal Emergency Management Agency requires all emergency response providers and disaster workers, from entry level to executive level, must receive NIMS-700 and ICS-100 level training, and

**WHEREAS**, the City recognizes the need to provide mandatory NIMS and CERT training to all municipal employees of the City of Jersey City and its autonomous agencies; and

**WHEREAS**, PROACTIVE PLANNING ASSOCIATES has submitted a proposal dated December 15, 2009 to include the training of all city employees and has agreed to provide the mandatory training of all city employees for one (1) year beginning January 1, 2010 to December 31, 2010.

**WHEREAS**, the funds required for this program have already been secured under UASI FY09 funding,

**WHEREAS**, the City is acquiring these services as a statutory permitted contract, pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, the value of the contract will not exceed \$ 130,000.00; and

**WHEREAS**, PROACTIVE PLANNING ASSOCIATES has completed and submitted a Business Entity Disclosure Certification which certifies that PROACTIVE PLANNING AND ASSOCIATES has not made any reportable contributions to the Political or Candidate committees listed in the Business Entity Disclosure Certification in the previous one (2005 contributions are exempt) and that the contract will prohibit PROACTIVE PLANNING AND ASSOCIATES for making any reportable contributions during the term of the contract ; and

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

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH PROACTIVE PLANNING ASSOCIATES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE MANDATORY TRAINING OF MUNICIPAL EMPLOYEES FOR COMMUNITY EMERGENCY RESPONSE TEAM (C.E.R.T.) AND NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS):**

WHEREAS, PROACTIVE PLANNING AND ASSOCIATES does hereby certify that he has not made any reportable contributions in the one-year period preceding 01/01/09 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; and

WHEREAS, funds for the expenditure are available from Account No.02-213-40-072-307 in the amount of \$130,000.00; and

WHEREAS, these services qualify as an Extraordinary Unspecifiable Service (EUS) under local Public Contracts Law N.J.S.A. 40A:11 et seq.; and

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 contract with Proactive Planning Associates is awarded as a statutory permitted contract, pursuant to the provisions of N.J.S.A. 19:44A-20.5.
3. Notice of this award shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, \_\_\_\_\_ (Donna Mauer), Chief Financial Officer, certify that these funds are available for the expenditure in accordance with the Local Budget Law N.J.S.A. 40A:4-1 et seq. Account No.02-213-40-072-307 \$130,000.00

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
2/10/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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



# PROACTIVE PLANNING ASSOCIATES

Emergency Preparedness, Response Planning & Training

## PROPOSAL

**TO:** City of Jersey City  
Office of Emergency Management  
And Homeland Security  
715 Summit Avenue  
Jersey City, NJ 07470

**DATE:** December 23, 2009

**ATTN:** Sgt. Greg Kierce, Coordinator

ITEM	DESCRIPTION	AMOUNT
	C.E.R.T. , ICS - 100 & IS - 700 NIMS Training for Civilian Full Time Staff – 240 employees -monthly beginning January 1, 2010 through December 31, 2010.	\$75.00 per employee

I certify that the above listed services have been provided and all information is accurate.

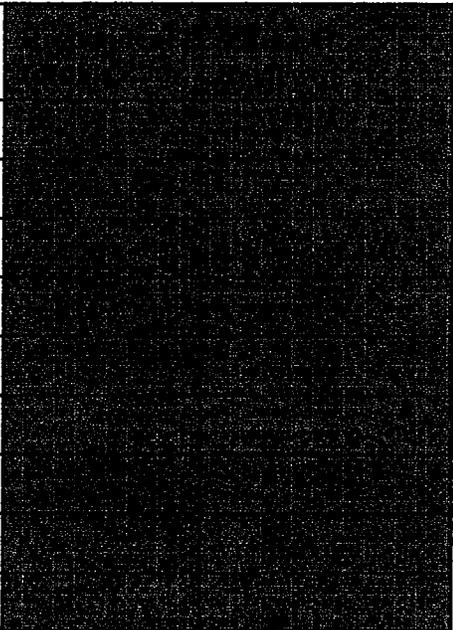
\_\_\_\_\_  
Paul Soriero, Owner  
Proactive Planning Associates

**CITY OF JERSEY CITY**

**RESOLUTION:**

**VENDOR:**

**RESPONDENT'S CHECKLIST**

Item	
A. Non-Collusion Affidavit properly notarized	
B. Public Disclosure Statement	
C. Mandatory Affirmative Action Language	
D. Americans with Disabilities Act	
E. Affirmative Action Compliance Notice	
F. MWBE Questionnaire (2 copies)	
G. Form AA302 – Employee Information Report	
H. Business Registration Certificate	
I. Original signature(s) on all required forms.	

① J.W-9

**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: Proactive Planning Associates

Address: 29 Carlisle Road Wayne, NJ 07470

Telephone No.: 201-615-5780

Contact Name: Paul Soriero

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

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

**Questionnaire for Bidders**

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Business Name: Proactive Planning Associates

Address: 29 Carlisle Road, Wayne, NJ 07470

Telephone No.: 201-615-5780

Contact Name: Paul Soriero

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

**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: Proactive Planning Associates

SIGNATURE: Paul Soriero DATE: 11/4/2010

PRINT NAME: Paul Soriero TITLE: Owner

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

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

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

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

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

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

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

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

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

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

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

Representative's Name/Title Print): Paul Soriero

Representative's Signature: Paul Soriero

Name of Company: Proactive Planning Associates

Tel. No.: 201-615-5780 Date: 1/14/00

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name <b>Paul Soriero</b>	
Business name, if different from above <b>Proactive Planning Associates</b>	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>29 Carlisle Road</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Wayne, NJ 07470</b>	
List account number(s) here (optional)	

**Part I 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.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
2	6	3	7	5	3	6	9	2

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- 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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>1-14-2010</b>
------------------	----------------------------	-------------------------

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name  
**Paul Soriero**

Business name, if different from above  
**Proactive Planning Associates**

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**29 Carlisle Road**

City, state, and ZIP code  
**Wayne, NJ 07470**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. 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

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or

Employer identification number

2	6	3	7	5	3	6	9	2
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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:

- 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
- 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
- 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 **Paul Soriero** Date **1-14-2010**

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.





CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 43822

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-AUG-2009 to 15-AUG-2016

PROACTIVE PLANNING ASSOCIATES  
29 CARLISLE ROAD  
WAYNE

NJ 07470



A handwritten signature in black ink, appearing to be "D. A. ...", written over a horizontal line.

State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

SORIERO, PAUL

ADDRESS:

29 CARLISLE ROAD  
WAYNE NJ 07470

EFFECTIVE DATE:

01/21/09

TRADE NAME:

PROACTIVE PLANNING ASSOCIATES

SEQUENCE NUMBER:

1461232

ISSUANCE DATE:

01/21/09

*James J. ...*  
Director  
New Jersey Division of Revenue

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

- [ ] Partnership [ ] Corporation [X] Sole Proprietorship
[ ] Limited Partnership [ ] Limited Liability Corporation [ ] Limited Liability Partnership
[ ] Subchapter S Corporation

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

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders. First row contains handwritten entry for Paul Soriero.

Notary section containing text: 'Subscribed and sworn before me this \_\_\_ day of \_\_\_, 20\_\_', 'GREGORY MALAVE NOTARY PUBLIC OF NEW JERSEY', and a signature.

Sworn and signed before me this 14 day of January 20 10

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am OWNER  
of the firm of PROACTIVE PLANNING ASSOCIATIONS

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

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

(Signature of respondent) Paul Soriero  
Paul Soriero

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

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

GREGORY MALAVE  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 12/15/2013

Sworn to and subscribed  
before me this  
14 day of January 2010