

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

City Clerk File No. Res. 10-203

Agenda No. 10.A

Approved: APR 14 2010

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 \$446,670,004 .

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
20-140 INFORMATION TECHNOLOGY OE	1,113,050	1,193,050
26-290 PUBLIC WORKS DIRECTOR'S OFFICE OE	49,200	54,200
28-375 PARK MAINTENANCE OE	423,075	456,075
26-291 BUILDING & STREET MAINTENANCE OE	1,163,425	1,217,925
26-315 AUTOMOTIVE SERVICES OE	2,124,325	2,347,825
28-370 RECREATION OE	276,000	285,216
27-330 HHS DIRECTOR'S OFFICE OE	36,325	52,325
27-331 HEALTH OE	466,600	499,600
27-335 DIV OF SENIOR AFFAIRS OE	83,475	84,475
25-240 POLICE OE	1,784,850	2,159,850
31-435 COMMUNICATIONS	684,500	899,500
26-305 JERSEY CITY INCINERATOR AUTHORITY	22,000,000	24,000,000
43-495 PUBLIC DEFENDER OE	171,000	221,000
36-470 CONTR PERS O/S CAP	914,395	914,396
46-885 TAX APPEALS PRINCIPAL	7,643,797	0

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 **8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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

GENERAL REVENUES	FROM	TO
SECTION F: PUBLIC & PRIVATE REVENUES OFFSET WITH APPROPRIATIONS		
RECREATIONAL OPPORTUNITES FOR INDIVIDUALS WITH DISABILITIE	0	20,000
NJDOT - NEWARK AVENUE ROADWAY IMPROVEMENT	0	4,311,708
CHILD HEALTH - PORSCHE	195,000	201,900
SENIOR CITIZEN SERVICES	0	65,000
URBAN AREA SECURITY INITIATIVE GRANT - FIRE	0	1,978,970
SAMHSA - TOWN HALL MEETINGS	0	500
ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT	0	2,329,500
NJDOT - NEWARK AVENUE PHASE 3 SIDE STREETS	0	1,020,000
HUD - SPECIAL PROJECT SUPPORT	0	237,500
PUBLIC HEALTH PRIORITY FUNDING	0	150,082
SENIOR NUTRITION	0	1,111,323
NJDOT - SIP AVENUE RESURFACING	0	208,659
SENIOR NUTRITION - ARRA	0	130,169
SENIOR FARMER'S MARKET	3,000	6,000
EMERGENCY MANAGEMENT ASSISTANCE - OEM	0	20,000
HCOS - PERSHING FIELD HISTORIC ARCH PRESERVATION	0	25,000
TOTAL SECTION F:PUBLIC & PRIVATE REVENUES OFFSET WITH APPROPRIATIONS	198,000	11,816,311
SECTION G: SPECIAL REVENUE ITEMS PAYMENTS IN LIEU OF TAXES (P.I.L.O.T):		
ATHENA JC UR	1,636,330	1,879,434
GROVE POINT CONDO URBAN RENEWAL	431,401	454,683
ERIE- TENTH URBAN RENEWAL	332,533	337,369
GREENE STREET UR, LLC	170,201	240,463
LIBERTY HARBOR NORTH, UR (METRO HOMES) (GULLS COVE)	1,316,355	1,431,240
LIBERTY HARBOR NORTH CONDO UR 4 LLC	525,478	602,793
LIBERTY HARBOR NORTH BROWNSTONES	446,720	472,521
159 SECOND ST UR, LLC (WALDO LOFTS)	587,469	657,632
CENTEX HOMES (475 CLAREMONT LOFTS)	420,894	593,643
NEWPORT SHORE CLUB SOUTH	1,919,782	2,112,577
MONTGOMERY GREENE UR, LLC	730,919	773,137
K. HOVNIANIAN	593,802	621,270
BLOCK 284 NORTH U.R. LLC AKA ST FRANCIS	107,310	117,174
VECTOR U.R. ASSOC. I (HARBORSPRIE I)	1,732,686	1,837,961
475 CLAREMONT LOFTS	220,184	233,094
PORT LIBERTE'	2,163,237	2,245,173
RIALTO CAPITAL UR, LLC	950,725	1,005,425
PORTOFINO TOWERS / PORTOFINO WATERFRONT U.R.	2,247,600	2,377,135
SUGAR HOUSE	674,727	686,960
T.C.R. PIER URBAN RENEWAL	671,442	695,231
JAMES MONROE	2,057,384	2,130,019
TOWN COVE SOUTH URBAN RENEWAL (PINNACLE TOWERS)	1,773,713	1,412,860
LIBERTY WATERFRONT	1,341,864	1,420,530
PORTE LIBERTE II	3,613,519	3,756,668
RAINE COURT URBAN RENEWAL	139,748	144,862
FULTON'S LANDING (PULTEHOMES UR, LLC)	699,295	721,690
MAJESTIC THEATRE	228,955	237,259
140 BAY STREET	380,482	394,765
700 GROVE STREET	1,838,885	1,948,360
LIBERTY POINT	183,128	202,360
HENDERSON LOFTS	649,926	687,733
K. HOVNIANIAN AT 77 HUDSON ST., UR, CO. LLC	69,912	189,125
SHORE CLUB NORTH UR LLC	1,432,850	1,514,376
ACC TOWER 1A (AMERICAN CAN)	161,118	197,761
TOTAL P.I.L.O.T.	32,450,574	34,333,283
SALE OF MUNICIPAL PROP - LAND SALES	7,200,000	5,800,000
TOTAL SECTION G: SPECIAL REVENUE ITEMS	39,650,574	40,133,283
SUMMARY OF REVENUES		
SECTION F:SPECIAL ITEMS PUBLIC & PRIVATE REVENUES	198,000	11,816,311
SECTION G: SPECIAL ITEMS - OTHER SPECIAL ITEMS	39,650,574	40,133,283
TOTAL MISCELLANEOUS REVENUES	292,502,797	304,643,816
SUBTOTAL GENERAL REVENUES	305,162,951	317,303,970
AMOUNT TO RAISED BY TAXES FOR SUPPORT OF MUNICIPAL BUDGET:		
(a) LOCAL TAX INCL. RESERVE FOR UNCOLLECTED TAXES	195,195,586	185,058,594
TOTAL AMOUNT TO BE RAISED BY TAXES	202,702,504	192,565,512
TOTAL GENERAL REVENUES	507,865,455	509,869,483
GENERAL APPROPRIATIONS OPERATIONS WITHIN "CAPS"		
MAYOR'S OFFICE - SALARY & WAGES	1,166,000	1,030,000

TOTAL OFFICE OF THE MAYOR	1,166,001	1,030,001
OFFICE OF THE CITY CLERK - SALARY & WAGES	889,600	733,000
MUNICIPAL COUNCIL - SALARIES & WAGES	613,300	573,440
TOTAL CITY CLERK & COUNCIL	1,502,900	1,306,440
ADMINISTRATOR'S OFFICE - SALARY & WAGES	2,524,800	2,262,250
ARCHITECTURE - SALARIES & WAGES	546,800	527,000
PURCHASING & CENTRAL SERVICES - SALARIES & WAGES	731,698	670,200
REAL ESTATE - SALARIES & WAGES	190,300	194,500
COMMUNICATIONS - SALARIES & WAGES	497,600	467,500
ECONOMIC OPPORTUNITY - SALARIES & WAGES	477,400	451,000
INFORMATION TECHNOLOGY - SALARIES & WAGES	1,101,300	1,026,000
INFORMATION TECHNOLOGY - OTHER EXPENSES	1,452,200	1,557,200
MUNICIPAL COURT - SALARIES & WAGES	4,222,000	4,000,000
COLLECTIONS - SALARIES & WAGES	790,260	775,640
ABATEMENT MANAGEMENT - SALARIES & WAGES	246,000	220,000
ACCOUNTS & CONTROLS - SALARIES & WAGES	617,000	567,000
INTERNAL AUDIT - SALARIES & WAGES	173,200	160,000
INTERNAL AUDIT - OTHER EXPENSES	6,900	3,100
TOTAL - DEPARTMENT OF ADMINISTRATION	13,577,458	12,881,390
LAW DEPARTMENT - SALARIES & WAGES	3,030,880	2,730,500
LAW DEPARTMENT - OTHER EXPENSES	1,021,500	946,800
TOTAL - DEPARTMENT OF LAW	4,052,380	3,677,300
DIRECTOR'S OFFICE - SALARIES & WAGES	553,300	545,595
PARKS MAINTENANCE - SALARIES & WAGES	2,739,800	2,464,800
BUILDING & STREET MAINTENANCE - SALARIES & WAGES	2,705,275	2,582,725
BUILDING & STREET MAINTENANCE - OTHER EXPENSES	1,611,800	1,176,060
AUTOMOTIVE SERVICES - SALARIES & WAGES	921,100	905,100
AUTOMOTIVE SERVICES - OTHER EXPENSES	2,452,700	2,302,700
NEIGHBORHOOD IMPROVEMENT SALARIES & WAGES	688,200	625,200
TOTAL DEPARTMENT OF PUBLIC WORKS	11,672,175	10,602,180
DIRECTOR'S OFFICE - SALARIES & WAGES	3,385,000	2,945,000
DIRECTOR'S OFFICE - OTHER EXPENSES	501,635	352,235
TOTAL - DEPARTMENT OF RECREATION	3,886,635	3,297,235
DIRECTOR'S OFFICE - SALARIES & WAGES	868,500	816,500
DIRECTOR'S OFFICE - OTHER EXPENSES	501,635	71,300
HEALTH - SALARIES & WAGES	2,276,700	2,209,325
HEALTH - OTHER EXPENSES	666,091	656,066
CULTURAL AFFAIRS - SALARIES & WAGES	671,900	641,000
CULTURAL AFFAIRS - OTHER EXPENSES	419,100	176,700
CLINICAL SERVICES - SALARIES & WAGES	189,000	154,094
CLINICAL SERVICES - OTHER EXPENSES	68,000	46,270
SENIOR CITIZEN AFFAIRS - SALARIES & WAGES	330,700	234,500
SENIOR CITIZEN AFFAIRS - OTHER EXPENSES	242,525	73,275
TOTAL - HEALTH & HUMAN SERVICES	6,234,151	5,079,030
POLICE - SALARIES & WAGES	95,864,000	93,390,240
POLICE - OTHER EXPENSES	2,589,400	2,522,750
TOTAL - POLICE DEPARTMENT	98,453,400	95,912,990
CONSTRUCTION CODE OFFICIAL - SALARIES & WAGES	2,119,500	1,999,900
COMMERCE - SALARIES & WAGES	928,600	911,600
HOUSING CODE ENFORCEMENT - SALARIES & WAGES	995,700	924,000
TOTAL HOUSING, ECONOMIC DEVELOPMENT & COMMERCE	4,043,800	3,835,500
UNCLASSIFIED COSTS:		
INSURANCE ALL DEPARTMENTS	9,390,500	6,390,500
ELECTRICITY	3,365,000	3,000,000
STREET LIGHTING	3,525,000	3,000,000
GASOLINE	1,600,000	1,100,000
OFFICE SERVICES	1,641,200	1,361,200
TOTAL - UNCLASSIFIED	19,521,700	14,851,700
ACCUMULATED ABSENCES	7,000,000	8,404,000
TOTAL OPERATIONS WITHIN CAPS	350,763,804	340,842,805
TOTAL OPERATIONS INCL. CONTINGENT WITHIN CAPS	350,813,804	340,892,805
DETAIL:		
SALARIES & WAGES	213,363,699	209,349,895
OTHER EXPENSES (Incl. Contingent)	137,450,105	131,542,910
DEFERRED CHARGES & STATUTORY EXPENDITURES WITHIN "CAPS"		
PRIOR YEARS BILLS	13,711	15,469
SUBTOTAL DEFERRED CHARGES	13,711	15,469
TOTAL DEFERRED CHARGES & STATUTORY EXPENDITURES -		

MUNICIPAL within CAPS	27,635,529	27,637,287
(H-1) TOTAL GENERAL APPROPRIATIONS WITHIN CAPS	378,449,333	368,530,092
GENERAL APPROPRIATIONS - OPERATIONS		
EXCLUDED FROM "CAPS"		
PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)	914,395	914,396
SUBTOTAL OTHER OPERATIONS EXCLUDED FROM "CAP"	34,336,178	34,336,179
PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES:		
PUBLIC HEALTH PRIORITY FUNDING	0	150,082
CHILD HEALTH - PORSCHE	195,000	201,900
SENIOR CITIZEN SERVICES	0	65,000
SENIOR NUTRITION	0	1,374,698
SENIOR FARMER'S MARKET	3,000	6,000
URBAN AREA SECURITY INITIATIVE GRANT - FIRE	0	1,978,970
CCTV MAINTENANCE	749,027	762,732
HUD - SPECIAL PROJECT SUPPORT	0	237,500
ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT	0	2,329,500
NJDOT - SIP AVENUE RESURFACING	0	208,659
HCOS - PERSHING FIELD HISTORIC ARCH PRESERVATION	0	25,000
RECREATIONAL OPPORTUNITIES FOR INDIVIDUALS WITH DISABILITIE	0	24,000
NJDOT - NEWARK AVENUE ROADWAY IMPROVEMENT	0	4,311,708
SENIOR NUTRITION - ARRA	0	130,169
SAMHSA - TOWN HALL MEETINGS	0	500
NJDOT - NEWARK AVENUE PHASE 3 SIDE STREETS	0	1,020,000
EMERGENCY MANAGEMENT ASSISTANCE - OEM	0	40,000
TOTAL - PUBLIC & PRIVATE PROGRAMS	947,027	12,866,418
TOTAL OPERATIONS - EXCLUDED "CAPS"	67,563,374	79,532,766
DETAIL:		
OTHER EXPENSES	67,563,374	79,532,766
(H-2) TOTAL GENERAL APPROPRIATIONS EXCLUDED FROM "CAPS"	11,757,410	123,726,802
(O) TOTAL GENERAL APPROPRIATIONS EXCLUDED FROM "CAPS"	127,677,954	139,647,346
SUBTOTAL GENERAL APPROPRIATIONS (H1) & (O)	506,127,287	508,177,438
RESERVE FOR UNCOLLECTED TAXES	1,738,168	1,692,045
TOTAL GENERAL APPROPRIATIONS	507,865,455	509,869,483
SUMMARY OF APPROPRIATIONS		
OPERATIONS WITHIN CAPS, INCLUDING CONTINGENT	350,813,804	340,892,805
OTHER OPERATIONS	34,336,178	34,336,179
PUBLIC & PRIVATE REVENUES OFFSET BY APPROPRIATIONS	33,227,196	45,196,587
OPERATIONS EXCLUDED FROM CAPS	67,563,374	79,532,766
TOTAL DEFERRED CHARGES	313,711	315,469
RESERVE FOR UNCOLLECTED TAXES	1,738,168	1,692,045
TOTAL GENERAL APPROPRIATIONS	507,865,455	509,869,483

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

City Clerk File No. Res. 10-205
 Agenda No. 10.C
 Approved: APR 14 2010
 TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY CANCELLING AN EXCESS REFUNDING BOND AUTHORIZATION

WHEREAS, on March 10, 2010, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City") finally adopted Ordinance No. 10-031 (the "Refunding Ordinance"), authorizing the issuance of up to \$7,893,797 in aggregate principal amount of tax appeal refunding obligations thereunder; and

WHEREAS, in approving the Refunding Ordinance, the New Jersey Local Finance Board limited the issuance of tax appeal refunding obligations thereunder to the aggregate principal amount of \$7,201,450; and

WHEREAS, the City has sold, and intends to issue on April 21, 2010, its refunding notes in the aggregate principal amount of \$7,201,450 pursuant to the Refunding Ordinance; and

WHEREAS, in accordance with the aforementioned Local Finance Board approval, and the City now desires to cancel the unused authorization for the remaining \$692,347 of tax appeal refunding obligations authorized by the Refunding Ordinance;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey, that the following excess refunding bond authorizations are hereby cancelled:

<u>Ordinance</u>	<u>Amt. Authorized</u>	<u>Amt. to be Issued</u>	<u>Amt. to be Cancelled</u>
10-031	\$ 7,893,797	\$ 7,201,450	\$ 692,347

This resolution shall take effect immediately.

APPROVED: *Donna Meyer, CFO*
 APPROVED: *B. O'Keilly*
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0
4/14/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-206

Agenda No. 10.D

Approved: APR 14 2010



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

COUNCIL OFFERED AND MOVE ADOPTION OF THE FOLLOWING RESOLUTIONS:

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

WHEREAS, the Annual Report of Audit for the Financial Statements for the years ended June 30, 2009 and 2008 have been filed by Frederick J. Tomkins of Donohue, Girona & Doria, a Registered Municipal Accountant, with Robert Byrne, the Municipal Clerk of the City of Jersey City, in accordance with the requirements of N.J.S.A. 40A:5-4 and a copy has been received by each member of the governing body; and

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

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

General Comments
Recommendations; and

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

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

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

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

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

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

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keefe
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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
Peter M. Brennan, President of Council

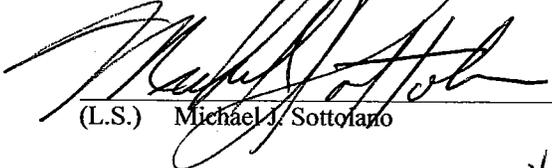
Robert Byrne
Robert Byrne, City Clerk

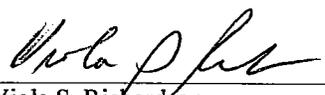
**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES**

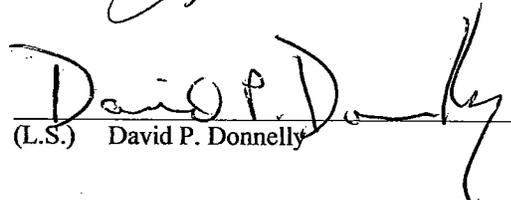
STATE OF NEW JERSEY
COUNTY OF HUDSON

We, members of the governing body of the City of Jersey City, in the County of Hudson, being duly sworn according to law, upon our oath depose and say:

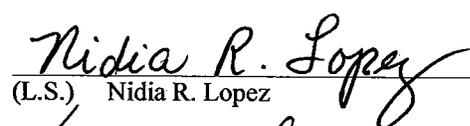
1. We are duly elected members of the Municipal Council of the City of Jersey City in the County of Hudson;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2007;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

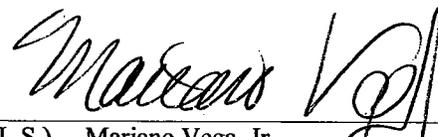

(L.S.) Michael J. Sottorano

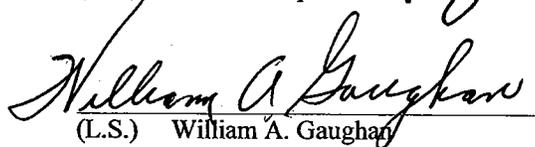

(L.S.) Viola S. Richardson

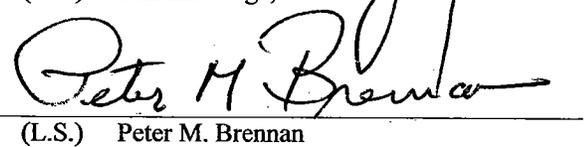

(L.S.) David P. Donnelly

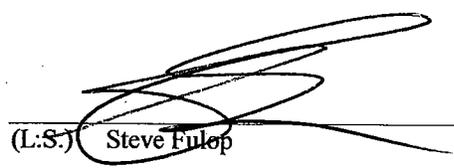

(L.S.) Willie L. Flood


(L.S.) Nidia R. Lopez


(L.S.) Mariano Vega, Jr.


(L.S.) William A. Gaughan


(L.S.) Peter M. Brennan


(L.S.) Steve Fulop

Sworn to and subscribed before me this
15th day of APRIL

Notary Public of New Jersey

RENÉE MICHELE JACKSON
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 7/23/14


Robert Byrne, City Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.
IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

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

City Clerk File No. Res. 10-207
 Agenda No. 10.E
 Approved: APR 14 2010



TITLE: **RESOLUTION CONFIRMING THE SALE OF CITY OWNED PROPERTY NOT NEEDED FOR PUBLIC USE, HELD ON Tuesday, March 30, 2010.**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on March 10, 2010, the Municipal Council of the City of Jersey City passed and adopted a resolution authorizing the sale of certain public lands not needed for public use, by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13; and,

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

WHEREAS, in pursuance to said resolution such public sale was held in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey on Tuesday, March 30, 2010 at ten o'clock in the forenoon, local time; and,

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

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

BLOCK	LOT(S)	LOCATION	PURCHASER	PRICE
1927	35, 37	120-122 Monticello Ave.	Monticello 120, LLC 317 Grove Street #6 Jersey City, New Jersey 07302	\$140,000.00
574	B	666 Summit Avenue	Jersey City Firemen FCU 666 Summit Avenue Jersey City, New Jersey 07306	\$275,000.00
726	1	218 Central Avenue	Medici Associates 650 Montgomery Street #101 Jersey City, New Jersey 07306	\$290,000.00
1794	H.4	106 Boyd Avenue	Paul Schaeztle 289 Union Street Jersey City, New Jersey	\$175,000.00

APPROVED: Ann Marie Miller APPROVED AS TO LEGAL FORM
 Ann Marie Miller, Real Estate Manager
 APPROVED: B. O'Keilly
 Business Administrator Corporation Counsel

2010035

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
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
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-208
 Agenda No. 10.F
 Approved: APR 14 2010
 TITLE:



AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE # 200472 FOR JD RE & TSC HOLDING LLC

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

WHEREAS, the City of Jersey City sold a tax sale certificate on 225 St. Paul's Avenue for Block 593.A Lot PLC.1P, Certificate 200472 on November 2, 1995 to **FUNB-CUST FOR D.H. TRUSTEE**; and

WHEREAS, **FUNB-CUST FOR D.H. TRUSTEE** sold certificate # 200472 by assignment to **JD RE & TSC HOLDING LLC** on September 28, 2006; and

WHEREAS, **JD RE & TSC HOLDING LLC** the third party lienholder for Certificate 200472 lost the original certificate issued on November 2, 1995; and

WHEREAS, the Tax Collector would like to issue a duplicate tax sale certificates to **JD RE & TSC HOLDING LLC** under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that **JD RE & TSC HOLDING LLC** be issued a duplicate tax sale certificate.

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

**APPROVED 9-0
 4/14/10**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
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.

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

Affidavit of Lost Tax sale Certificate 2000472

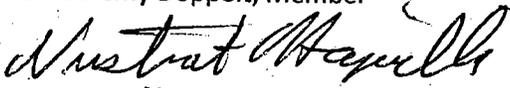
I hereby certify that the original of tax sale certificate 200472 which is a lien on 225 St. Paul's Avenue, Unit 1F, has been misplaced. I hereby certify that the certificate has not been assigned.

I am executing this Affidavit in order to induce the Jersey City Tax Collector to issue a duplicate original certificate for this tax sale certificate.

JD RE & TSC Holdings LLC



BY: Jeremy Doppelt, Member



Notary Public
State of New Jersey
Nustret Hajrulla
My Commission Expires Oct 10, 2010

ASSIGNMENT OF TAX SALE CERTIFICATES

KNOW ALL MEN BY THESE PRESENTS that Wachovia Bank N.A. f/k/a First Union/DH Trustee C.T. Dept. in consideration of the sum of \$1.00 and other good and valuable consideration paid by, JD RE & TSC Holding LLC whose address is c/o Jeremy Doppelt Realty Management, 2600 Kennedy Blvd, Suite 1J, Jersey City, NJ 07306 this September 28th, 2006, the receipt of which is hereby acknowledged, has granted, sold, bargained, transferred, assigned and set over unto the said JD RE & TSC Holding LLC all of its right, title and interest, property and estate in and to the following tax sale certificates made by the Tax Collector of The City of Jersey City, County of Hudson, New Jersey and more particularly described as follows:

1. Tax Sale Certificate #95-200472 issued by the tax collector of the City of Jersey City to Wachovia Bank N.A. F/K/A FUNB/DH Trustee, recorded on 02/13/1996 at BK5853 PG011.

Assessed owner: Frances B. Elliccia, Property known as Block 593.A Lot PLC.1P Condo 0.3888 on the Official Tax Map of The City of Jersey City, County of Hudson in the State of New Jersey.

IN WITNESS WHEREOF, the party of the first part has hereunto set his/her hand and seal the 28th day of September, 2006.

Wachovia Bank, N/A.
F/K/A First Union National Bank
N.A. Caramanico
By: Nicholas A. Caramanico, Its Vice-President

COMMONWEALTH OF PENNSYLVANIA:
COUNTY PHILADELPHIA:

Be it remembered that on this 28th day of September in the year 2006 before me, the subscriber, personally appeared, Nicholas A. Caramanico, Vice-President of Wachovia Bank, N.A. F/K/A First Union National Bank., Who I am satisfied is the person who signed the within instrument and he/she acknowledged that he/she signed, delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation.

Courtney Dean Fisher Notary
My Commission Expires:

Prepared by: Pasquale J. Guliano

PropSkey # 715348

Notarial Seal
Courtney Dean Fisher, Notary Public
Philadelphia County-Comm. of PA
My Commission Expires Nov. 23, 2008

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

City Clerk File No. Res. 10-209

Agenda No. 10.6

Approved: APR 14 2010

TITLE:



CANCELLATION OF 2009 ADDED ASSESSMENT CHARGES ON BLOCK 577 LOT 47, ALSO KNOWN AS 127 LAIDLAW AVENUE

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

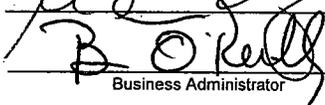
WHEREAS, the Tax Assessor billed an added assessment on Block 577 Lot 47 in the amount of \$ 1,848.31 on November 1, 2009; and

WHEREAS, the Tax Assessor advised the Tax Collector that the property was erroneously assessed for an added assessment in the amount of \$ 1,848.31; and

WHEREAS, the Tax Collector would like to cancel the charges on Block 577 Lot 47 in the amount of \$1,848.31; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the added assessment charges on Block 577 Lot 47 in the amount of \$ 1,848.31 be canceled

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required

Not Required

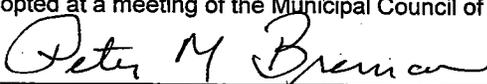
APPROVED 9-0
4/14/10

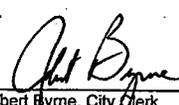
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

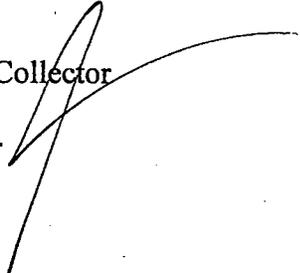
Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE ASSESSOR
(201) 547-5131

DATE: March 17, 2010
TO: Maureen Cosgrove, Collector
FROM: Ed Toloza, Assessor
SUBJECT: **Block 577 Lot 47**
127 Laidlaw Ave.



Please be advised that, a review of the assessments on the above captioned property indicate that it is not subject to an added assessment for the taxing year 2009. However, this Office has erroneously assessed the same for 2009 in the amount of \$1,848.31.

Would you please cancel this taxes billed in error.

If you have any question on this matter, please don't hesitate to give me a call.

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

City Clerk File No. Res. 10-210

Agenda No. 10.H

Approved: APR 14 2010

TITLE:



CANCELLATION OF 2004-2009 REAL ESTATE TAXES ON BLOCK 501 LOTS 8.B & 11.B, OWNED BY PORT AUTHORITY TRANS-HUDSON CORP.

COUNCIL OFFERED, AND MOVED ADOPTION
OF THE FOLLOWING RESOLUTION:

WHEREAS, the properties located at Block 501 Lot 8.B & 11.B owned by Port Authority Trans-Hudson were inadvertently assessed for the 2004-2009 tax years; and

WHEREAS, the properties were sold at tax sale on June 23, 2005 & June 26, 2008; and

WHEREAS, the Tax Collector's would like to cancel the liens on each property; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the tax liens on Block 501 Lots 8.B & 11.B are hereby canceled.

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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.

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

INTERDEPARTMENTAL MEMORANDUM
OFFICE OF THE ASSESSOR
(201) 547-5131

DATE: March 24, 2010
TO: Maureen Cosgrove, Collector
FROM: Ed Toloza, Assessor
SUBJECT: **Block 501 Lot 11/B, 8.B**
Merseles St.

Please be advised that the above subjected properties had the Consolidated Rail as the owner of record and when this Office found out that these haven't been used for railroad purposes, they went back into the tax rolls. Records indicate that assessments began in the 2004 taxing year.

The property taxes were sold to a third-party and in the course of enforcing such certificate of which the City is a defendant, it was found out that the subject properties were actually owned by the Port Authority of NY & NY since June 30 of 1987.

This Office was advised by the Law Department that due to precedents that will be used to prosecute this case, we were advised to cancel the liens and refund the lien holder together with the statutory interest.

If you have any question on this matter, please don't hesitate to give me a call.

cc: Judith O'Donnell, Asst. Corp. Counsel

INTERDEPARTMENTAL MEMORANDUM

OFFICE OF THE ASSESSOR

(201) 547-5131

DATE: March 24, 2010
TO: Maureen Cosgrove, Collector
FROM: Ed Toloza, Assessor
SUBJECT: **Block 501 Lot 11.B**

Please be advised that the above subjected property had the Consolidated Rail as the owner of record and when this Office found out that it has not been used for railroad purposes it went back into the tax rolls. Records indicate that we assessment began in the 2004 taxing year.

The property taxes were sold to a third-party and in the course of enforcing such certificate, it was found out that the subject property is actually owned by the Port Authority of NY & NY since June 30 of 1987.

This Office was advised by the Law Department that due to precedents that will be used to prosecute this case, we were advised to cancel the liens and refund the lien holder together with the statutory interest.

If you have any question on this matter, please don't hesitate to give me a call.

cc: Judith O'Donnell, Asst. Corp. Counsel

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

City Clerk File No. Res. 10-211

Agenda No. 10.1

Approved: APR 14 2010

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 138 WESTSIDE AVENUE A/K/A BLOCK 1280.D, LOT 5

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, on September 10, 2004, Edward and Sally Moore (Borrowers) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$5,097.00 made under the HORM Program; and

WHEREAS, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowners reside in the property and do not sell the property; and

WHEREAS, the mortgage affects property known as 138 Westside Avenue, Jersey City, also known as Lot 5 in Block 1280.D; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Edward and Sally Moore dated September 10, 2004 in the sum of \$5,097.00 affecting 138 Westside Avenue, Jersey City, also known as Lot 5 in Block 1280.D.

IW/kn
3-30-10

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *B. O'Reilly*
Business Administrator

Corporation Counsel

Certification Required

Not Required

10034

APPROVED 9-0
4/14/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
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
Peter M. Brennan, President of Council

Robert Byrnes
Robert Byrnes, City Clerk

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

City Clerk File No. Res. 10-212

Agenda No. 10.J

Approved: APR 14 2010

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 42 SOUTH STREET A/K/A BLOCK 785, LOT F

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, on August 25, 2000, Bernadette O'Brian (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$6,000.00 made under the HORP Program; and

WHEREAS, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 42 South Street, also known as Lot F in Block 785; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Bernadette O'Brian dated August 25, 2000 in the sum of \$6,000.00 affecting 42 South Street, Jersey City, also known as Lot F in Block 785.

IW/kn
3-29-10

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Reilly

Business Administrator

Corporation Counsel

2010033

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ 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

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

City Clerk File No. Res. 10-213

Agenda No. 10.K

Approved: APR 14 2010



TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE
CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD
TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS
WITHIN THE BRIGHT AND VARICK STUDY AREA TO DETERMINE IF SUCH
AREA SHOULD BE DECLARED AN AREA IN NEED OF REDEVELOPMENT
AND/OR AN AREA IN NEED OF REHABILITATION**

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

WHEREAS, pursuant to NJSA 40A:12A-14 a delineated area may be declared to be in need of rehabilitation if it meets the criteria contained in the referenced section of the statute; and

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

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

WHEREAS, the area to be investigated shall consist of a study area within the area at the southwest corner of block 305, inclusive of lots B1, C1, D1, and E1 as depicted on the attached Bright and Varick Study Area Boundary Map, dated April 5, 2010, which map will supersede the above verbal delineation of the Study Area boundary in the event of any discrepancies.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the property identified with the Bright and Varick Study Area to determine if said area qualifies as an "area in need of redevelopment" and/or "an area in need of rehabilitation" to review and recommend to the Municipal Council a proposed redevelopment plan for said area.

Robert D. Cotter

Robert D. Cotter, PP, AICP
Director of City Planning

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET

1. Full Title of Resolution:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS WITHIN THE BRIGHT & VARICK STUDY AREA TO DETERMINE IF SUCH AREA SHOULD BE DECLARED AN AREA IN NEED OF REDEVELOPMENT AND/OR AN AREA IN NEED OF REHABILITATION

2. Name and Title of Person Initiating the Resolution, etc.:

Carl Czaplicki, Director, Department of HEDC

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

Authorizes the Planning Board to undertake a study to determine whether the Study Area meets the statutory criteria to be declared an "area in need of redevelopment" and/or "an area in need of rehabilitation," thus warranting the adoption of a redevelopment plan.

4. Reasons for the Proposed Program, Project, etc.:

In order to determine whether the area in question qualifies for redevelopment, the Municipal Council must first authorize the Planning Board to conduct a preliminary investigation of conditions in the area.

5. Anticipated Benefits to the Community:

If the area is determined to be in need of redevelopment and/or in need of rehabilitation, resulting improvement and redevelopment would eliminate the conditions that led to the declaration of need and improve the health, safety, and welfare of the community.

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

Cost: \$0.00; work to be done in-house

7. Date Proposed Program or Project will commence:

As soon as possible after adoption of this Resolution.

8. Anticipated Completion Date: N/A

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

Robert D. Cotter, Director, City Planning 547-5050

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.



Division Director

APRIL 7, 2010

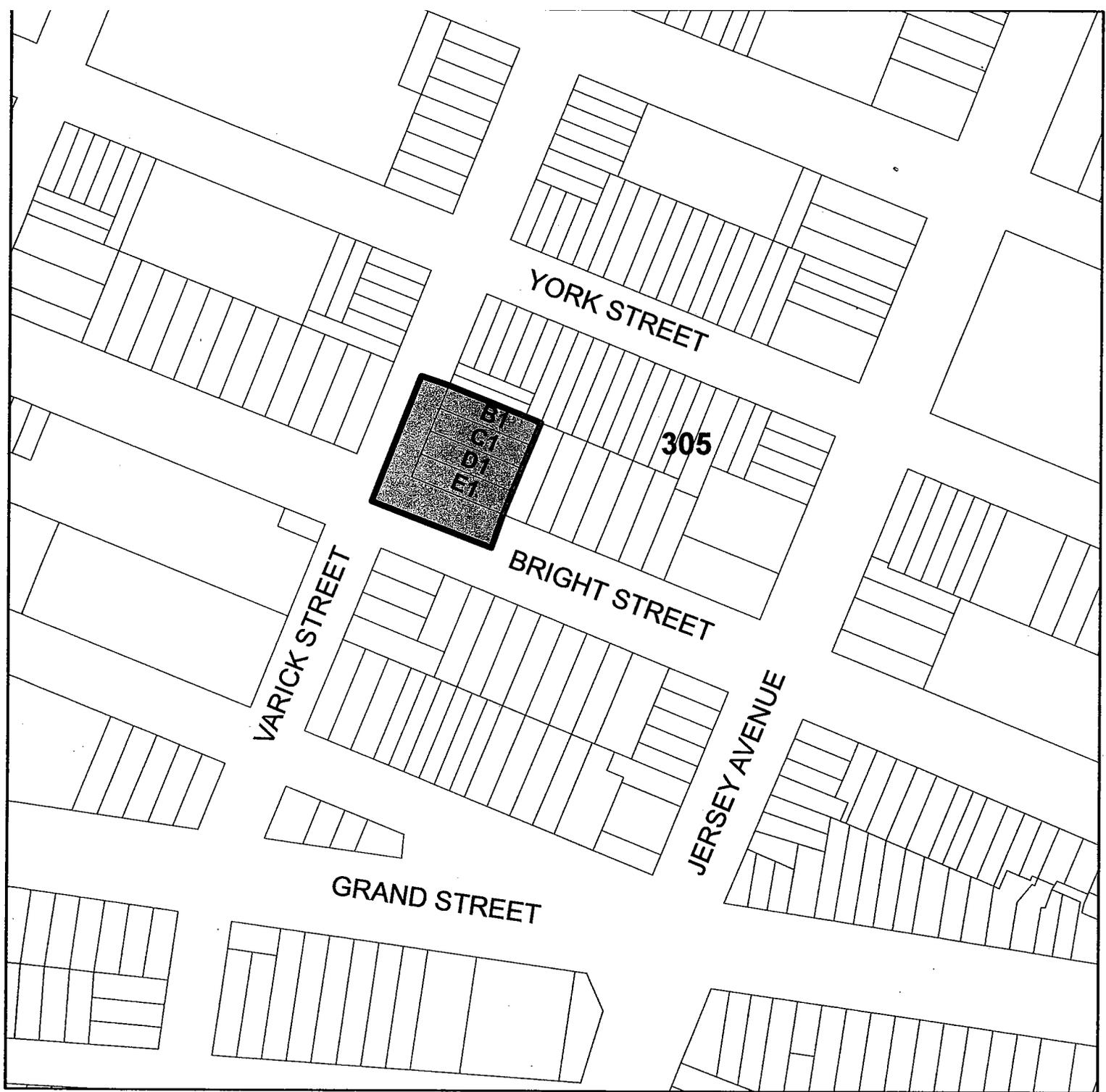
Date

Deary 

Department Director Signature

APRIL 7, 2010

Date



**BRIGHT AND VARICK STUDY AREA
BOUNDARY MAP**

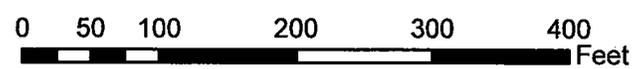
APRIL 5, 2010



Legend

 STUDY AREA BOUNDARY

1 inch = 140 feet



Jersey City
Planning Division
30 Montgomery Street Suite 1400
Jersey City, NJ 07302-3821
Phone: 201.547.5010
Fax: 201.547.4323

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

City Clerk File No. Res. 10-214

Agenda No. 10.L

Approved: APR 14 2010

TITLE:



RESOLUTION TO APPLY FOR AND ACCEPT CHOICE SUBSIDY FOR PARKVIEW MANOR

WHEREAS, the City of Jersey City desires to approve the development of sixteen (16) units of housing as outlined in Exhibit A for the development known as Parkview Manor to be funded under New Jersey Housing and Mortgage Finance Agency's (the "Agency") Choices in Home Ownership Incentives Created For Everyone ("CHOICE") program; and

WHEREAS, the City of Jersey City recognizes that an affordable housing grant from the Agency for an amount not to exceed the maximum amount allowed in accordance with the CHOICE Subsidy is for the purpose of subsidizing the construction of home ownership; and

WHEREAS, the CHOICE Subsidy will, when applicable, benefit home buyers of the affordable units that will be restricted by the Agency using Uniform Housing Affordability Controls (UHAC) type restrictions with funds to be repaid solely to the Agency at the first unrestricted sale; and

WHEREAS, the CHOICE Subsidy will, when applicable, benefit home buyers of the market units that will be restricted by the Agency using the CHOICE program and Subsidy restrictions, with funds to be repaid solely to the Agency at the first sale; and

WHEREAS, the City of Jersey City recognizes Parkview Manor Development, LLC as the developer/sponsor for this development.

BE IT THEREFORE RESOLVED that the City of Jersey City does hereby support the developer/sponsor's application for such grants from the Agency and acknowledges that the processing and expenditure of funds shall be in accordance with the terms of the CHOICE program and the Subsidy.

BE IT FURTHER RESOLVED that the City of Jersey City has committed to this project \$700,000 from HOME funds.

BE IT FURTHER RESOLVED that the persons whose names, title and signatures appear below are authorized by the City of Jersey City to implement this Resolution and that they or their successors in said titles are authorized to sign any documents necessary in connection therewith:

City Clerk File No. Res. 10-214

Agenda No. 10.1

TITLE: APR 14 2010

RESOLUTION TO APPLY FOR AND ACCEPT CHOICE SUBSIDY FOR PARKVIEW MANOR

Unit Type	Homeowner	Total
Low-Income*	1	1
Moderate Income*	3	3
Middle Income		
Emerging Market Unit	12	12
Unsubsidized/Unrestricted Market		
TOTAL	16	16

* These units will be designated as affordable units and will carry UHAC type income and resale restrictions

APPROVED: *Carl Spicic* APPROVED AS TO LEGAL FORM

APPROVED: *B O Kelly* Business Administrator *[Signature]* Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-215

Agenda No. 10.M

Approved: APR 14 2010

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY RESTATING THE CITY OF JERSEY CITY'S SUPPORT FOR THE JERSEY CITY COMMUNITY HOUSING CORPORATION'S APPLICATION FOR BALANCED HOUSING FUNDS FOR DEVELOPMENT OF AFFORDABLE HOUSING AT 299-301 BERGEN AVENUE AND 108 STORMS AVENUE

WHEREAS, Resolution 06-270 approved on April 12, 2006 stated that the City of Jersey City (City) supported the Jersey City Community Housing Corporation (Sponsor/Developer) application to the New Jersey Department of Community Affairs for Balanced Housing Funds to be used for the rehabilitation for 299-301 Bergen Avenue and 108 Storms Avenue as affordable housing; and

WHEREAS, the New Jersey Department of Community Affairs advised the Sponsor/Developer that it requires a more recent resolution from the City indicating that it continues to support the application; and

WHEREAS, the Sponsor/Developer desires to apply for and obtain funds from the New Jersey Department of Community Affairs, Neighborhood Preservation Balanced Housing Program for an amount not to exceed the maximum amount allowed in accordance with N.J.A.C. 5:43-1 et seq. for the purpose of constructing eighteen (18) affordable housing units at 299-301 Bergen Avenue and 108 Storms Avenue, Jersey City.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City of Jersey City does hereby support the Jersey City Community Housing Corporation's application for such funds to the New Jersey Department of Community Affairs, Neighborhood Preservation Balanced Housing Program and acknowledges that the City of Jersey City is an eligible municipality in accordance with N.J.A.C. 5:43-1.3; and

BE IT FURTHER RESOLVED, that the City of Jersey City requests that a waiver of N.J.A.C. 5:43-1.3(a)(1) as permitted under N.J.A.C. 5:43-1.6 be granted to allow Jersey City Community Housing Corporation, as permitted under N.J.A.C. 5:43-3.1(a)(1), to contract directly with the Department of Community Affairs only for this project.

RR/cw
4-7-10

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keefe
Business Administrator

Corporation Counsel

Certification Required

Not Required

2010058

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-216

Agenda No. 10.N

Approved: APR 14 2010

TITLE:



RESOLUTION DECLARING MAY 1ST AS SILVER STAR BANNER DAY

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

WHEREAS, the City of Jersey City has always honored the sacrifice of men and women in the Armed Forces; and

WHEREAS, the Silver Star Families of America was formed to make sure we remember the blood sacrifice of our wounded and ill by designing and manufacturing a Silver Star Banner and Flag; and

WHEREAS, to date The Silver Star Families of America has freely given thousands of **Silver Star Banners** to the wounded and their families; and

WHEREAS, the members of The Silver Star Families of America have worked tirelessly to provide the wounded of this City and Country with **Silver Star Banners**, Flags and care packages; and

WHEREAS, The Silver Star Families of America's sole mission is that every time someone sees a **Silver Star Banner** in a window or a **Silver Star Flag** flying, that people remember the sacrifices for this City, State and Nation; and

WHEREAS, the citizens and Municipal Council of the City of Jersey City wish that the sacrifice of so many in our Armed Forces never be forgotten.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City honors the commitment of The Silver Star Families of America to our wounded Armed Forces members.

BE IT FURTHER RESOLVED, that the Municipal Council of the City of Jersey City hereby declares May 1st as: "**SILVER STAR BANNER DAY**", the permanent and official day to honor our wounded and ill Soldiers.

APPROVED: _____

APPROVED: B. O'Keely
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

4/14/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-217

Agenda No. 10.0

Approved: APR 14 2010

TITLE:



RESOLUTION HONORING ROBERT WARD, SR. ON THE OCCASION OF HIS 100TH BIRTHDAY

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

WHEREAS, Robert Ward, Sr. was born on March 25, 1910 in Franklinton, North Carolina. He is the youngest of five children born to Betsy and Percy Ward. Robert and his four siblings Percy (Albert), Lil (Sport), Annie Lou and Emily were educated in the public school system; and

WHEREAS, Robert Ward, Sr. worked as an auto mechanic for many years. It was his passion. You could always find "Jack" which he was affectionately called, working on any type of vehicle; and

WHEREAS, Robert Ward, Sr. began his employment with a New York taxicab company in 1959, where he rebuilt motors. He had a wonderful work ethic. Robert rarely vacationed or missed a day of work until his retirement at the age of 80; and

WHEREAS, Robert Ward, Sr. enjoys cooking, watching westerns, baseball games and good movies on television. He also loves to listen to gospel music on the radio and traveling on the highway watching trucks; and

WHEREAS, Robert Ward, Sr. met and married the love of his life, Cora Belle Lewis. That union was blessed with five children, Ella, Robert Jr., Charles, James and Mozelle. Family means the world to him. Robert has grandchildren, great-grandchildren and great-great grandchildren, one son-in-law, four daughters-in law, seven sisters-in law, five brothers-in law and a host of nieces and nephews. He has a rich legacy. He is the only living child of Betsy and Percy Ward; and

WHEREAS, Robert Ward, Sr. will celebrate his 100th birthday this year. The centenarian will be honored by friends and family on Saturday, March 27, 2010 at the Porter Memorial Church of God in Christ in Jersey City.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Robert Ward Sr. on the occasion of his 100th birthday. We wish him many more years of health and happiness.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keilly
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-218

Agenda No. 10.P

Approved: APR 14 2010

TITLE:



Resolution Honoring Alex Lalaoui and Melinda Vickerman-Lalaoui On the Occasion and Celebration of The 2nd Annual Moroccan Flag Raising Ceremony

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

WHEREAS, many of the quarter-million people who reside in Jersey City are of Arab descent, including a community of Moroccan born citizens; and

WHEREAS, Abdelali "Alex" Lalaoui was born in Maarif, in Casablanca, Morocco. He is better known as "Coach Alex" to his students at The Soccer Learning Center, the largest, private indoor soccer academy in Hudson County. Alex and his wife Melinda started the academy eight years ago. Alex possesses several high-level coaching credentials on a state and national level, including the United States Soccer Federation's B license. Alex will be a USSF A license candidate in the summer of 2010; and

WHEREAS, Alex Lalaoui is an active community member and has organized charitable initiatives raising tens of thousands of dollars for several worthwhile causes over the years. In 2009, he raised \$25,000 for families in need; and

WHEREAS, Melinda Vickerman-Lalaoui is a New York native whose professional background includes almost two decades as an award-winning marketing professional with the last ten years spent as a freelance copywriter. Melinda has worked as a senior level writer for top corporations including AT&T, American Express, MasterCard, Visa, Columbia House Records, and The Vitamin Shoppe. She is a past editor and currently authors a parenting column in The Jersey Journal newspaper; and

WHEREAS, with a keen interest in health and medicine, Melinda Vickerman-Lalaoui has contributed to efforts to help educate the public about nutrition, weight management, holistic healing, cancer, epilepsy, and patient advocacy; and

WHEREAS, in 2009, Alex and Melinda worked diligently with city officials to establish an annual Moroccan flag raising ceremony; and

WHEREAS, in 2010, Alex and Melinda founded **Young Morocco** to celebrate, support and enlighten Moroccan families in the United States with the hope that all Moroccan-American children and their families will continue to support their heritage and great culture while preserving their Moroccan language, cuisine, religion, artistry and traditions; and

WHEREAS, Alex and Melinda are the loving parents to Reyhan and Moulay Sharif. They are role models who lead by example. Family, culture and community is important to them.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor **Alex Lalaoui** and **Melinda Vickerman-Lalaoui** on the occasion and celebration of the 2nd Annual Moroccan Flag Raising Ceremony.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Reilly
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-219

Agenda No. 10-Q

Approved: APR 14 2010

TITLE:



Resolution Honoring Mt. Pisgah African Methodist Episcopal Church Charter Sisters With Active Family Members in 2010

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

Whereas, Mt. Pisgah African Methodist Episcopal Church was founded in 1931. The church has since continued to flourish and grow under several dedicated spiritual leaders; and

Whereas, March is nationally recognized as Women's History Month. As part of tradition, Mount Pisgah A.M.E. Church celebrates Women's Day during March; and

Whereas, this year as part of Women's Day, a celebration of women whose 1931 contributions laid the foundation for their family members' service will be held. The following Charter Sisters will be honored.

*Marie Brown
Louise Bryan
Dorothy Cauley
Beatrice W. Jett
Grace Kelly
Sadie Kennerly*

*Victoria Lathrope
Dora Mallette
Beatrice Maner
Hazel McCants
Elizabeth Palms
Ciola Thompson-Nichols*

*Ida Thompson Palm
Mary Saunders
Lillian Seymour
Sara Ramsey (Living Charter)
Lula Thomas
Pernetha Thompson*

Now, Therefore Be it Resolved, that the Municipal Council of the City of Jersey City does hereby extend our recognition and greatest sense of appreciation to the founding members of Mount Pisgah A.M.E. Church for their vision, time, energy and finances used in the purchase of a stable on Forrest Street and converting it into a place of worship under the direction and guidance of Rev. Samuel T. Boyd.

Be it Further Resolved, that the Municipal Council does hereby applaud Pastor Reginald McRae, Bro. Samuel J. Rose and Bro. Willie Haggan for offering valuable programs and spiritual guidance to our community. We hereby join in the Women's Day celebration during Women's History Month and honor the Charter Sisters of Mount Pisgah A.M.E. Church.

G:\WPDOCS\TOLONDA\RESOS\CHURCHES\Mount Pisgah AME Church - Women's Day.wpd

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0
4/14/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			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

Peter M. Brennan, President of Council

Robert Byrne

Robert Byrne, City Clerk

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

City Clerk File No. Res. 10-220
Agenda No. 10.R
Approved: APR 14 2010
TITLE:



RESOLUTION APPROVING CONDEMNATION SETTLEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT TRUCK ROUTE 1 & 9 AND SIP AVENUE, BLOCK 1627, LOTS 1.P., 2.A, 3.B & 5.A, AND BLOCK 1639.A, LOTS 1.C, 3, 4, 4.C, 6.A & 7, AND AS MORE FULLY DESCRIBED IN THE ATTACHED PERIMETER METES AND BOUNDS DESCRIPTION

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, by Ordinance 09-038 the Municipal Council of the City of Jersey City ordained to acquire the real property commonly known by the street address of Truck Route 1 & 9 and Sip Avenue and also known as Block 1627, Lots 1.P, 2.A, 3.B & 5.A, and Block 1639.A, Lots 1.C, 3, 4, 4.C, 6.A & 7, which is more fully described in the attached metes and bounds description; and

WHEREAS, the acquisition of the foregoing property for the public purpose of use as open space and a park is to be accomplished by purchase or condemnation; and

WHEREAS, by Resolution No. 09-932 the Municipal Council of the City of Jersey City approved the appraisal report dated December 12, 2008, prepared by Paul T. Beisser, CRE, MAI, determining that the fair market value of the property as of November 1, 2008 was \$12,682,000., authorized an offer in the amount of the appraised value subject to negotiation of a price reduction and other terms by reason of the property's environmental condition, and authorizing the negotiation of an agreement for acquisition of the property by condemnation for a fixed price of \$12,400,000 subject to approval of a Memorandum of Understanding with the New Jersey Department of Environmental Protection and certain responsible parties as to the environmental remediation of the property; and

WHEREAS, a proposed Title Transfer Settlement Agreement (a copy of which is attached to this Resolution) has been negotiated with the owners of the property providing for the City's acquisition of title by consent judgment and/or declaration of taking, fixing the award of just compensation in the amount of \$12,400,000, providing for payment of the just compensation award in three installments over a period of two years, and providing for the settlement of other claims arising out of the condemnation and future use of the property; and

WHEREAS, funds in an amount up to \$8,080,000 are available in capital account# 04-215-55-882-990; and

WHEREAS, funds in an amount up to \$1,000,000 are available in grant account# 02-213-40-095-314; and

WHEREAS, funds in an amount up to \$4,000,000 are available from a grant from the Port Authority of New York and New Jersey under a signed Memorandum of Agreement.

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

1. The proposed Title Transfer Settlement Agreement between the City and the owners of the property is approved.
2. The Corporation Counsel and the Business Administrator are authorized and directed, either directly or through Special Counsel, to commence a condemnation action for the acquisition of the property and to enter into a Final Judgment with the consent of the property owners and on notice to all parties having an interest in the property substantially in the form attached to the Title Transfer Settlement Agreement.

City Clerk File No. Res. 10-220

Agenda No. 10.R

TITLE: APR 14 2010

RESOLUTION APPROVING CONDEMNATION SETTLEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT TRUCK ROUTE 1 & 9 AND SIP AVENUE, BLOCK 1627, LOTS 1.P., 2.A, 3.B & 5.A, AND BLOCK 1639.A, LOTS 1.C, 3, 4, 4.C, 6.A & 7, AND AS MORE FULLY DESCRIBED IN THE ATTACHED PERIMETER METES AND BOUNDS DESCRIPTION

3. The Corporation Counsel and the Business Administrator shall have the discretion to abandon the condemnation action at any time until the vesting of an indefeasible fee title to the property in the City of Jersey City in the event that it appears that the objectives sought to be achieved by the City of Jersey City with respect to the environmental condition of the property and its future use will not be accomplished or in the event that the anticipated funding sources for the acquisition of the property are not available in a timely manner as contemplated by the Title Transfer Settlement Agreement.

4. The Corporation Counsel and the Business Administrator are authorized and directed, either directly or through Special Counsel, to take such actions as may be required to carry out the Title Transfer Settlement Agreement.

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											4/14/10
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



CITY OF JERSEY CITY
Office of the Corporation Counsel

280 Grove Street
Jersey City, New Jersey 07302
Telephone: (201) 547-4667
Fax: (201) 547-5230

Jerramiah Healy, Mayor
Brian O'Reilly, Business Administrator

Bill Matsikoudis, Corporation Counsel

April 14, 2010

President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

Re: Settlement of Condemnation Action 10R

Dear President and Members of the Municipal Council:

I apologize for submitting a replacement resolution for the above referenced matter, but this resolution needs a modest addition to bring it in accordance with the Local Budget Law and its regulations. These require that any council action that requires the appropriation of funds indicate the source of the funds. N.J.S.A. 40A:4-57 and N.J.A.C. 5:30-5.3.

The attached agreement and exhibits were only changed to include an updated list of the month to month tenants and small changes in the agreement to reflect this. While these changes were small, I am submitting a revised agreement and exhibits to the clerk to ensure that the final correct official is on record.

Very truly yours,



WILLIAM MATSIKOUDIS
CORPORATION COUNSEL

WM/igp

Enclosures

c: Brian O'Reilly, Business Administrator
Robert Byrne, City Clerk
Jack Curley, Esq.
Donna Mauer, CFO
Phil Morrin, Esq

TITLE TRANSFER SETTLEMENT AGREEMENT

THIS AGREEMENT made on _____, 2010, between the CITY OF JERSEY CITY (“City”), a municipal corporation of the State of New Jersey, having its principal address at City Hall, 280 Grove Street, Jersey City, NJ 07302, and EDWIN L. SIEGEL, EDLIN LTD., a New Jersey limited partnership, and TOOLEY ENTERPRISES, a New Jersey limited partnership (collectively, the “Owner”), having their principal place of business at 11 Charlene Drive, Clifton, NJ 07011.

WHEREAS, EDLIN LTD. is the owner of certain real property located in Jersey City, New Jersey and commonly known as Block 1627, Lots 3B, 4B and 5A (the “Edlin Parcel”) and more fully described on the attached Exhibit A; and

WHEREAS, EDWIN L. SIEGEL is the owner of certain real property located in Jersey City, New Jersey and commonly known as Block 1639.1, Lots 1C, 2A, 3, 4C and 7 and Block 1627, Lots 6A and 1P (the “Siegel Parcel”) and more fully described on the attached Exhibit B; and

WHEREAS, TOOLEY ENTERPRISES is the owner of certain real property located in Jersey City, New Jersey and commonly known as Block 1627, Lot 2A (the “Tooley Parcel”) and more fully described on the attached Exhibit C; and

WHEREAS, the Edlin Parcel, Siegel Parcel and Tooley Parcel (collectively, the “Property”) are within the perimeter description set forth in the attached Exhibit D; and

WHEREAS, by Ordinance 09-038 adopted on April 8, 2009, the City ordained to acquire the Property by purchase pursuant to the Eminent Domain Act, N.J.S.A. 20:3-6, or by condemnation for use as open space and a park; and

WHEREAS, the City and the Owner wish to enter into this Agreement in lieu of a contested condemnation case and in settlement of the Condemnation Action.

WHEREAS, the Property is subject to a Consent Order filed June 27, 2000, Superior Court of New Jersey, Law Division-Hudson County, Docket No. L-3519-92 (the "Consent Order") and a Settlement Agreement, Guarantee, Release and Covenant Not to Sue dated as of June 27, 2000 (the "Release/Covenant Not to Sue") in the matter of PJP Landfill Superfund Site NJD980505648; and

WHEREAS, in implementation of the Consent Order, parties other than Owner have executed an Administrative Consent Order dated June 15, 2000, as amended by Amendment dated July 15, 2000, Second Amendment dated March 3, 2008, as well as an anticipated Third Amendment (collectively, the "ACO"), by which the New Jersey Department of Environmental Protection ("DEP") has assumed oversight over certain environmental cleanup and remediation activities at the Property; and

WHEREAS, at the time of the transfer of ownership of the Property to the City pursuant to this Agreement, the City desires to enter into (i) that certain agreement (the "Assumption Agreement") with Waste Management of New Jersey, Inc. and CWM Chemical Services, L.L.C. (collectively, "CCS"); and (ii) a certain Memorandum of Understanding with the DEP (the "MOU"), whereby the City will become the assignee of certain obligations of CCS under the Consent Decree and the ACO; and

WHEREAS, a portion of the Property (the "Operating Area") is occupied by certain commercial tenants; and

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

A. Condemnation.

1. Waiver of Negotiations. Owner waives the protections of N.J.S.A. 20:3-6 including, without limitation, the right to accompany the City's appraiser on his appraisal inspection, the right to receive a written offer and a copy of the appraisal report obtained by the City, and the right to engage in good faith negotiations in an attempt to transfer title to the Property voluntarily and without the need for the filing of a condemnation action.

2. Filing of Condemnation Action. The City will file a condemnation action (the "Condemnation Action") against the Property using the perimeter description set forth in Exhibit D and will name all parties who have an interest in the Property as defendants in the Condemnation Action.

3. Consent Judgment. The City and the Owner will enter into a Consent Judgment (the "Condemnation Consent Judgment") in which the Owner will not oppose or challenge the City's authority to condemn and in which the parties shall agree that the award of just compensation is to be in the amount of \$12,400,000.00 which is to be inclusive of all interests in the Property. The proposed Condemnation Consent Judgment shall (to the extent practical) be substantially as set forth in Exhibit E.

4. Payment of Just Compensation. The City will make an initial deposit with the Superior Court of New Jersey in the amount of \$5,000,000.00 (the "First Installment") on or before the date that title vests in the City. The City will make an additional deposit with the Superior Court of New Jersey in the amount of \$4,200,000.00 (the "Second Installment") on the first anniversary date of the vesting of title. The City will make a final deposit with the Superior Court of New Jersey in the amount of \$3,200,000.00 (the "Third Installment") on the second anniversary date of the vesting of title. The First Installment, Second Installment and

Third Installment are sometimes collectively called the "Installments." The deposit of the Installments with the Superior Court of New Jersey shall constitute full payment of the award of just compensation due for the taking of the Property. The Owner may withdraw any funds placed on deposit with the Superior Court by motion on notice to the City and all other parties named and remaining as defendants in the condemnation case. The City shall not oppose any such motion provided it is not inconsistent with this Agreement and the City does not have a lawful claim against the funds held by the Superior Court of New Jersey.

5. Vesting of Title. The Condemnation Consent Judgment shall provide for the vesting of title in the City upon its recordation in the records of the Hudson County Register and/or shall permit the City to take title by Declaration of Taking without its having deposited any sum in excess of the First Installment.

B. Commercial Tenants.

1. Written Leases. The Owner represents that the following attached written leases are true copies of the only written leases that encumber the Property:

- (a) Lease dated May 1, 2004 between Edlin, Ltd. (as Landlord) and Igal Delta Gas, Inc. (as Tenant) attached hereto as Exhibit F;
- (b) Lease dated July 30, 1999 between Edlin, Ltd. (as Landlord) and 144 Enterprises, L.L.C. (as Tenant) attached hereto as Exhibit G.

The owner further represents that the foregoing leases have not been amended or modified; and that the Owner will not agree to any amendment or modification while this Agreement is in force. Owner further represents that it has not received notice of renewal from either of the above tenants under its respective lease, although Owner has accepted rent beyond the initial term of each lease in the amount otherwise payable under the renewal provisions of such lease.

Owner is authorized to negotiate with each tenant to execute an instrument to provide that its occupancy will terminate no sooner than 12 months after the vesting of title to the Property by the City in exchange for a release of any rights to relocation costs; and in such event, the provisions of Paragraph B(5) shall not be applicable to any lease covered by such written instrument.

2. Oral Leases. The owner represents that the month-to-month tenants set forth and identified on Exhibit H attached hereto occupy the Property without any written lease agreement and are obligated to pay rent as indicated therein.

3. The Owner further represents that it will not enter into any additional agreements creating any new tenancies during the term of this Agreement and that there are no other occupants in addition to the ones set forth in the attached Exhibits F, G and H.

4. The Owner will be solely responsible for the return of any security deposits or advance rent payments of any kind made by the tenants prior to the transfer and ownership of the Property to the City pursuant to this Agreement.

5. The City and the Owner will each contribute one-half of any tenant relocation benefits that may be imposed by law. The City will pay all administrative costs with respect to the processing of relocation claims.

C. Environmental.

1. The City does not assume any responsibility for the environmental condition of the Property and reserves all its remedies against potential responsible parties (including the Owner) except as otherwise set forth in the Assumption Agreement and MOU to be entered into by the City with CCS and the DEP, respectively, at the time of the transfer of ownership of the Property to the City pursuant to this Agreement.

2. The Owner does not admit or assume any responsibility for the environmental condition of the Property by virtue of this Agreement.

3. With respect to the First Installment and the Second Installment, the City hereby waives any reservation for environmental cost recovery under Housing Auth. of New Brunswick vs. Suydam, 177 N.J. 2 (2003). The City's potential environmental cost recovery claim is limited to issues relating to contamination, hazardous materials or solid waste, existing as of the filing of the Condemnation Complaint ("Operating Area Contamination"), which has been or may be found on or beneath the portion of the property outlined on Exhibit I attached hereto (the "Operating Area").

4. With respect to the Third Installment, in the event the City has not, at the time of deposit, satisfied its burden of proof under Suydam regarding an estimate of transactional costs associated with environmental conditions on or beneath the Operating Area, it will not object to the withdrawal of such funds with regard to an environmental reservation.

D. Effective Date.

1. This Agreement shall become effective upon due execution by the parties and approval by the Municipal Council of the City of Jersey City.

2. In the event an indefeasible fee title to the Property does not vest in the City within ninety (90) days from the effective date of this Agreement, either party may terminate this Agreement by written notice to the other whereupon all funds paid into court by the City shall be returned to the City without delay.

E. Conditions to City's Performance.

1. The City's performance of this Agreement is conditioned upon the actions of certain third parties without which the City would either (a) fail to achieve its goals and

objectives in entering into this Agreement, or (b) be unable to perform its payment obligations under this Agreement.

2. The City shall be the sole judge as to whether the conditions to its performance of this Agreement are satisfied. In the event the City obtains an indefeasible fee title to the property, all conditions to the City's performance of this Agreement shall be deemed to be either satisfied or waived whereupon the City shall become unconditionally bound to perform this Agreement subject only to such modifications as may be set forth in any Condemnation Consent Judgment or any other consent order entered in the condemnation action by which title is intended to be transferred.

F. Notices.

1. All notices required to be given under this Agreement shall be in writing, sent by certified mail or by overnight courier to the Party to whom the notice is directed, at the addresses stated below, and shall be deemed to have been given when received by the Party

For the City:
City Clerk
City Hall
280 Grove Street
Jersey City, NJ 07302

with copy to:
Corporation Counsel
City Hall
280 Grove Street
Jersey City, NJ 07302

For the Owner:
11 Charlene Drive
Clifton, NJ 07011

with copy to:
Kevin J. Bruno, Esquire
Blank Rome LLP
301 Carnegie Center 3rd Floor

Princeton, NJ 08540

G. Governing Law.

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

H. Entire Agreement.

1. This Agreement (including the exhibits attached hereto) and the consent judgments and orders that may be entered as contemplated herein constitute the full and complete agreement of the parties as to the subject matter set forth herein.

I. Release of Liability.

1. Upon the vesting of an indefeasible fee title to the Property in the City as contemplated in this Agreement, and provided the Agreement has not been terminated by either party, Owner shall be deemed to have released the City from any claim arising or asserted in the past with respect to the Property, including any claims under 42 U.S.C. § 1983.

2. Upon the vesting of an indefeasible fee title to the Property in the City as contemplated in this Agreement, and provided the Agreement has not been terminated by either party, the City will hold Owner harmless (exclusive of any cost of defense which shall be borne solely by Owner) with respect to any judgment for damages entered in a court of competent jurisdiction or any DEP directive arising from environmental conditions caused or exacerbated by the City's acts or omissions with respect to the design and construction of the "Park and Recreational Project" (as described in the Assumption Agreement). In the event such environmental conditions were not solely caused or exacerbated by the City, the City will only be responsible under this paragraph for its aliquot share of damage caused or exacerbated by its acts or omissions. The City's liability may include additional O&M activities associated with

said project, if any, required by the DEP. This hold harmless covenant is subject to the immunities and conditions to liability set forth in the New Jersey Tort Claims Act, N.J.S.A. 59-1-1, et seq., to the extent they are applicable to any claim.

IN WITNESS WHEREOF the parties duly executed this Agreement as of the date and year first above written:

Attest:

Robert Byrne, City Clerk

CITY:

City of Jersey City

by _____
Brian O'Reilly, Business Administrator

Witness:

OWNER:

Edwin L. Siegel

Witness:

Edlin LTD.

by _____
Edwin L. Siegel, General Partner

Witness:

Tooley Enterprises

by _____
Edwin L. Siegel, General Partner

LIST OF EXHIBITS

- A. Legal description of Edlin Parcel.
- B. Legal description of Siegel Parcel.
- C. Legal description of Tooley Parcel.
- D. Perimeter legal description of the Property.
- E. Proposed Condemnation Consent Judgment.
- F. Lease dated May 1, 2004 between Edlin, Ltd (as Landlord) and Igal Delta Gas, Inc. (as Tenant).
- G. Lease dated July 30, 1999 between Edlin, Ltd. (as Landlord) and 144 Enterprises, L.L.C. (as Tenant).
- H. List of month-to-month tenants without written leases.
- I. Plan showing Operating Area.

H

Siegel - Month To Month Tenants (As of April 12, 2010)

Full Service Trucking Inc (Office Suite # 4 & 5) \$600.00

No security, No lease

Adrobel Alvarado

Full Trucking @verizon.net

Fax 201-938-0391

Home 201-938-0518

Cell 973-651-8060

Office 201-938-0518

Unicare Invalid Coach (Office Suite # 8) \$400.00

Security (May free for security), No lease

Unicare Invalid Coach

665 Newark Ave

Jersey City, NJ 07306

Mohamed Ahmed Elkhalfa, President 201-936-3687

USA Limo (Office # 10) \$300

Security \$300, (May free for security), No Lease

Usalimo123@gmail.com

Wadie Samual

1 Margaret Place

East Brunswick, NJ 08816

732-393-2134

Justin Alnatsheh - Clothes (Outside) \$500.00

No security, No lease

1509 72nd Street Apt 2

North Bergen, NJ 07047

201-982-8361

201-723-6714

JOJ Transport (Office # 7) \$625.00

Security \$625.00, (May free for security), No Lease

Jose Valerio 973-592-2001

201-433-8951

Fax 201-433-8950

973-592-2001

128 Prospect Ave

Prospect Park, NJ

Reaction Transport (Office # 9) \$250

No lease , No security

Steve Nelson

100 Vail Rd Apt A12

Parsippany, NJ 07054

201-725-0345

201-309-4540

Golden Crown (Office # 11) \$275.00

Security \$275, (May free for security) No lease

Ray Romani Goudha

1122 Ave C

Bayonne, NJ 07002

Goudha@msn.com

1-800-388-4110

551-221-4676

Best Limo (Office # 6) \$300.00

Security \$300.00, (May free for security) No Lease, rent starts April 1

Akmal Fahmy

Mohammad Galal

5106 Columbia Ave

North Bergen 07047

201-932-1080

201-656-5555

201-210-9674

Gary's Propane \$800.00

Gary Petroucelli

30 W. 9th Street

Bayonne, NJ 07002

Home: 201-436-1579

Work: 201-333-2578

Cell: 201-779-2475

On Duty Tires Services, Inc. (Sub-lessee of Igal Truck Stop)

Madan Budnarine

26 Wallis Ave

Jersey City, NJ 07306

Work: (201) 946-2170

Cell: (201) 360-0527

American Limo (Office #3) \$400
Security \$400, (May free for security) No lease
Ramzy Kaldas & Teriz Kaldas
779 Ave E, Apt. 2
Bayonne, NJ 07002

I

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

City Clerk File No. Res. 10-221

Agenda No. 10.5

DEFEATED APR 14 2010

TITLE:



RESOLUTION REQUESTING THE STATE TO ESTABLISH MUNICIPAL SERVICE FEES TO BE PAID BY STUDENTS ATTENDING COLLEGES AND UNIVERSITIES WITHIN THE MUNICIPALITY

COUNCIL offered and moved adoption
of the following resolution:

WHEREAS, many municipalities are having difficulty coping with the fact that a large percentage of the property within their boundaries is tax exempt; and

WHEREAS, municipalities are realizing the erosion of their tax bases when colleges and universities and other nonprofits purchase additional property within the municipality; and

WHEREAS, because of New Jersey's allowance for tax exempt property, the average municipality loses approximately 13% of the taxes it could collect if all property within its borders were taxed; and

WHEREAS, the unequal distribution of tax exempt properties within the State of New Jersey exacerbates the problems posed by tax exempt properties since exempt property is concentrated in relatively few municipalities; and

WHEREAS, the cost of providing municipal services such as police, fire, emergency, medical services, street lighting and road maintenance are continually increasing; and

WHEREAS, residents are unfairly shouldering the burden of higher taxes by paying a greater amount for municipal services than they would pay if everyone using the services shared the burden of paying for said services; and

WHEREAS, it is a well known fact that college and university students frequently utilize municipal services, especially those of public safety: police, fire and emergency medical services; and

WHEREAS, the New Jersey League of Municipalities deems it vital and crucial to alleviate the tax burden of the residents and businesses of said municipal communities replete with tax exempt universities and colleges; and

WHEREAS, the New Jersey State League of Municipalities asserts that all colleges and universities utilizing municipal services should pay for them.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City hereby requests the New Jersey State Legislature to establish municipal services fees to be paid by students attending colleges and universities within said municipalities; and

BE IT FURTHER RESOLVED that full time students should be assessed a fee of \$100.00 per year, part time students

TITLE:

assessed a fee of \$50.00 per year and the aforementioned fees should be adjusted annually by the municipal tax rate; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to State Senators, Assemblymen and the New Jersey League of Municipalities.

APPROVED: _____

B. O'Reilly
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

Certification Required

Not Required

DEFEATED 4-5

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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

Peter M. Brennan, President of Council

Robert Byrne

Robert Byrne, City Clerk

Jersey City Law Department
Memorandum

To: William Matsikoudis, Corporation Counsel
From: Carmine J. Scarpa, Assistant Corporation Counsel
Subject: RESOLUTION REQUESTING THE STATE TO ESTABLISH
MUNICIPAL SERVICE FEES TO BE PAID BY STUDENTS
ATTENDING COLLEGES AND UNIVERSITIES WITHIN THE
MUNICIPALITY
Date: April 7, 2010

As per your request, I searched the Bergen Record, Star Ledger and the internet in general but didn't locate anything specifically about dormitories, but did find the attached article and Mahwah resolution about student fees for recouping infrastructure costs, etc.

It was in the Bergen Record on Friday, April 2, 2010, so I think it is likely what you were told about. It is a resolution that many municipalities have enacted which asks the state legislature to enact this student fee. It doesn't refer to out-of-state students only, however.

I have drafted the attached resolution from the Mahwah resolution.

Please advise if you want me to do anything further.

NorthJersey.com

NJ college towns seek student fees to help defray police, fire costs

Friday, April 2, 2010

Last updated: Friday April 2, 2010, 2:28 PM

BY ALLISON PRIES

The Record

STAFF WRITER

Read an adopted resolution

When a game of Frisbee set off the fire sprinklers in a Ramapo College dorm recently, it was the Mahwah Fire Department that responded.

And it was the Mahwah taxpayers who footed the bill.

But in these tough economic times, some towns are telling the state they simply can't afford to provide free municipal services — such as police, fire and ambulance — to the tax-exempt colleges within their boundaries.

Several towns — including Wayne, Mahwah, Little Falls, Teaneck, Clifton and Montclair — have passed a resolution asking the Legislature to pass a bill charging all colleges and universities \$100 per full-time student and \$50 per part-time student. The money would go to the towns that house the schools, allowing municipalities to offset some of their operating expenses.

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Those opposed to the idea say paying tuition is hard enough. And many of the students at Ramapo College, and William Paterson and Montclair State universities are the children of taxpayers.

"While the towns have revenue issues, so do the colleges and universities," said John Wilson, president of the Association of Independent Colleges of New Jersey. Higher Education is "not exempt from the current economic issues — and the students are not exempt either."

Towns across the state would see roughly a quarter of their state aid disappear under the budget proposed by Governor Christie last month.

After years of decreasing state aid, unfunded mandates and budget caps, local officials are trying to make up the difference any way they can.

Greater urgency

"It's more urgent now than ever," said Montclair Mayor Jerry Fried, whose town shares Montclair State University with neighboring Little Falls and Clifton.

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NorthJersey.com

"Unfortunately, the municipalities are just not in the position to be that generous that we can give these services for free."

Fried initiated the resolution at the League of Municipalities convention last fall. His township has adopted it.

He likened the plan to the township's shared services agreement to provide fire services to neighboring Glen Ridge for \$1 million per year.

"It works great and saves [Glen Ridge] a lot of money," Fried said. "For Montclair State, if they had to have their own fire department it would be very, very expensive."

More than 90 percent of Montclair State University is in Little Falls — the smallest of the three towns it spans.

"If you look at it from our standpoint, Montclair State has more than 18,000 students. At \$100 per student it could mean \$1.8 million," said Little Falls Mayor Michael DeFrancisci, adding his state aid has been cut more than \$500,000 in the past three years.

"Getting the money from college students is not something we'd take pleasure in doing," DeFrancisci said.

"But under the current economic situation, municipalities and cities have to look at ways that haven't been looked at."

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William Paterson University owns \$6 million worth of untaxable land in Wayne alone, said Wayne Councilman Gerard Porter. The 370-acre campus also stretches into Haledon and North Haledon.

"Every time [William Paterson University] bought property from somebody it went off our tax rolls," Porter said.

"It is tough to have to put it on them to pay, but we have no other choice," he said. "We need help. And we're not getting it from the county. And we're not getting it from state."

The idea to tap colleges is not a new one. During both the 2004-05 and 2006-07 legislative sessions, a similar bill (asking for \$50 per full-time student and \$25 per part-time student) was introduced by former Assemblyman Mims Hackett, who has since resigned amid bribery charges.

Those bills were both referred to the Assembly's Higher Education committee but didn't go anywhere.

"I think they came along at the wrong time," said Michael Cerra, a senior legislative analyst for the New Jersey League of Municipalities.

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"It coincided with the special legislative session and there was such a focus on the macro-issues. 'Don't look at the Band-Aids, just cure what ails us.' "

The league is shopping for a state lawmaker to sponsor the current proposal.

Cerra said the plan would only pay off for towns that have colleges and universities, thus limiting the benefit.

"Is there a way to offer support for more towns? Or is it going to be a piecemeal approach?" he said.

As a former mayor, councilman and freeholder, Assemblyman Scott Rumana, R-Wayne, said he knows intimately the financial struggles of a municipality.

"I have a great appreciation for the battles everyone faces in those levels of government," said Rumana, whose legislative district includes both WPU and Ramapo. "But to try to get fees out of students ... I'm not comfortable with that concept."

The state associations representing New Jersey colleges say this is a bad idea. They say the economic benefit the colleges bring — from money spent by students at local pizzerias to their visiting parents paying for hotel rooms — should outweigh the expense of the campus.

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"For the middle-class student, struggling working jobs or dropping out because they're having trouble with tuition ... this is just one more straw on the camel's back," said Paul Shelly, of the New Jersey Association of State Colleges and Universities.

Wilson, of the Association of Independent Colleges of New Jersey, wonders why the towns are singling out colleges and not going after other non-profits.

"What's the difference," he asked. "Students are already paying tuition, so they can just put an add-on to it?"

The resolution that Teaneck adopted supporting municipal service fees for colleges states that Teaneck officials proposed this idea years ago — and they wanted to collect from other entities, such as hospitals, as well.

Some private colleges, Wilson said, already contribute a payment in lieu of taxes to their municipality or offer special scholarships to town residents.

Those things would likely dry up if the

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service fee were imposed, he said.

Ramapo College spokeswoman Anna Farneski said in a written statement that although the college appreciates Mahwah's need for revenue, "we believe the college, our faculty, staff and students are an economic benefit to the community and the region."

686 police calls

Mahwah Police Chief James Batelli said Ramapo alone is the size of some smaller towns in Bergen County and generates a significant amount of emergency calls.

First responders visited the campus last year for 81 fire department calls, 24 ambulance calls and 686 police calls, according to data from town officials.

But the calls aren't more than the township can handle, he said.

Batelli said the proportion of calls at the college is no different than what Ford Motor Co. generated when it was in town. "The big difference that a lot of people consider is that [Ramapo doesn't] pay any taxes," he said.

In fact, Ramapo formed its own ambulance squad after speaking with town officials about the large number of calls.

"They have made some steps," Batelli said.

As for the cost associated with sending his officers to respond to a campus call,

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"The officer's salary is being paid whether they're on uncommitted patrol time ... or committed patrol time responding to a call for service," he said.

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**RESOLUTION
TOWNSHIP OF MAHWAH
P.O. BOX 733
MAHWAH NJ 07430**

Resolution #036-10

Date: February 18, 2010

Name	Motion	Second	Yes	No	Abstain	Absent
Aldavino				X		
DiGiulio				X		
Kidd		X	X			
Larsen			X			
Roth	X		X			
Williams				X		
DePuzze			X			

**RESOLUTION REQUESTING THE STATE ESTABLISH MUNICIPAL
SERVICE FEES TO BE PAID BY STUDENTS ATTENDING COLLEGES
AND UNIVERSITIES WITHIN THE MUNICIPALITY**

WHEREAS, many municipalities are having difficulty coping with the fact that a large percentage of the property within their boundaries is tax exempt; and

WHEREAS, municipalities are realizing the erosion of their tax bases when colleges and universities and other nonprofits purchase additional property within the municipality; and

WHEREAS, because of New Jersey's allowance for tax exempt property, the average municipality loses approximately 13 percent of the taxes it could collect if all property within its borders were taxed; and

WHEREAS, the unequal distribution of tax exempt properties within the State of New Jersey exacerbates the problems posed by tax exempt properties since exempt property is concentrated in relatively few municipalities; and

WHEREAS, the cost of providing municipal services such as police, fire, emergency, medical services, street lighting and road maintenance are continually increasing; and

WHEREAS, residents are unfairly shouldering the burden of higher taxes by paying a greater amount for municipal services than they would pay if everyone using the services shared the burden of paying for said services; and

WHEREAS, it is a well known fact that colleges and university students frequently utilize municipal services, especially those of public safety: police, fire and emergency medical services; and

Resolution #036-10

WHEREAS, the New Jersey League of Municipalities deems it vital and crucial to alleviate the tax burden of the residents and businesses of said municipalities communities replete with tax exempt universities and colleges; and

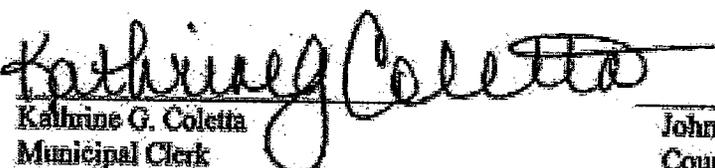
WHEREAS, the New Jersey State League of Municipalities asserts that all colleges and universities utilizing municipal services should pay for them.

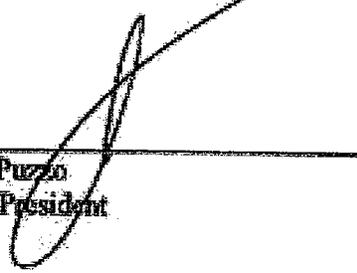
NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah, County of Bergen, does hereby request the New Jersey State Legislature to establish municipal services fees to be paid by students attending colleges and universities within said municipalities; and

BE IT FURTHER RESOLVED that full time students should be assessed a fee of \$100.00 per year, part time students assessed a fee of \$50.00 per year and the aforementioned fees should be adjusted annually by the municipal tax rate; and

BE IT FUTHER RESOLVED that a certified copy of this resolution shall be forwarded to State Senators, Assemblymen and the New Jersey League of Municipalities.

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, 18th day of February, 2010.


Kathrine G. Coletta
Municipal Clerk


John DaPuzzo
Council President

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

City Clerk File No. Res. 10-222

Agenda No. 10.T

Approved: APR 14 2010



TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT RELATING TO CERTAIN PROPERTIES TO THE JERSEY CITY REDEVELOPMENT AGENCY AND RESCINDING ORDINANCE 08-018**

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City is the owner of certain properties located within the following Blocks, Lots and street addresses:

<u>Block</u>	<u>Lot(s)</u>	<u>Street Address(es)</u>
1332	20.99 & 18.99	451-457 Ocean Avenue/79-81 Dwight Street
1337	1A.99; 38 & 39	115-121 MLK Dr; 186 & 188 Woodward
1978	11.A & 12.DUP	421 & 423 Martin Luther King
1492	2.A, 3.C, 3.D	Chapel Avenue
704.5	B.1	100 Hoboken Avenue
2006.A	2	824 Garfield Avenue
1931	3A, 3B, 4A	642-646 Communipaw Avenue
2042	6, 7, 8	373-377 Communipaw Avenue
235	175	28 Bright Street

WHEREAS, it has been determined that the Properties are no longer needed for any municipal public purpose or use; and

WHEREAS, the Jersey City Redevelopment Agency desires to acquire the Properties from the City of Jersey City in order to implement the redevelopment plans within which boundaries the Properties are located; and

WHEREAS, the Jersey City Redevelopment Agency has agreed to pay the City a price to be determined by an appraiser for the Properties, based on currently proposed plans but which the parties agree is the minimum sum of \$4,270,000; and

WHEREAS, this consideration shall be paid on or before June 30, 2010; and

WHEREAS, in addition to compensating the City of Jersey City consideration for the conveyance to the Jersey City to the Jersey City Redevelopment Agency, the conveyance will also effectuate the redevelopment of the Properties in accordance with the terms of the applicable Redevelopment Plans and its return to the real estate tax rolls of the City of Jersey City; and

TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT RELATING TO CERTAIN PROPERTIES TO THE JERSEY CITY REDEVELOPMENT AGENCY AND RESCINDING ORDINANCE 08-018**

WHEREAS, the City of Jersey City authorized to aid redevelopment projects, including the conveyance of any of its property pursuant to N.J.S.A. 40A:12A-39(a) and N.J.S.A. 50A:12-13(b)(1); and

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

The conveyance to the Jersey City Redevelopment Agency of certain lands and buildings designed on Jersey City's Official Tax Assessment Map as:

<u>Block</u>	<u>Lot(s)</u>	<u>Street Address(es)</u>
1332	20.99 & 18.99	451-457 Ocean Avenue/79-81 Dwight Street
1337	1A.99; 38 & 39	115-121 MLK Dr; 186 & 188 Woodward
1978	11.A & 12.DUP	421 & 423 Martin Luther King
1492	2.A, 3.C, 3.D	Chapel Avenue
704.5	B.1	100 Hoboken Avenue
2006.A	2	824 Garfield Avenue
1931	3A, 3B, 4A	642-646 Communipaw Avenue
2042	6, 7, 8	373-377 Communipaw Avenue
235.	175	28 Bright Street

for the purpose of implementing the purposes of the applicable Redevelopment Plan, based upon currently proposed plans for an amount to be determined by an appraiser but which the parties agree is the minimum sum of \$4,270,000, is hereby approved.

2. The Mayor or Business Administrator is directed to execute an Agreement(s) with the Jersey City Redevelopment Agency, and any other documents, including a deed(s), that are deemed legally necessary or appropriate by the Corporation Counsel to effectuate the transfer of the Properties to the Jersey City Redevelopment Agency on or before June 30, 2010, in accordance with the above terms.

3. The Cooperation Agreement shall be substantially the form attached, subject to such modification as the Corporation Counsel deems appropriate or necessary.

MS
APPROVED: 4/14/10
APPROVED: B. O'Reilly
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/14/10											
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

COOPERATION AGREEMENT

This Agreement made as of the ____ day of April 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, NJ 07302, and the **JERSEY CITY REDEVELOPMENT AGENCY, [JCRA]**, a public corporation of the State of New Jersey, with offices at 30 Montgomery Street, Jersey City, NJ 07302.

RECITALS

WHEREAS, the City the owner of certain property known as Block 1332, Lots 20.00 and 18.99, more commonly known by the street addresses of 451-457 Ocean Avenue and 79-81 Dwight Street; Block 1337, Lots 1A.99, more commonly known by the street addresses of 38 & 39, 115-121 Martin Luther King Drive and 186-188 Woodward Street; Block 1978, Lots 11.A and 12.DUP, more commonly known by the street address of 421 and 423 Martin Luther King Drive; Block 1492, Lots 2.A, 3.C and 3.D, more commonly known by the street address of Chapel Avenue; Block 704.5, Lot B.1, more commonly known by the street address of 100 Hoboken Avenue; Block 2006.A, Lot 2, more commonly known by the street address of 824 Garfield Avenue; Block 1931, Lots 3A, 3B and 4A, more commonly known by the street address of 642-646 Communipaw Avenue; Block 2042, Lots 6, 7 and 8, more commonly known by the street address of 373-377 Communipaw Avenue; and Block 235, Lot 175, more commonly known by the street address of 28 Bright Street, located within various Redevelopment Plan Areas; and

WHEREAS, the JCRA has agreed to acquire the property from the City and pay the City the sum of Four Million Two Hundred Seventy Dollars (\$4,270,000) on or before June 30, 2010 ; and

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, do mutually covenant, promise and agree as follows:

ARTICLE 1
PURPOSE OF AGREEMENT

The purpose of this Agreement is to insure the implementation of various Redevelopment Agreements by the conveyance of certain City owned property to the JCRA for sale to a third party developers. The property is described as Block 1332, Lots 20.00 and 18.99, more commonly known by the street addresses of 451-457 Ocean Avenue and 79-81 Dwight Street; Block 1337, Lots 1A.99, more commonly known by the street addresses of 38 & 39, 115-121 Martin Luther King Drive and 186-188 Woodward Street; Block 1978, Lots 11.A and 12.DUP, more commonly known by the street address of 421 and 423 Martin Luther King Drive; Block 1492, Lots 2.A, 3.C and 3.D, more commonly known by the street address of Chapel Avenue; Block 704.5, Lot B.1, more commonly known by the street address of 100 Hoboken Avenue; Block 2006.A, Lot 2, more commonly known by the street address of 824 Garfield Avenue; Block 1931, Lots 3A, 3B and 4A, more commonly known by the street address of 642-646 Communipaw Avenue; Block 2042, Lots 6, 7 and 8, more commonly known by the street address of 373-377 Communipaw Avenue; and Block 235, Lot 175, more commonly known by the street address of 28 Bright Street, located within various Redevelopment Plan Areas [Property].

ARTICLE 2
TERMS OF SALE

1. The City shall execute a deed and convey title to the JCRA in fee simple to all of the Property.

2. The JCRA shall pay the City the sum of Four Million Two Hundred Seventy Dollars (\$4,270,000), based upon the redevelopment plans now in effect, on or before June 30, 2010.

3. The City and JCRA may modify this Agreement and execute any other appropriate or necessary agreements as may be needed from time to time to effectuate the purposes of the Agreement. Such modifications must be approved in writing by the Business Administrator and Executive Director of the JCRA.

4. At the request of the City, the JCRA shall cooperate with and, if appropriate, coordinate its activities with such City agencies or other public bodies that the City may designate from time to time.

ARTICLE 3 **DURATION OF AGREEMENT**

The term of this Agreement shall be one (1) year commencing as of the date hereof. It may be extended up to a year with the mutual consent of the Business Administrator and Executive Director of the JCRA.

ARTICLE 4 **COMPENSATION AND PAYMENT**

The JCRA shall provide these services to the City for no consideration

ARTICLE 5 **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 construed in accordance with the laws of the State of New Jersey.

ARTICLE 6 **NOTICES**

All notices, requests, demands or other communications hereunder shall be

in writing and shall be deemed to be duly given if hand delivered or mailed by certified mail, return receipt requested to:

1. City of Jersey City: A) Business Administrator, City Hall, 280 Grove Street, Jersey City, NJ 07302; B) Director of HEDC, 30 Montgomery Street, Jersey City, NJ 07302.
2. Jersey City Redevelopment Agency, Executive Director, 30 Montgomery Street, Jersey City, NJ 07302.

ARTICLE 7
REPORTS

Upon demand the JCRA agrees to provide the City with any reports, memoranda or other documents prepared or purchased by the JCRA in connection with the provision of services rendered hereunder. In addition, the JCRA will provide the City with periodic status reports or accounting upon demand by the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Brian O'Reilly
Business Administrator

WITNESS

JERSEY CITY REDEVELOPMENT AGENCY

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

City Clerk File No. Res. 10-223
 Agenda No. 10.U
 Approved: APR 14 2010
 TITLE:



**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH
 NAMS DEVELOPERS, INC. FOR THE USE OF CITY OWNED
 PROPERTY LOCATED AT BLOCK 1931 LOTS 3.A, 3.B, 4.A
 LOCATION 642-644-646 COMMUNIPAW AVENUE**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City is the owner of Block 1931 Lots 3.A, 3.B, 4.A Address 642-644-646 Communipaw Avenue; and

WHEREAS, Nams Developers, Inc. has been utilizing said properties for the purpose of storing construction materials and general construction staging activities since July 2, 2009; and

WHEREAS, as per the attached letter from Mr. Charles J. Harrington attorney for Nams Developers, Inc. he is requesting that is client be granted an extension for an additional sixty (60) days commencing on April 4, 2010 and ending June 4, 2010.

WHEREAS, Nams Developers, Inc. will fully indemnify and defend the City and insure the City for any damages or injuries arising from its use of the Property; and

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 Nams Developers, Inc. to enter onto 642-644-646 Communipaw Avenue owned by the City of Jersey City from April 4, 2010, for two (2) months expiring on June 4, 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* APPROVED AS TO LEGAL FORM
 Ann Marie Miller, Real Estate Manager
 APPROVED: *B. O'Reilly*
 Business Administrator Corporation Counsel

2010057

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
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 Peter M. Brennan, President of Council
Robert Byrne Robert Byrne, City Clerk

CONNELL FOLEY LLP
ATTORNEYS AT LAW
HARBORSIDE FINANCIAL CENTER
2510 PLAZA FIVE
JERSEY CITY, N.J. 07311-4029
(201) 521-1000
FAX: (201) 521-0100

ROSELAND OFFICE
85 LIVINGSTON AVENUE
ROSELAND, N.J. 07068-3702
(973) 535-0500
FAX: (973) 535-9217

NEW YORK OFFICE
868 SEVENTH AVENUE
NEW YORK, N.Y. 10106
(212) 262-2350
FAX: (212) 262-0050

PHILADELPHIA OFFICE
1500 MARKET STREET
PHILADELPHIA, PA 19102
(215) 248-3403
FAX: (215) 665-5727

ELIZABETH M. TRANTINA*
M. TREVOR LYONS*
CRAIG S. DEMARESKI*
ELIZABETH W. EATON*
JOSEPH M. MURPHY*
JASON E. MARK*
MICHAEL A. SHADIACK*
OWEN C. MCCARTHY*
PATRICIA A. LEE**
DOUGLAS J. SHOKT*
JAMES M. MERENDINO*
MICHELE T. TANTALLA*
AGNES ANTONIAN*
BRYAN F. COUCH*
GREGORY E. PETERSON*
HECTOR D. RUIZ*
NEIL V. MODY*
ROBERT A. VERDEBELLO*
MICHAEL J. ACKERMAN*
MELISSA A. ZAWADZKI*
MEGHAN C. GOODWIN*
MATTHEW S. SCHULTZ*
JENNIFER C. CRITCHLEY*
PATRICK S. BRANNIGAN*
MATTHEW I. GENNARO*
DANIELA R. D'AMICO*
DANJA BILLINGS MURPHY*
CHRISTINE I. GANNON*
PHILIP W. ALLOCRAMENTO III*
CATHERINE G. BRYAN*
JAMES C. HAYNIE*
LAURIE B. KACHONICK*
MICHAEL D. RIDENOUR*
MEGAN M. ROBERTS*
ANDREW C. SAYLES*
STEPHEN D. ROBERTS*
CHRISTOPHER ANATEMARCO*
AARON M. BENDER*
WILLIAM D. DEVEAU*
DANIEL B. KESSLER*
CONOR F. MURPHY*
MEGHAN B. BARRETT*
RIKHEANAH L. LICHANI*
NICOLE B. DORY*
PATRICK E. DURING*
CHRISTIAN J. JENSEN*
JOSEPH A. VILLANI, JR.*
LEB B. WILSON*
ANDREW B. BUCKMAN*
E. KEVIN VOLZ*
BETH A. FERLICCHI*
JENNIFER E. CONSTANTINOU*
CHRISTOPHER M. HEDRICK*
SUSAN KWIATKOWSKI*
MONICA SEITH*
MELISSA D. LOPEZ*
NEHA BANSAL

JOHN A. PINDAR (1969)
GEORGE W. CONNELL (2005)
ADRIAN M. FOLEY, JR.
GEORGE J. KENNY*
KENNETH E. KUNZMAN*
SAMUEL D. LORD*
RICHARD D. CATENACCI*
RICHARD J. BADDOLATO*
PETER D. MANAHAN*
JOHN B. MURRAY*
MARK L. FEDER*
KEVIN J. COAKLEY*
WILLIAM H. GRAHAM*
THOMAS S. COSMA*
KATHLEEN S. MURPHY*
PATRICK J. MCADILEY*
PETER J. PIZZI*
KEVIN R. GARDNER*
ROBERT E. RYAN*
MICHAEL X. MCGRIFF*
JERREY W. MORYAN*
JOHN E. HENNETT*
PETER J. SMITH*
BRIAN G. STELLER*
PHILIP F. MCGOVERN, JR.*
KAREN PAUNTER RANDALL*
LIZA M. WALSH*
JOHN P. LACEY*
TIMOTHY B. CORRISTON*
ERNEST W. SCHOELLKOPFF*
PATRICK J. HUGHES**
JAMES C. MCCANN*
JOHN D. CROMIE*
ANGELA A. HISS*
GLENN T. DYER*

WILLIAM T. MCGLOON*
BRENDAN JUDGE*
CHARLES J. HARRINGTON III*
DARIN S. MCNALLY*
STEPHEN V. FALANGA*
JEFFREY L. OHARA*
TRICIA O'REILLY*
ANTHONY F. VITIELLO*
MARC D. HAEBNER*
JONATHAN P. MCHENRY*
JAMES P. RHATICAN**
MATTHEW W. BAUER*
BRAD B. SHALITY*
W. NEVINS MCCANN*
THOMAS J. O'LEARY*
MITCHEL W. TARASCHI*
BARBARA M. ALMEIDA*

COUNSEL
JOHN W. NUSSELL*
JOHN B. LAVECCHIA*
FRANCIS E. SCHILZER*
EUGENE P. SOLLO*
NOEL D. HUMPHREYS*
ANTHONY ROMANO II*
STEVE BARNETT*
KARIN I. SPALDING*
JOHN ANNE HUDSON*
CORNELIUS J. O'REILLY*
RICHARD A. JACEN*
NANCY A. SKIDMORE*
THOMAS M. SCUDER*

*ALSO ADMITTED IN NEW YORK
**ALSO ADMITTED IN PENNSYLVANIA

WRITERS DIRECT DIAL

April 1, 2010

Via: Facsimile (201-547-5711) & Regular Mail

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

**Re: License Agreement between
Nams Developers, Inc. and the City of Jersey City
642-644-646 Communipaw Avenue, Jersey City, New Jersey**

Dear Ms. Miller:

In response to your letter dated March 2, 2010 regarding the above, I respectfully request that the above License Agreement be extended for an additional sixty (60) days.

Thank you.

Very truly yours,
Charles J. Harrington III
Charles J. Harrington, III

CJH:ga
Enclosure
cc: Nams Developer, attn: Mohan Myneni, via e-mail, no encl.

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 **NAMS DEVELOPERS, INC.**
Attn: Mohan Myneni, 682 Highway 440, Jersey City, New Jersey 07304 [Licensee]

WITNESSETH that:

1. The City is the owner of certain property located at Block 1931 Lots 3.A ,3.B & 4.A
Location 642-644-646 Communipaw Avenue .
2. The Licensor agrees to grant the Licensee, the right to use and access 642-644-646
Communipaw Avenue for the purpose of storing construction materials, and general
construction staging activities.
3. This License is for two months expiring on June 4, 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
or about the Property during the terms of this agreement, whether the use of the Property is

within or outside the scope of the above permitted use. Licensee's obligations hereunder shall survive any termination of this Agreement.

7. Licensee agrees to carry Property Damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000 or such other type and amount as is deemed necessary or appropriate by the City's Risk Manager. Licensee shall furnish to the City a Certificate of Insurance for the benefit of Licensee, naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of Insurance evidencing policies of insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this Agreement but in no event later than five (5) days prior to the commencement of any activities conducted pursuant to this Agreement.

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

9. Licensee shall accept sole responsibility for any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees on the property, at no cost of the City of Jersey City.

10. Licensee shall provide in writing to the City the names of two (2) authorized representatives of Licensee who shall be responsible for adherence to the terms and conditions of the License before, during and after the effective date of this License.

No other persons are to speak or act for Licensee.

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: Mohan Myneni
Nams Developers, Inc.
682 Highway 440
Jersey City, New Jersey 07304

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:

NAMS DEVELOPERS, INC.

Mohan Myneni

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

City Clerk File No. Res. 10-224
Agenda No. 10.V
Approved: APR 14 2010
TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PUBLIC SERVICE ELECTRIC & GAS COMPANY TO ENTER ONTO THE CITY-OWNED PROPERTY LOCATED IN MORRIS COUNTY KNOWN AS #PPL-264 BLOCK 31001, LOT 12, #PPL-266 BLOCK 50001, LOT 1, AND #SPPL-277 BLOCK 50003, LOT 19

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City (City) owns real property commonly known as the Split Rock Reservoir located in Morris County which includes property known as #PPL-264 Block 31001, Lot 12, #PPL-266 Block 50001, Lot 1, and #SPPL-277 Block 50003, Lot 19 (Property); and

WHEREAS, Public Service Electric & Gas Company (PSE&G) needs to replace electrical transmission towers that are located within a PSE&G right of way with larger towers that will provide greater electrical capacity (Project); and

WHEREAS, Resolution 09-018 approved on January 14, 2009 authorized a one year license agreement with PSE&G to enter the City's property to perform shovel tests, soil borings, and other investigative activities in connection with its Project; and

WHEREAS, that License Agreement expired on February 24, 2010; and

WHEREAS, PSE&G continues to require access to the Property in order to continue performing survey investigations that include shovel tests, soil boring, and other investigative activities and to allow contractors who will be bidding on the Project access to the site in order to prepare bid proposals; and

WHEREAS, PSE&G agrees to execute the license agreement attached hereto to.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

- 1) PSE&G, its contractors, and agents are authorized to enter onto the Property for the purpose of performing the activities described in the license agreement attached hereto; and

City Clerk File No. Res. 10-224

Agenda No. 10.V

TITLE: APR 14 2010

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PUBLIC SERVICE ELECTRIC & GAS COMPANY TO ENTER ONTO THE CITY-OWNED PROPERTY LOCATED IN MORRIS COUNTY KNOWN AS #PPL-264 BLOCK 31001, LOT 12, #PPL-266 BLOCK 50001, LOT 1, AND #SPPL-277 BLOCK 50003, LOT 19

- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the license agreement attached hereto; and
- 3) The term of this license agreement shall be for two (2) years, effective as of April 15, 2010.

RR
4-7-10

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B O'Keilly

Business Administrator

Corporation Counsel

Certification Required

Not Required

10058

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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

Peter M. Brennan, President of Council

Robert Byrne

Robert Byrne, City Clerk

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2010 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City " or Licenser") and Public Service Electric and Gas Company, with its employees and contractors, a New Jersey Corporation (hereinafter referred to as "Licensee" or "PSE&G"), whose address is 80 Park Plaza, Newark, New Jersey 07102. PSE&G needs to replace electrical transmission towers that are located within a PSE&G right of way with larger towers that will provide greater electrical capacity (Project). In connection with its Project, PSE&G needs access to properties at the Split Rock Reservoir site described below by Lot and Block number in Morris County. Premises are identified as follows and shown on the map attached hereto as Exhibit A:

#PPL-264 Block 31001 Lot 12, Morris County
#PPL-266 Block 50001 Lot 1, Morris County
#SPPL-277 Block 50003 Lot 19, Morris County

By this agreement the City grants permission to the Licensee to enter onto the Premises for the purposes of:

1. Performing survey investigations of the premises. It is understood that surveys will require shovel tests, soil borings, and other investigative activities.
2. Permitting access to contractors in order to prepare bid proposals for the PSE&G Project.
3. Should damage occur PSE&G will repair the damage at PSE&G's cost and expense to a condition as close as reasonably possible to the original condition.
4. The term of this License is for a period of two (2) years effective as April 15, 2010.
5. Provide all validating sampling data to the City.

The use of the Premises for activities other than those listed above are permitted only upon the review and written approval of the City Engineer.

6. The permission hereby granted for use of the Premises may only be revoked by the City for reasonable cause, by the City's Manager of Real Estate giving thirty (30) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Premises which occurred on or prior to the date of revocation.
7. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the Premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's

fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

8. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
9. The permission to use the Premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.
10. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
11. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
12. The Licensee's use of the premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.
13. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the Premises.
14. The licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the Premises. Licensee will supply the City with a copy of its insurance liability policy. The type and amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person or any damages to property, occurring as a result of or in connection with the Licensee's use of the premises 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 prescribed forms to be provided by the Licensor. Licensee shall have the right to self-insure the foregoing obligation and shall present to Licensor evidence of such self-insurance program prior to access under this agreement.
15. The Licensee's use of the Premises shall be in accordance with all applicable federal, state, county and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the Premises by the Licensee.

16. All equipment installed or used by the Licensee in connection with its use of the Premises that may be removed without damage to the Licensor's 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) weeks 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.
17. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative 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.
18. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor: Ann Marie Miller, Manager
 Office of Real Estate
 City Hall
 280 Grove Street
 Jersey City, N.J. 07302
 Telephone No. (201) 547-5234

Licensee: Linda Engelhardt
 Project Manager
 PSEG Services Corporation
 80 Park Plaza, Mail Code T17
 Newark, New Jersey 07102
 908-412-7004

19. This agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the Premises for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.
20. 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 Premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.
21. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.
22. This Agreement shall terminate on TWO years after April 15, 2010

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this _____ day of _____, 2010

PUBLIC SERVICE ELECTRIC AND GAS
COMPANY

By: PSEG Services Corporation, Agent
(Licensee)

By: _____
Robert Gibbs
Manager of Corporate Properties
PSEG Services Corporation

CITY OF JERSEY CITY

By: _____
Brian O'Reilly
Business Administrator

Attest: _____

Attest: _____
Robert Byrne
City Clerk

RR
4-7-10

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

City Clerk File No. Res. 10-225

Agenda No. 10.W

Approved: APR 14 2010

TITLE:



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH URS CORPORATION TO ENTER ONTO CITY PROPERTY KNOWN AS 13-15 LINDEN AVENUE EAST

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) is the owner of 13-15 Linden Avenue East (Property) which will be the site of the new Department of Public Works facility; and

WHEREAS, URS Corporation (URS) is a contractor of New Jersey Transit (NJT) and operates the Hudson Bergen Light Rail Transit System for NJT; and

WHEREAS, URS will be designing and constructing on New Jersey Transit property a new rail interlocking and siding facility (Project) on the Hudson Bergen Light Rail Transit System; and

WHEREAS, URS requests the City's permission to enter the Property for the purpose of accessing the Project site and for the purpose of receiving and storing construction material on a portion of the Property shown on Exhibit A of the attached License Agreement; and

WHEREAS, URS agrees to execute the license agreement attached hereto.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

- 1) URS Corporation, its contractors, and agents are authorized to enter onto the Property for the purpose of performing the activities described in the License Agreement attached hereto; and
- 2) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement attached hereto; and
- 3) the term of this license agreement shall be for six and one half (6 1/2) months, effective as of April 15, 2010 and ending on November 1, 2010.

RR
4-6-10

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Reilly

Business Administrator

Corporation Counsel

2010060

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2010 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licensors) and URS Corporation (hereinafter referred to as "Licensee"), whose address is 20 Caven Point Avenue, Jersey City, New Jersey 07305-4604.

By this Agreement the City grants permission to the Licensee to enter onto City property which is known as 13-15 Linden Avenue East, Jersey City (hereinafter referred to as the "premises"). Licensee is a contractor of New Jersey Transit and operates the Hudson Bergen Light Rail Transit System. Licensee will be designing and constructing on New Jersey Transit property a new rail interlocking and siding facility (Project). Licensee, and/or its contractors or agents, are permitted to enter the premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

- a) The term of this License is for a period of six and one half (6 ½) months effective as of April 15, 2010 and ending on November 1, 2010.
- b) The Licensee shall be permitted to use the premises for the following activities:
 - (a) accessing the Project site; and
 - (b) receiving and storing construction material and equipment on the premises in the area shown on the attached Exhibit A.

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of the City Engineer.

3. The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Manager of Real Estate giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.
4. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.
5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out

of the Licensee's use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. The permission to use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

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

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

10. The Licensee's use of the premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

11. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

12. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, 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 prescribed forms to be provided by the Licensor.

13. The Licensee's use of the premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the premises by the Licensee.

14. All equipment installed or used by the Licensee in connection with its use of the premises that may be removed without damage to the Licensor's 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) weeks 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.

15. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative 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.

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

Licensor: Ann Marie Miller, Manager
Office of Real Estate
City Hall
280 Grove Street
Jersey City, N.J. 07302
Telephone No. (201) 547-5234

Licensee:

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

18. 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 premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

19. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

20. This Agreement shall terminate on November 1, 2010.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this _____ day of _____, 2010

URS CORPORATION
(Licensee)

CITY OF JERSEY CITY

By: _____

By: _____

Brian O'Reilly
Business Administrator

Attest: _____

Attest: _____

Robert Byrne
City Clerk

RR
4-5-10

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

City Clerk File No. Res. 10-226

Agenda No. 10.X

Approved: APR 14 2010

TITLE:



RESOLUTION AUTHORIZING AMENDMENTS TO TWO (2) LICENSE AGREEMENTS WITH PPG INDUSTRIES, INC., TO ENTER ONTO CITY PROPERTIES KNOWN AS 1054 GARFIELD AVE., 1056 GARFIELD AVE, 1058 GARFIELD AVE, 1060 GARFIELD AVE., 1068 GARFIELD AVE.

WHEREAS, Resolution 09-887 approved on October 28, 2009 authorized a five year License Agreement effective as of November 23, 2009 with PPG Industries, Inc., (PPG) to enter onto City owned property known as Block 1006.A, Lot 2, also known as 824 Garfield Avenue for the purpose of performing environmental testing, and if required, remediation; and

WHEREAS, Resolution 09-888 approved on October 28, 2009 authorized a five year License Agreement effective as of November 23, 2009 with PPG to enter onto City owned property known as Block 2026.1, Lot 2.A a/k/a 880 Garfield Avenue; Block 2026.1, Lot 4.A a/k/a 884 Garfield Avenue; Block 2026.1, Lot 3.B a/k/a 70 Carteret Street; Block 2026.A, Lot 3.A a/k/a 2 Dakota Street for the purpose of performing an environmental testing, and if required, remediation; and

WHEREAS, PPG desires to amend the two License Agreements to include additional City-owned properties that PPG desires to enter upon to perform environmental testing, and if required, remediation; and

WHEREAS, the City and PPG desire to amend the License Agreements to include the following City owned properties: Block 1948, Lot 6.A a/k/a 1060 Garfield Avenue; Block 1948, Lot 7.B a/k/a 1058 Garfield Avenue; Block 1948, Lot 7.A a/k/a 1056 Garfield Avenue; Block 1948, Lot 8.A a/k/a 1054 Garfield Avenue; Block 1948, Lot 4 a/k/a 1068 Garfield Avenue (Property); and.

WHEREAS, PPG agrees to execute the Amendment to License Agreement attached hereto.

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

1. PPG, its contractors, and agents are authorized to enter onto the Property for the purpose of performing the activities described in the Amendment to License Agreement attached hereto.
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Amendment to License Agreement attached hereto.

APPROVED: RR/cw
4-7-10
APPROVED: B O'Keilly
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

2010060

APPROVED 9-0
4/14/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

AMENDMENT TO LICENSE AGREEMENT

This Amendment to License Agreement (the "Amendment") is made as of March ____, 2010, by and between the City of Jersey City, a municipal corporation of the State of New Jersey (the "City") and PPG Industries Inc., a Pennsylvania corporation with an address at 1 PPG Place, Pittsburgh, Pennsylvania 15272.

WHEREAS, the City and PPG have entered into two License Agreements, each dated November 23, 2009 (collectively, the "Existing License Agreements");

WHEREAS, pursuant to the Existing License Agreements the City granted a license to PPG and its agents, employees and independent contractors (collectively, the "Licensee") permitting the Licensee to enter on, occupy, and use the following properties (including, without limitation, the interior of any structure thereon) owned by the City for the purposes of performing any and all environmental testing and, if required, remediation (the "Testing and Remedial Activities"): (i) Block 2026.1 Lots 2.A, 3.B and 4.A (commonly known, respectively, as 880 Garfield Avenue, Jersey City, New Jersey; 70 Carteret Avenue, Jersey City, New Jersey; and 884 Garfield Avenue, Jersey City, New Jersey); (ii) Block 2026.A, Lot 3.A (commonly known as 2 Dakota Street, Jersey City, New Jersey); and (iii) Block 2006.A, Lot 2 (commonly known as 824 Garfield Avenue, Jersey City, New Jersey) (collectively, the "Original Licensed Properties");

WHEREAS, the parties to the Existing License Agreements desire to amend each of the agreements so that it shall grant the Licensee the aforementioned license to perform the Testing and Remedial Activities on and in the following additional properties owned by the City, located in Jersey City, New Jersey and more particularly identified on the Hudson County tax map as: (i) Block 1948, Lot 6.A (commonly known as 1060 Garfield Avenue, Jersey City, New Jersey); (ii) Block 1948, Lot 7.B (commonly known as 1058 Garfield Avenue, Jersey City, New Jersey); (iii) Block 1948, Lot 7.A (commonly known as 1056 Garfield Avenue, Jersey City, New Jersey); (iv) Block 1948, Lot 8.A (commonly known as 1054 Garfield Avenue, Jersey City, New Jersey); and (v) Block 1948, Lot 4 (1068 Garfield Avenue Jersey City, New Jersey) (collectively, the "Additional Licensed Properties")

NOW, THEREFORE, in consideration of the promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree to amend and restate the Existing License Agreements in the following manner:

1. The parties hereby agree that the Additional Licensed Properties shall constitute and be a part of the "Premises" (as such term is defined in the Existing License Agreements) so that, upon execution of this Amendment the parties agree that the Licensee shall have a license to perform the Testing and Remedial Activities on both the Original Licensed Properties and the Additional Licensed Properties.
2. The parties hereby further agree that the terms and conditions of the Existing License Agreements shall, unless herein modified or amended, constitute the terms and conditions pursuant to which the Licensee is granted a license to

perform the Testing and Remedial Activities on the Additional Licensed Properties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

PPG INDUSTRIES INC.

By: _____

Name:

Title:

CITY OF JERSEY CITY

By: _____

Name:

Title:

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

City Clerk File No. Res. 10-227

Agenda No. 10.Y

Approved: APR 14 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF JANITORIAL SERVICES CONTRACTS FOR VARIOUS CITY BUILDINGS TO CHUK'S PROFESSIONAL CLEANING, INC., CRISTI CLEANING SERVICE, UNITED SERVICES, INC., AND TECHNICAL BUILDING MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS& STREETS MAINTENANCE

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 Janitorial Services for various City Buildings for the Department of Public Works/Division of Buildings & Streets Maintenance pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Twelve (12) Bids**, with partial awards being made to the lowest responsible bidders, **Chuk's Professional Cleaning, 109 Washington Ave., Office#4, Belleville, NJ 07109**, in the amount of **Two Hundred Two Thousand, Three Hundred Twenty Eight Dollars (\$202,328.00)**, **Cristi Cleaning Service, 77 Trinity Place, Hackensack, NJ, 07601**, in the amount of **Four Hundred (\$400.00) Dollars**, **United Services, Inc., 482 Forest Street, Kearny, NJ, 07032**, in the amount of **Sixty Four Thousand, Seven Hundred Twenty Four Dollars (\$64,724.80) and Eighty Cents**, **Technical Building Maintenance, One Park Avenue, New York, NY 10016**, in the amount of **Two Hundred Sixty Thousand, Three Hundred Forty Six Dollars (\$260,346.00)**:

<u>Vendor</u>	<u>Locations</u>	<u>Award Amount</u>	
Chuk's Professional Cleaning, Inc.	<u>Block 1:</u>	\$57,000.00	
	-Police HDQ-8 Erie Street -115 C. Columbus Dr.(Health Clinic)		
	<u>Block 3:</u>	\$28,800.00	
	-191 Bergen Ave(South District) -355 Bergen Ave.(Maureen Collier Cntr)		
	<u>Block 5:</u>	\$28,800.00	
	-576 Communipaw Ave.(West District) -130 Cator Ave.(Juvenile Bureau)		
	<u>Block 11:</u>	\$82,000.00	
	-575 Route 440 (DPW) Blood Clean Up/Miscellaneous		
	Cristi Cleaning Service	FLOOR CARE AT:	\$5,728.00
		360 MLK Drive(Building Dept.Annex)	
	United Services	<u>Block 2:</u>	\$27,741.00
-284 Central Ave.(North District)			
-394 Central Ave.(CCTV)			
-28 Paterson St.			

(CONTINUED ON PAGE 2)

TITLE: APR 14 2010

RESOLUTION AUTHORIZING THE AWARD OF JANITORIAL SERVICES CONTRACTS FOR VARIOUS CITY BUILDINGS TO CHUK'S PROFESSIONAL CLEANING, INC., CRISTI CLEANING SERVICE, UNITED SERVICES, INC., AND TECHNICAL BUILDING MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS& STREETS MAINTENANCE

	Block 8:	\$27,886.00
	-Chapel Ave.(Police Academy), Recreation Facility, & 100 Phillips St. (JCPD CAR POUND)	
	FLOOR CARE AT:	\$9,097.80
	140 MLK Drive (Community Center) 715 Summit Ave. Pershing Field	
Technical Building Maintenance	Block 4:	\$28,927.00
	-207 7 th st.(East District) -465 Marian Blvd(Fire HQ)	
	Block 6:	\$86,782.00
	-280 Grove St.(City Hall)	
	Block 7:	\$57,855.00
	-365 Summit Ave.(Municipal Court)	
	Block 9:	\$28,927.00
	-1 Journal Sq. Plaza	
	Block 10:	\$57,855.00
	-100 Cornelison Ave.(Motorcycle Squad) -201 Cornelison Ave.(Human Resources)	

Total bid amount of **Five Hundred Twenty Seven Thousand, Seven Hundred Ninety Eight Dollars (\$527,798.80) and Eighty Cents; and**

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

WHEREAS, the contracts are for one year effective date of March 1, 2010; and

WHEREAS, the City shall have the right to renew the contract for up to two (2) additional one-year periods.

WHEREAS, the sum of Five Hundred Twenty Seven Thousand, Seven Hundred Ninety Eight Dollars (\$527,798.80) and Eighty Cents, will be budgeted for the 2010 Budget Year subject to the approval of said budget by the Municipal Council: and

WHEREAS, the sum of Fifty Three Thousand (\$53,000.00) is available in the 2010 temporary budget in Account No. 01-201-26-291-314, Department of Pubic Works/Buildings & Streets Maintenance: and

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

(CONTINUED ON PAGE 3)

APR 14 2010

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF JANITORIAL SERVICES CONTRACTS FOR VARIOUS CITY BUILDINGS TO CHUK'S PROFESSIONAL CLEANING, INC., CRISTI CLEANING SERVICE, UNITED SERVICES, INC., AND TECHNICAL BUILDING MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS& STREETS MAINTENANCE

**Department of Public Works/Division of Building & Street Maintenance
 Account No. 01-201-26-291-314**

<u>Vendor</u>	<u>Locations:</u>	<u>P.O. NO.</u>	<u>Encumbrance</u> <u>Amount</u>
Chuk's Professional Cleaning, Inc. 109 Washington Ave Belleville, NJ 07109	Block#'s 1,3,5,11	99191 - *2,000 99189 - *20,000	\$22,000.00
United Services 482 Forest Street Kearny, NJ, 07032	Block#'s 2,8	99190 - *3,000 99187 - *8,000	\$11,000.00
Technical Building Maintenance One Park Avenue New York, NY 10016	Block#'s 4,6,7,9,10	99188	\$20,000.00
TEMPORARY ENCUMBRANCE			\$53,000.00
Cristi Cleaning Service 77 Trinity Place Hackensack, NJ, 07601	Floor Care	99180	\$400.00

WHEREAS, the remaining contract funds will be made available in the 2010, 2011, 2012, & 2013 temporary and permanent budgets; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2010, 2011 & 2012 temporary and permanent budgets; and

WHEREAS, the bid specifications described twenty (20) different buildings that require janitorial services and reserved the right to award a contract on a per block basis.

(CONTINUED ON PAGE 4)

TITLE: APR 14 2010

RESOLUTION AUTHORIZING THE AWARD OF JANITORIAL SERVICES CONTRACTS FOR VARIOUS CITY BUILDINGS TO CHUK'S PROFESSIONAL CLEANING, INC., CRISTI CLEANING SERVICE, UNITED SERVICES, INC., AND TECHNICAL BUILDING MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS& STREETS MAINTENANCE

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bids of the aforementioned companies be accepted and that contracts be awarded to said companies in the above amounts, and the Acting Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that the continuation of these contracts after the expenditure of funds encumbered by this resolution shall be subject to the availability and appropriation of funds in the fiscal year 2010 permanent budget, and be it further

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

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

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

I, Donna Mauer, **Donna Mauer, Chief Financial Officer**, certify that there are sufficient funds available for payment of this above resolution in **Account No. 01-201-26-291-314**

APPROVED: [Signature]
Peter Folgado, Acting Purchasing Director

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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.

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

Janitorial

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
CAPITAL AND REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
CHUKS PROFESSIONAL CLEANING INC

TRADE NAME:

ADDRESS:
8 DAVIDSON ST
BELLEVILLE NJ 07109
EFFECTIVE DATE:

SEQUENCE NUMBER:

1218801

ISSUANCE DATE:

03/13/06

08/18/03

J.P. S. Kelly

FORM-BRC(08-01)

Director

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

State of New Jersey Division of Taxation P O Box 252 Trenton, N.J. 08646-0252 (609) 292-1730
This Certificate of Authority (CA-1) must be displayed at your place of business.

260-067-256/000

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08638

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

CHUKS PROFESSIONAL CLEANING INC
8 DAVIDSON ST
BELLEVILLE NJ 07109

Robert K. Thompson

Director, Division of Taxation

Tax Registration No.: XXX-XXX-256/000

Tax Effective Date 03-09-06

Document Locator No.: C0000225408

Date Issued 03-20-06

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

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 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

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.

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): Crystal Dodson/
Administrative Assistant
 Representative's Signature: Crystal
 Name of Company: Chuk's Professional Cleaning Inc.
973-759-0014
 Date: 2/4/10

EXHIBIT A (Cont)

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, 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 service contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certification of Employee Information Report
Employee Information Report Form AA302

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

The undersigned vendor further agrees to furnish the required form 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): LIVINUS

Mbamara

Representative's Signature: [Signature]

Owner

Name of Company: Chwick's Professional

Cleaning INC.

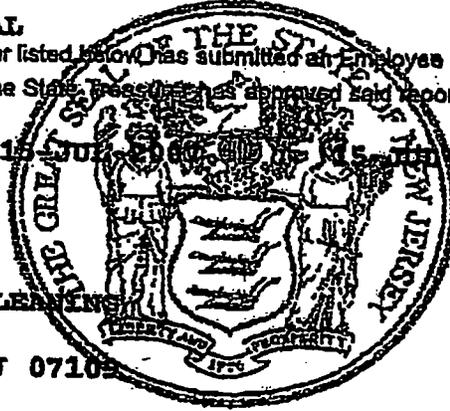
Tel. No.: 9737540014 Date: 12/16/09

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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

15 JUL 2009 TO 15 FEB 2014



CHUKS PROFESSIONAL CLEANING
8 DAVIDSON STREET
BELLEVILLE NJ 07109



Bradley Abela

State Treasurer

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

DIVISION OF PUBLIC CONTRACTS EQUAL
EMPLOYMENT OPPORTUNITY COMPLIANCE

Form AA307

Employee Information Report

Form AA307
Rev. 10/09

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Commission

EMPLOYEE INFORMATION REPORT
This report is to be completed by the contractor for each contract award. It is to be submitted to the Division of Public Contracts, Equal Employment Opportunity Commission, 1000 Washington Blvd., Newark, NJ 07102.

SECTION A - COMPANY IDENTIFICATION

1. Name of contractor: **CHARLS Professional Cleaning Inc**
 2. Type of business: 1. SINGLE 2. PARTNERSHIP 3. JOINT VENTURE
 4. CORP. 5. OTHER
 3. Special NO. assigned to this contract: **07109**

4. Address of contractor:
 109 Washington **Belleville** **Essex** **NJ**
 CITY STATE ZIP CODE

5. Contract type:
 1. CONTRACT AWARDING TO PRIVATE EMPLOYER
 2. CONTRACT AWARDING TO STATE OR LOCAL GOVERNMENT
 3. CONTRACT AWARDING TO FEDERAL GOVERNMENT

6. Contract number:

7. If you are a minority business enterprise (MBE) or a woman-owned business enterprise (WBE), please check the appropriate box and provide the name of the certifying organization.
 1. MBE
 2. WBE

JOB CATEGORIES	Total Employees			Employee Information									
	WHITE	BLACK	OTHER	BLACK	WHITE	ASIAN	PAACIFIC ISLANDER	AMERICAN INDIAN	ALASKA NATIVE	HISPANIC	OTHER	UNCLASSIFIED	OTHER
Executive/Professional	1	X		X									
Administrative	7	1	1										
Technical	0	0	0										
Operative	0	0	0	1						1			
Support	0	0	0										
Unemployed	0	0	0										
Total	28	12	16	7	5					7	5	7	9
Total	31	13	18	8	5					8	9		

8. If you have information as to race or ethnic group of each employee, please check the appropriate box.
 1. Not known 2. Not reported
 9. If you have information as to race or ethnic group of each employee, please check the appropriate box.
 1. Not known 2. Not reported
 10. If you have information as to race or ethnic group of each employee, please check the appropriate box.
 1. Not known 2. Not reported
 11. If you have information as to race or ethnic group of each employee, please check the appropriate box.
 1. Not known 2. Not reported

12. Name of contractor: **LIVINUS M. BARRA**
 Title: **President**
 Date: **12/16/09**

13. If you are a minority business enterprise (MBE) or a woman-owned business enterprise (WBE), please check the appropriate box and provide the name of the certifying organization.
 1. MBE 2. WBE

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 no, 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 INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

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

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

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

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

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

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

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

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

ITEM 15 - If the answer to item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

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

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

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN 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

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

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

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

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

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

Representative's Name/Title Print: Crystal Dodson / Administrative Assistant
Representative's Signature: Crystal Dodson
Name of Company: Chuks Professional Cleaning, Inc.
Tel. No.: 973-759-0014 Date: J 214 17

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 1999 (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 damage 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: Livinus Mbananga
Representative's Signature: [Signature] Owner
Name of Company: Chuk's Professional Cleaning
Tel. No.: 473-759-0014 Date: 12/16/09

**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 : Chuk's Professional Cleaning INC.
Address : 109 Washington Ave.
Telephone No. : 973-759-0014
Contact Name : Livinus Mbaranya

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.

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."

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
03-31-20

PRODUCER

DALE GROUP INC/PHS
650919 P: (866) 467-8730 F: (800) 308-5459
301 WOODS PARK DRIVE
CLINTON NY 13323

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

- INSURER A: Hartford Ins Co of the Midwest
- INSURER B:
- INSURER C:
- INSURER D:
- INSURER E:

INSURED

CHUK'S PROFESSIONAL CLEANING INC.
109 WASHINGTON AVE.
BELLEVILLE NJ 07109

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR X General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input checked="" type="checkbox"/> LOC	13 SBA IM1922	05/14/09	05/14/10	EACH OCCURRENCE \$2,000 FIRE DAMAGE (Any one fire) \$300,00 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000 GENERAL AGGREGATE \$4,000 PRODUCTS - COMPIOP AGG \$4,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	CARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WE STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. Certificate Holder is also named Additional Insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER

X ADDITIONAL INSURED: INSURER LETTER: A

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joe Taylor

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.

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

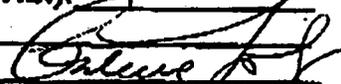
The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish 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): CRISTINA LOPEZ
PRESIDENT.

Representative's Signature: 

Name of Company: CRISTI CLEANING SERVICE CORP.

Tel. No.: 201-883-1711 Date: 02-04-10

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

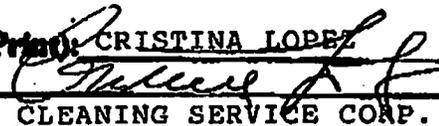
The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and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

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

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

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

Representative's Name/Title Printed: CRISTINA LOPEZ PRESIDENT

Representative's Signature: 

Name of Company: CRISTI CLEANING SERVICE CORP.

Tel. No.: 201-883-1717

Date: 02-04-10

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 1999 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage 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): RICARDO LOPEZ, VICE PRESIDENT

Representative's Signature: 

Name of Company: CRISTI CLEANING SERVICE CORP.

Tel. No.: 201-883-1717

Date: JULY 20, 2009

**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 : CRISTI CLEANING SERVICE CORP.
Address : 77 TRINITY PLACE, HACKENSACK, NJ 07601
Telephone No. : 201-883-1717
Contact Name : RICARDO LOPEZ

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 EQUAL OPPORTUNITY COPY

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-2009** to **15-JUL-2010**



CRISTI CLEANING SERVICE CORP
77 TRINITY PLACE
HACKENSACK

NJ 07601



Bradley A. DeLena

State Treasurer

Certificate Number
33263

Registration Date: 07/31/2009
Expiration Date: 06/30/2010



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Cristina Lopez, President

Responsible Representative(s):
Ricardo Lopez, Vice-President

Cristina Lopez Services Corp.

A handwritten signature in black ink, appearing to read "David J. Socolow".

David J. Socolow, Commissioner
Department of Labor and Workforce Development

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2009

PRODUCER 201.662.0300 FAX 201.662.8802
Maret Insurance Agency, Inc.
7822 Kennedy Boulevard
P.O. Box 7207
North Bergen, NJ 07047

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Cristi Cleaning Service Corp
77 Trinity Place
Hackensack, NJ 07601

INSURERS AFFORDING COVERAGE NAIC #

INSURER A: Hartford Insurance Group
INSURER B: Sentinel Insurance Company
INSURER C: Commerce & Industry Ins Co
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, ADDR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Rows include General Liability, Automobile Liability, Garage Liability, Excess/Umbrella Liability, Workers Compensation, and Blanket Employee Dishonesty Bond.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE Jacqueline Caro

THE COUNCIL

NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL, INC.

THIS CERTIFIES THAT

Cristi Cleaning Service Corp.

has met the requirements for certification as a bona fide minority business enterprise as defined by the National Minority Supplier Development Council (NMSDC) and as adopted by its Regional Minority Supplier Development Council.

NAIC Code(s) 561720,

12/29/2008

Issue Date

NY0787

Certification Number

9/30/2009

Expiration Date

Renee M. ...
President's Signature



An Affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)



New York City Department of Small Business Services
 Division of Economic and Financial Opportunity



Cristi Cleaning Service Corp.

This certificate acknowledges that this company has met the criteria as established by the M/WBE Program at the New York City Department of Small Business Services and therefore is certified as a Minority and Woman-owned Business Enterprise (M/WBE).

Certificate Number: 50080 - 72007
Expires on: 7/31/2012

Michael R. Bloomberg
 Michael R. Bloomberg, Mayor



Robert W. Walsh
 Robert W. Walsh, Commissioner

Alfred O. Milton
 Alfred O. Milton, Associate Director Certification



THE PORT AUTHORITY OF NY & NJ

Anthony R. Coscia
Chairman

Christopher O. Ward
Executive Director

Certified

by

Office of Business & Job Opportunity

Christi Cleaning Services Corporation
Certificate PA-2093

This certificate acknowledges that the above named firm is recertified as a Woman-owned Business Enterprise. This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a recertification application attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions.

Lash Green
Lash Green
Director

Rosemary Varela
Rosemary Jenkins Varela
Manager, Certification

Certified: November 21, 2008.

Scheduled Re-evaluation: November 21, 2013



THE PORT AUTHORITY OF NY & NJ

Anthony R. Coscia
Chairman

Christopher O. Ward
Executive Director

Certified

by

Office of Business & Job Opportunity

Cristi Cleaning Services Corporation

Certificate PA-2093

This certificate acknowledges that the above named firm is recertified as a Small Business Enterprise (Janitorial Maintenance Services Program). This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a recertification application attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions.



Lash Green
Director

Certified: November 21, 2008.



Rosemary Jenkins-Varela
Manager, Certification

Scheduled Re-evaluation: November 21, 2013

JON S. CORZINE
Governor



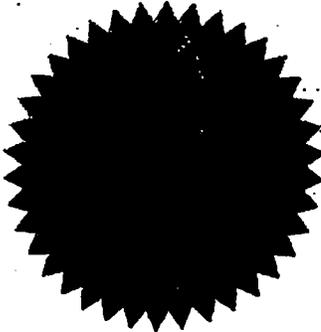
Virginia Bauer
Chief Executive Officer/Secretary

CERTIFIED

by the
NEW JERSEY COMMERCE & ECONOMIC GROWTH COMMISSION
OFFICE OF DEVELOPMENT FOR SMALL BUSINESS
AND WOMEN AND MINORITY BUSINESSES
under the
UNIFIED CERTIFICATION ACT

This certificate acknowledges **CRISTI CLEANING SERVICE CORP** is a MWBE owned and controlled company, which has met the criteria established by New Jersey N.J.A.C.12A:11-1.1 et seq.

This certification will remain in effect for one year from this date of this notice. Not more than 20 days before or 10 days after the expiration of this initial certification notice you must submit an Annual Verification Statement attesting that the ownership and control of the business, on which this certification is granted, has not changed. This office must be notified within 20 days of any material changes in the business which affect ownership and control. Failure to do so will result in an immediate revocation of this certification and/or imposition of other sanctions. You will not be required to submit another Unified Certification Application for a period of 5 years. Please reference the certification number below on all correspondence directed to this office.



Nina E. Moseley

Nina E. Moseley
Director

Certificate Number: 37734-12

Issued: September 12 2007

Expiration: September 11, 2012

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
UNITED SERVICES, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-187-558/000

SEQUENCE NUMBER:
0597637

ADDRESS:
462 FOREST STREET
KEARNY NJ 07032

ISSUANCE DATE:
08/30/04

EFFECTIVE DATE:
11/01/90

John S. Tully
Acting Director

FORM-BRC(08-01)

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

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 CONTRACT

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 opportunities are 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 opportunities shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training or 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 employment 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 organization 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 bid 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 understand 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): Raymond Cardo, President
 Representative's Signature: Raymond Cardo
 Name of Company: UNITED SERVICES

Tel. No.: 201-955-1300 Date: 2/4/2010

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

The contractor and the _____ of _____, (hereafter "owner") do hereby agree to the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 51101 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 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 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 costs for legal services and any and all 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 the 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 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 it 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 the 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 under the Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the contractor from taking any other actions available to it under any other provisions of the Agreement or otherwise.

Representative's Name/Title Print: Raymond Pardo
 Representative's Signature: Raymond Pardo
 Name of Company: UNITED SERVICES INC
 Tel. No.: 201-955-1500 Date: 2/10/2010

Certification 18111

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2010** to **15-JAN-2013**

UNITED SERVICES, INC.
462 FOREST ST.
KEARNY NJ 07032



Acting State Treasurer

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

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

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

Business Name : United Services, Inc.
Address : 462 Forest St., Kearny NJ
Telephone No. : 201-955-7300
Contact Name : Raymond Pardo

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

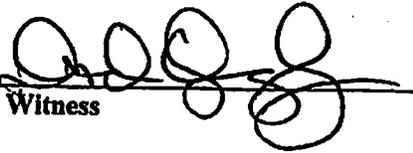
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

All bidders are required to attach to this certification a statement describing how the bidder will provide the employee benefits required under Section 3-51G.

The bidder awarded the contract for this project shall keep accurate records for each employee performing any work under the contract showing that it has complied with the provisions of Section 3-51G. Such records shall be kept for two years from the date of final payment.

During the term of the contract, the records shall be available during normal business hours for inspection by the City Business Administrator or his designee. A bidder's non-compliance with Section 3-51G will be considered a material breach of contract which if not cured within ten business days of notice by the City will be grounds to terminate the contract.

By signing this document, bidder certifies that it will comply with Section 3-51G. Compliance with this ordinance is a condition of acceptable performance under the contract. Failure to comply with the terms of the ordinance shall be grounds for terminating the contract.


Witness

United Services, Inc.
Name of Bidder

By: Raymond Paul
Title: President



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TECHNICAL BUILDING MAINTENANCE CORP
Trade Name:	
Address:	1 PARK AVE NEW YORK, NY 10016
Certificate Number:	0410625
Effective Date:	August 29, 1968
Date of Issuance:	February 04, 2010

For Office Use Only:
20100204095504738

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): James H. Van Kirk, Contracts Manager
Representative's Signature: [Signature]
Name of Company: Teneco Building Maintenance, Inc.
Tel. No.: 212-251-7982 Date: 2-4-16

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):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

James H. Van Kirk, Contract's Manager
Temco Building Maintenance, Inc.
212-251-7882 2-4-10

**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 : Temco Building Maintenance, Inc.
Address : One Madison Street, East Rutherford, NJ 07073
Telephone No. : (973) 472-7788
Contact Name : Keith Pahira, Vice President

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

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

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

Business Name : Temco Building Maintenance, Inc.
Address : One Madison Street, East Rutherford, NJ 07073
Telephone No. : (973) 472-7788
Contact Name : Keith Pahira, Vice President

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

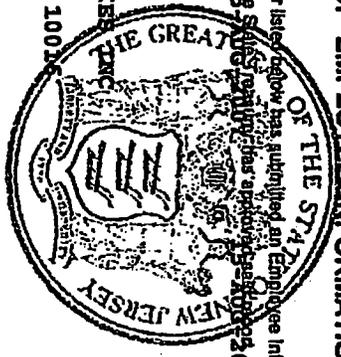
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF EQUAL OPPORTUNITY COPY

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification
40383

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's approval will remain in effect for the period of **12 Months** ending **12/31/2018**.



Bradley Apple
State Treasurer

TEMCO SERVICE INDUSTRIES INC
1 PARK AVE
NEW YORK NY 10018

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

City Clerk File No. Res. 10-228

Agenda No. 10.Z

Approved: APR 14 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMERICAN TRAFFIC SYSTEMS FOR AN AUTOMATED TRAFFIC CONTROL AND ENFORCEMENT SYSTEM

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, the City desires to reduce the number of traffic violations and vehicular accidents at various intersections; and

WHEREAS, N.J.S.A. 40A:11-4.1(j) authorizes the City to use competitive contracting to award contracts for concessions; and

WHEREAS, the City Council approved resolution 09-251 on April 8, 2009, authorizing the use of competitive contracting for this purpose; and

WHEREAS, the City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1, and received proposals from ACS State and Local Solutions (ACS), American Traffic Solutions (ATS), and Redflex Traffic Systems; and

WHEREAS, a committee appointed by the Business Administrator, has reviewed the proposals and prepared a report attached hereto, recommending that the contract be awarded to ATS; and

WHEREAS, the proposal submitted by ATS will be cost-neutral to the City; and

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

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

- 1) Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract to provide an automated traffic control and enforcement system is awarded to ATS;
- 2) 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;

City Clerk File No. Res. 10-228

Agenda No. 10.Z

TITLE: **APR 14 2010**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMERICAN TRAFFIC SYSTEMS FOR AN AUTOMATED TRAFFIC CONTROL AND ENFORCEMENT SYSTEM

- 3) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award;
- 4) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
- 5) This Agreement shall be subject to the condition that ATS provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 6) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

APPROVED: _____

B O'Keefe
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

APPROVED: _____

Certification Required

Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY		ABSTAIN		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

Peter M. Brennan, President of Council

Robert Byrne

Robert Byrne, City Clerk



REQUIRED FORMS

The following forms and documents are in this Section.

1. Document Submission Checklist
2. Stockholder Disclosure Certification
3. Copy of ATS' Public Works Contractor Certificate
4. Copy of Subcontractor's Public Works Contractor Certificate
5. Copy of ATS' Business Registration Certificate
6. Copy of Subcontractor's Business Registration Certificate
7. List of Subcontractors
8. Acknowledgement of Changes
9. Mandatory Equal Employment Opportunity Language
10. Americans with Disabilities Act of 1990
11. Non-Collusion Affidavit
12. MWBE Questionnaire for Bidders

Document Submission Checklist
Traffic Control Signal Monitoring System

The following documents are MANDATORY and must be submitted with your proposal. Additionally you must initial on the line preceding the item as acknowledgement that they have been placed in your RFP package. Failure to submit these documents with your proposal and initial will result in a mandatory rejection of the entire bid. (N.J.S.A. 40:11-23.2).

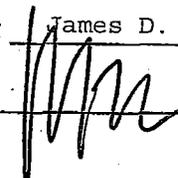
- Document Submission Checklist (See page 5, this page)
- Stockholder Disclosure Certification pursuant to N.J.S.A.52:25-24 (See Section 7 page 10 and form on page 34)
- Copy of Public Works Contractor Registration Certificate, (See Section 9 page 12 and sample certificate on page 36)
- Copy of Subcontractor's Public Works Contractor Certificate (if applicable)
- Copy of Bidder's "Business Registration Certificate" (See Section 11 page 13, mandatory language page 37 and sample certificate on Page 38)
- Copy of Subcontractor's "Business Registration Certificate" (if applicable)
- List of Subcontractors (See Section 11.3 page 14 and form page 39, bottom)
- Bid Bond and Consent of Surety (See Section 12 page 14)
- Acknowledgement of Changes (See Addenda Section 14 page 16 and form on page 40)
- Your proposal (See Sections 15 page 17, through Section 28 page 25) and all required documents as outlined in the RFP.
- RFP Price Sheet complete and signed (See Section 28 page 25 and form on page 41).
- Package sealed, addressed to and received by the City Clerk prior to the date and time specified in the Notice to Bidders

The City deems the following documents significant to this bid and requires each to be submitted with the bid proposal at the time of the bid opening. Failure to submit these documents may be a cause for the bid to be rejected in its entirety (N.J.S.A. 40A:11-23.2).

- Mandatory Equal Employment Opportunity Language (See Section 6 page 12 and forms page 30)
- Affirmative Action Compliance Notice (See Section 6 page 12 and form page 32)
- Americans with Disabilities Act of 1990 (See Section 6 page 12 and form page 33)
- Non-Collusion Affidavit (See Section 8 page 12 and form page 35)
- Superintendent Designation (form page 39, top)

Company: American Traffic Solutions, Inc.

Name and Title: James D. Tuton, President

Signature: 

Stockholder Disclosure Certification
This Statement Shall Be Included with Bid Submission

Name of Business American Traffic Solutions, Inc.

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: Please see attached.

Home Address: _____

Name: _____

Home Address: _____

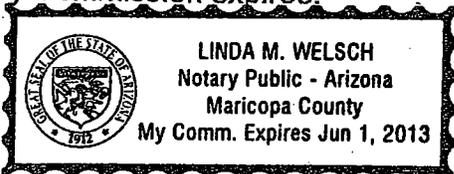
Subscribed and sworn before me this

25th day of November, 2009.

Linda M. Welsh

(Notary Public)

My Commission expires:



[Signature]

(Affiant)

James D. Tuton, President

(Print name & title of affiant.)

(Corporate Seal)

ATS Consolidated, Inc., whose address is 7681 E. Gray Rd., Scottsdale, Arizona 85260, has 100% ownership of American Traffic Solutions, Inc.

ATS Consolidated, Inc. is:

Name	Address
James D. Tuton	7301 E. Wetherfield Scottsdale, AZ 85260
Adam E. Tuton	5837 E. Cochise Rd. Paradise Valley, AZ 85253
Adam R. Draizin	3417 E. Turquoise Ave. Phoenix, AZ 85028
John T. Petrozza	315 Maine Ave. Staten Island, NY 10314
Goldman, Sachs & Co.*	555 California St., 45 th Floor San Francisco, CA 94104

*Goldman, Sachs & Co. is a minority investor in the company, and Goldman, Sachs & Co. is publicly traded, and therefore, there is no one individual who can be listed as a stockholder.

Certificate Number
663199

Registration Date: 04/14/2008
Expiration Date: 04/13/2009



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
James Tuton, President
Adam Tuton, Vice-President

A handwritten signature in cursive script, appearing to read "David J. Socolow".

David J. Socolow, Commissioner
Department of Labor and Workforce Development

American Traffic Solutions Inc.

Responsible Representative(s):
Adam Draizin, Vice-President

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certificate Number
588834

Registration Date: 03/28/2008
Expiration Date: 03/27/2010



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Thomas Fair, President

A handwritten signature in black ink, appearing to read "David J. Socolow".

David J. Socolow, Commissioner
Department of Labor and Workforce Development

Responsible Representative(s):
Frank Gonnella, Vice-President

A large, stylized logo for "Fair-Gon Electric, Inc." with the year "2008" integrated into the design. The text is rendered in a bold, blocky font.



This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner

NON TRANSFERABLE

09/20/07

Taxpayer Identification# 481-114-931/000

Dear Business Representative:

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

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

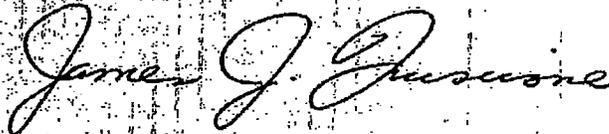
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
AMERICAN TRAFFIC SOLUTIONS INC

TRADE NAME:

ADDRESS:
14861 N SCOTTSDALE RD STE 109
SCOTTSDALE AZ 85254-2788

SEQUENCE NUMBER:
1344507

EFFECTIVE DATE:

ISSUANCE DATE:

07/30/07

09/20/07



Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
FAIGON ELECTRIC, INC.

TRADE NAME:

ADDRESS:
140 11TH STREET
PISCATAWAY NJ 08854
EFFECTIVE DATE:

SEQUENCE NUMBER:
0097565

ISSUANCE DATE:
01/11/05

04/14/86

John S. Tully
Director

FORM-BRC(08-01)

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

Superintendent Designation and Subcontractor Listing

Please give the name of the executive who will give personal attention to the work, whenever required and that of the project superintendent.

EXECUTIVE:

Name: Adam E. Tuton
Title: Executive Vice President/COO
Address: 7681 E. Gray Rd., Scottsdale, AZ 85260
Phone: (480) 596-4701 Fax: (480) 596-4501

SUPERINTENDENT:

Name: Chad Cooper
Title: Program Manager
Address: 503 Cary Ave., Staten Island, NY 10310
Phone: (917) 627-1464 Fax: (314) 664-9895

**SUBCONTRACTORS TO BE USED FOR THIS CONTRACT
(STATE "NONE" IF NONE)**

Please review section 11.0 as well as pages 37 and 38. It is requested that all certificates for the contractor and all subcontractors be submitted with the proposal in the interest of expediency.

Subcontractor 1. FAI-GON Electric
Address: 140 11th St., Piscataway, NJ 08854
Contact: Thomas Fair
Phone: (732) 968-9400 Fax: (732) 968-8880

Subcontractor 2. None
Address: _____
Contact: _____
Phone: _____ Fax: _____

(Copy and attach additional sheets if necessary)

Acknowledgement of Changes

PROPOSAL FOR TRAFFIC CONTROL SIGNAL MONITORING SYSTEM

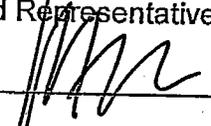
Pursuant to N.J.S.A. 40A:11-23 1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Addendum Number or Title of Addendum	How Received (mail, fax, picked up)	Date Received
1	Fax	10/20/2009

Acknowledgement by bidder:

Write the word "NONE" if no addenda have been issued _____

Name of Bidder: American Traffic Solutions, Inc.
 By Authorized Representative: _____

Signature:  Date: 11/2/09

Print or Type Name and Title: James D. Tuton
IF YOU DO NOT COMPLETE THIS FORM PROPERLY, YOUR ENTIRE BID WILL BE REJECTED.

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 SERVICES 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 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, gender identity or expression, disability, nationality or sex. 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 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 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.

Exhibit A (continued)

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 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, 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

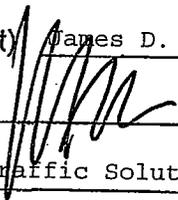
The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested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

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

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

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

Representative's Name/Title (Print) James D. Tuton, President

Representative's Signature: 

Name of Company: American Traffic Solutions, Inc.

Telephone Number: (480) 443-7000

Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability

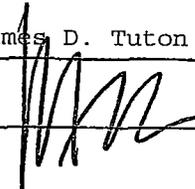
The contractor and the City of Jersey City (hereafter the "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42U.S.C. §121 01 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City 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 City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, 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 City's grievance procedure, the contractor agrees to abide by any decision of the City, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City 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 City 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 City or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City 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 City pursuant to this paragraph. It is further agreed and understood that the City 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 City from taking any other actions available to it under any other provisions of the Agreement or otherwise at law

DATE: 11/2/09 COMPANY: American Traffic Solutions, Inc.

PRINT NAME: James D. Tuton TITLE: President

SIGNATURE:  _____

Non-Collusion Affidavit

ARIZONA
STATE OF ~~NEW JERSEY~~
COUNTY OF: MARICOPA

ss:

I, James D. Tuton residing in Scottsdale
(name of affiant) (name of municipality)

in the County of Maricopa and the State of Arizona, of full
age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of American Traffic Solutions, Inc.
(title or position) (company submitting proposal)

the bidder making the Proposal for Traffic Control Signal Monitoring System
(title of proposal)

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.

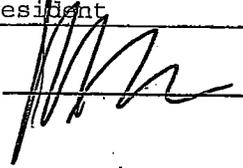
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained

by American Traffic Solutions, Inc.
(company submitting proposal)

Subscribed and sworn to before me this Firm American Traffic Solutions, Inc.

2nd day November, of 2009 Name James D. Tuton

Sydney M. Thebeich Title President

Notary Public of Signature 
My commission expires June 1 2013

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : American Traffic Solutions, Inc.
Address : 7681 E. Gray Rd., Scottsdale, AZ 85260
Telephone No. : (480) 443-7000
Contact Name : James D. Tuton

Please check applicable category :

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

Definitions

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



**City of Jersey City
Department of Administration
Evaluation of Traffic Control System Proposals
April 6, 2010**



**City of Jersey City
Department of Administration
Evaluation of Traffic Control System Proposals
April 6, 2010**

Executive Summary

On November 10, 2009, the City received three proposals in response to its RFP for a traffic control system (aka "red light cameras"). The actual rankings of the proposals appear below:

Vendor	D'Souza	Karras	Maffei	Mercer
ACS	3	2	2	3
ATS	2	1	1	1
Redflex	1	3	3	2

ACS: ACS State and Local Solutions

ATS: American Traffic Solutions

Redflex: Redflex Traffic Systems

The proposals were evaluated according to criteria established by the Office of Traffic Engineering, the Departments of Police and Law, and the Department of Administration.

The proposal submitted by ATS was ranked highest by the greatest number of evaluators.

In accordance with the statutes for competitive contracting (N.J.S.A 40A:11 - 4.1), it is recommended that a contract be awarded to ATS to provide emergency alert services to the City.

This contract will be for a term of 5 years, as permitted by the competitive contracting statutes, and will be awarded as a concession, as it is cost-neutral to the City.

Appendix E contains a list of prospective intersections where red light cameras may be located.



**City of Jersey City
Department of Administration
Evaluation of Traffic Control System Proposals
April 6, 2010**

Background

Competitive contracting (N.J.S.A 40A:11- 4.1) was employed to solicit proposals that would attract the best qualified solutions. On November 10, 2009 the City received three responses to the original Request for Proposals and the initial evaluation process was started.

The RFP as issued in October 2009 is contained in Appendix A.



**City of Jersey City
Department of Administration
Evaluation of Traffic Control System Proposals
April 6, 2010**

Introduction/Scope of Services

The City of Jersey City solicited proposals for the installation of a Traffic Control Signal Monitoring System at key intersections in the City to reduce the number of collisions, reduce the number of fatalities and serious injuries that result from traffic collisions at City intersections, reduce the frequency of red light violators at signalized intersections, make motorists more aware of signalized intersections and as a result improve the overall safety of motorists and pedestrians not only at locations where cameras are in place but all signalized intersections City wide.

As such, the City has applied for and been granted by the State of New Jersey authorization to enter into the New Jersey's Red Light Photo Enforcement Pilot Program in compliance with N.J.S.A. 39:4-8.12 to -8.18 and will install cameras at two (2) hi-density intersections within the City. These systems have proven to reduce red light running behavior in other municipalities and the City of Jersey City believes that the automated enforcement will be an effective supplement to the existing City resources.

Public participation and satisfaction is a key determinant of the project's success. Through a coordinated outreach and education effort the program will be administered with quality assurance and sensitivity to the public.

The City is confident that the goals of the Traffic Control Signal Monitoring System Program cited above will be reached under the guidance of the pilot program and may further expand the program to other locations where added enforcement will benefit the public. Therefore, the City of Jersey City has enacted an ordinance to address the enforceability of Automated Red Light and Speed Enforcement Systems for this RFP process. The fine for running a traffic signal, where observation utilizes a camera system has been set by ordinance and current state law. Traffic summonses shall be considered civil penalties and not moving violations; therefore, no driver's license or insurance points are assessed for a summons of this nature.



**City of Jersey City
Department of Administration
Evaluation of Traffic Control System Proposals
April 6, 2010**

Evaluation Criteria

As indicated above, competitive contracting was used in order to produce an RFP which would provide the City with exactly (or nearly exactly) the services required. In addition, given the expected complexity of the responses, a consistent format including required elements was developed to ensure that an “apples to apples” comparison of proposals could be conducted.

Appendix B contains a blank copy of the evaluation matrix. There were fourteen criteria by which proposals were evaluated. Each criterion bore a certain weight, and the extent to which the criterion is met or exceeded was determined by the committee. The written response was worth a maximum 110 points as indicated below.

Company Profile:	Maximum 5 Points
References:	Maximum 5 Points
Financial Ability:	Maximum 5 Points
System Overview:	Maximum 5 Points
Camera System:	Maximum 15 Points
Installation:	Maximum 15 Points
Violation Screening and Citation Development:	Maximum 10 Points
Maintenance and Response:	Maximum 10 Points
Maintenance and Response (Training):	Maximum 10 Points
Service and Support:	Maximum 5 Points
Court Administrative Function, Collection:	Maximum 5 Points
Court Administrative Function Appeals:	Maximum 5 Points
Record Keeping, Reporting and Statistical Analysis:	Maximum 10 Points
Cost and Proposal Price Sheet	Maximum 5 Points



**City of Jersey City
Department of Administration
Evaluation of Traffic Control System Proposals
April 6, 2010**

Evaluation Committee

The evaluation committee consisted of 4 senior employees, two with specific traffic engineering and enforcement experience, in order to provide a well-rounded assessment of the prospective vendors' abilities. The members of the committee included:

- Joao D'Souza, Director, Office of Emergency Management
- Lt. Lou Karras, Jersey City Police Department
- Russell Maffei, Program Monitor
- John Mercer, Assistant Business Administrator

Appendix C contains each committee member's Certification of Non-Conflict of Interest, as required by the competitive contracting statutes.



**City of Jersey City
Department of Administration
Evaluation of Traffic Control System Proposals
April 6, 2010**

Evaluation Process

The evaluation process consisted of the following steps:

- Initial independent review of proposals
- Committee meeting to discuss preliminary impressions and to address technical questions
- Final independent review of proposals and submission of evaluation matrix



**City of Jersey City
Department of Administration
Evaluation of Traffic Control System Proposals
April 6, 2010**

Evaluation results

The rankings and total scores received by the proposals appear below:

<u>Vendor</u>	<u>D'Souza</u>	<u>Karras</u>	<u>Maffei</u>	<u>Mercer</u>
ACS	3/63	2/100	2/98	3/97
ATS	2/81	1/102	1/101	1/109
Redflex	1/92	3/99	3/93	2/108

The proposal submitted by ATS was ranked highest by the greatest number of evaluators

The detailed evaluation spreadsheets prepared by each reviewer appear in Appendix D.

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

City Clerk File No. Res. 09-251
 Agenda No. 10-Z.10
 Approved: APR 08 2009
 TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR AN AUTOMATED PHOTO ENFORCEMENT SYSTEM

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, the City currently desires to implement an automated photo enforcement system to detect traffic violations at signal controlled intersections; and

WHEREAS, such an enforcement system would automatically detect violations and issue summonses; and

WHEREAS, the City would incur no costs for the installation and maintenance of the camera and computer equipment necessary to implement an enforcement system; and

WHEREAS, the City would share the revenues derived from traffic fines with the service provider; and

WHEREAS, N.J.S.A. 40A:11-4.1(j) authorizes the City to use competitive contracting to award a contract for a concession; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract for an automated photo enforcement system.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: B. O'Reilly
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/8/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	ABSENT			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ 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

Appendix A: RFP and Vendor Q&A



Request for Proposals

TRAFFIC CONTROL SIGNAL MONITORING SYSTEM

Due Date and Time:

**October 27, 2009
11:00 a.m.**

CITY OF JERSEY CITY
DIVISION OF PURCHASING
1 JOURNAL SQUARE PLAZA
2nd Floor
JERSEY CITY, NEW JERSEY 07306
ATTN: PETER FOLGADO
ACTING DIRECTOR, PURCHASING

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Document Submission Checklist
Traffic Control Signal Monitoring System

The following documents are MANDATORY and must be submitted with your proposal. Additionally you must initial on the line preceding the item as acknowledgement that they have been placed in your RFP package. Failure to submit these documents with your proposal and initial will result in a mandatory rejection of the entire bid. (N.J.S.A. 40:11-23.2).

- _____ Document Submission Checklist (See page 5, this page)
- _____ Stockholder Disclosure Certification pursuant to N.J.S.A.52:25-24 (See Section 7 page 10 and form on page 34)
- _____ Copy of Public Works Contractor Registration Certificate, (See Section 9 page 12 and sample certificate on page 36)
- _____ Copy of Subcontractor's Public Works Contractor Certificate (if applicable)
- _____ Copy of Bidder's "Business Registration Certificate" (See Section 11 page 13, mandatory language page 37 and sample certificate on Page 38)
- _____ Copy of Subcontractor's "Business Registration Certificate" (if applicable)
- _____ List of Subcontractors (See Section 11.3 page 14 and form page 39, bottom)
- _____ Bid Bond and Consent of Surety (See Section 12 page 14)
- _____ Acknowledgement of Changes (See Addenda Section 14 page 16 and form on page 40)
- _____ Your proposal (See Sections 15 page 17, through Section 28 page 25) and all required documents as outlined in the RFP.
- _____ RFP Price Sheet complete and signed (See Section 28 page 25 and form on page 41.
- _____ Package sealed, addressed to and received by the City Clerk prior to the date and time specified in the Notice to Bidders

The City deems the following documents significant to this bid and requires each to be submitted with the bid proposal at the time of the bid opening. Failure to submit these documents may be a cause for the bid to be rejected in its entirety (N.J.S.A. 40A:11-23.1 b).

- _____ Mandatory Equal Employment Opportunity Language (See Section 6 page 12 and forms page 30)
- _____ Affirmative Action Compliance Notice (See Section 6 page 12 and form page 32)
- _____ Americans with Disabilities Act of 1990 (See Section 6 page 12 and form page 33)
- _____ Non-Collusion Affidavit (See Section 8 page 12 and form page 35)
- _____ Superintendent Designation (form page 39, top)

Company: _____

Name and Title: _____

Signature: _____

Introduction

In an effort to promote safer roads for the motoring public as well as for the safety of the residents of the City of Jersey City, the City has determined that the installation of a Traffic Control Signal Monitoring System at key intersections in the City will reduce the number of collisions, reduce the number of fatalities and serious injuries that result from traffic collisions at City intersections, reduce the frequency of red light violators at signalized intersections, make motorists more aware of signalized intersections and as a result improve the overall safety of motorists and pedestrians not only at locations where cameras are in place but all signalized intersections City wide.

As such, the City has applied for and been granted by the State of New Jersey authorization to enter into the New Jersey's Red Light Photo Enforcement Pilot Program in compliance with N.J.S.A. 39:4-8.12 to -8.18 and will install cameras at two (2) high-density intersections within the City. These systems have proven to reduce red light running behavior in other municipalities and the City of Jersey City believes that the automated enforcement will be an effective supplement to the existing City resources.

Public participation and satisfaction is a key determinant of the project's success. Through a coordinated outreach and education effort the program will be administered with quality assurance and sensitivity to the public.

The City is confident that the goals of the Traffic Control Signal Monitoring System Program cited above will be reached under the guidance of the pilot program and may further expand the program to other locations where added enforcement will benefit the public. Therefore, the City of Jersey City has enacted an ordinance to address the enforceability of Automated Red Light and Speed Enforcement Systems for this RFP process. The fine for running a traffic signal, where observation utilizes a camera system has been set by ordinance and current state law. Traffic summonses shall be considered civil penalties and not moving violations; therefore, no driver's license or insurance points are assessed for a summons of this nature.

1. Intent

1.1 It is the intent of the City of Jersey City hereinafter referred to as the "City" to enter into a contract with the vendor offering the City the most advantageous proposal in accordance with the methodology specified herein for the evaluation and ranking of each proposal submitted for the operation of a traffic control signal monitoring system, also known as a Red Light Photo Enforcement Program in compliance with N.J.S.A. 39:4-8.12 to -8.18 to be installed at two (2) hi-density intersections in the City. The City's application for participation in the pilot program has been submitted to and approved by the Commissioner of Transportation.

1.2 It is the intent of these specifications to provide in detail the objectives of this proposal, the necessary qualifications of the vendor, the scope of the work, the system requirements, the evaluation method for award and the terms and conditions of the contract.

1.3 It is the intent of the City to enter into a contract with the selected contractor within sixty (60) days of receipt of the proposals.

1.4 The City has every intent and shall make every attempt to adhere to the following schedule:

- | | |
|---|--------------------|
| a). Release of RFP | September 28, 2009 |
| b). Deadline for Questions and Clarifications | October 12, 2009 |
| c). Proposal Due Date | October 27, 2009 |
| d). Completion of Evaluation | November 10, 2009 |
| e). Governing Body Action | November 25, 2009 |

1.5 Competitive Contracting: This Contract shall be awarded pursuant to N.J.S.A. 40A:11-4.1.

2. Questions and Clarifications

2.1 Please do not contact the City until such time you have read the complete Request for Proposal package. If after reading the complete package you still have questions or concerns or you are unsure of the meaning of a requirement or terms of the proposal, then please direct those questions and concerns in writing to:

PETER FOLGADO,
ACTING DIRECTOR OF PURCHASING,
CITY OF JERSEY CITY
DIVISION OF PURCHASING
1 JOURNAL SQUARE PLAZA
2nd Floor
JERSEY CITY, NEW JERSEY 07306

2.2 Without exception, all vendor communications concerning this acquisition shall be directed to the Division of Purchasing. Any vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the Division of Purchasing is advised that such material is used at the vendor's own risk. The City will not be bound by any such information, clarification, or interpretation.

2.3 Any and all questions regarding the camera system sections 15 through 28 will only be addressed if submitted in writing to, Peter Folgado, no later than 4:00 p.m. October 12, 2009. Any questions regarding other aspects of the RFP including questions on the administrative requirements or the proper completions of the required forms does not have to be put in writing and will be answered by the Division of Purchasing by calling 201-547-5156. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract.

2.4 Any Vendor wishing to challenge the specification on a legal basis or fatal flaw shall file such challenge in writing with the Division of Purchasing no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the City or the award of the Contract.

3. Preparation of Proposals

3.1 Respondents are expected to examine the entire RFP with care and observe all of its requirements. It is the vendor's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth in any Statutes. Likewise, respondents are required to execute and submit all forms and documents stated herein properly and completely.

3.2 The City will not be liable for any costs incurred by the vendor in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the vendor's participation in demonstrations. The City assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the City shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposal. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all inclusive. Additional charges unless incurred for additional work performed by the request of the City are not to be billed and will not be paid.

3.3 Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the vendor's obligations to the City.

3.4 Vendors should be aware of the following statutes that represent "Truth in Contracting" laws:

- a). N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.

- b). N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- c). N.J.S.A. 2C:27-1 1 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- d). Bidder should consult the statutes or legal counsel for further information.

3.5 Any proposal submitted with changes, modifications, or exceptions to these conditions and requirements may be the basis for the City to determine that the proposal is non-responsive to the RFP and will be a factor in the determination of an award of the contract. The City reserves the right in its sole discretion to reject the proposal of any vendor who fails to comply with any procedure in any section.

4. Proposal Due Date, Time and Procedures

4.1 The City of Jersey City, County of Hudson and State of New Jersey, will on October 27 , 2009 at 11:00 a.m. at the Division of Purchasing located at 1 Journal Square on the 2nd Floor, Jersey City, N.J, will receive through the Competitive Contracting Process, sealed proposals for the Traffic Control Signal Monitoring System at which time and place responses will be open and read aloud.

4.2 One (1) original proposal (clearly marked "ORIGINAL") and six (6) copies, each in its own three (3) ring binder, shall be submitted in a sealed package addressed to Peter Folgado, Acting Director of Purchasing, 1 Journal Square, Jersey City, N.J 07306, bearing the name and address of the vendor written on the face of the envelope, and clearly marked "PROPOSAL FOR TRAFFIC CONTROL SIGNAL MONITORING SYSTEM".

4.3 More than one proposal from an individual, firm or partnership, corporation or association under the same or different names shall be cause for each proposal submitted to be rejected in their entirety.

4.4 It is the vendor's responsibility that proposals are presented to the City at the time and at the place designated. They may be hand delivered or mailed; however, the City disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Only proposals received prior to the aforementioned date and time for the submission will be considered. Proposals delivered or received after the designated time and date will be returned unopened.

4.5 Prior to the proposal submittal closing date and time established for this RFP, a vendor may make changes to its proposal provided the change is initialed and dated by the vendor. No change to a proposal shall be made after the proposal closing date and time.

4.6 Proposals received by the City before the time of opening of proposals may be withdrawn upon written application of the vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal.

4.7 All offers submitted in the proposal shall remain firm fixed for sixty (60) days after receipt of the proposals except that the proposals of any vendors who consent thereto, may, at the request of the City be held for consideration for such longer period as may be agreed.

5. Public Inspection of Proposals

5.1 At the indicated date and time for the submission of proposals, a representative from the Division of Purchasing shall open and read aloud the names of each who submitted a proposal and the price submitted. The proposals of those submitted will be available for public inspection directly after the reading. The proposals will not be available to the public again until after the evaluation process has been completed and recommendations for an award have been submitted to the governing body.

5.2 In accordance with N.J.S.A.40A:11-4.5d. a review of the recommendations and proposals shall be made available for public inspection at least 48 hours prior to the awarding of the contract or when made available to the governing body, which ever is sooner.

5.3 The contents of the proposal of the successful respondent as accepted by the City will become part of any contract awarded as a result of the RFP.

6. Affirmative Action and Discrimination Requirements

6.1 No firm may be issued a contract unless it complies with the Affirmative Action Requirements of P.L. 1975, C. 127 as identified in the language on page 30 and evidence on page 32. If necessary, Form AA302 will be issued after award and shall be returned with the signed contracts.

6.2 Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Respondents are required to read the Americans with Disabilities language, page 33 and agree that the provisions of Title II of the Act are made part of the contract. The contractor is obligated to comply with the Act and hold the City harmless.

7. Stockholder Disclosure Certification

7.1 No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The respondent shall complete and submit the Stockholder Disclosure Form found on page 34.

FAILURE TO PROPERLY EXECUTE AND SUBMIT WITH YOUR PROPOSAL IS A MANDATORY REJECTION OF YOUR ENTIRE PROPOSAL WITHOUT FURTHER CONSIDERATION.

8. Non-Collusion

8.1 The non-collusion affidavit, page 35 of this RFP shall be properly executed and submitted with the RFP response.

9. The Public Works Contractor Registration Act

9.1 N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate (see page 36) at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

9.2 Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

9.3 The law defines "public works projects" as contracts for "public work as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- a) "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program
- b) "Public work shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds ..."
- c) "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

9.4 To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssse/lspubcon.html. N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

10. New Jersey Prevailing Wage Act

10.1 Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act.

10.2 The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1 (c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

10.3 Additional information regarding the act including the minimum hourly rates and benefits for each trade required to be paid to employees in fulfillment of this contract, can be found on the New Jersey State Department of Labor web site at www.state.nj.us/labor/lsse/lspubcon.html.

11. New Jersey Business Registration Certificate

11.1 Vendors must be registered with the State of New Jersey. Mandatory language for this contract regarding the registration can be found on page 37. A copy of your New Jersey Business Registration Certificate, page 38 is mandated pursuant to C57, PL2004, N.J.S.A. 52:32-44 requires that each vendor (contractor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- a) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- b) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none was used;
- c) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

11.2 A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

11.3 Please complete and submit the Superintendent Designation Form page 39 and list all subcontractors on the bottom of the form. Copies of the BRC from all subcontractors must be submitted with the proposal.

FAILURE TO INCLUDE A COPY WITH YOUR PROPOSAL IS A MANDATORY REJECTION OF YOUR ENTIRE PROPOSAL WITHOUT FURTHER CONSIDERATION.

12. Bonds and Sureties

12.1 Vendor shall submit with the proposal a certified check, cashier's check or proposal bond in the amount of ten percent (10%) of the total price of the proposal, but not in excess of \$20,000, payable unconditionally to the City. When submitting a Proposal Bond, it shall contain Power of Attorney for full amount of Proposal Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City. The check or bond of the unsuccessful vendor(s) shall be returned pursuant to N.J.S.A. 40A:11-24. The check or bond of the vendor to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful vendor shall be forfeited if the vendor fails to enter into a contract pursuant to N.J.S.A.40A:11-21.

FAILURE TO PROPERLY EXECUTE AND SUBMIT WITH YOUR PROPOSAL IS A MANDATORY REJECTION OF YOUR ENTIRE PROPOSAL WITHOUT FURTHER CONSIDERATION.

12.2 Vendor shall submit with the proposal a Certificate (Consent of Surety) with Power of Attorney for full amount of proposal price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said vendor with a Performance Bond in the full amount of the proposal. This certificate shall be obtained in order to confirm that the vendor to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said vendor, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22. A Surety Disclosure Statement and Certification substantially in the form required in N.J.S.A. 2a:44-143.d. shall be included.

FAILURE TO PROPERLY EXECUTE AND SUBMIT WITH YOUR PROPOSAL IS A MANDATORY REJECTION OF YOUR ENTIRE PROPOSAL WITHOUT FURTHER CONSIDERATION.

12.3 Vendor shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable proposal as security for the faithful performance of this contract. The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

FAILURE TO SUBMIT THIS WITH THE EXECUTED CONTRACT WHEN REQUIRED SHALL BE CAUSE FOR DECLARING THE CONTRACT NULL AND VOID PURSUANT TO N.J.S.A. 40A:11-22.

13. Insurance and Indemnification

13.1 All insurance requirements apply to both the awarded contractor and all subcontractors. The City of Jersey City must be listed on all forms as an additional

insured except for Workman's Compensation Policies. All insurance forms must be submitted with the signed contracts.

13.2 All coverage shall be with AM Best's rated A or better Insurance Companies only authorized to do business in the State of New Jersey. As evidence of such authorization, the contractor shall submit with the insurance documents a copy of the Certificate of Authority for each named provider.

13.3 All insurance submitted by the awarded contractor is subject to approval by the City and must remain in full force for the duration of the contract. The contractor shall not take any action under this contract until such approval is given by the City.

13.4 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor or the contractor's surety from any liability or obligation imposed upon either or both of them by the provisions of this contract.

13.5 All insurance policies subject to cancellation, non-renewal, or material reduction in coverage shall be endorsed to provide written notice to the City no less than 30 days prior. The phrases "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

13.6 The contractor must disclose any policy or coverage with deductibles of \$5,000.00 or more.

13.7 The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the City when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$2,000,000
- Workers Compensation in the statutory amount of \$100,000
- Automobile Liability in the amount of \$1,000,000
- Professional Liability in the amount of \$1,000,000

13.8 Vendor shall indemnify and hold harmless the City, the Mayor, Council, Business Administrator, police department, employees and professionals under contract harmless from and against all claims, suits or actions, and damages or costs of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

14. Addenda

14.1 Any change to this RFP will be made in accordance with N.J.S.A. 40A:11-23.c. 1) by formal written addendum issued by the "City" and shall become part of this RFP and

included as part of the Contract. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

14.2 The notice of any addenda shall be published in the legal notice section of the Jersey Journal no later than seven days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of the proposals, and be provided to any person who has submitted a proposal or who has received a proposal package, in one of the following ways:

- a) in writing by certified mail; or
- b) by certified facsimile transmission, meaning that the City's facsimile machine produces a receipt showing date and time of transmission and that the transmission was successful; or
- c) by a delivery service that provides certification of delivery to the sender.

14.3 Those submitting proposals shall be required to complete and submit with the proposal package the enclosed Acknowledgement of Receipt of Addenda page 40 for each addendum issued.

FAILURE TO PROPERLY COMPLETE AND SUBMIT WITH YOUR PROPOSAL IS AN AUTOMATIC REJECTION OF THE ENTIRE PROPOSAL WITHOUT FURTHER CONSIDERATION IN ACCORDANCE WITH N.J.S.A. 40A:11-23.2 e.

15. Proposal Contents

15.1 The following sections contain the criteria for which each proposal submitted will be evaluated against. Each section has been assigned a weight by the evaluation committee in relationship to its importance to the overall contract. The points indicated is the maximum points any proposal can receive for that section as determined by the evaluation committee.

15.2 Each vendor shall submit his proposal in the same order as listed below fully addressing each line item.

16. Company Profile: Minimum 0 to Maximum 5 Points

16.1 Include RFP Name; Due Date; and Name of Firm with address, telephone number, FAX number and email address of designated contact person.

16.2 Where available, the City prefers proposals from companies with core information technology and red light camera equipment that is engineered, developed and made in the USA.

16.3 The City strongly prefers proposals from vendors who are willing to adhere to all aspects of this RFP and expand the program should the City be approved for the inclusion of additional intersections or relocate their systems should it become apparent that the number of incidents and violations at the original sites has been significantly reduced to the point that it is no longer advantageous to the City to maintain cameras at those locations but is apparent that relocation to other intersections would be beneficial.

17. References: Minimum 0 to Maximum 5 Points

17.1 The City believes that a strong working relationship with the State of New Jersey, the state Motor Vehicle Commission (M.V.C.) and the Administrative Office of State Courts (A.O.C.) is essential to the successful operation of the program. Define your relationship with the State of New Jersey, M.V.C and A.O.C. Be specific with dates of meetings and individuals you have met with, details of the meetings and the outcome of those meetings regarding your system and the compliance with New Jersey State Laws and the Pilot Program.

17.2 The vendor must provide references from three (3) other cities, counties, states, or provinces to document successful deployment of vendor's proposed digital red light camera enforcement. The references must be operating an outsourced program using the same equipment and technology proposed herein.

17.3 The vendor must also provide references from at least three (3) other client cities with populations greater than 70,000 to document successful systems integration and deployment of vendor's red light camera enforcement. Vendors shall provide points of contact for each reference, together with the number of red light photo enforcement approaches deployed with the high resolution digital camera technology.

17.4 Vendor must be able to provide a reference for at least three active cities where its proposed system is currently operational using the non-invasive, video loop detection and triggering and at least two where embedded sensors are used effectively.

18. Financial Ability: Minimum 0 to Maximum 5 Points

18.1 Vendor must be financially solvent and able to support the City's program. Vendor must document history of profitability, as referenced by three years independent, externally audited and certified audited financial statements by a recognized certified public accounting firm. Please include copies of certification.

19. System Overview: Minimum 0 to Maximum 5 Points

19.1 This section is an overview only of the overall project and vendors need only to address each line item as to whether or not the proposed system has these capabilities. Vendors will be required to provide explicit details of the proposed system regarding each line item in other sections of this RFP.

19.2 The City is soliciting proposals for a comprehensive and fully integrated red light traffic safety management system to be installed at each intersection approved by the New Jersey Department of Transportation for participation in the pilot program. Each approach at each location will require traffic safety camera enforcement. Both intersections have a maximum of four (4) approaches including turn lanes. For the purpose of this RFP the vendors proposed system need only to address a maximum of four (4) approaches including turn lanes.

19.3 The successful vendor will be required to assist with establishing a baseline count of red light violations at each intersection. When combined with ongoing statistical monitoring, as detailed below, the baseline data should enable the City to gauge the impact of automated traffic safety camera enforcement. This will be a requirement for

the relocation of the system should it become necessary or for the expansion of the system to include additional intersections.

19.4 The vendor shall be responsible for the site design, installation, maintenance and operation of automated camera systems at both intersections including enhancements and upgrades when available.

19.5 The proposed system shall be capable of processing data prior to providing access to chargeable violations via secure web site to the Police Department for review and authorization of citations by electronic signature for those events that meet specified criteria.

19.6 The proposed system shall be capable of identifying violators from both in and out of State and include the initial mailing of duly authorized citations to those registered vehicle owners in and out of State for payment.

19.7 The proposed system shall have provisions for a secure, on-line court module which will enable hearings, adjudication and payment processing.

19.8 The proposed system shall include maintenance of an on-line Internet viewing capability for use by Police, Court personnel and members of the public who receive violations in the mail.

19.9 The proposed system shall include provisions of expert testimony at contested Court hearings until judicial notice is taken.

19.10 The proposed system shall include provisions for assisting the City with development of a public information and community outreach campaign.

19.11 The proposed system shall include regular statistical reports of program operations.

19.12 The proposed system shall include the training of City staff involved in implementation of the program.

19.13 Vendors should include a project step by step timeline and address how long after contract signing it will take to have their systems completely operational.

20. Camera System: Minimum 0 to Maximum 15 Points

20.1 Define your camera and system enclosure. Enclosures must be tamperproof with no access points that could be compromised or vandalized yet, be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard. Self-contained systems not requiring a separate roadside enclosure or pole mounted cabinet is preferred. All glass openings must be bullet resistant.

20.2 The equipment should provide a physical but optically isolated connection to the red phase signal and yellow phase signal to assure red phase detection and yellow

phase detection. Violation detection and camera triggering must be able to utilize a wide range of detection technologies. Vendor shall describe their physical placement of equipment and triggering options. The City prefers and will give preference to non-intrusive or minimally intrusive triggers.

20.3 Describe the system's ability to simultaneously monitor traffic in up to four (4) lanes including left and right turn lanes and accurately capture violations. Elaborate on how your equipment is capable of capturing violations in a wide range of operating conditions including but not necessarily limited to heavy traffic volumes, adverse weather conditions, night imaging and all combinations thereof across all moving lanes of traffic inclusive of left and right turn movements.

20.4 The City prefers a no flash system that does not require additional lighting beyond the ambient light at the intersections. If your system is not a flash system provide in detail your night image captures. If your night time vision must have a flash system or lighting beyond ambient light it must be a low wattage flash system that minimizes the number of illuminators and extraneous illumination and flash effects. Floodlights may not be used. Detail your proposed flash system and specify the number of flash units required by your system for a four lane approach including left and right turn lanes and the wattage and associated flash characteristics of your system. To your benefit, detail the advantages of a flash system over a no flash system.

20.5 The City requires a photo summons system which combines both digital imaging technology that delivers high resolution full color digital photographic images that incorporates full motion video for each violation. Video must be integrated with still images at the point of violation. Systems that employ multiple digital still cameras are permissible as long as all digital cameras are synchronized to each other via a common timing circuit. Cameras should be automated as much as possible with regarding the set up of aperture settings, focusing, and leveling. Systems should use a combination of high-resolution still images. Vendors must detail the image quality specifications of their system and include the number of pixels per frame/image and the number of frames per second. Wet film applications are specifically excluded.

20.6 The City requires a system that provides an image with a multitude of information. The minimum information required for each image is listed below but may not be all inclusive. Vendors will elaborate on how their imagery complies with the requirements below and any additional features not listed.

- a). Scene of location where violation occurred.
- b). Identification of the traffic lane of the offending vehicle.
- c). Display rear license plate of offending vehicle
- d). The day, month, and year of the violation.
- e). The time of the violation in hours, minutes, and seconds (1/100 seconds format).
- f). The amount of time that has passed since the light turned red (1/100 seconds format).
- g). True reading of the last amber phase timing.
- h). Location of violation
- i). Frame sequence number.

- j). Imprint all the information along the bottom or top edge of the frame but shall not obstruct the violation image.
- k). All violation imagery is preferred to be in color. All video is required to be in color.

20.7 Detail your systems utilization of high resolution digital or video camera technology to capture a set of two (2) images of the violation event: the first image shall clearly show the scene, including the red signal and a clear view of the vehicle with its front tires in front of the stop bar, prior to committing a violation; and the second image shall clearly show the scene, including the red signal is still red. Any close-ups or zoomed views must be extracted from one of the two images described above.

20.8 Detail your system's ability to capture the license plate numbers. Details must be clearly visible in either one of the two images without revealing the faces of the driver or passenger(s). Systems that can reduce the effects of license plate covers and sprays are preferred. Include in your proposal how your proposed system minimizes or eliminates the effects of such covers and sprays.

20.9 Vendors shall submit four real example sets of violation photos (one before the stop bar, and one after the stop bar) under the following conditions: (1) daytime - fair conditions, (2) daytime - rain or snow, (3) nighttime – fair conditions, and (4) nighttime - rain or snow. Please place example sets in Appendix A - Sample Violation Image Sets.

20.10 From point of data capture, all camera photos and accompanying video sequences must be capable of secure storage and transmission, and capable of maintaining a secure chain of evidence. Remote accessibility of images and data is preferred. Vendors shall describe their approach to maintaining security of evidence and access methods. Explain how image and violation data is secured and transmitted to the processing center.

20.11 The City prefers a system that will allow the Jersey City Police Department to monitor live feeds 24/7 from any approach at both locations and has the ability to record and playback conditions at any approach at either location at any time when conditions are warranted.

21. Installation: Minimum 0 to Maximum 15 Points

21.1 Installation will have prior City approval and will meet the design plan of the City. Signage will be posted at each intersection where camera systems operate in accordance with New Jersey Law. The vendor will be responsible for obtaining the permit and the scheduling of any inspections.

21.2 Preference will be given to the vendor who provides the least intrusive system to all electrical/digital connections and power at no cost to the City as well as non-intrusive signal monitoring and stand alone power, wiring and support equipment (poles, housing units, etc.). The City prefers systems that utilize existing structures or minimally obtrusive new poles to minimize impacts to curbside and streetscapes.

- a). Identify who is responsible for all electrical/digital connections and power costs.

- b). Describe the ways in which your system minimizes its overall "intrusion" into the physical environment including roadway, at and near selected signal and a clear view of the vehicle inside the intersection while the traffic intersections, and where your proposed system makes use of existing infrastructure.
- c). Please provide a detailed list and description of all equipment deployed, together with physical dimensions for a single monitored approach of four traffic lanes.
- d). Attach photos of all required equipment from an existing active four lane intersection approach. Photos must include all poles, cabinets, housings and flash units that make up the entire system.

21.3 Preference will be given to the vendor who will be responsible for obtaining permits and accounts as required to include but not be limited to power and electric service, telecommunications and provide signage for all approaches. Define who will be responsible for these items.

21.4 Both intersection systems will be operational within sixty (60) days after receiving a notice to proceed from the City and the NJDOT. This will also apply to any relocation or inclusion of additional locations. Detail your company's working relationship with the county and state, ability to obtain the necessary permits and be operational within the stated timeframe.

21.5 Is your traffic signal installer and maintenance worker an employee or contractor? You must demonstrate that the installer has extensive experience with the installation and maintenance of such devices. References for the proposed installer and maintenance worker shall be included with the proposal along with documentation of current certifications.

21.6 The City may reasonably expand the program to additional intersections during the terms of the contract. The City may also require either temporary or permanent relocation of any camera(s) to meet changing needs. Please confirm that you agree that all aspects of this RFP for the original intersections shall also apply to any relocation or additional intersection.

22. Violation Screening and Citation Development: Minimum 0 to Maximum 10 Points

22.1 Describe your availability to work with the City and the Jersey City Police Department to determine in detail the elements that will constitute evidence of a red light violation, and with the City Municipal Court, to determine the contents of the citation that will be mailed to registered vehicle owners. Vendor shall describe its understanding of citation issuance under City Ordinance as well as state statutes and laws.

22.2 Detail your citation processing for red light violations in compliance with City policies, ordinances, State of New Jersey statutes and New Jersey Administrative Office of the Court (A.O.C) regulations.

22.3 Detail your summons processing. The system should be a robust, fully web enabled and fully secure summons processing system that includes data processing, initial screening of data, prompt delivery of data to Police for violation review and summons authorization, summons mailing, bad address notification, electronic transfer of data and image of summons to the City's Police Records Department, and maintenance of secure Internet-based violation viewing capability.

22.4 Detail your system's capability to generate clear, easily identifiable images for summons/violations, allowing an unbiased individual to determine fault (including extenuating circumstances).

22.5 Confirm that any software to be installed necessary to issue and track summonses and payments will be fully compatibility and operational with current City software systems.

22.6 Connections must be established to the New Jersey Motor Vehicle Commission and all other states to obtain motor vehicle registration information. State if your system is capable of such a connection and if not submit a plan that details how the registration information will be obtained and generated onto the summons.

22.7 For the first thirty (30) calendar days of operation only warnings will be mailed in lieu of a summons. Beginning on the thirty-first (31) day, summonses will be issued in seven (7) business days or less from the date of the violation. If additional enforcement of other traffic regulations is permitted by the City in the future, the vendor will provide such additional services at the direction of the City. Detail how warnings, summonses and other violations will be issued.

22.8 The City of Jersey City Police Department will have sworn officers assigned to review each summons prior to issuance and verify that a violation has occurred.

22.9 As of the writing of this R.F.P. the A.O.C. is working in the direction of allowing third party contractors to issue summonses on the behalf of municipalities engaged in this program but it has not yet been approved and it is still the responsibility of the City to issue those summonses. Define your approach to this requirement until such time approval has been given by the A.O.C. to third party contractors.

23. Maintenance and Response: Minimum 0 to Maximum 10 Points

23.1 The vendor will be required to maintain the cameras and all associated equipment in good working order. The servicing and maintenance of red light camera enforcement equipment will be the exclusive responsibility of the vendor. Vendors must provide notification to the Jersey City Police Department within 48 hours when and where maintenance will be performed and the approximate time and length of the maintenance. Response to any equipment malfunctions must be made within a 24-hour period and repairs and repairs completed within a 48-hour period. Any defective camera or other equipment will be repaired or replaced within forty-eight (48) hours. Detail your ability to respond and comply with this requirement.

23.2 In accordance with State requirements the City engineer must submit a certified inspection report for each location every six (6) months. The vendor must give notice to

the City Engineer within 48 hours when and where inspection will be performed and the approximate time and length of the inspection. Detail your inspection of the equipment and system and your ability to supply such reports to the Engineer.

23.3 The vendor will warrant all equipment throughout the duration of the contract, upgrade and provide enhancements as they become available, maintain and perform routinely scheduled preventive maintenance of the cameras and system as required. The vendor will keep maintenance logs and will forward copies of them to the City upon request. Detail frequency of upgrades and enhancements, explain typical maintenance procedures and include a typical sample log.

23.4 Is your system remotely configurable and how do you monitor the system to determine operational usage and system outages?

24. Service and Support: Minimum 0 to Maximum 5 Points

24.1 Provide details on the initial hands-on training of City staff involved in implementation of the pilot project. Vendor should state class size and cost to the City for ongoing training and support for their product.

24.2 Provide details on a Public Education Program you currently utilize. Vendors will be required to assist with the development of public information and outreach campaign designed specifically for the City of Jersey City. It shall provide assistance with the content and design of public education program materials and training of personnel on how to present public seminars or presentations with respect to the vendor's system. The vendor will respond to public inquiries about program, summonses, and enforcement, or any other related citizen concerns when required. Samples of educational materials shall be included with the proposal package.

24.3 Site Survey. The successful vendor will work with the City to develop baseline data for each approach at each intersection by monitoring for a minimum of 8 consecutive hours to quantify the frequency of red light violations during that period. This data will support both intersection and approach selection and will serve as baseline information for project evaluation purposes. This will apply to any relocation or additional intersections.

25. Court Administrative Function, Collection: Minimum 0 to Maximum 5 Points

25.1 As of the writing of this R.F.P. the A.O.C. is working to provide third party contractors to perform court administrative duties such as collections of fines and scheduling of court appeals but it has not yet been approved and it is still the responsibility of the City. Until such time approval has been given by the A.O.C. to third party contractors define your approach to collection.

25.2 Violations shall be issued to registered owners in compliance with New Jersey Administrative Office of the Court (A.O.C), Motor Vehicle Commission (N.J.M.V.C) and New Jersey laws, rules, regulations and guidelines for payment processing, delinquency collections, failure to receive payment and returns of unknown or undeliverable addresses. Please address each of these with regard to your systems ability to comply.

26. Court Administrative Function Appeals: Minimum 0 to Maximum 5 Points

26.1 All appeals process will be conducted in accordance with all A.O.C., N.J.M.V.C and New Jersey laws, rules, regulations and guidelines. Please address each of these with regard to your company and systems ability to comply. Until such time approval has been given by the AOC to third party contractors define your approach to City scheduling of appeals and court appearances.

26.2 Please define your ability provide expert testimony at contested Court hearings as necessary.

27. Record Keeping, Reporting and Statistical Analysis: Minimum 0 to Maximum 10 Points

27.1 Describe the system's ability to capture and maintain traffic data for statistical analysis and its compliance with all New Jersey Administrative Office of the Court (A.O.C), Motor Vehicle Commission (N.J.M.V.C) and New Jersey laws, rules, regulations and guidelines.

27.3 Is your system capable of producing statistical analysis of camera operations, including but not necessarily limited to hours of use per camera by operational site, results achieved by each camera site, offenses recorded by site, equipment malfunctions, status of notices issued (outstanding, cancelled, reissued, etc.), real-time traffic volume and vehicle counts, real-time violation information by individual lane by time of day and day of week?

27.4 Is your system capable of analyzing results obtained from each camera location to show prosecutable image rate?

27.5 Vendor shall provide the City with a monthly activity report within ten (10) days following the end of each month to include each of the following:

- a). The number of events detected, summonses issued and prosecutable image rate by location and in total.
- b). The total number of events not billable, including a breakout of controllable and not-controllable events lost, by intersection approach and in total. Vendor shall provide an audit trail of all voided and discarded images.
- c). The total number of violations which occurred and percentage of total vehicle traffic by lane.
- d). The total number of events forwarded to police.
- e). The total number of citations authorized and mailed, by month of issuance.
- f). The total number of citations returned as undeliverable.
- g). The total number and percentage of rejected images by reason.
- h). Monthly financial reports detailing monies collected by summons number.

28. Cost and Proposal Price Sheet: Minimum 0 to Maximum 5 Points

28.1 The City prefers a turnkey program that will guarantee cost neutrality that is, revenues from the citations will at least match the cost of the vendor's monthly service fees.

28.2 The ongoing operation of the City's program depends on its ability to be self-supporting. Preference will be focused on a no cost to the City proposal, where the vendor assumes all installation and operation costs. Vendor's price shall be all inclusive of the following services:

- a). Registered Owner (RO) look ups of violating vehicles for all fifty (50) states.
- b). Printing and mailing of summonses in accordance with New Jersey Law, New Jersey Administrative Office of the Court and the New Jersey Motor Vehicle Commission.
- c). Posting of infraction video on the internet for the violators to review.
- d). Ability for offenders' to pay their violation on-line and by phone within the structure and guidelines of the New Jersey Administrative Office of the Court.
- e). Expert witness testimony (at no charge to the City for the first six (6) months of the program) and training of City personnel to act as expert witness.
- f). Training of sworn Jersey City Police Officers that would be reviewing the evidence packages.
- g). All construction and installation costs including signage.
- h). Robust traffic analysis package.
- i). Assignment of a vendor project manager as single point of contact for the City.
- j). Comprehensive maintenance schedule.
- k). Assistance with public awareness campaign.
- l). Cost of all required reports and analysis

28.3 Vendors in response to this RFP shall submit the cost of their proposal on the enclosed Proposal Price Sheet page 41. Prices shall be all inclusive per month per approach for the system and services. Discount pricing for summonses (see section 22.9 page 23). collections (see section 25.1 page 24) and appeal scheduling (see section 26.1 page 25) is required where the City will be providing the service should an award of the contract be made prior to A.O.C. authorization of third party contractors. Discount payments will be eliminated as each of the above responsibilities are authorized by the A.O.C. and turned over to the contractor.

29. Review and Evaluation

29.1 The City reserves the right to reject any or all proposals at any time and the right to waive immaterial defects and/or minor irregularities in any submitted proposal.

29.2 The City will first review each submitted proposal for statutory fatal flaws which will prevent it from further consideration by the evaluation committee. Those fatal flaws are:

- a). Failure to provide or properly execute the Stockholder Disclosure Certification;
- b). Failure to provide a copy of the Business Registration Certificate;
- c). Failure to sign, properly complete and submit the Proposal Price Sheet;
- d). Failure to sign and properly complete and submit the Acknowledgement of Receipt of Addenda;
- e). Failure to provide or properly execute the required Proposal Bond and/or Consent of Surety.

29.3 The evaluation committee will evaluate proposals using the criteria stated herein. Responses will be scored and ranked in accordance with the weighting specified in the following table.

a).	Company Profile	Section 16	Page 19	Points 0-5
b).	References	Section 17	Page 20	Points 0-5
c).	Financial Ability	Section 18	Page 20	Points 0-5
d).	System Overview	Section 19	Page 21	Points 0-5
e).	Camera System	Section 20	Page 22	Points 0-15
f).	Installation	Section 21	Page 24	Points 0-15
g).	Screening and Citation	Section 22	Page 25	Points 0-10
h).	Maintenance and Response	Section 23	Page 26	Points 0-10
i).	Service and Support	Section 24	Page 27	Points 0-5
j).	Collection	Section 25	Page 28	Points 0-5
k).	Appeals	Section 26	Page 28	Points 0-5
l).	Records, Reporting, Statistics	Section 27	Page 28	Points 0-10
m).	Cost	Section 28	Page 29	Points 0-5

29.4 The evaluation committee reserves the right to interview firms, request clarification regarding any part of a submission. Presentations regarding clarifications shall address only those matters specified by the committee. The committee may conduct site visits to vendor's processing centers in cities where systems are in use. Any interview or visit conducted by the committee will be taken into account with the scoring of the written proposal.

30. Selection

30. The City will select the vendor scored highest by the greatest number of evaluators.

31. Governing Body Action

31.1 Contracts are only awarded by the City Council.

31.2 Council meeting schedules can be found on the City web site and available by contacting the City Clerk's office.

32. Contract Compliance and Execution

32.1 Any contract entered into between the contractor and the City must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the non-discrimination

provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required.

32.2 The term of the contract will be five (5) years with prices, terms and conditions remaining firm fixed throughout the contract. City retains the option to terminate for cause.

32.3 It is the intent of the City to make an award of a contract within 60 days of the receipt of the proposals. Should the awarded contractor fail to enter into a contract within ten (10) days, Sundays and City observed holidays excepted, the City may then at its option, accept the proposal of another respondent.

32.4 If through any cause the contractor shall fail to fulfill in a timely and proper manner obligations under the contract, the City shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the contract.

32.5 The contractor agrees to indemnify the hold the owner harmless from any liability to subcontractors/suppliers concerning payment for the work performed or under this provision. In the case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

33. Project Initiation

33.1 It is the intent of the City to immediately move forward with the project once all required post award documents have been submitted and approved and contract documents have been executed.

33.2 The schedule in the contractor's proposal will be strictly adhered to. No changes from the schedule will be allowed without authorization for "good reason". The Business Administrator alone will determine what constitutes "good reason".

34. Payment

34.1 Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the proposal cost form.

34.2 The City may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following

- a) Deliverables not complying with the project specification;
- b) Claims filed or responsible evidence indicating probability of filing claims;
- c) A reasonable doubt that the contract can be completed for the balance then unpaid.

34.3 When the above grounds are removed, payment shall be made for amounts withheld because of them.

35. Ownership of Material

35.1 All material submitted in response to this RFP shall become the property of the City upon delivery to the RFP Coordinator or installation thereof.

35.2 The City shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the City at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the City be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

35.3 Ownership of all data, materials and documentation originated and prepared for the City pursuant to this contract belong exclusively to the City. All data, reports, computerized information, programs, and materials related to this project shall be delivered to and become the property of the City upon completion of the project. The contractor shall not have the right to use, sell or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the City. All information supplied to the City may be required to be supplied on CD-ROM media compatible with the City's computer operating system Microsoft Office Suite 2000.

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 SERVICES 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 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, gender identity or expression, disability, nationality or sex. 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 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 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.

Exhibit A (continued)

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

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

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

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

Representative's Name/Title (Print) _____

Representative's Signature: _____

Name of Company: _____

Telephone Number: _____

Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter the "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42U.S.C. S121 01 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City 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 City in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the City, 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 City's grievance procedure, the contractor agrees to abide by any decision of the City, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City 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 City 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 City or any of its agents, servants, and employees, the City shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City 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 City pursuant to this paragraph. It is further agreed and understood that the City 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 City from taking any other actions available to it under any other provisions of the Agreement or otherwise at law

DATE: _____ COMPANY: _____

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____

Stockholder Disclosure Certification
This Statement Shall Be Included with Bid Submission

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: _____
Home Address: _____

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

(Affiant)

(Print name & title of affiant.)

(Notary Public)

My Commission expires:

(Corporate Seal)

Non-Collusion Affidavit

STATE OF NEW JERSEY:
COUNTY OF:

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and the State of _____, of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (company submitting proposal)

the bidder making the Proposal for _____
(title of proposal)

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 or retained 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 _____
(company submitting proposal)

Subscribed and sworn to before me this _____ Firm _____

_____ day _____, of 20 _____ Name _____

_____ Title _____

Notary Public of _____ Signature _____
My commission expires _____ 20 _____

Public Works Contractor Registration Act, Sample Certificate

Certificate Number
640603

Expiration Date
10/26/2006

State of New Jersey



Department of Labor and Workforce Development

Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to Public Law 1999 Chapter 234, the Public Works Contractor Registration Act, this certificate of registration is for the purpose of bidding on and engaging in

2005
Guardrail Lane Equipment

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Thomas H. Green

Thomas H. Green, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

SAMPLE

New Jersey Business Registration Requirements, Mandatory Language

Mandatory Construction Language

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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."

Mandatory Non-Construction Language

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."

New Jersey Business Registration Requirements, Sample Certificates

THESE ARE THE ONLY ACCEPTABLE FORMS

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, N.J. 08646-0282
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: D107350	
ADDRESS: 647 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 07/01/04		
FORM-BRC(08-01)	ACTED BY: <i>John S. Tully</i>	
This Certificate is NOT for sale or transfer. It must be continuously displayed at above address.		



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 647 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
200-41014112823533

Superintendent Designation and Subcontractor Listing

Please give the name of the executive who will give personal attention to the work whenever required and that of the project superintendent.

EXECUTIVE:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

SUPERINTENDENT:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

**SUBCONTRACTORS TO BE USED FOR THIS CONTRACT
(STATE "NONE" IF NONE)**

Please review section 11.0 as well as pages 37 and 38. It is requested that all certificates for the contractor and all subcontractors be submitted with the proposal in the interest of expediency.

Subcontractor 1. _____

Address: _____

Contact: _____

Phone: _____ Fax: _____

Subcontractor 2. _____

Address: _____

Contact: _____

Phone: _____ Fax: _____

(Copy and attach additional sheets if necessary)

Acknowledgement of Changes

PROPOSAL FOR TRAFFIC CONTROL SIGNAL MONITORING SYSTEM

Pursuant to N.J.S.A. 40A:11-23 1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Addendum Number or Title of Addendum	How Received (mail, fax, picked up)	Date Received

Acknowledgement by bidder: _____

Write the word "**NONE**" if no addenda have been issued _____

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____ Date: _____

Print or Type Name and Title: _____

IF YOU DO NOT COMPLETE THIS FORM PROPERLY, YOUR ENTIRE BID WILL BE REJECTED.

Proposal Price Sheet

The following prices are hereby submitted in accordance with our proposal for a five (5) year contract with the City of Jersey City for the Delivery, Installation, Maintenance and Support a Traffic Control Signal Monitoring System, to be installed at each intersection approved by the New Jersey Department of Transportation for participation in the state's pilot program:

Fixed "monthly" charge for all equipment and services performed by contractor:

\$ _____ "per approach" \$ _____ "Total 8 Approaches"

The following amounts reduce the above amounts per "month" for services performed by the City due to A.O.C. regulations:

City responsibility for issuing summonses deduct \$ _____ "per approach"

City responsibility for collections deduct \$ _____ "per approach"

City responsibility for court scheduling deduct \$ _____ "per approach"

For contract extension consideration, please select.

We further agree to the charge adjustments beyond the initial five (5) years in accordance with N.J.S.A.40A:11-15(44) which allows for a price adjustment not to exceed the most recent quarterly calculation of the index rate.

By signing below, I certify that I am authorized to act on behalf of the corporation in responding to requests for submissions of bids and proposals.

Company: _____

Address: _____

Phone: _____ Fax: _____

Name: _____

Title: _____

Signature: _____

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : _____

Address : _____

Telephone No. : _____

Contact Name : _____

Please check applicable category :

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input type="checkbox"/> Neither |

Definitions

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

**City of Jersey City
Red light camera project
Addendum #1
October 20, 2009**

1. Page 21, Section 23.1:

- a. **"Vendors must provide notification to the Jersey City Police Department within 48 hours when and where maintenance will be performed and the approximate length and time of the maintenance." and "... repairs completed within a 48-hour period,"**

Does the City require 48-hour notice of the location of the repair? If so, this requirement contradicts the City's requirement to make repairs within 48 hours. If the City must be notified within 48 hours of making the repair, will the vendor be able to send the notification to a general mail box or voicemail? Will the vendor be required to wait for a response from the City prior to repairing the equipment?

- b. **"Response to any equipment malfunctions must be made within a 24-hour period..."**

Please clarify this requirement. Does the City mean that the malfunction has been identified, and the vendor has either repaired the problem remotely and/or scheduled a repair?

This section is rewritten as follows:

23.1 The vendor will be required to maintain the cameras and all associated equipment in good working order. The servicing and maintenance of red light camera enforcement equipment will be the exclusive responsibility of the vendor.

Maintenance

Vendors must provide notification (phone, fax, email, or voicemail) to the City within 24 hours of planned maintenance. Notification is to include location where maintenance will be performed and the approximate time and length of the maintenance. City will respond with notice to proceed. Maintenance must be completed within a 48-hour period following notice to proceed.

Repairs

Vendors must provide notification (phone, fax, email, or voicemail) to the City within 24 hours of repairs due to equipment malfunction. Notification is to include location where repairs will be performed and the approximate time and length of the repairs. City will respond with notice to proceed. Repairs to malfunctioning or defective equipment must be completed within a 48-hour period following notice to proceed.

Detail your ability to respond and comply with this requirement.

- 2. Proposal due date is extended to Tuesday, November 10, 2009.**
- 3. Performance bond requirement is eliminated.**

Appendix B: Evaluation Criteria Matrix

Traffic Control (Red light cameras)

Evaluation Spreadsheet

Vendor:

Category	Maximum Points	Score
Company Profile	5	
References	5	
Financial Ability	5	
System Overview	5	
Camera System	15	
Installation	15	
Violation Screening and Citation Development	10	
Maintenance and Response	10	
Maintenance and Response (Training)	10	
Service and Support	5	
Court Administrative Function, Collection	5	
Court Administrative Function Appeals	5	
Record Keeping, Reporting and Statistical Analysis	10	
Cost and Proposal Price Sheet	5	
	110	

Appendix C: Certifications of Non-Conflict of Interest



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Traffic Control (Red light cameras)

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

JOAO D'SOUZA

Print Name

A handwritten signature in black ink, appearing to read "Joao D'Souza", written over a horizontal line.

Signature

4/6/10

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Traffic Control (Red light cameras)

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LT. LOUIS KARRAS JCPD

Print Name

[Handwritten Signature]

Signature

2/17/10

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
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Competitive Contracting Evaluation: Traffic Control (Red light cameras)

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RUSSELL FRANCIS MAFFEI
Print Name

Russell Francis Maffei
Signature

April 6, 2010
Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Traffic Control (Red light cameras)

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John Merce

Print Name

[Handwritten Signature]

Signature

9/6/10

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

Appendix D: Detailed Evaluation Spreadsheets

Traffic Control (Red light cameras)
Evaluation Spreadsheet
Evaluator: Joao D'Souza

Category	ACS	ATS	Redflex
Company Profile	3	4	4
References	3	4	3
Financial Ability	3	0	4
System Overview	3	4	4
Camera System	0	12	13
Installation	6	10	12
Violation Screening and Citation Development	7	8	9
Maintenance and Response	7	7	8
Maintenance and Response (Training)	7	8	7
Service and Support	5	5	5
Court Administrative Function, Collection	4	4	5
Court Administrative Function Appeals	4	4	4
Record Keeping, Reporting and Statistical Analysis	7	7	9
Cost and Proposal Price Sheet	4	4	5
Total	63	81	92
Rank	3	2	1

Traffic Control (Red light cameras)

Evaluation Spreadsheet

Vendor: ACS

Category	Maximum Points	Score
Company Profile	5	3
References	5	3
Financial Ability	5	3
System Overview	5	3
Camera System	15	0
Installation	15	6
Violation Screening and Citation Development	10	7
Maintenance and Response	10	7
Maintenance and Response (Training)	10	7
Service and Support	5	5
Court Administrative Function, Collection	5	4
Court Administrative Function Appeals	5	4
Record Keeping, Reporting and Statistical Analysis	10	7
Cost and Proposal Price Sheet	5	4
	110	63

Traffic Control (Red light cameras)

Evaluation Spreadsheet

Vendor: ATS

Category	Maximum Points	Score
Company Profile	5	4
References	5	4
Financial Ability	5	0
System Overview	5	4
Camera System	15	12
Installation	15	10
Violation Screening and Citation Development	10	8
Maintenance and Response	10	7
Maintenance and Response (Training)	10	8
Service and Support	5	5
Court Administrative Function, Collection	5	4
Court Administrative Function Appeals	5	4
Record Keeping, Reporting and Statistical Analysis	10	7
Cost and Proposal Price Sheet	5	4
		81

Traffic Control (Red light cameras)

Evaluation Spreadsheet

Vendor: Redflex

Category	Maximum Points	Score
Company Profile	5	4
References	5	3
Financial Ability	5	4
System Overview	5	4
Camera System	15	13
Installation	15	12
Violation Screening and Citation Development	10	9
Maintenance and Response	10	8
Maintenance and Response (Training)	10	7
Service and Support	5	5
Court Administrative Function, Collection	5	5
Court Administrative Function Appeals	5	4
Record Keeping, Reporting and Statistical Analysis	10	9
Cost and Proposal Price Sheet	5	5
		92

**Traffic Control (Red light cameras)
 Evaluation Spreadsheet
 Evaluator: Lt. Lou Karras**

Category	ACS	ATS	Redflex
Company Profile	5	5	5
References	5	5	5
Financial Ability	5	5	5
System Overview	5	5	5
Camera System	15	15	15
Installation	15	15	15
Violation Screening and Citation Development	10	10	10
Maintenance and Response	7	8	9
Maintenance and Response (Training)	5	5	5
Service and Support	5	5	5
Court Administrative Function, Collection	4	5	3
Court Administrative Function Appeals	4	5	4
Record Keeping, Reporting and Statistical Analysis	10	10	10
Cost and Proposal Price Sheet	5	4	3
Total	100	102	99
Rank	2	1	3

**Traffic Control (Red light cameras)
Evaluation Spreadsheet
Vendor: ACS**

Category	Maximum Points	Score
Company Profile	5	5
References	5	5
Financial Ability	5	5
System Overview	5	5
Camera System	15	15
Installation	15	15
Violation Screening and Citation Development	10	10
Maintenance and Response	10	7
Maintenance and Response (Training)	10	5
Service and Support	5	5
Court Administrative Function, Collection	5	4
Court Administrative Function Appeals	5	4
Record Keeping, Reporting and Statistical Analysis	10	10
Cost and Proposal Price Sheet	5	5
	110	100

Traffic Control (Red light cameras)
Evaluation Spreadsheet
Vendor: ATS

Category	Maximum Points	Score
Company Profile	5	5
References	5	5
Financial Ability	5	5
System Overview	5	5
Camera System	15	15
Installation	15	15
Violation Screening and Citation Development	10	10
Maintenance and Response	10	8
Maintenance and Response (Training)	10	5
Service and Support	5	5
Court Administrative Function, Collection	5	5
Court Administrative Function Appeals	5	5
Record Keeping, Reporting and Statistical Analysis	10	10
Cost and Proposal Price Sheet	5	4
		102

Traffic Control (Red light cameras)

Evaluation Spreadsheet

Vendor: Redflex

Category	Maximum Points	Score
Company Profile	5	5
References	5	5
Financial Ability	5	5
System Overview	5	5
Camera System	15	15
Installation	15	15
Violation Screening and Citation Development	10	10
Maintenance and Response	10	9
Maintenance and Response (Training)	10	5
Service and Support	5	5
Court Administrative Function, Collection	5	3
Court Administrative Function Appeals	5	4
Record Keeping, Reporting and Statistical Analysis	10	10
Cost and Proposal Price Sheet	5	3
		99

Traffic Control (Red light cameras)

Evaluation Spreadsheet

Evaluator: Russell Maffei

Category	ACS	ATS	Redflex
Company Profile	5	5	3
References	3	5	4
Financial Ability	4	5	3
System Overview	5	5	5
Camera System	15	13	13
Installation	15	15	15
Violation Screening and Citation Development	10	10	10
Maintenance and Response	10	10	10
Maintenance and Response (Training)	3	3	3
Service and Support	5	5	5
Court Administrative Function, Collection	5	5	5
Court Administrative Function Appeals	5	5	5
Record Keeping, Reporting and Statistical Analysis	10	10	10
Cost and Proposal Price Sheet	3	5	5
Total	98	101	93
Rank	2	1	3

Traffic Control (Red light cameras)
Evaluation Spreadsheet
Vendor: ACS

Category	Maximum Points	Score
Company Profile	5	5
References	5	3
Financial Ability	5	4
System Overview	5	5
Camera System	15	15
Installation	15	15
Violation Screening and Citation Development	10	10
Maintenance and Response	10	10
Maintenance and Response (Training)	10	3
Service and Support	5	5
Court Administrative Function, Collection	5	5
Court Administrative Function Appeals	5	5
Record Keeping, Reporting and Statistical Analysis	10	10
Cost and Proposal Price Sheet	5	3
	110	98

Traffic Control (Red light cameras)

Evaluation Spreadsheet

Vendor: ATS

Category	Maximum Points	Score
Company Profile	5	5
References	5	5
Financial Ability	5	5
System Overview	5	5
Camera System	15	13
Installation	15	15
Violation Screening and Citation Development	10	10
Maintenance and Response	10	10
Maintenance and Response (Training)	10	3
Service and Support	5	5
Court Administrative Function, Collection	5	5
Court Administrative Function Appeals	5	5
Record Keeping, Reporting and Statistical Analysis	10	10
Cost and Proposal Price Sheet	5	5
		101

**Traffic Control (Red light cameras)
Evaluation Spreadsheet
Vendor: Redflex**

Category	Maximum Points	Score
Company Profile	5	3
References	5	1
Financial Ability	5	3
System Overview	5	5
Camera System	15	13
Installation	15	15
Violation Screening and Citation Development	10	10
Maintenance and Response	10	10
Maintenance and Response (Training)	10	3
Service and Support	5	5
Court Administrative Function, Collection	5	5
Court Administrative Function Appeals	5	5
Record Keeping, Reporting and Statistical Analysis	10	10
Cost and Proposal Price Sheet	5	5
		93

Traffic Control (Red light cameras)

Evaluation Spreadsheet

Evaluator: John Mercer

Category	ACS	ATS	Redflex
Company Profile	5	5	5
References	3	5	4
Financial Ability	5	5	5
System Overview	5	5	5
Camera System	15	15	15
Installation	15	15	15
Violation Screening and Citation Development	5	10	10
Maintenance and Response	10	10	10
Maintenance and Response (Training)	10	10	10
Service and Support	5	5	5
Court Administrative Function, Collection	3	5	5
Court Administrative Function Appeals	3	5	4
Record Keeping, Reporting and Statistical Analysis	10	10	10
Cost and Proposal Price Sheet	3	4	5
Total	97	109	108
Rank	3	1	2

Traffic Control (Red light cameras)

Evaluation Spreadsheet

Vendor: ACS

Category	Maximum Points	Score
Company Profile	5	5
References	5	3
Financial Ability	5	5
System Overview	5	5
Camera System	15	15
Installation	15	15
Violation Screening and Citation Development	10	5
Maintenance and Response	10	10
Maintenance and Response (Training)	10	10
Service and Support	5	5
Court Administrative Function, Collection	5	3
Court Administrative Function Appeals	5	3
Record Keeping, Reporting and Statistical Analysis	10	10
Cost and Proposal Price Sheet	5	3
	110	

Traffic Control (Red light cameras)

Evaluation Spreadsheet

Vendor: ATS

Category	Maximum Points	Score
Company Profile	5	5
References	5	5
Financial Ability	5	5
System Overview	5	5
Camera System	15	15
Installation	15	15
Violation Screening and Citation Development	10	10
Maintenance and Response	10	10
Maintenance and Response (Training)	10	10
Service and Support	5	5
Court Administrative Function, Collection	5	5
Court Administrative Function Appeals	5	5
Record Keeping, Reporting and Statistical Analysis	10	10
Cost and Proposal Price Sheet	5	4

Traffic Control (Red light cameras)

Evaluation Spreadsheet

Vendor: Redflex

Category	Maximum Points	Score
Company Profile	5	5
References	5	4
Financial Ability	5	5
System Overview	5	5
Camera System	15	15
Installation	15	15
Violation Screening and Citation Development	10	10
Maintenance and Response	10	10
Maintenance and Response (Training)	10	10
Service and Support	5	5
Court Administrative Function, Collection	5	5
Court Administrative Function Appeals	5	4
Record Keeping, Reporting and Statistical Analysis	10	10
Cost and Proposal Price Sheet	5	5

Appendix E: Prospective Intersections

Tonnele Ave and Route 1/9 (Tonnele Circle)

Communipaw Ave and State Hwy 440

Sip Ave and Route 1/9

Newark Ave and Tonnele Ave

Danforth Ave and State Hwy 440

Kennedy Blvd and State Hwy 139

Manhattan Ave and Tonnele Ave

Montgomery St and Merseles St

Columbus Dr and Jersey Ave

Communipaw Ave and Kennedy Blvd

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

City Clerk File No. Res. 10-229

Agenda No. 10.Z.1

Approved: APR 14 2010



TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BEYOND CONSTRUCTION FOR REPLACEMENT OF CURBS AND SIDEWALKS AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Acting Purchasing Director acting within his authority and in conformity with N.J.S.A. 40 A:11-1 et. seq. has publicly advertised for bids for replacement of curbs and sidewalks at various locations for the Department of Public Works / Division of Park Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received ten(10) bids on February 09,2010 with the lowest bid being that from Diamond Construction,35 Beaverson Blvd, Suite 9A , Brick , New Jersey 08723, in the bid amount of two hundred and fifty two thousand four hundred and sixty four dollars and sixty six cents (\$252,464.66); and

WHEREAS, the Acting Purchasing Director 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.

<u>DEPT. OF PUBLIC WORKS / PARK MAINTENANCE</u>			
ACCOUNT # 51-200-56-852-622	PURCHASE ORDER	99601	= \$252,464.66
CONTINGENCY AMOUNT	PURCHASE ORDER	99557	= \$50,492.93

TOTAL AMOUNT = \$302,957.59

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2010 and 2011 temporary and permanent budgets; and

WHEREAS, if funds are not available for the contract in the 2010 and 2011 temporary and permanent budgets, this award will be null and void.

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

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

J.A.
4/14/10

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

RESOLVED, that the mayor or business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on Page 2)

TITLE: **APR 1 4 2010**

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DIAMOND CONSTRUCTION FOR REPLACEMENT OF CURBS AND SIDEWALKS AT VARIOUS LOCATIONS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 51-200-56-852-622 for payment of the above resolution.

Purchase Orders # 99601 and 99557

RWH/sb
March 17, 2010

APPROVED: Rodney Kelly APPROVED AS TO LEGAL FORM
APPROVED: Rayney W. Madley Director, Department of Public Works
B. O'Reilly Business Administrator Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

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

1. Full title of ordinance/resolution/cooperative agreement:

Resolution authorizing the award of a contract to Diamond Construction for replacement of Curbs and Sidewalks at various locations for the Department of Public Works, Division of Park Maintenance.

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

Rodney W. Hadley, Director of the Department of Public Works for the Division of Park Maintenance.

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

Resolution for replacement of curbs and sidewalks at various locations for the Department of Public Works, Division of Park Maintenance.

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

For replacement of curbs and sidewalks at various locations for the Department of Public Works, Division of Division of Park Maintenance.

5. Anticipated benefits to the community:

Curbs and Sidewalks replacement at various locations throughout the City of Jersey City for the Department of Public Works and the Division of Park Maintenance.

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

The cost of this contract is two hundred and fifty two thousand four hundred and sixty four dollars and sixty six cents (\$252,464.66) with a contingency amount of fifty thousand four hundred and ninety two dollars and ninety three cents (\$50,492.93) for a total amount of three hundred and two thousand nine hundred and fifty seven dollars and fifty nine cents (\$302,957.59).

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

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

April 13, 2011.

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

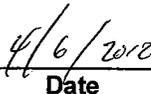
Rodney Hadley, Director, Division of Park Maintenance, Department of Public Works.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Division of Park Maintenance.

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


Signature of Department Director


Date

CERTIFICATION OF RODNEY W. HADLEY

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. The Department of Public Works, Division of Park Maintenance is authorizing the award of a contract to Diamond Construction for replacement of curbs and sidewalks at various City locations for the Division of Park Maintenance.
3. The total funds requested for this purpose is \$302,957.59.
4. The funds are available in Account No. **51-200-56-852-622.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

4/6/2010



Rodney W. Hadley
Director of Department of Public Works

JERSEY CITY SIDEWALK REPLACEMENT 2009

Address	Number of Trees	Cross Street	Zone #
18 Pollack Street	2	West Side Avenue	04800-3
13 Pollack Street	1	West Side Avenue	04800-3
5 Fisk Street	3	West Side Avenue	04800-3
32 Fisk Street	1	West Side Avenue	04800-3
40 Fisk Street	1	West Side Avenue	04800-3
128 Neptune Avenue	1	Ocean Avenue	06200-2
151 Neptune Avenue	1	Old Bergen Road	06200-2
150 Neptune Avenue	1	Old Bergen Road	06200-2
187 Neptune Avenue	1	Old Bergen Road	06200-2
187a Neptune Avenue	1	Old Bergen Road	06200-2
204 Neptune Avenue	1	Old Bergen Road	06200-2
208 Neptune Avenue	1	Old Bergen Road	06200-2
216 Neptune Avenue	1	Old Bergen Road	06200-2
218 Neptune Avenue	1	Old Bergen Road	06200-2
167 Winfield Avenue	1	John F. Kennedy Boulevard	06200-2
161 Winfield Avenue	1	John F. Kennedy Boulevard	06200-2
153 Winfield Avenue	1	John F. Kennedy Boulevard	06200-2
145 Winfield Avenue	1	John F. Kennedy Boulevard	06200-2
22 Bartholdi Avenue	1	Ocean Avenue	06200-2
34 Bartholdi Avenue	1	Ocean Avenue	06200-2
62 Bartholdi Avenue	1	Ocean Avenue	06200-2
120 Bartholdi Avenue	1	Old Bergen Road	06200-2
196 Pearsall Avenue	2	John F. Kennedy Boulevard	06200-2
184 Pearsall Avenue	1	John F. Kennedy Boulevard	06200-2
157 Pearsall Avenue	2	Old Bergen Road	06200-2
124 Pearsall Avenue	1	Old Bergen Road	06200-2
424 Halladay Street	1	Ash Street	03300-4
418 Halladay Street	2	Ash Street	03300-4
415 Halladay Street	1	Ash Street	03300-4
414/ 412 Halladay Street	1	Ash Street	03300-4
410/ 408 Halladay Street	1	Ash Street	03300-4
406/ 404 Halladay Street	1	Ash Street	03300-4
402/ 400 Halladay Street	1	Ash Street	03300-4

394/ 392 Halladay Street	1	Ash Street	03300-4
383 Halladay Street	1	Johnston Avenue	03300-4
381/ 379 Halladay Street	1	Johnston Avenue	03300-4
375/ 377 Halladay Street	1	Johnston Avenue	03300-4
311 Halladay Street	1	Maple Street	03300-4
371 Halladay Street	1	Johnston Avenue	03300-4
376 Halladay Street	1	Johnston Avenue	03300-4
380/ 382 Halladay Street	1	Johnston Avenue	03300-4
384/ 386 Halladay Street	1	Johnston Avenue	03300-4
388 Halladay Street	1	Johnston Avenue	03300-4
368/ 370 Halladay Street	1	Johnston Avenue	03300-4
372/ 374 Halladay Street	1	Johnston Avenue	03300-4
367/ 369 Halladay Street	1	Johnston Avenue	03300-4
363/ 365 Halladay Street	1	Johnston Avenue	03300-4
359/ 361 Halladay Street	1	Johnston Avenue	03300-4
355/ 357 Halladay Street	1	Johnston Avenue	03300-4
347/ 349 Halladay Street	1	Maple Street	03300-4
354 Halladay Street	1	Johnston Avenue	03300-4
356/ 358 Halladay Street	1	Johnston Avenue	03300-4
360 Halladay Street	1	Johnston Avenue	03300-4
366 Halladay Street	1	Johnston Avenue	03300-4
338/ 340 Halladay Street	1	Maple Street	03300-4
Union & Randolph	1		04500-1
106 Bidwell Avenue	1	Ocean Avenue	05500-1
35 Randolph Avenue	1	Myrtle Avenue	05300-1
61 Randolph Avenue	1	Myrtle Avenue	05300-1
63 Randolph Avenue	1	Myrtle Avenue	05300-1
69 Randolph Avenue	2	Myrtle Avenue	05300-1
148 Orient Avenue	1	Bergen Avenue	05100-1
146 Orient Avenue	1	Bergen Avenue	05100-1
Opposite 144 Orient Avenue	1	Bergen Avenue	05100-1
142 Orient Avenue	1	Bergen Avenue	05100-1
138 Orient Avenue	1	Bergen Avenue	05100-1
136 Orient Avenue	1	Bergen Avenue	05100-1
134 Orient Avenue	1	Bergen Avenue	05100-1
127-129 Orient Avenue	1	Bergen Avenue	05100-1
125 Orient Avenue	1	Bergen Avenue	05100-1
123 Orient Avenue	1	Bergen Avenue	05100-1
121 Orient Avenue	1	Bergen Avenue	05100-1
104A Orient Avenue	1	Bergen Avenue	05100-1
104 Orient Avenue	1	Bergen Avenue	05100-1
115 Claremount Avenue	1	Rose Avenue	05100-1
113-111 Claremount Avenue	1	Rose Avenue	05100-1
142 Claremount Avenue	1	Martin Luther King Drive	05100-1

170 Claremount Avenue	1	Bergen Avenue	05100-1
173 Claremount Avenue	1	Bergen Avenue	05100-1
122 Grant Avenue	1	Bergen Avenue	05100-1
129 Grant Avenue	1	Bergen Avenue	05100-1
127 Grant Avenue	1	Bergen Avenue	05100-1
116 Grant Avenue	1	Bergen Avenue	05100-1
114 Grant Avenue	1	Bergen Avenue	05100-1
61 Grant Avenue	1	Martin Luther King Drive	05100-1
57 Grant Avenue	1	Martin Luther King Drive	05100-1
55 Grant Avenue	1	Martin Luther King Drive	05100-1
181 Myrtle Avenue	1	Bergen Avenue	05100-1
79A Myrtle Avenue *(Side of House)	2	Martin Luther King Drive	05100-1
50 Lafayette Street	1	Pine Street	04700-2
277 Pine Street	1	Lafayette Street	04700-2
196 Pine Street	1	Communipaw Avenue	04700-2
181 Pine Street	1	Communipaw Avenue	04700-2
149 Pine Street	1	Communipaw Avenue	04700-2
224 Whiton Street	1	Carteret Avenue	04600-2
309 Whiton Street *(Side of House)	2	Lafayette Street	04700-2
17 Bentley Avenue	1	Bergen Avenue	04101-4
18 Bentley Avenue	1	Bergen Avenue	04101-4
32 Gifford Avenue	1	John F. Kennedy Boulevard	04101-4
134 Belmont Avenue	1	Bergen Avenue	04101-4
143 Belmont Avenue	1	Bergen Avenue	04101-4
147 Belmont Avenue	1	Bergen Avenue	04101-4
166 Belmont Avenue	1	Bergen Avenue	04101-4
58 Giles Avenue	3	Pavonia Avenue	01700-2
55 Giles Avenue	1	Pavonia Avenue	01700-2
51 Giles Avenue	1	Pavonia Avenue	01700-2
65 Giles Avenue	3	Pavonia Avenue	01700-2
27 Fox Place	2	Giles Avenue	01700-2
23 Fox Place	1	Giles Avenue	01700-2
13 Fox Place	3	Giles Avenue	01700-2
33 Marion Place	1	Giles Avenue	01700-2

*(Side of House)			
26 Marion Place	1	Giles Avenue	01700-2
18 Marion Place	1	Giles Avenue	01700-2
13 Marion Place	1	Giles Avenue	01700-2
12 Marion Place	1	Giles Avenue	01700-2
Opposite #2 Marion Place	1	Giles Avenue	01700-2
110 Wales Avenue	1	Broadway	01700-2
87 Wales Avenue	1	Broadway	01700-2
Corner of Wallis & Broadway	1	Broadway	01700-2
*(S/W corner)_			
32 Dales Avenue	1	Logan Avenue	01700-2
26 Dales Avenue	1	Logan Avenue	01700-2
15 Emerson Avenue	2	Sip Avenue	02700-1
343 Sip Avenue	3	Holmes Avenue	02700-1
*(1 on Side of House)			
333 Sip Avenue	1	Holmes Avenue	02700-1
*(Also 1 Stump)			
327 Sip Avenue	1	Holmes Avenue	02700-1
302 Sip Avenue	1	Holmes Avenue	02700-1
296 Sip Avenue	2	Holmes Avenue	02700-1
294 Sip Avenue	1	Holmes Avenue	02700-1
15 Bryan Place	1	Van Reipen Avenue	01800-1

EEO/AFFIRMATIVE ACTION REQUIREMENTS CONSTRUCTION CONTRACTS

Questions in reference to EEO/AA Requirements For Construction
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 B (Cont)

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 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 B
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print):

JOHN KOVACS, PRESIDENT
Representative's Signature: John Kovacs
Name of Company: DIAMOND CONST.

Tel. No.: 732-262-7449 Date: 2/8/10

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: JOHN KOVACS, PRESIDENT
Representative's Signature: John Kovacs
Name of Company: DIAMOND CONSTRUCTION
Tel. No.: 732-262-7449 Date: 2/8/10

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: DIAMOND CONSTRUCTION
35 BEAVERSON BLVD., BRICK, NJ 08723

SIGNATURE: John Kovacs DATE: 2/8/10

PRINT NAME: JOHN KOVACS TITLE: PRESIDENT

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 : DIAMOND CONSTRUCTION
Address : 35 BEAVERSON BLVD., BRICK, NJ 08723
Telephone No. : 732-262-7449
Contact Name : JOHN KOVACS

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : DIAMOND CONSTRUCTION
Address : 35 BEAVERSON BLVD., BRICK, NJ 08723
Telephone No. : 732-262-7449
Contact Name : JOHN KOVACS

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.

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: CURBS / SIDEWALKS # 09-004-PF
09-004-PF
 Contractor: DIAMOND CONST. Bid Amt. \$ 252,464.66

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	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
- NONE -				

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

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: CURBS/SIDEWALKS # 09-004-PF

Contractor: DIAMOND CONST. Bid Amt. \$ 252,464.66

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
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
- None -				

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



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: JAK CONSTRUCTION CORPORATION
Trade Name: DIAMOND CONSTRUCTION
Address: 78 NINTH STREET
PISCATAWAY, NJ 08854-1510
Certificate Number: 0078750
Date of Issuance: January 26, 2005

For Office Use Only:
20050126103830269



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0078750 FOR JAK CONSTRUCTION CORPORATION IS VALID.



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2009
Diamond Construction

Responsible Representative(s):
John Kovacs, President

Handwritten signature of David J. Socolow.

David J. Socolow, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

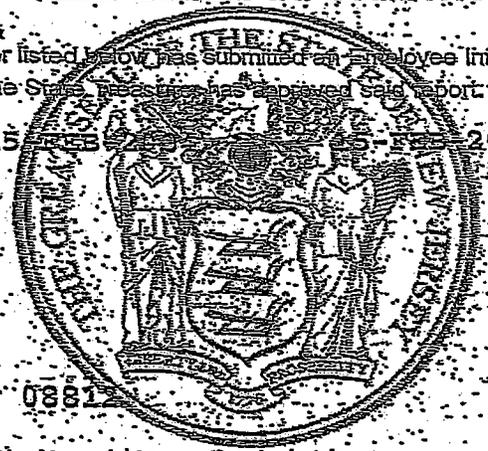
This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL:

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

15 ~~APR~~ 2011 - 15 ~~APR~~ 2011



DIAMOND CONSTRUCTION
P.O. BOX 456
DUNELLEN

NJ 08812

State Treasur

JON S. CORZINE
Governor



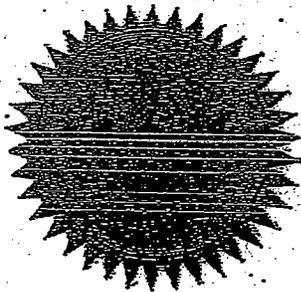
DAVID ROUSSEAU
State Treasurer

APPROVED

by the
Department of the Treasury
Division of Minority and Woman Business Development
under the
Small Business Set-Aside Act
and
Women and Minority Certification Program

This certificate acknowledges JAK CONSTRUCTION CORP T/A DIAMOND CONSTRUCTION as a Category 5 approved Small Business Enterprise that has met the criteria established by N.J.A.C.12A:10 (N.J.A.C.17:13).

This approval will remain in effect for one year. This office must be notified within 20 days of any material changes in the business that affect ownership and control. Failure to do so may result in an immediate revocation of this approval.



Certification Number: 45591-25

Nina E. Moseley
Nina E. Moseley
Senior Director

Issued: February 4, 2009

Expiration: February 3, 2010

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

City Clerk File No. Res. 10-230
 Agenda No. 10.Z.2
 Approved: APR 14 2010
 TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ENGLISH PAVING COMPANY, INC., FOR THE RESURFACING OF SIP AVENUE FROM JOHN F. KENNEDY BOULEVARD TO BERGEN AVENUE, J.C. PROJECT NO. 09-004, FEDERAL PROJECT NO. FS-B00S (890) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

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

WHEREAS, the City Purchasing Agent acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised for bids for the Resurfacing of Sip Avenue from John F. Kennedy Boulevard to Bergen Avenue J.C. Project No. 08-045 for the Department of Administration, Division of Engineering, Traffic and Transportation pursuant to construction plans and specifications and bids thereon; and

WHEREAS, the City of Jersey City has received a Federal Grant under the American Recovery and Reinvestment Act to be use for this project; and

WHEREAS, pursuant to public advertisement, the City of Jersey City has received five (5) below listed bids for the subject project; and

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
A.J.M. Contractors, Inc. Clifton, New Jersey	\$165,469.00
English Paving Company, Inc. Clifton, New Jersey	\$172,260.71
Joseph M. Sanzari, Inc. Hackensack, New Jersey	\$176,631.40
Tilcon New York, Inc. Wharton, New Jersey	\$215,050.65
Smith-Sondy Asphalt Construction Co. Wallington, New Jersey	\$218,829.33

WHEREAS, A.J.M. Contractors, Inc. bid was rejected due to non-compliance with the bid requirements; therefore, this contract shall be awarded to the next lowest bidder English Paving Company, Inc. for the amount of One Hundred Seventy Two Thousand Two Hundred Sixty and Seventy One Cents (\$ 172,260.71); and

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

WHEREAS, this contract shall be subject to the conditions that the vendor/contractor provides satisfactory evidence of compliance with the Jersey City Affirmative Action Amendments to the Law Against Discrimination 10:5-31 et. seq.; and

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

Account No. 02-213-40-046-314	P.O. # 99613	Base Bid (Minus Police)	\$153,300.71
		+20% Contingency	30,660.14
Account No. 04-215-55-842-990	P.O. # 99614	Police Hours	18,960.00
		Total Encumbrance	\$202,920.85

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ENGLISH PAVING COMPANY, INC., FOR THE RESURFACING OF SIP AVENUE FROM JOHN F. KENNEDY BOULEVARD TO BERGEN AVENUE, J.C. PROJECT NO. 09-004, FEDERAL PROJECT NO. FS-B00S (890) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

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

1. The said bid of the aforementioned second low bidder English Paving Company, Inc. be accepted and that a contract be awarded to said company in the amount of \$172,260.71, and the City Purchasing Agent is directed to have such a contract drawn up and executed; and
2. That upon certification by an official or employee of the City authorized to attest that the contract has complied with the construction plans and 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
3. The award of this contract shall be subject to the condition that the contractor provides 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
4. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

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

Account N. 02-213-40-046-314	P.O. # <u>091613</u>	Base Bid (Minus Police)	\$153,300.71
		+20% Contingency	30,660.14
Account No. 04-215-55-842-990	P.O. # <u>091614</u>	Police Hours	18,960.00
Total Encumbrance			\$ 202,920.85

APPROVED: [Signature] 3-30-10
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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
 Peter M. Brennan, President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET

1. Full Title of Resolution Agreement:

Resolution Authorizing the Award of a Contract to English Paving Company, Inc. for the Resurfacing of Sip Avenue from John F. Kennedy Boulevard to Bergen Avenue, Jersey City Project No. 09-004, Federal Project No. FS-B00S (890) for the Department of Administration, Division of Engineering, Traffic and Transportation.

2. Name and Title of Person Initiating the Resolution:

Angel Alvarado, Assistant Project Manager

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

This project involves improvements to Sip Ave., from JFK Boulevard to Bergen Ave, in Jersey City. Specifically, the work will involve milling, paving, traffic and crosswalk striping, replacement of obsolete or deteriorated catch basins, manholes and water valve box castings, construction of concrete curb and sidewalk in kind with handicapped curb ramps with detectable warning surfaces at intersections.

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

This portion of Sip Avenue is currently in poor conditions with deteriorating curbs and sidewalks at intersections, water boxes, asphalt pavement and traffic striping.

5. Anticipated Benefits to the Community:

This project will improve pedestrian and vehicular traffic flow and safety.

6. Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):

Funds for this project are being provided as follows:

FINAL PROJECT FUNDING SUMMARY

<u>Funding Source</u>	<u>Account No.</u>	<u>Amount</u>
Federal Grant	02-213-40-046-314 (Total Base Bid Minus Police Hours) + (20 % Contingency)	\$ 153,300.71 \$30,660.14
Capital Funds	04-215-55-842-990 (Police Hours)	<u>18,960.00</u>
	Total Encumbrance	\$ 202,920.85

7. Date Proposed Program or Project will Commence:

Construction to start immediately after council approval and notice to proceed from purchasing.

8. Anticipated Completion Date:

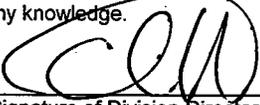
Time of completion is forty (45) calendar days upon notice to proceed to contractor.

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

Angel Alvarado (201) 547-5069 _____
NAME TELEPHONE EVENING

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.

 For
Signature of Division Director

3-30-10
Date

Signature of Department Director

Date

EXHIBIT B

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

CONSTRUCTION CONTRACTS

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

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

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

The contractor or subcontractor, 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 targeted employment goal prescribed by N.J.A.C. 17:27-7.2; 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 targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

EXHIBIT B (Cont)

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the 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 equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1). To notify the public agency compliance officer, the 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;
- (5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

EXHIBIT B (Cont)

(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 in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the 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). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the 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 targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that,

EXHIBIT B (Cont)

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 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 B
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print):

JOHN A. JUNGLESE, PRES.

Representative's Signature:

Name of Company:

CO- INC

Tel. No.:

973-928-2500

Date: 3/23/10

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

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

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

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

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

Representative's Name/Title Print): John A. Tagliese, Pres
Representative's Signature: [Signature]
Name of Company: ENGLISH PAINTING CO INC
Tel. No.: 973-928-2500 Date: 3/23/10

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:

English Paving Co Inc

SIGNATURE:

[Signature]

DATE:

3/23/10

PRINT NAME:

John A. Jablonski

TITLE:

Pres

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 : ENGLISH PAVING CO INC
Address : 1250 Route 46 West, CHISTON NJ
Telephone No. : 973-928-2500 07013
Contact Name : JOHN A. JUCHESE

Please check applicable category :

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

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

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

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

Business Name : English PAVING Co Inc.
Address : 650 Route 46 West, Chester, NJ
Telephone No. : 973-928-2500
Contact Name : John A. Inglese, Pres.

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.

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: RESURFACING of 5th AVENUE #

Contractor: ENGLISH PAVING CO INC. Bid Amt. \$ _____

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	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

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

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: Resurfacing of Sip Avenue #
 Contractor: ENGLISH PAVING CO INC Bid Amt. \$ _____

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	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

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

RESURFACING of Sip AVENUE

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
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					

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?

English Paving actively seeks the participation from minority subcontractors wherever possible and applicable.

Name of Contractor English PAVING Co Inc.

by: Signature [Signature]

Type or print name/title: John A. Inglese

Tel: No. 973-928-2500 Date: 3/23/10

For City use:

Acceptable M/W business participation levels for this project: _____

by _____ Date: _____

RESURFACING of Sip Avenue

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
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					

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?

English paving actively seeks the participation from minority subcontractors whenever possible and applicable.

Name of Contractor ENGLISH PAVING Co.

by: Signature [Signature]

Type or print name/title: JOHN A INGLESE, PRES

Tel: No. 973-928-2500 Date: 3/23/10

For City use:

Acceptable M/W business participation levels for this project: _____

by _____ Date: _____

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: RESURFACING OF 5th AVENUE #
 Contractor: ENGLISH PAVING CO. INC. Bid Amt. \$ 172,260.71

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	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
① Straight Edge	\$ 6500.00/-			X
Striping				
② Allan Bradley	\$ 5000.00/-			X
Electric				
③ S&J Enterprise	\$ 35,000.00/-		X	DBESS BE
trucking				

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

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: Resurfacing of Sip Avenue #

Contractor: ENGLISH PAVING CO INC Bid Amt. \$ 172,260.71

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	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
① Straight Edge Striping	\$15,000.00			X
② Allan Borte Way Electric	\$5,000.00			X
③ S&J Enterprises Trucking	\$35,000.00		X	DBESSE

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 RESURFACING of Sip Avenue

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
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					
UM Striping	Straightedge Striping	\$ 6500.00			ESBE
Electrical	Allan Brittain Electric	\$ 500.00			X
Trucking	S-C-J Enterprises	\$ 35,000.00		X	DBE SBE

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?

English Paving actively seeks the participation from minority subcontractors wherever possible and applicable.

Name of Contractor English PAVING Co Inc.

by: Signature [Signature]

Type or print name/title: John A. Jwblase

Tel: No. 973-928-2500 Date: 3/23/10

For City use:

Acceptable M/W business participation levels for this project: _____

by _____ Date: _____

MWB3 page 2 - Project RESURFACING of Sip Avenue

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					
Landscaping	Straight Edge	\$1000.00			ESBE
	Striping				
Electrical	Allen Bitway	\$500.00			
	Electrical				
Trucking	S&J Enterprises	\$2,000.00		X	DBE

§ 8BE

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?

English Paving actively seeks the participation from minority subcontractors whenever possible and applicable.

Name of Contractor English Paving Co.

by: Signature [Signature]

Type or print name/title: John A. Inglese, Pres

Tel: No. 973-928-2500 Date: 3/23/10

For City use:

Acceptable M/W business participation levels for this project: _____

by _____ Date: _____

Certificate Number
54639

Registration Date: 03/21/2010
Expiration Date: 03/20/2012



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
John A. Inglese Sr., President
Elizabeth Inglese, Secretary

English Paving Company Inc.
2010

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Acting Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ENGLISH PAVING CO., INC.

Trade Name:

Address: 650 ROUTE 46 WEST
CLIFTON, NJ 07013

Certificate Number: 0403660

Effective Date: November 01, 2001

Date of Issuance: March 30, 2009

For Office Use Only:

20090330081254346

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

City Clerk File No. Res. 10-231

Agenda No. 10.Z.3

Approved: APR 14 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO C3 FOR A MASS NOTIFICATION (EMERGENCY ALERT) SYSTEM

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION :

WHEREAS, the City currently has no automated computer system for issuing Citywide emergency alerts via telephone, cell phone, the internet, and/or e-mail; and

WHEREAS, such an alert system would be used during emergencies including but not limited to severe weather, floods, fires, chemical spills, and terrorism; and

WHEREAS, the City desires to implement such a mass notification system for the protection of Jersey City residents, commuters, and visitors; and

WHEREAS, N.J.S.A. 40A:11-4.1(a) authorizes the City to use competitive contracting to award contracts for proprietary software and

WHEREAS, the City Council approved resolution 08-628 on August 6, 2008, authorizing the use of competitive contracting for this purpose; and

WHEREAS, the City advertised for bids pursuant to the Competitive Contracting Law, N.J.S.A. 40A:11-4.1, and received proposals from Blackboard Connect, Code Red, C3, Everbridge, and 21st Century; and

WHEREAS, a committee appointed by the Business Administrator, has reviewed the proposals and prepared a report attached hereto, recommending that the contract be awarded to C3; and

WHEREAS, the proposal submitted by C3 will cost \$360,000 over the 3 year term of the contract, and be fully grant funded by the Urban Area Security Initiative (UASI); and

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

WHEREAS, this award of contract is contingent upon sufficient funds being appropriated in the FY2010 permanent budgets in the following account:

UASI	
Acct NO. 10- 02-213-40-972-302	\$300,000.00

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

- 1) Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract to provide a mass notification system is awarded to C3;

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO C3 FOR A MASS NOTIFICATION (EMERGENCY ALERT) SYSTEM

- 2) 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;
- 3) Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award;
- 4) The resolution authorizing the award of this contract and the contract itself shall be available for public inspection;
- 5) This Agreement shall be subject to the condition that C3 provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 6) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds (\$300,000.00) available for the payment of the above resolution in Account No. 10- 02-213-40-972-302

PO NUMBER: 99708

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

CITY OF JERSEY CITY

PROJECT: Mass Notification System

RESPONDENT: C3 Holding, LLC

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized *	Ⓟ	
B. Public Disclosure Statement *	Ⓟ	
C. Mandatory Affirmative Action Language	Ⓟ	
D. Americans with Disabilities Act	Ⓟ	
E. MWBE Questionnaire	Ⓟ	
F. Affirmative Action Compliance Notice	Ⓟ	
G. Employee Information Report	Ⓟ	
H. Business Registration Certificate *	Ⓟ	
I. Exception sheet(s) (optional - see below)	N/A	
J. Non-submission of proposal (optional)	N/A	
K. Original signature(s) on all required forms.	Ⓟ	

* Failure to include these documents with Proposal will result in automatic rejection of Proposal.

Please check one:

- No exception to specifications
 Exception sheet(s) attached to Proposal

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am John Carrino
of the firm of C3 Holdings, LLC

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

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

(Signature of Respondent)

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

14th day Dec 2009

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

John E. Cerza, Esq.
548 Franklin Avenue
Nutley, NJ 07110
Attorney At Law, State of New Jersey

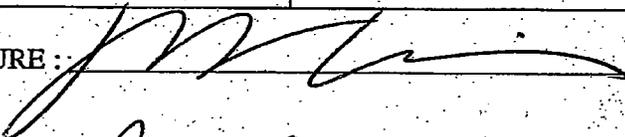
(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

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 Proposal or accompanying the Proposal 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
John Carrino	44 Sylvan Place, Nutley, NJ	100%

SIGNATURE: 

TITLE: Principal

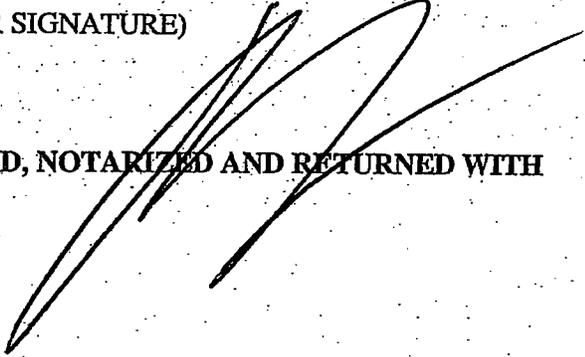
SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY December 14 OF 20 07

(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).

John E. Cerza, Esq.
548 Franklin Avenue
Nutley, NJ 07110
Attorney-At-Law, State of New Jersey



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.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned consultant certifies that he/she received, read, and is aware of the commitment to comply with:

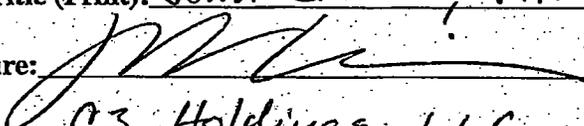
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

Representative's Name/Title (Print): John Carrino, Principal

Representative's Signature: 

Name of Company: C3 Holdings, LLC

Tel. No.: 973-667-2000 Date: 12/15/2009

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

The contractor and the Principal of C3 Holdings, LLC, (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.

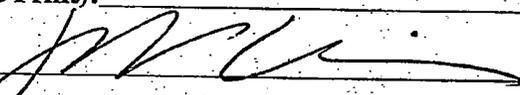
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

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

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

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

Representative's Name/Title Print): John Carrino

Representative's Signature: 

Name of Company: CB Holdings, LLC

Tel. No.: 973.667.2000 Date: 12/15/2009

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Vendors**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.
To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your proposal.

Business Name: C3 Holdings, LLC

Address: 548 Franklin Avenue, Nutley, NJ 07110

Telephone No.: 973.667.2000

Contact Name: John Carrino

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.

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 Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

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

The successful consultant(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 consultant copy is retained by the consultant.

The undersigned consultant 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 consultant further understands that his/her Proposal 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:

C3 Holdings, LLC

SIGNATURE:

[Handwritten Signature]

DATE: 12/15/2009

PRINT NAME:

John Carrino

TITLE:

Principal

Certification 38478

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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

10/06/2010 to 10/15/2013



Bradley Abelen

State Treasurer

C3 HOLDINGS, LLC
155 FRANKLIN AVENUE
NUTLEY

NJ 07110

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

C THREE HOLDINGS LIMITED LIABILITY COMPA

ADDRESS:

155 FRANKLING AVE
NUTLEY NJ 07100

EFFECTIVE DATE:

07/31/06

TRADE NAME:

SEQUENCE NUMBER:

1254303

ISSUANCE DATE:

08/15/07

James J. Quasiano
Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

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



**City of Jersey City
Department of Administration
Evaluation of Emergency Alert System
Proposals**

April 7, 2010



**City of Jersey City
Department of Administration
Evaluation of Emergency Alert System Proposals
April 7, 2010**

Executive Summary

On December 17, 2009, the City received five proposals in response to its RFP for an emergency alert (or more appropriately mass notification) system. The actual rankings of the proposals appear below:

Vendor	Kierce	Colon-Sanchez	Mercer
Blackboard	5	5	5
Code Red	4	4	4
C3	1	1	2
Everbridge	2	2	1
21 st Century	3	3	3

The proposals were evaluated according to criteria established by the Office of Emergency Management (technical, public safety) and the Department of Administration (local public contracts law compliance).

The proposal submitted by C3 was ranked highest by the greatest number of evaluators. The cost of the proposal over 3 years will be \$360,000 which will be fully grant funded through UASI/Homeland Security.

In accordance with the statutes for competitive contracting (N.J.S.A 40A:11 - 4.1), it is recommended that a contract be awarded to C3 to provide emergency alert services to the City.

Why not Nixle?

The Jersey City Police Department recently entered into an agreement with Nixle, Inc which is a proprietary application that provides “information to...users, depending on their physical location at any given time. Nixle makes this information instantly available over web, mobile, and smart phone devices.” Nixle is provided at no cost to either the agency or the subscribers (except for any applicable texting fees). This is fine as far as it goes, however, the reality of Jersey City’s population is that there are still significant numbers of residents (e.g., seniors) who have neither internet access, nor cellular phones. This population will be served by the proposed emergency alert system which communicates via landline, mobile, fax, and email.



**City of Jersey City
Department of Administration
Evaluation of Emergency Alert System Proposals
April 7, 2010**

Background

Competitive contracting (N.J.S.A 40A:11- 4.1) was employed to solicit proposals that would attract the best qualified solutions. On December 17, 2009 the City received five responses to the original Request for Proposals and the initial evaluation process was started.

The RFP as issued in November 2009 is contained in Appendix A.



**City of Jersey City
Department of Administration
Evaluation of Emergency Alert System Proposals
April 7, 2010**

Introduction/Scope of Services

The City of Jersey City solicited proposals for a fully hosted, time sensitive mass notification system for community alerts. The system will allow community leaders to communicate important information Citywide or to targeted populations within minutes.

Uses of Mass Notification System - Emergency notifications

The City of Jersey City Office of Emergency Management intends to use the system for a variety of notifications, including but not limited to:

- Severe weather
- Flooding
- Fires
- Chemical spills
- Traffic issues
- Terrorism
- Water supply issues

Uses of Mass Notification System - Non-Emergency notifications

The City of Jersey City may also utilize the system for non-emergency notifications, including but not limited to:

- Festivals and other cultural affairs
- Public meetings
- Filing deadline reminders (e.g., senior citizen/veterans deductions)

Unlimited calling

Because of the variety of emergency and non-emergency calls which the City intends, the City of Jersey City requires pricing to be submitted for unlimited calling. Proposals which include per-call charges, or charges for calls exceeding certain maximums will not be considered.

System Requirements

Vendor will provide a fully hosted, time sensitive mass notification system for community alerts. The system will allow community leaders to communicate important information to all stakeholders within minutes. The City will not entertain any system that requires the purchase or installation of any hardware, software, or phone lines, whether onsite or offsite. Specific technical requirements appear below:



**City of Jersey City
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Call Send Process

- Must be user friendly
- Must permit both emergency and non emergency messages to be sent
- Must work from any computer with an Internet connection.
- Must offer a method of sending calls in situations where the client has no electricity and no internet access. This method must be simple, secure, and not require operator intervention.
- Must allow selection of Citywide recipients or user-defined, targeted groups
- Must offer a call authorization process
- Must allow users to create and save messages prior to confirmation/sending
- Must be available 24/7/365
- Must be available via a number of channels, including but not limited to internet, IVR, or mobile device (e.g., Blackberry, etc)

Capacity and Reliability

- Vendor must state capacity for voice messages (i.e., number of 60 second voice calls per hour able to be sent)
- Vendor must state what percentage of its voice capacity is used on a daily basis, and provide the company's commitment to scaling the capacity as clients' needs grow.
- Vendor must provide the highest volume of voice messages delivered to unique phone numbers exclusively through its ASP application on behalf of its clients within a 3 day "event" period. Do not include the number of calls that clients send through client owned hardware, and do not include messages via e mail accounts or SMS.
- Vendor must also provide capacity for e mail and text messages, and whether text messages are sent via SMPP or SMTP.
- Vendor should discuss how it addresses "last mile" delivery congestion issues.
- Vendor should describe system redundancies which exist to ensure call delivery, such as telecommunications providers, parallel delivery streams.
- Vendor should provide evidence of actual experience in successful call delivery during times of highly impacted capacity (e.g., hurricane, flood, tornado, ice, or snow storm).
- Vendor should provide the following information for clients similar in size and scope to Jersey City (population: 240,005, geographic size: 14.6 sq mi):



**City of Jersey City
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Evaluation of Emergency Alert System Proposals
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Delivery Channels and language support

- System must be able to send voice messages to multiple types of devices including but not limited to: landline phone, cell phone
- System must be able to send text messages to multiple devices/channels, including but not limited to: e mail, TTY, PDAs, SMS, fax, etc.
- Vendor must demonstrate support for multiple languages depending on information from a contact record and automatically deliver the messages in the appropriate language
- Vendor must describe specific languages supported
- System must offer a text to text language translation.
- Vendor must describe measures in place to ensure accuracy of translated messages
- System must be able to record and archive messages for future delivery. State how far in advance of delivery users can record and store messages.
- System must offer the ability to deliver messages in the user's own voice and text to speech, or a combination of the two.
- System must have a toll free phone number that a recipient can call to hear the messages that they have received.
- System must allow an unlimited number of groups and subgroups to be created.

Security

- Vendor must demonstrate state of the art system security, including, but not limited to, a description of company policies and procedures to ensure both physical system security and data transmission security.
- Vendor must provide a description of their policy regarding storage, retention, and distribution of data. The provider must possess and state the company non release policy for data.
- Vendor must provide results of most recent third party security audit.
- Vendor should explain internal company protocols regarding the handling of client data.
- Vendor should employ a dedicated CISSP certified security manager
- Vendor must describe policies and procedures in place to protect privacy of subscriber information



**City of Jersey City
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Redundancy

- Vendor must provide a zero single point of failure system through utilization of multiple telecommunications providers, multiple servers across multiple power grids, multiple streams of communication (e.g. VoIP, PSTN, e mail), and customer service staff located across multiple regions.
- Vendor should describe its data backup policy and utilize mirrored server sites for backup.
- Vendor must provide business continuity plan which allows failover to a primary disaster site with equal capability as the primary site, and additional data recovery sites. The provider must state its recovery time for complete failover.
- Vendor must describe their ongoing maintenance and system testing procedures.
- Vendor must provide results of most recent disaster recovery testing

Reporting

- System must provide on line reports documenting results of notification results as well as other reports, such as monthly usage
- Vendor must provide samples of all standard reports produced by application
- System must permit creation of ad hoc reports on user-selected criteria

Other features

- The system must be pre loaded with municipality specific scripts for tests, alerts, and other anticipated events.
- The system must allow users to target recipients using a map interface which does not require a software license. A non ESRI professional must be able to initiate geo targeted messages.
- The system must allow users to target recipients using, at a minimum:
 - a. Radius
 - b. ZIP code
 - c. Free form polygon
 - d. GIS generated boundary file.
- The system must be capable of generating and posting messages that adhere to the Common Alert Protocol (CAP)
- System must have ability to upload user data in a variety of formats (e.g., CSV, ASCII text, etc)



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Implementation

The vendor must provide implementation services with a timeline and a project plan from contract award through user training with clearly identified roles and responsibilities for both provider and client. The system must be operational within 30 days of the date the contract is awarded.

Training

The Vendor must provide a detailed training plan for all users, including re training, and new user training. All training must be provided at OEM Headquarters in Jersey City, NJ.

Support

The Vendor must provide unlimited 24/7/365 user and technical support for all users through a toll free phone number at no additional cost. Vendor must provide support response time for all issues, at all times of day or night.

The provider's customer support personnel must be full time, company employed customer service professionals located in the United States.

Providers must provide assurance that they do not outsource customer support to either domestic or international call centers.

Data Collection and Community Outreach

- Vendor must provide commercially available residential and business phone numbers and disclose where those numbers are generated from, how frequently they are updated, and whether any fees are associated with updates.
- Vendor must provide a client specific (i.e., incorporating the City's official website private labeling - www.jerseycitynj.gov) website for additional data collection:
 - a. The website must allow for selection of the language in which the resident or business would like to receive messages and the addition of secondary phone contact numbers and email addresses.
 - b. The website must have a built in method to ensure that the data has been entered by a person and not computer generated by a "bot."
 - c. The entire website, including Terms & Conditions, must be translated into Spanish and other languages at City's request
 - d. The website must have the capability to add custom text as needed.
- Vendor must describe data collection and customization capability (e.g., number of addresses/channels allowed per subscriber, standard fields, user defined fields)



**City of Jersey City
Department of Administration
Evaluation of Emergency Alert System Proposals
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Evaluation Criteria

As indicated above, competitive contracting was used in order to produce an RFP which would provide the City with exactly (or nearly exactly) the services required. In addition, given the expected complexity of the responses, a consistent format including required elements was developed to ensure that an “apples to apples” comparison of proposals could be conducted.

Appendix B contains a blank copy of the evaluation matrix. There were seven broad criteria by which proposals were evaluated. Each criterion bore a certain weight, and the extent to which the criterion is met or exceeded was determined by the committee. The written response was worth 90 points as indicated below.

a. Required Format: 15 points

One (1) point was awarded for each section.

b. Compliance with technical requirements: 35 points

The committee determined the extent to which the proposal meets the City's technical requirements as described in the "Scope of Services" section of this RFP. Five (5) points for each set of requirements:

- Call Send Process
- Capacity and Reliability
- Delivery channels and language support
- Security
- Redundancy
- Reporting
- Other features

c. Prior experience on similar projects: 5 points

Provider must have five years or more sending messages as a fully hosted Application Service Provider (ASP) (a.k.a. Software as a Service (SaaS)). Provider must demonstrate extensive experience in delivery of time sensitive, mass notifications (i.e., not campaign calls or debt collection calls). Vendors should provide current delivery volume counts per month and in the past year through their existing hosted solution. Provider must demonstrate extensive, proven experience with public sector client sites in the United States. All clients included must be current paying clients who send mass, time sensitive notifications within small geographic regions (i.e. municipality or school district)



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Proposals should include documentation (including references) of successful projects in organizations of similar size and complexity. Consultant should document:

- List/references of comparably sized and diverse municipalities with prior 12 months delivery volume (by client)
- Proof of company financial stability with demonstrated revenue for a minimum five (5) years generated from a full ASP service and adequate staffing to support client base.

d. Appropriateness and timeliness of proposed methodology: 5 points

The committee will evaluate the extent to which the Vendor's proposed methodology (Project Approach, Project Organization, and Project Workplan) meet the objectives described in Section 5 of this document. Proposals featuring well-defined and aggressive time frames for completion will be viewed more favorably

e. Personnel assigned: 5 points

Consultant should provide background and qualifications on key members of its project team including but not limited to Project manager and Technical staff.

g. Cost: 20 points

Vendor must present a plan for unlimited calling, text messaging and emailing to the City's residents, businesses, and staff. The provider must outline all additional fees, if any, for implementation, support, training, maintenance, software licenses, phone data provision and updates, and any other costs.

The winning proposal will not necessarily be that with the lowest cost, but that which provides the greatest value to the city. Proposals which provide detailed breakdowns will be viewed more favorably.

Detailed breakdown provided (10 points)

Pricing appropriate to project (10 points)

h. Commitment to diversity: 5 points

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises consistent with the City of Jersey City policies, should be described.



**City of Jersey City
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Evaluation of Emergency Alert System Proposals
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Written response evaluation

For each of the above written response criteria, the committee determined the extent to which the requirements were fulfilled. They were scored from 0 to 2, as follows:

- 0 No requirements met
- 1 Some or most requirements met
- 2 All requirements met or exceeded

Each criterion was weighted by the extent to which the requirements are met and the resultant scores totaled, with 180 being the highest possible score. Each evaluator then ranked the Vendors by total score.

Oral Presentation/Demo Guidelines

Based on the results of the written evaluations, the 3 vendors with the highest scores were invited to make an oral presentation/demonstration to the evaluation committee. The oral presentation was worth a total of 10 points:

- Demonstration of system (5 points)
- Committee Q&A (5 points)



**City of Jersey City
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Evaluation of Emergency Alert System Proposals
April 7, 2010**

Evaluation Committee

The evaluation committee consisted of 3 senior employees, two with specific public safety experience, in order to provide a well-rounded assessment of the prospective vendors' abilities. The members of the committee included:

- Gregory Kierce, Director, Office of Emergency Management
- Aida Colon-Sanchez, Deputy Coordinator, Office of Emergency Management
- John Mercer, Assistant Business Administrator

Appendix C contains each committee member's Certification of Non-Conflict of Interest, as required by the competitive contracting statutes.



**City of Jersey City
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Proposals received

A total of five proposals were received in response to the City's RFP. They are listed alphabetically below with the total proposed cost over the 3 year contract period:

-	Blackboard	\$567,396
-	Code Red	\$402,375
-	C3	\$360,000
-	Everbridge	\$349,400
-	21 st Century	\$283,086



**City of Jersey City
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Evaluation of Emergency Alert System Proposals
April 7, 2010**

Evaluation Process

The evaluation process consisted of the following steps:

- Initial independent review of proposals
- Committee meeting to discuss preliminary impressions and to address technical questions
- Brief presentation by top two vendors (#3 vendor did not respond to request for presentation)
- Final independent review of proposals and submission of evaluation matrix



**City of Jersey City
Department of Administration
Evaluation of Emergency Alert System Proposals
April 7, 2010**

Evaluation results

The rankings and total scores (out of 200) received by the proposals appear below:

Vendor	Kierce	Colon-Sanchez	Mercer
Blackboard	5/30	5/30	5/40
Code Red	4/90	4/90	4/115
C3	1/199	1/199	2/185
Everbridge	2/188	2/188	1/195
21 st Century	3/100	3/100	3/140

C3 was ranked first by two reviewers.

The presentations made by the top two vendors were equally impressive as was to be expected by the quality of their proposals.

The detailed evaluation spreadsheets prepared by each reviewer appear in Appendix D.

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

City Clerk File No. Res. 08-628
 Agenda No. 10.7.31
 Approved: AUG - 6 2008
 TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR A MASS NOTIFICATION (EMERGENCY ALERT) SYSTEM

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, the Office of Emergency Management (OEM) under the Department of Fire is responsible for citizen safety during emergencies; and

WHEREAS, the City currently has no automated computer system for issuing Citywide emergency alerts via telephone, cell phone, the internet, and/or e-mail; and

WHEREAS, such an alert system would be used during emergencies including but not limited to severe weather, floods, fires, chemical spills, and terrorism; and

WHEREAS, the City desires to implement such a mass notification system for the protection of Jersey City residents, commuters, and visitors; and

WHEREAS, N.J.S.A. 40A:11-4.1(b)(3) authorizes the City to use competitive contracting to award a contract for the operation, management, or administration of data processing services; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract for the operation, management, or administration of data processing services for the Office of Emergency Management for the purpose of providing an automated mass notification system.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
[Signature]
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 6-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/6/08											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	ABSENT			FLOOD	ABSENT		
LIPSKI	ABSENT			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Mariano Vega, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

Appendix A: RFP and Vendor Q&A



**CITY OF JERSEY CITY
REQUEST FOR PROPOSALS:**

**MASS NOTIFICATION SYSTEM
(EMERGENCY ALERT SYSTEM)**

**SUBMISSION DEADLINE:
December 17, 2009**

**ADDRESS ALL PROPOSALS TO:
Peter Folgado
Acting Director of Purchasing
Department of Administration
Division of Purchasing
1 Journal Square Plaza
Jersey City, New Jersey 07306**

NOTICE TO VENDORS

To all interested parties, please be advised that the City of Jersey City (City) , a municipal corporation of the State of New Jersey, will be accepting Proposals in response to request for proposals for the following services:

EMERGENCY ALERT SYSTEM

Proposals must be received by the City no later than 11:00 AM P.M. on December 17, 2009, and must be mailed or hand-delivered to the Jersey City Division of Purchasing, attention Peter Folgado, Acting Director of Purchasing, 1 Journal Square Plaza, 2nd floor, Jersey City, New Jersey 07306. Proposals forwarded by facsimile or e-mail will not be accepted. The City shall not be responsible for the loss, non-delivery, or physical condition of Proposals sent by mail or courier service. Proposals must be submitted individually in sealed envelope. Bid proposal must comply with specifications.

Copies of the City's request for proposals can be obtained by contacting the Jersey City Division of Purchasing, 1 Journal Square Plaza, Jersey City, New Jersey, Telephone (201) 547-5156, Facsimile (201) 547-6586.

Consultants are required to comply with the requirements of P.L. 2004 C.57 which includes the requirements that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury. If awarded a contract, consultant/contractor shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Peter Folgado
Acting Director of Purchasing

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CITY OF JERSEY CITY, NJ
DEPARTMENT: Fire
PURPOSE: Mass Notification System

REQUEST FOR PROPOSALS
DIVISION: Office of Emergency Mgt
DUE DATE: 12/17/2009

SECTION 1: GENERAL INFORMATION & SUMMARY

1.1 Organization(s) Requesting Proposal

City of Jersey City - Fire Department/Office of Emergency Management
280 Grove Street
Jersey City, NJ 07302

1.2 Contact Person

Peter Folgado
Acting Director of Purchasing
1 Journal Square Plaza
Jersey City, NJ 07306
(201) 547-5156

1.3 Procurement Process

This contract will be awarded using the competitive contracting provision of the Local Public Contracts Law (N.J.S.A. 40A:11-4.1 *et seq.*) which is considered a "fair and open" process under the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 *et seq.*

Proposals will be evaluated in accordance with the criteria set forth in this Request for Proposals (RFP). The governing body will approve a resolution awarding a contract for a sum not to exceed a specified amount.

1.4 Contract Form

If selected to provide services, it is agreed and understood that the successful Respondent shall be bound by the requirements and terms contained in this RFP with regard to services performed, payments, indemnification, insurance, termination, and applicable licensing provisions.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the City arising out of, or by reason of, the work done and materials furnished under this Contract.

1.5 Informational meeting

There will not be an informational meeting for this project.

1.6 Submission deadline

Proposals must be submitted to, and be received by the Division of Purchasing, via mail or hand delivery, by 4:30 PM prevailing time on December 17, 2009. Proposals will not be accepted by facsimile transmission or e-mail.

1.7 Procurement Schedule

CITY OF JERSEY CITY, NJ
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The steps involved in the process and the anticipated completion dates are set forth in the Procurement Schedule below. The City reserves the right to, among other things, amend, modify or alter the Procurement Schedule upon notice to all potential Respondents.

<u>Activity</u>	<u>Date</u>
1. Issuance of Request for Proposals	11/17/2009
2. Receipt of Proposals	12/17/2009
3. Completion of evaluation of Proposals	12/31/2009
4. Award of contract	01/06/2010
5. Project start	01/20/2010

1.8 Proposal evaluation

Proposals will be evaluated on the respondent's written response and, for selected vendors, an oral presentation/demonstration. Each evaluator will rank the proposals. The finalist whose proposal is ranked highest among the greatest number of evaluators will be selected for the project.

1.9 Written Proposal

Prospective vendors must submit a written proposal in a format specified by the City. The required format is detailed in Section 4.

1.10 Oral presentation/dem

There will be an oral presentation/demo required for this project for the 3 vendors with the highest rated written proposals.

1.11 Evaluation Committee

Proposals will be reviewed and evaluated by a committee appointed by the City's Business Administrator. The proposals will be reviewed to determine if the Respondent has met the minimum professional, administrative, and subject areas described in this RFP. Pursuant to N.J.A.C. 5:34-4.3 *et seq.*, "the names of the individuals who serve as committee members shall not be publicly disclosed until the evaluation report is presented to the governing body".

1.12 Definitions

The following definitions shall apply to and are used in this Request for Proposal (RFP):

CITY OF JERSEY CITY, NJ
DEPARTMENT: Fire
PURPOSE: Mass Notification System

REQUEST FOR PROPOSALS
DIVISION: Office of Emergency Mgt
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"City" - refers to the City of Jersey City.

"Emergency Alert System" - refers to a web-based mass notification system capable of providing various emergency and non-emergency notifications through various communications channels, per the detailed technical specifications provided in this document

"RFP" - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Competitive Contracting" - refers to the process by which proposals are evaluated and contracts awarded, pursuant to N.J.S.A. 40A:11-4.1 *et seq.*

"Consultant" or "Consultants" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Vendor" or "Vendors" - refers to the interested persons and/or firm(s) that submit a Proposal.

"Provider" or "Providers" - refers to the interested persons and/or firm(s) that submit a Proposal.

1.13 Submission address

All proposals should be sent to:

Peter Folgado
Acting Director of Purchasing
Department of Administration
Division of Purchasing
1 Journal Square Plaza
Jersey City, NJ 07306

SECTION 2: INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

2.1 Proposal submission

Proposals shall be received by the contracting unit, hereinafter referred to as "City" in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of this RFP.

The proposal shall be submitted in a sealed envelope: (1) addressed to the Acting Director of Purchasing, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "Proposal" with the contract title "Mass Notification System".

2.2 Proposal deadline

Proposals must be received by 4:30 PM on December 17, 2009 at the Purchasing Division, 1 Journal Square Plaza, Jersey City, NJ 07307.

2.3 Delivery of Proposals

It is the Vendor's responsibility that Proposals are presented to the City at the time and at the place designated. Proposals may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail Proposals to: Peter Folgado, Acting Director of Purchasing, Division of Purchasing, 1 Journal Square Plaza, 2nd floor, Jersey City, NJ 07307. The City shall not be responsible for the loss, non-delivery, or physical condition of proposals sent by mail or courier service.

2.4 Withdrawal of Proposal

Proposals forwarded to the City before the time of opening of Proposals may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once Proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

2.5 Entries on required forms

All prices and amounts must be written in ink or preferably machine-printed. Any changes, whiteouts, strikeouts, etc. in the proposals must be initialed in ink by the authorized person signing the proposal.

2.6 Familiarity with RFP specifications

The Vendor understands and agrees that its Proposal is submitted on the basis of the specifications prepared by the City. The Vendor accepts the obligation to become familiar with these specifications.

Vendors are expected to examine the specifications and related RFP documents with care and

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observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the City's contact person.

2.7 Addenda or Amendments

During the period provided for the preparation of Proposals, the City may issue addenda, amendments or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFP. All Proposals shall be prepared with full consideration of the addenda issued prior to the Proposal submission date.

All communications concerning this RFP or the Proposal process shall be directed to the City's contact person, in writing, via fax, or via e-mail. Responses to all questions will be forwarded as addenda to all prospective Vendors who have provided accurate and current contact information (mailing address, fax number, e-mail address) to the Division of Purchasing.

No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any Vendor. Such request shall be in writing, addressed to the City's contact person stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the Proposal for goods and services.

Subsequent to issuance of this RFP, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFP) may modify, supplement or amend the provisions of this Proposal specification in order to respond to inquiries received from prospective Vendors or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

2.8 Standards of Quality and Performance

Brand names and/or descriptions used in these specifications are to acquaint Vendors with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

Variations between the goods and services described and the goods and services offered are to be fully identified and described by the Vendor on a separate sheet and submitted with the Proposal. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the Vendor, it will be presumed and required that the goods and services as described in the Proposal specification be provided or performed.

It is the responsibility of the Vendor to document and/or demonstrate the equivalency of the goods and services offered. The City reserves the right to evaluate the equivalency of the goods

and services.

2.9 Patents and Trademarks

In submitting its Proposal, the Vendor certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful Vendor shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.

2.10 Buy American

Pursuant to N.J.S.A. 40A:11-18, only manufactured products of the United States, wherever available, shall be used. All services not performed at City facilities are to be performed at onshore facilities within the Continental United States.

2.11 Defective or inferior goods

The vendor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the vendor. The vendor will be responsible for return freight or restocking charges.

2.12 Rights of the City

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this Proposal specification and the procurement process in accordance with the provisions of applicable law:

- To conduct investigations of any or all of the Vendors, as the City deems necessary or convenient, to clarify the information provided as part of the Proposal and to request additional information to support the information included in any Proposal.
- To suspend or terminate the procurement process described in this Proposal specification at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Vendors.

2.13 Cost of Proposal Preparation

Each Proposal and all information required to be submitted pursuant to the Proposal specification shall be prepared at the sole cost and expense of the Vendor. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Proposal or other information required by the RFP.

2.14 Required Documents

This document (Section 10) contains required administrative forms which must accompany all

Proposals.

2.15 Authorized signatures

Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative.

Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.

Proposals by sole-proprietorship shall be signed by the proprietor.

When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

2.16 "Truth in Contracting" Laws

Vendors should be aware of the following statutes that represent "Truth in Contracting" laws and should consult the statutes or legal counsel for further information:

N.J.S.A. 2C:21-34, *et seq.* governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.

N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.

N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

2.17 Disposition of Proposal

Upon submission of a Proposal in response to this RFP, the Vendor acknowledges and consents to the following conditions relative to the submission and review and consideration of its Proposal:

- All Proposals shall become the property of the City and will not be returned.
- All Proposals will become public information at the appropriate time, as determined by

the City (in the exercise of its sole discretion) in accordance with law.

- The entire contents of every proposal that is publicly opened and read becomes a public record notwithstanding any disclaimer by the Vendor in the Proposal document.
- All Proposals, as public records, are available for public review and inspection. Persons who wish to review Proposals must make an appointment with the Purchasing Division. Inspection is subject to the rules of the Purchasing Division.

2.18 Softcopy version of RFP

Prospective Vendors who have obtained printed copies of this RFP and who have provided accurate and current contact information (mailing address, fax number, e-mail address) to the Division of Purchasing, may request a softcopy version of this RFP. Softcopy versions will be provided as a PDF file only.

2.19 Compliance with applicable laws

The Vendor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. Vendor shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order or decree, whether by himself or his employees.

Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same.

2.20 Exceptions to specifications

Vendors are cautioned that failure to submit the information as required may result in a determination that the Vendor's proposal is non-responsive to Proposal requirements. Any qualifying statements by the Vendor which effect change(s) to any Proposal requirements may be regarded as non-responsive. Consequently, the Vendor's eligibility for contract award may be jeopardized.

Therefore, Vendors are encouraged not to take exception to the City's terms, conditions or specifications. In the event that a Vendor wishes to take exception to any of the City's terms, conditions or specifications, such exceptions must be submitted with the Proposal and must cross reference the applicable Proposal page and section reference number.

2.21 Tax exempt status

The City of Jersey City is tax exempt.

2.22 Price quotes and price changes

The Vendor agrees that all prices quoted herein are to be considered fair and final and that no additional fees, late payment charges, shipping charges, surcharges, state and federal taxes or other increases shall be placed upon the products or services that are provided during the term of this agreement. In the event of a Manufacturer's or Vendor's price decrease during the contract period, the City shall receive the full benefit of such price reduction. The Business Administrator or his designee must be notified in writing of any price reduction within five (5) working days of the effective date. Failure to report price reductions may result in cancellation of the contract for cause.

2.23 Intent of contract documents

Under these specifications and the contract which will be based thereon, it is proposed that the Vendor shall furnish all materials, equipment, tools, labor and supervision necessary to complete the work upon which he proposes in strict accordance with the plans and specifications.

The intent of the contract documents is to obtain a complete job, satisfactory to the City. It shall be understood that the Vendor has satisfied himself as to the full requirements of the contract documents and has based his Proposal upon such understanding.

2.24 Familiarity with work

It is the obligation of the Vendor to ascertain for himself all the facts concerning conditions to be found at the location(s) of the Project including all physical characteristics, to read the RFP thoroughly and completely, to consider fully these and all other matters which can in any way affect the work under the contract and to make the necessary investigations relating thereto, and he agrees to this obligation in the signing of the contract. The City assumes no responsibility whatsoever with respect to ascertaining for the Vendor such facts concerning physical characteristics at the site(s) of the Project. The Vendor agrees that he will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the contract, on his part, or of any failure to fully acquaint himself with all conditions relating to the work.

2.25 Causes for Rejection

Proposals from Vendors who are found to be unqualified and Proposals not accompanied by all required and properly completed Proposal documents shall be rejected. In addition, causes for rejection of Proposals may include, but not be limited to, the following:

- a) If prices are obviously unbalanced;
- b) The Vendor is determined to possess prior negative experience, pursuant to N.J.S.A. 40A:11-4b;

- c) If the Acting Director of Purchasing, at his sole discretion, deems it advisable to do so in the best interest of the City of Jersey City;
- d) If conditions, limitations or provisions are attached by a Vendor to his Proposal, if Proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed;
- e) If the Vendor does not own sufficient or satisfactory equipment to perform the work, or if the Vendor does not have sufficient staffing resources to perform the work;
- f) The submission by the Vendor of false information as to its years of experience shall result in the automatic rejection of the Proposal;
- g) Where a Proposal is extremely inconsistent with the industry's standards, such Proposal shall be considered irresponsible and the City shall reject such Proposal. The determination as to the industry standards shall be made by the Acting Director of Purchasing and shall be kept on file by the Acting Director of Purchasing;
- h) If more than one Proposal is received from an individual, firm or partnership, corporation or association under the same name;
- i) Multiple Proposals from an agent representing competing Vendors.

2.26 Single contract award

This contract, if awarded, will be awarded to a single Vendor or business entity that will be considered the prime Contractor. Payments will only be made to this Vendor. Vendors should therefore review Section 3.7 and ensure that their respective subcontractors and/or business partners meet the requirements specified. It is not the City's responsibility to manage Vendors' internal agreements.

2.27 Non-submission of Proposal

In keeping with the City's policy of evaluating and updating Purchasing procedures, it is requested that vendors who do not submit proposals, complete and return the "Non-Submission of Proposal" form contained in Section 10 of this document.

SECTION 3: CONTRACT SPECIFICATIONS

3.1 General

The Municipal Council will either authorize the award of the contract or reject all Proposals received within sixty (60) days after the formal opening of Proposals except that the Proposals of any Vendors who consent thereto, may, at the request of the City, be held for consideration for

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such longer period as may be agreed. The acceptance of a Proposal will be a notice in writing signed by the Acting Director of Purchasing and no other act shall constitute the acceptance of a Proposal.

3.2 Non-appropriation of funds

Contract may be terminated in the event of non-appropriation of funds with no penalty.

3.3 Single point of contact/Account representative

Vendor must provide name, telephone and resume of government account representative who will be the City's single point of contact and describe company support available to said contact.

3.4 Late payment penalty

The City of Jersey City will allow a penalty for late payment only after 30 days of receipt of invoices.

3.5 Down payment/Security deposit

City of Jersey City will not pay any down payment or security deposit.

3.6 Term of contract

This contract will be awarded for a term of one (1) year, with the option to renew for two (2) additional one (1) year terms with no price increases.

3.7 Subcontracting

The Vendor shall agree not to assign, subcontract or transfer any part of this contract without the prior written consent of the City.

The Vendor awarded this contract shall be considered the prime Contractor who will be the sole point of contact with regard to contractual matters and the prime Contractor will be required to assume sole responsibility for the delivery of goods and services stipulated in the Proposal. Payment will be made only to the prime Contractor.

The prime Contractor is responsible for assuring subcontractor compliance with all terms and conditions of this Proposal. The prime Contractor will assume sole responsibility for any payments due the subcontractor(s) under this contract.

If any part of the work is to be subcontracted as part of the proposal, the City reserves the right to reject the proposed subcontractor and/or modify both the work to be subcontracted and the proposed agreement. The requirements as outlined in this Proposal for the prime Contractor also

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apply to any subcontractors. All contractual agreements must be approved in advance by the City's Business Administrator or his designee. Any proposed changes in approved subcontractors during the term of the contract require the prior approval of the Business Administrator or his designee.

The Vendor will supply the following detailed information concerning any subcontractors proposed to be used during the term of the contract:

- a) Name and Address of subcontractor(s).
- b) Detailed description of goods and services to be provided by each subcontractor.
- c) Detailed resumes for subcontractor personnel assigned to the project that demonstrate the individual(s) knowledge, ability and experience as it relates to your proposal.
- d) Documented experience of the subcontractor in successfully performing work on contracts of a similar size and scope to that required by this Proposal.
- e) Copies of business registration certificates (BRC) for all subcontractors

3.8 Disputes

The City and Vendor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both, or extra work, or claims for additional compensation or claims for alleged breach of contract, the parties agree to the following:

- a) All such disputes shall be reported to the Business Administrator or his designee within 48 hours of commencement of such dispute. Vendor shall submit a detailed claim with such specificity to provide the Business Administrator with an intelligent basis for resolving the dispute.
- b) Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within 48 hours of its commencement, the claim will be considered only for a period commencing 48 hours prior to the receipt by the City of notice thereof.
- c) Each decision by the Business Administrator will be in writing and will be mailed to the Vendor by registered or certified mail, return receipt requested, directed to his last known address.

- d) If the Vendor does not agree with a decision of the Business Administrator, he shall in no case allow the dispute to delay the work, but shall notify the City promptly that he is proceeding with the work under protest.
- e) In the event of disputes involving non-monetary issues, the Business Administrator's decision shall prevail. The Business Administrator, in his decision, may conduct such fact finding as he deems necessary in order to resolve the decision.

3.9 Termination for cause

Whenever the City determines that the successful Vendor for the contract is unable to provide adequate services to the City due to the inability of the Vendor to meet the demands of said contract, the City reserves the right to terminate the contract.

If the Vendor shall fail to fulfill in a timely and proper manner its obligations under this agreement, then the Business Administrator shall thereupon have the right to terminate this agreement by giving written notice to the Vendor specifying the effective date of such termination.

The City has the right to declare the vendor in default under the following circumstances:

- a) If the work to be done under this contract is abandoned.
- b) If the Vendor assigns or sublets the work otherwise than as specified.
- c) If the Vendor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the City with respect to the work.
- d) If the Vendor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- e) If the Vendor violates any of the provisions of this contract or shall not perform the same in good faith.

Any violations of these RFP specifications shall render the Vendor non-compliant and shall be legal grounds for contract cancellation.

The Vendor shall be liable for any and all property loss suffered by or occasioned to the City due to negligence of the Vendor during the term of the contract, which shall be legal grounds for cancellation of the contract.

3.10 Time for Executing Contract

Any Vendor whose Proposal is accepted will be required to execute four (4) copies of the Contract and furnish satisfactory Certificates of Insurance to the City within ten (10) working days after notice of acceptance or prior to the execution of the Contract by the City.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City. Any work started or materials delivered prior to said execution of Contract shall be at the Vendor's risk.

3.11 Acquisition, Merger, Sale and/or transfer of business, etc.

It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party.

In this event, the new Owner(s) will be required to submit all documentation/legal instruments that were required in the original Proposal/contract. Any change shall be approved by the City.

3.12 Payment

No payment will be made unless duly authorized by the City's authorized representative and accompanied by proper documentation.

Payment will be made in accordance with the City's policy and procedures.

Payment of claims are approved by the City Council at its regular meetings, the 2nd and 4th Wednesday of each month.

3.13 Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provisions is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall be physically amended to make such insertion.

SECTION 4: WRITTEN PROPOSAL FORMAT

Proposals must address all information requested in this RFP. Proposals which in the judgment of the City fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

4.1 Mandatory content

Each proposal submitted must contain the 15 sections described below:

- Title Page
- Table of Contents
- Executive Summary
- Background
- Scope
- Objectives
- Project Approach
- Project Organization
- Project Workplan (including project organization, critical success factors and risks)
- Key Dates & Deliverables
- The City of Jersey City Responsibilities
- Staffing
- Assumptions
- Timing & Fees
- Appendices/Other

The information requested by the sectional format described above is further defined.

4.1.1 Title Page

The proposal should include a title page, which identifies the project; the Vendor's Firm, name of the Vendor's primary contact, address, telephone number, fax number and email address.

4.1.2 Table of Contents

The Vendor's proposal should include a Table of Contents, which lists the titles and page numbers for each major topic and sub-topic contained in the proposal.

4.1.3 Executive Summary

This section should include a summary of the key points and highlights of the Vendor's response and should discuss the pricing contained in the proposal.

4.1.4 Background

In this section of the proposal, the Vendor should review their understanding of the business drivers behind the City of Jersey City strategy.

4.1.5 Scope

In this section of the proposal, the Vendor should state what they believe to be the scope of the intended project within the City of Jersey City. If there are any gaps between what the Vendor believes should be the proper scope of the solution given all information known at the time of this RFP, the Vendor should clearly state these gaps in this section and clearly mark these concerns as such.

4.1.6 Objectives

In this section of the proposal, the Vendor should state what they believe to be primary objectives for each element of the plan. Vendors may choose to offer suggestions to the City of Jersey City on how objectives for this type and size of a phased project should be measured throughout the life of the implementation, to ensure success in delivery of every business priority.

4.1.7 Project Approach

A general discussion of the approach the Vendor is proposing should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be described in this section and tie directly or be referenced directly to deliverables in the workplan. Additionally, Vendors should highlight any risks they deem to be significant enough in nature, which could result in any priority specification within the project that would not be delivered on time, and on budget.

4.1.8 Project Organization

The Vendor should detail in this section, the organizational structure it believes necessary to accomplish each phase of the project within the desired timeframe and budget. Each phase's organization should consider both Vendor and the City of Jersey City resources. Support of, and utilization of Minority and Women Owned Business Enterprises, consistent with the City of Jersey City policies, should be described.

Minimum qualifications for each role should be identified. In addition, the time commitment (both percentage and number of hours) for each resource should be clearly stated.

4.1.9 Project Plan

A general discussion of the approach the Vendor is proposing should be contained in this section. This should include detail of all assumptions being made to accomplish the desired approach. A discussion of the high level tasks and key milestones should be described in this section and tie directly or be referenced directly to deliverables in the workplan.

Vendors should highlight any risks they deem to be significant enough in nature, which could result in any priority specification within the project that would not be delivered on time, and on budget.

Additionally, the project plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this project. The City of Jersey City realizes that each Vendor brings its own methodology and work plan.

4.1.10 Key Dates & Deliverables

This section should present a summary of key dates, milestones and associated deliverables found in the work plan. A description of what the City of Jersey City should expect to see and/or receive on the associated date should be described and/or presented as examples.

4.1.11 Jersey City Responsibilities

In this section, the Vendor should clearly describe any assumptions relating to the responsibilities and/or commitments the Vendor is expecting of the City of Jersey City throughout the life of this project.

4.1.12 Assumptions

In this section, the Vendor should clearly describe any assumptions relating to the responsibilities and/or commitments the Vendor is expecting of the City of Jersey City throughout the life of this project, as well as any assumptions being made relating to any part of the proposal or project strategy.

4.1.13 Staffing

A discussion of the project team that will be utilized should be contained in this section. The City of Jersey City requests that as part of the discussion here, the Vendor state exactly the role the proposed Vendor team member will assume on each phase and detail the qualifications for the role that the team member possesses.

4.1.14 Timing and Fees

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In this section, please describe the timing and associated fees the Vendor is proposing for the implementation. Vendors should be sure to include all expenses associated with delivery, in addition to professional fees.

It is important to note that pursuant to N.J.S.A 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Therefore, any proposals which specify payment upon contract signing will be deemed unresponsive and rejected.

Proposals shall be on a fixed fee basis only. Fees shall not be, in whole or in part, contingent on any other factors, such as shared savings, commissions, or percentages of project costs, nor shall fees be on an hourly basis or rate schedule basis.

This contract will be awarded for a term of one (1) year, with the option to renew for two (2) additional one (1) year terms with no price increases.

The City of Jersey City requires pricing to be submitted for unlimited calling. Proposals which include per-call charges, or charges for calls exceeding certain maximums will not be considered.

4.1.15 Appendices/Other

This section should include at minimum: Vendor qualifications, references and resumes. If vendors feel that other materials are necessary (such as promotional literature, white papers, etc) they should provide them in a separate document clearly labeled "Additional Materials" in order to adhere to the 30 page maximum guideline for proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation.

4.2 Required forms

Section 10 contains forms which are required to be submitted with each proposal. These forms are statutory and/or administrative in nature and for the most part, self-explanatory.

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SECTION 5: PROJECT OBJECTIVES

N.J.S.A. 40A:11-4.1 *et seq* of the Local Public Contracts Law (Purposes for which competitive contracting may be used by local units) authorizes the use of competitive contracting to award a contract for the operation, management or administration of data processing services as well as the purchase or licensing of proprietary computer software for contracting unit purposes.

5.1 Overall Goals

The City of Jersey City is seeking proposals for a fully hosted, time-sensitive mass notification system for community alerts. The system will allow community leaders to communicate important information Citywide or to targeted populations within minutes.

5.2 Uses of Mass Notification System - Emergency notifications

The City of Jersey City Office of Emergency Management intends to use the system for a variety of notifications, including but not limited to:

- Severe weather
- Flooding
- Fires
- Chemical spills
- Traffic issues
- Terrorism
- Water supply issues

5.3 Uses of Mass Notification System - Non-Emergency notifications

The City of Jersey City may also utilize the system for non-emergency notifications, including but not limited to:

- Festivals and other cultural affairs
- Public meetings
- Filing deadline reminders (e.g., senior citizen/veterans deductions)

5.4 Unlimited calling

Because of the variety of emergency and non-emergency calls which the City intends, the City of Jersey City requires pricing to be submitted for unlimited calling. Proposals which include per-call charges, or charges for calls exceeding certain maximums will not be considered.

SECTION 6: SCOPE OF SERVICES

6.1 General

Vendor will provide a fully hosted, time-sensitive mass notification system for community alerts. The system will allow community leaders to communicate important information to all stakeholders within minutes. The City will not entertain any system that requires the purchase or installation of any hardware, software, or phone lines, whether onsite or offsite. Specific technical requirements appear below:

6.1.1 Call Send Process

- Must be user friendly
- Must permit both emergency and non-emergency messages to be sent
- Must work from any computer with an Internet connection.
- Must offer a method of sending calls in situations where the client has no electricity and no internet access. This method must be simple, secure, and not require operator intervention.
- Must allow selection of Citywide recipients or user-defined, targeted groups
- Must offer a call authorization process
- Must allow users to create and save messages prior to confirmation/sending
- Must be available 24/7/365
- Must be available via a number of channels, including but not limited to internet, IVR, or mobile device (e.g., Blackberry, etc)

6.1.2 Capacity and Reliability

- Vendor must state capacity for voice messages (i.e., number of 60-second voice calls per hour able to be sent)
- Vendor must state what percentage of its voice capacity is used on a daily basis, and provide the company's commitment to scaling the capacity as clients' needs grow.
- Vendor must provide the highest volume of voice messages delivered to unique phone numbers exclusively through its ASP application on behalf of its clients within a 3 day "event" period. Do not include the number of calls that clients send through client-owned hardware, and do not include messages via e-mail accounts or SMS.
- Vendor must also provide capacity for e-mail and text messages, and whether text messages are sent via SMPP or SMTP.
- Vendor should discuss how it addresses "last mile" delivery congestion issues.
- Vendor should describe system redundancies which exist to ensure call delivery, such as telecommunications providers, parallel delivery streams.
- Vendor should provide evidence of actual experience in successful call delivery during times of highly impacted capacity (e.g., hurricane, flood, tornado, ice, or snow storm).
- Vendor should provide the following information for clients similar in size and scope to Jersey City (population: 240,005, geographic size: 14.6 sq mi):

- a. How many calls have those clients made in the past 12 months?
- b. How many events have caused those clients to create a messages in the past 12 months?
- c. Describe the top 5 incidents (ranked in call volume) which caused those clients to send messages.
- d. Provide client reference contact information (municipality name, contact name, contact email address).

6.1.3 Delivery Channels and language support

- System must be able to send voice messages to multiple types of devices including but not limited to: landline phone, cell phone
- System must be able to send text messages to multiple devices/channels, including but not limited to: e-mail, TTY, PDAs, SMS, fax, etc.
- Vendor must demonstrate support for multiple languages depending on information from a contact record and automatically deliver the messages in the appropriate language
- Vendor must describe specific languages supported
- System must offer a text-to-text language translation.
- Vendor must describe measures in place to ensure accuracy of translated messages
- System must be able to record and archive messages for future delivery. State how far in advance of delivery users can record and store messages.
- System must offer the ability to deliver messages in the user's own voice and text-to-speech, or a combination of the two.
- System must have a toll-free phone number that a recipient can call to hear the messages that they have received.
- System must allow an unlimited number of groups and subgroups to be created.

6.1.4 Security

- Vendor must demonstrate state-of-the art system security, including, but not limited to, a description of company policies and procedures to ensure both physical system security and data transmission security.
- Vendor must provide a description of their policy regarding storage, retention, and distribution of data. The provider must possess and state the company non-release policy for data.
- Vendor must provide results of most recent third party security audit.
- Vendor should explain internal company protocols regarding the handling of client data.
- Vendor should employ a dedicated CISSP-certified security manager
- Vendor must describe policies and procedures in place to protect privacy of subscriber information

6.1.5 Redundancy

- Vendor must provide a zero-single-point-of-failure system through utilization of multiple telecommunications providers, multiple servers across multiple power grids, multiple streams of communication (e.g. VoIP, PSTN, e-mail), and customer service staff located across multiple regions.
- Vendor should describe its data backup policy and utilize mirrored server sites for backup.
- Vendor must provide business continuity plan which allows failover to a primary disaster site with equal capability as the primary site, and additional data recovery sites. The provider must state its recovery time for complete failover.
- Vendor must describe their ongoing maintenance and system testing procedures.
- Vendor must provide results of most recent disaster recovery testing

6.1.6 Reporting

- System must provide on-line reports documenting results of notification results as well as other reports, such as monthly usage
- Vendor must provide samples of all standard reports produced by application
- System must permit creation of ad hoc reports on user-selected criteria

6.1.7 Other features

- The system must be pre-loaded with municipality-specific scripts for tests, alerts, and other anticipated events.
- The system must allow users to target recipients using a map interface which does not require a software license. A non-ESRI professional must be able to initiate geo-targeted messages.
- The system must allow users to target recipients using, at a minimum:
 - a. Radius
 - b. ZIP code
 - c. Free-form polygon
 - d. GIS-generated boundary file.
- The system must be capable of generating and posting messages that adhere to the Common Alert Protocol (CAP)
- System must have ability to upload user data in a variety of formats (e.g., CSV, ASCII text, etc)

6.2 Implementation

The vendor must provide implementation services with a timeline and a project plan from contract award through user training with clearly identified roles and responsibilities for both provider and client. The system must be operational within 30 days of the date the contract is

awarded.

6.3 Training

The Vendor must provide a detailed training plan for all users, including re-training, and new user training. All training must be provided at OEM Headquarters in Jersey City, NJ.

6.4 Support

The Vendor must provide unlimited 24/7/365 user and technical support for all users through a toll-free phone number at no additional cost.

Vendor must provide support response time for all issues, at all times of day or night.

The provider's customer support personnel must be full-time, company-employed customer service professionals located in the United States.

Providers must provide assurance that they do not outsource customer support to either domestic or international call centers.

6.5 Data Collection and Community Outreach

- Vendor must provide commercially available residential and business phone numbers and disclose where those numbers are generated from, how frequently they are updated, and whether any fees are associated with updates.
- Vendor must provide a client-specific (i.e., incorporating the City's official website private labeling - www.jerseycitynj.gov) website for additional data collection:
 - a. The website must allow for selection of the language in which the resident or business would like to receive messages and the addition of secondary phone contact numbers and email addresses.
 - b. The website must have a built-in method to ensure that the data has been entered by a person and not computer-generated by a "bot."
 - c. The entire website, including Terms & Conditions, must be translated into Spanish and other languages at City's request
 - d. The website must have the capability to add custom text as needed.
- Vendor must describe data collection and customization capability (e.g., number of addresses/channels allowed per subscriber, standard fields, user defined fields)

Vendor must provide assistance to City in publicizing the notification system and subscribing members of the public. Proposals which demonstrate prior experience in these activities will be favorably reviewed.

The provider must provide notification to SMS recipients that their wireless provider may charge

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them a fee. They must provide an "opt-out" process for these recipients to avoid such fees.

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SECTION 7: PROPOSAL EVALUATION

The City's objective in soliciting Proposals is to enable it to select a Vendor that will provide high quality and cost effective services to the citizens of Jersey City. The City will consider Proposals only from Vendors that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services to the citizens of the City in the manner described in this RFP.

7.1 Evaluation methodology

Proposals will be evaluated based on Vendors' written responses to this RFP and, for selected vendors, an oral presentation/demo. Each evaluator will score the written proposals and rank the vendors.

7.2 Written response evaluation

There will be seven broad criteria by which proposals will be evaluated. Each criterion will bear a certain weight, and the extent to which the criterion is met or exceeded will be determined by the committee. The written response will be worth 100 points as indicated below.

a. Required Format: 15 points

The committee will determine the extent to which the proposal includes the required sections (Title page, Table of contents, etc). One (1) point will be awarded for each section.

b. Compliance with technical requirements: 35 points

The committee will determine the extent to which the proposal meets the City's technical requirements as described in the "Scope of Services" section of this RFP. Five (5) points for each set of requirements:

- Call Send Process
- Capacity and Reliability
- Delivery channels and language support
- Security
- Redundancy
- Reporting
- Other features

c. Prior experience on similar projects: 5 points

Provider must have five years or more sending messages as a fully-hosted Application Service Provider (ASP) (a.k.a. Software as a Service (SaaS)). Provider must demonstrate extensive experience in delivery of time-sensitive, mass notifications (i.e., not campaign calls or debt-collection calls). Vendors should provide current delivery volume counts per month and in the past year through their existing hosted solution. Provider must demonstrate extensive, proven experience with public-sector client sites in the United States. All clients included must be current paying clients who send mass, time-sensitive notifications within small geographic regions (i.e. municipality or school district)

Proposals should include documentation (including references) of successful projects in organizations of similar size and complexity. Consultant should document:

- List/references of comparably sized and diverse municipalities with prior 12 months delivery volume (by client)
- Proof of company financial stability with demonstrated revenue for a minimum five (5) years generated from a full ASP service and adequate staffing to support client base.

d. Appropriateness and timeliness of proposed methodology: 5 points

The committee will evaluate the extent to which the Vendor's proposed methodology (Project Approach, Project Organization, and Project Workplan) meet the objectives described in Section 5 of this document. Proposals featuring well-defined and aggressive time frames for completion will be viewed more favorably

e. Personnel assigned: 5 points

Consultant should provide background and qualifications on key members of its project team including but not limited to Project manager and Technical staff.

g. Cost: 20 points

Vendor must present a plan for unlimited calling, text messaging and emailing to the City's residents, businesses, and staff. The provider must outline all additional fees, if any, for implementation, support, training, maintenance, software licenses, phone data provision and updates, and any other costs.

The winning proposal will not necessarily be that with the lowest cost, but that which provides the greatest value to the city. Proposals which provide detailed breakdowns will be viewed more favorably.

- Detailed breakdown provided (10 points)

- Pricing appropriate to project (10 points)

h. Commitment to diversity: 5 points

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE), and/or Locally Owned Business Enterprises consistent with the City of Jersey City policies, should be described.

7.3 Written response evaluation

For each of the above written response criteria, the committee will determine the extent to which the requirements are fulfilled. This will be scored from 0 to 2, as follows:

- 0 No requirements met
- 1 Some or most requirements met
- 2 All requirements met or exceeded

Each criterion will be weighted by the extent to which the requirements are met and the resultant scores totaled, with 180 being the highest possible score. Each evaluator will then rank the Vendors by total score.

7.4 Oral Presentation/Demo Guidelines

Based on the results of the written evaluations, the 3 vendors with the highest scores will be invited to make an oral presentation/demonstration to the evaluation committee. The oral presentation will be worth a total of 10 points:

- Demonstration of system (5 points)
- Committee Q&A (5 points)

Oral presentations will be evaluated using the same (0, 1, 2) scoring as used for written presentations.

7.5 Final evaluation and report of committee

Based on the written responses and presentation/demo, each evaluator will rank the finalists. The Vendor whose proposal is ranked highest among the greatest number of evaluators will be selected for the project. The highest possible score will be 200.

The Committee will prepare a report listing the names of all Vendors who submitted proposals, summarizing each proposal, ranking Vendors in order of evaluation, recommending the selection of a Vendor, and detailing the reasons why the Vendor was selected.

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7.6 Contract award

A contract will be awarded pursuant to N.J.S.A. 40A:11-4.1 *et seq.* and N.J.A.C. 5:34-4.1 *et seq.* (Competitive Contracting Law and Regulations). The Municipal Council will vote to accept the proposal of a Consultant within 60 days of the receipt of proposals, except that the proposals of any Consultants who consent thereto, may, at the request of the City, be held for consideration for such longer period as may be agreed.

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SECTION 8: PROPOSAL SUBMISSION REQUIREMENTS

The following are general terms and conditions which may or may not be explained elsewhere in this RFP.

8.1 Number of copies

Vendors must submit one signed original and at least 7 copies of their Proposal of which 1 must be unbound (for photocopying purposes).

8.2 Proposal media

Proposals forwarded by facsimile or e-mail will not be accepted, however Vendors may alternately submit one signed original and 1 softcopy version (PDF only) on CD.

Please note that the City will not be responsible for CDs or softcopy files which cannot be opened, and that this may be grounds for rejection.

Responses should be complete and comprehensive. Elaborate bindings or literature are not necessary, but all documentation must be clear and legible. Poor quality copies of materials may be rejected.

8.3 Proposal format

To facilitate a timely and comprehensive evaluation of all submitted Proposals, it is essential that all Vendors adhere to the required response format. The City of Jersey City requires a standard format for all Proposals submitted to ensure that clear, concise and complete statements are available from each Vendor in response to requirements. The required format is detailed in Section 4.

The City of Jersey City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a Proposal contains conflicting information, the City of Jersey City at its option may either request clarification or may consider the information unresponsive.

8.4 Proposal length

The exact presentation and layout format of Proposals is up to the discretion of the Vendor, however a maximum length of 30 pages is strongly suggested. Each proposal and all required forms must be signed in ink by a person authorized to do so.

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SECTION 9: GENERAL TERMS AND CONDITIONS

The following are general terms and conditions which may or may not be explained elsewhere in this RFP

9.1 City's right to reject

The City reserves the right to reject any or all Proposals, if necessary, or to waive any informalities in the Proposals, and, unless otherwise specified by the Vendor, to accept any item, items or services in the Proposals should it be deemed in the best interest of the City.

9.2 Original/Authorized signatures

Each Proposal and all required forms must be signed in ink by a person authorized to do so and/or notarized as indicated.

9.3 Delivery of Proposals

Proposals may be hand delivered or mailed consistent with the provisions of the legal notice to Vendors. In the case of mailed Proposals, the City assumes no responsibility for Proposals received after the designated date and time and will return late Proposals unopened.

9.4 Equal Employment Opportunity/Affirmative Action requirements

Vendors are required to comply with the provisions of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 *et seq.* No firm may be issued a contract unless it complies with these affirmative action provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language for Goods, Professional Services and General Service Contracts, Exhibit A summarizes the full required regulatory text.

Goods and Services (including professional services) consultants/vendors 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:

- a. A photo copy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action programs (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 vendor, in accordance with N.J.A.C. 17:27-4.

The Vendor's attention is also called to Section 10 of this document which contains the required

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information and forms. For information on EEO/AA requirements and forms only, please contact:

Jean 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

9.5 Business Registration Certificate

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).

Vendors are required to comply with the requirements of P.L. 2004, c. 57 (Chapter 57) which include submitting a copy of their Business Registration Certificate (BRC), issued by the NJ Department of the Treasury. For more information on obtaining a BRC, see Section 10.

Please note that pursuant to N.J.S.A. 52:32-44(b)(1), N.J.S.A. 40A:1-23.2(f), and Local Finance Notice 2005-12, failure to submit a BRC with the Proposal is an incurable defect and will result in the mandatory rejection of the Proposal.

9.6 Clarification of specifications

Should any difference arise as to the meaning or intent of this specification, the City's Business Administrator's decision shall be final and conclusive.

9.7 Indemnification

The Vendor, if awarded the contract, agrees to protect, defend and save harmless the City against damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties by, or from, any of the acts of the vendor, its servants or agents.

9.8 Insurance requirements

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The Vendor shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General and Automobile Liability, and shall be subject to approval for adequacy of protection. Certificates of such insurance shall be provided the City when required. Insurance requirements are as follows:

- Comprehensive General Liability in the amount of \$2,000,000
- Workers Compensation in the statutory amount of \$100,000
- Automobile Liability in the amount of \$1,000,000
- Professional Liability in the amount of \$1,000,000

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the City as an additional insured.

Self-insured vendors shall submit an affidavit attesting to their self-insured coverage and shall name the City as an additional insured.

9.9 Termination

Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing 120 days written notice to the other party.

SECTION 10: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your proposal to facilitate Purchasing's review.

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RESPONDENT: _____

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized *		
B. Public Disclosure Statement *		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. MWBE Questionnaire		
F. Affirmative Action Compliance Notice		
G. Employee Information Report		
H. Business Registration Certificate *		
I. Exception sheet(s) (optional - see below)		
J. Non-submission of proposal (optional)		
K. Original signature(s) on all required forms.		

* Failure to include these documents with Proposal will result in automatic rejection of Proposal.

Please check one:

No exception to specifications

Exception sheet(s) attached to Proposal

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am _____

of the firm of _____

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

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

(Signature of Respondent) _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

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 Proposal or accompanying the Proposal 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

SIGNATURE : _____

TITLE: _____

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

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

**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.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices..The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27** .

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

Representative's Name/Title (Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ **Date:** _____

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.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability (continued)

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

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

Representative's Name/Title Print): _____

Representative's Signature: _____

Name of Company: _____

Tel. No.: _____ **Date:** _____.

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Vendors**

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

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

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

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.

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 Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

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

The successful consultant(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 consultant copy is retained by the consultant.

The undersigned consultant 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 consultant further understands that his/her Proposal 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: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Consultant must submit one of the following 3 documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (submitted to NJ State Dept of Treasury)

U.S. Department of Labor Employment Standards Administration
Office of Federal Contract
Compliance Program



Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018

February 27, 19__ Reply to the attention of:

President

Dear:

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973 or of 28 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director

Certification _____

VOID

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor has filed this information in an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____

VOID



State Treasurer

**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 consultant is to complete the employee information report form (AA302) and retain copy for the consultant's own files. The respondent 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

Instructions: 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.

If you have any questions on EEO/AA forms and/or requirements, please contact:

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@icnj.org

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.”

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR PLAIN JERSEY AND CHANGING SERVICE BUS INACTOR		COMMISSIONER OF REVENUE STATE OF NEW JERSEY
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIFF'S RESTAURATION	ISSUANCE DATE: 07/14/04
TAXPAYER IDENTIFICATION: 970-087-322508	REGISTRATION NUMBER: 97072	
ADDRESS: 847 ROEBLING AVE TRENTON, NJ 08611	ISSUANCE DATE: 07/14/04	
EXPIRES: 09/30/04	<i>J.P.S. Kelly</i>	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Employer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112853533	

EXCEPTION SHEET

Non-Submission of Proposal Form

In keeping with the City's policy of evaluating and updating Purchasing procedures, we request that RFP recipients who do not submit proposals, complete and return this form, indicating the reason(s) for not submitting a proposal.

Thank you in advance for your cooperation

PROJECT: Mass Notification System

Reason(s) for not submitting a proposal:

Name of Company: _____

Signature: _____ Title: _____

Please return this form to:

Peter Folgado
Acting Director of Purchasing
1 Journal Square Plaza, 2nd floor
Jersey City, NJ 07306

Appendix B: Evaluation Criteria Matrix

Reviewer: <enter name here>
 Vendor:

Rank: 5

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	0	0
Required Format	Table of Contents	1	0	0
Required Format	Executive Summary	1	0	0
Required Format	Background	1	0	0
Required Format	Scope	1	0	0
Required Format	Objectives	1	0	0
Required Format	Project Approach	1	0	0
Required Format	Project Organization	1	0	0
Required Format	Project Workplan	1	0	0
Required Format	Key Dates & Deliverables	1	0	0
Required Format	City Responsibility	1	0	0
Required Format	Staffing	1	0	0
Required Format	Assumptions	1	0	0
Required Format	Timing & Fees	1	0	0
Required Format	Appendices/Other	1	0	0
Compliance w/Technical	Call Send Process	5	0	0
Compliance w/Technical	Capacity and Reliability	5	0	0
Compliance w/Technical	Delivery Channels and language support	5	0	0
Compliance w/Technical	Security	5	0	0
Compliance w/Technical	Redundancy	5	0	0
Compliance w/Technical	Reporting	5	0	0
Compliance w/Technical	Other features	5	0	0
Prior experience	Reference list/contacts/financials	5	0	0
Proposed methodology	Appropriate/timely	5	0	0
Personnel assigned	Resumes/experience	5	0	0
Cost	Detailed breakdown provided	10	0	0
Cost	Pricing appropriate to project	10	0	0
Commitment to Diversity	Commitment to Diversity	5	0	0
Total Written Proposal		90		0
Oral Presentation	Demonstration	5	0	0
Oral Presentation	Committee Q&A	5	0	0
Total Oral Presentation		10		0
GRAND TOTAL		100		0

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Appendix C: Certifications of Non-Conflict of Interest



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Emergency Alert System

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

W. GREG KIERCE

Print Name

[Handwritten Signature]

Signature

4/6/10

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Emergency Alert System

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Ada Sanchez
Print Name

Ada Sanchez
Signature

4/6/10
Date

Note: The Local Government Ethics Law is N.J.S.A. 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.



**City of Jersey City
Certification of No Conflict of Interest
Competitive Contracting Evaluation: Emergency Alert System**

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law or the School Ethics Act, as appropriate, and that I do not have a conflict of interest with respect to the evaluation of this proposal (these proposals). I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

John Merce

Print Name

[Handwritten Signature]

Signature

2/6/10

Date

Note: The Local Government Ethics Law is N.J.S.A 40A:9-22.1 et seq and can be reviewed on the State of NJ Legislative Website at <http://www.njleg.state.nj.us/>. Click on "Statutes" and enter "40A:9-22.1" in the Search Box.

Appendix D: Detailed Evaluation Spreadsheets

Emergency Alert System

Kierce

	5	4	1	2	
	<u>BlackBd</u>	<u>CodeRed</u>	<u>C3</u>	<u>Everbridge</u>	<u>21st Century</u>
Title Page	2		2	2	1
Table of Contents	2		2	2	1
Executive Summary	2		2	2	1
Background	2	1	2	2	1
Scope	2	1	2	2	1
Objectives	2	1	2	2	1
Project Approach	2	1	2	2	1
Project Organization	2	1	2	2	1
Project Workplan	2	1	2	2	1
Key Dates & Deliverables	2	1	2	2	1
City Responsibility	2	1	2	1	1
Staffing	2	1	2	2	1
Assumptions	2	1	1	1	1
Timing & Fees	2	1	2	2	1
Appendices/Other	2	1	2	2	1
Call Send Process	0	5	10	10	5
Capacity and Reliability	0	5	10	10	5
Delivery Channels and language support	0	5	10	10	5
Security	0	5	10	10	5
Redundancy	0	5	10	10	5
Reporting	0	5	10	10	5
Other features	0	5	10	10	5
Reference list/contacts/financials	0	5	10	10	5
Appropriate/timely	0	5	10	10	5
Resumes/experience	0	5	10	10	5
Detailed breakdown provided	0	10	20	20	10
Pricing appropriate to project	0	10	20	20	10
Commitment to Diversity	0	5	10	10	5
Total Written Score	30	90	179	178	90
Total Oral Score	0	0	20	10	10
GRAND TOTAL	<u>30</u>	<u>90</u>	<u>199</u>	<u>188</u>	<u>100</u>
RANK	5	4	1	2	3

Reviewer:
Vendor:

Kierce
Blackboard Connect

Rank: 5

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	2	2
Required Format	Table of Contents	1	2	2
Required Format	Executive Summary	1	2	2
Required Format	Background	1	2	2
Required Format	Scope	1	2	2
Required Format	Objectives	1	2	2
Required Format	Project Approach	1	2	2
Required Format	Project Organization	1	2	2
Required Format	Project Workplan	1	2	2
Required Format	Key Dates & Deliverables	1	2	2
Required Format	City Responsibility	1	2	2
Required Format	Staffing	1	2	2
Required Format	Assumptions	1	2	2
Required Format	Timing & Fees	1	2	2
Required Format	Appendices/Other	1	2	2
Compliance w/Technical	Call Send Process	5	0	0
Compliance w/Technical	Capacity and Reliability	5	0	0
Compliance w/Technical	Delivery Channels and language support	5	0	0
Compliance w/Technical	Security	5	0	0
Compliance w/Technical	Redundancy	5	0	0
Compliance w/Technical	Reporting	5	0	0
Compliance w/Technical	Other features	5	0	0
Prior experience	Reference list/contacts/financials	5	0	0
Proposed methodology	Appropriate/timely	5	0	0
Personnel assigned	Resumes/experience	5	0	0
Cost	Detailed breakdown provided	10	0	0
Cost	Pricing appropriate to project	10	0	0
Commitment to Diversity	Commitment to Diversity	5	0	0
Total Written Proposal		90		30
Oral Presentation	Demonstration	5	0	0
Oral Presentation	Committee Q&A	5	0	0
Total Oral Presentation		10		0
GRAND TOTAL		100		30

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Reviewer:
Vendor:

Kierce
Code Red

Rank: 4

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	1	1
Required Format	Table of Contents	1	1	1
Required Format	Executive Summary	1	1	1
Required Format	Background	1	1	1
Required Format	Scope	1	1	1
Required Format	Objectives	1	1	1
Required Format	Project Approach	1	1	1
Required Format	Project Organization	1	1	1
Required Format	Project Workplan	1	1	1
Required Format	Key Dates & Deliverables	1	1	1
Required Format	City Responsibility	1	1	1
Required Format	Staffing	1	1	1
Required Format	Assumptions	1	1	1
Required Format	Timing & Fees	1	1	1
Required Format	Appendices/Other	1	1	1
Compliance w/Technical	Call Send Process	5	1	5
Compliance w/Technical	Capacity and Reliability	5	1	5
Compliance w/Technical	Delivery Channels and language support	5	1	5
Compliance w/Technical	Security	5	1	5
Compliance w/Technical	Redundancy	5	1	5
Compliance w/Technical	Reporting	5	1	5
Compliance w/Technical	Other features	5	1	5
Prior experience	Reference list/contacts/financials	5	1	5
Proposed methodology	Appropriate/timely	5	1	5
Personnel assigned	Resumes/experience	5	1	5
Cost	Detailed breakdown provided	10	1	10
Cost	Pricing appropriate to project	10	1	10
Commitment to Diversity	Commitment to Diversity	5	1	5
<u>Total Written Proposal</u>		<u>90</u>		<u>90</u>
Oral Presentation	Demonstration	5	0	0
Oral Presentation	Committee Q&A	5	0	0
<u>Total Oral Presentation</u>		<u>10</u>		<u>0</u>
GRAND TOTAL		<u>100</u>		<u>90</u>

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Reviewer:
Vendor:

Kierce
C3

Rank: 1

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	2	2
Required Format	Table of Contents	1	2	2
Required Format	Executive Summary	1	2	2
Required Format	Background	1	2	2
Required Format	Scope	1	2	2
Required Format	Objectives	1	2	2
Required Format	Project Approach	1	2	2
Required Format	Project Organization	1	2	2
Required Format	Project Workplan	1	2	2
Required Format	Key Dates & Deliverables	1	2	2
Required Format	City Responsibility	1	2	2
Required Format	Staffing	1	2	2
Required Format	Assumptions	1	1	1
Required Format	Timing & Fees	1	2	2
Required Format	Appendices/Other	1	2	2
Compliance w/Technical	Call Send Process	5	2	10
Compliance w/Technical	Capacity and Reliability	5	2	10
Compliance w/Technical	Delivery Channels and language support	5	2	10
Compliance w/Technical	Security	5	2	10
Compliance w/Technical	Redundancy	5	2	10
Compliance w/Technical	Reporting	5	2	10
Compliance w/Technical	Other features	5	2	10
Prior experience	Reference list/contacts/financials	5	2	10
Proposed methodology	Appropriate/timely	5	2	10
Personnel assigned	Resumes/experience	5	2	10
Cost	Detailed breakdown provided	10	2	20
Cost	Pricing appropriate to project	10	2	20
Commitment to Diversity	Commitment to Diversity	5	2	10
<u>Total Written Proposal</u>		90		179
Oral Presentation	Demonstration	5	2	10
Oral Presentation	Committee Q&A	5	2	10
<u>Total Oral Presentation</u>		10		20
GRAND TOTAL		100		199

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Reviewer:
Vendor:

Kierce
Everbridge

Rank: 5

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	2	2
Required Format	Table of Contents	1	2	2
Required Format	Executive Summary	1	2	2
Required Format	Background	1	2	2
Required Format	Scope	1	2	2
Required Format	Objectives	1	2	2
Required Format	Project Approach	1	2	2
Required Format	Project Organization	1	2	2
Required Format	Project Workplan	1	2	2
Required Format	Key Dates & Deliverables	1	2	2
Required Format	City Responsibility	1	1	1
Required Format	Staffing	1	2	2
Required Format	Assumptions	1	1	1
Required Format	Timing & Fees	1	2	2
Required Format	Appendices/Other	1	2	2
Compliance w/Technical	Call Send Process	5	2	10
Compliance w/Technical	Capacity and Reliability	5	2	10
Compliance w/Technical	Delivery Channels and language support	5	2	10
Compliance w/Technical	Security	5	2	10
Compliance w/Technical	Redundancy	5	2	10
Compliance w/Technical	Reporting	5	2	10
Compliance w/Technical	Other features	5	2	10
Prior experience	Reference list/contacts/financials	5	2	10
Proposed methodology	Appropriate/timely	5	2	10
Personnel assigned	Resumes/experience	5	2	10
Cost	Detailed breakdown provided	10	2	20
Cost	Pricing appropriate to project	10	2	20
Commitment to Diversity	Commitment to Diversity	5	2	10
Total Written Proposal		90		178
Oral Presentation	Demonstration	5	1	5
Oral Presentation	Committee Q&A	5	1	5
Total Oral Presentation		10		10
GRAND TOTAL		100		188

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Reviewer:
Vendor:

Kierce
21st Century

Rank: 5

Criteria	Specifics within criteria	Weight-	(0-2) *	Score
Required Format	Title Page	1	1	1
Required Format	Table of Contents	1	1	1
Required Format	Executive Summary	1	1	1
Required Format	Background	1	1	1
Required Format	Scope	1	1	1
Required Format	Objectives	1	1	1
Required Format	Project Approach	1	1	1
Required Format	Project Organization	1	1	1
Required Format	Project Workplan	1	1	1
Required Format	Key Dates & Deliverables	1	1	1
Required Format	City Responsibility	1	1	1
Required Format	Staffing	1	1	1
Required Format	Assumptions	1	1	1
Required Format	Timing & Fees	1	1	1
Required Format	Appendices/Other	1	1	1
Compliance w/Technical	Call Send Process	5	1	5
Compliance w/Technical	Capacity and Reliability	5	1	5
Compliance w/Technical	Delivery Channels and language sup	5	1	5
Compliance w/Technical	Security	5	1	5
Compliance w/Technical	Redundancy	5	1	5
Compliance w/Technical	Reporting	5	1	5
Compliance w/Technical	Other features	5	1	5
Prior experience	Reference list/contacts/financials	5	1	5
Proposed methodology	Appropriate/timely	5	1	5
Personnel assigned	Resumes/experience	5	1	5
Cost	Detailed breakdown provided	10	1	10
Cost	Pricing appropriate to project	10	1	10
Commitment to Diversity	Commitment to Diversity	5	1	5
<u>Total Written Proposal</u>		<u>90</u>		<u>90</u>
Oral Presentation	Demonstration	5	1	5
Oral Presentation	Committee Q&A	5	1	5
<u>Total Oral Presentation</u>		<u>10</u>		<u>10</u>
GRAND TOTAL		<u>100</u>		<u>100</u>

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Emergency Alert System

Colon-Sanchez

	5	4	1	2	
	BlackBd	CodeRed	C3	Everbridge	21st Century
Title Page	2		2	2	1
Table of Contents	2		2	2	1
Executive Summary	2		2	2	1
Background	2		2	2	1
Scope	2		2	2	1
Objectives	2		2	2	1
Project Approach	2		2	2	1
Project Organization	2		2	2	1
Project Workplan	2		2	2	1
Key Dates & Deliverables	2		2	2	1
City Responsibility	2		2	1	1
Staffing	2		2	2	1
Assumptions	2		1	1	1
Timing & Fees	2		2	2	1
Appendices/Other	2		2	2	1
Call Send Process	0	5	10	10	5
Capacity and Reliability	0	5	10	10	5
Delivery Channels and language support	0	5	10	10	5
Security	0	5	10	10	5
Redundancy	0	5	10	10	5
Reporting	0	5	10	10	5
Other features	0	5	10	10	5
Reference list/contacts/financials	0	5	10	10	5
Appropriate/timely	0	5	10	10	5
Resumes/experience	0	5	10	10	5
Detailed breakdown provided	0	10	20	20	10
Pricing appropriate to project	0	10	20	20	10
Commitment to Diversity	0	5	10	10	5
Total Written Score	30	90	179	178	90
Total Oral Score	0	0	20	10	10
GRAND TOTAL	30	90	199	188	100
RANK	5	4	1	2	3

Reviewer:
Vendor:

Colon-Sanchez
Blackboard Connect

Rank: 5

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	2	2
Required Format	Table of Contents	1	2	2
Required Format	Executive Summary	1	2	2
Required Format	Background	1	2	2
Required Format	Scope	1	2	2
Required Format	Objectives	1	2	2
Required Format	Project Approach	1	2	2
Required Format	Project Organization	1	2	2
Required Format	Project Workplan	1	2	2
Required Format	Key Dates & Deliverables	1	2	2
Required Format	City Responsibility	1	2	2
Required Format	Staffing	1	2	2
Required Format	Assumptions	1	2	2
Required Format	Timing & Fees	1	2	2
Required Format	Appendices/Other	1	2	2
Compliance w/Technical	Call Send Process	5	0	0
Compliance w/Technical	Capacity and Reliability	5	0	0
Compliance w/Technical	Delivery Channels and language support	5	0	0
Compliance w/Technical	Security	5	0	0
Compliance w/Technical	Redundancy	5	0	0
Compliance w/Technical	Reporting	5	0	0
Compliance w/Technical	Other features	5	0	0
Prior experience	Reference list/contacts/financials	5	0	0
Proposed methodology	Appropriate/timely	5	0	0
Personnel assigned	Resumes/experience	5	0	0
Cost	Detailed breakdown provided	10	0	0
Cost	Pricing appropriate to project	10	0	0
Commitment to Diversity	Commitment to Diversity	5	0	0
Total Written Proposal		90		30
Oral Presentation	Demonstration	5	0	0
Oral Presentation	Committee Q&A	5	0	0
Total Oral Presentation		10		0
GRAND TOTAL		100		30

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Reviewer:
Vendor:

Colon-Sanchez
Code Red

Rank: 4

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	1	1
Required Format	Table of Contents	1	1	1
Required Format	Executive Summary	1	1	1
Required Format	Background	1	1	1
Required Format	Scope	1	1	1
Required Format	Objectives	1	1	1
Required Format	Project Approach	1	1	1
Required Format	Project Organization	1	1	1
Required Format	Project Workplan	1	1	1
Required Format	Key Dates & Deliverables	1	1	1
Required Format	City Responsibility	1	1	1
Required Format	Staffing	1	1	1
Required Format	Assumptions	1	1	1
Required Format	Timing & Fees	1	1	1
Required Format	Appendices/Other	1	1	1
Compliance w/Technical	Call Send Process	5	1	5
Compliance w/Technical	Capacity and Reliability	5	1	5
Compliance w/Technical	Delivery Channels and language support	5	1	5
Compliance w/Technical	Security	5	1	5
Compliance w/Technical	Redundancy	5	1	5
Compliance w/Technical	Reporting	5	1	5
Compliance w/Technical	Other features	5	1	5
Prior experience	Reference list/contacts/financials	5	1	5
Proposed methodology	Appropriate/timely	5	1	5
Personnel assigned	Resumes/experience	5	1	5
Cost	Detailed breakdown provided	10	1	10
Cost	Pricing appropriate to project	10	1	10
Commitment to Diversity	Commitment to Diversity	5	1	5
Total Written Proposal		90		90
Oral Presentation	Demonstration	5	0	0
Oral Presentation	Committee Q&A	5	0	0
Total Oral Presentation		10		0
GRAND TOTAL		100		90

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Reviewer:
Vendor:

Colon-Sanchez
C3

Rank: 1

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	2	2
Required Format	Table of Contents	1	2	2
Required Format	Executive Summary	1	2	2
Required Format	Background	1	2	2
Required Format	Scope	1	2	2
Required Format	Objectives	1	2	2
Required Format	Project Approach	1	2	2
Required Format	Project Organization	1	2	2
Required Format	Project Workplan	1	2	2
Required Format	Key Dates & Deliverables	1	2	2
Required Format	City Responsibility	1	2	2
Required Format	Staffing	1	2	2
Required Format	Assumptions	1	1	1
Required Format	Timing & Fees	1	2	2
Required Format	Appendices/Other	1	2	2
Compliance w/Technical	Call Send Process	5	2	10
Compliance w/Technical	Capacity and Reliability	5	2	10
Compliance w/Technical	Delivery Channels and language support	5	2	10
Compliance w/Technical	Security	5	2	10
Compliance w/Technical	Redundancy	5	2	10
Compliance w/Technical	Reporting	5	2	10
Compliance w/Technical	Other features	5	2	10
Prior experience	Reference list/contacts/financials	5	2	10
Proposed methodology	Appropriate/timely	5	2	10
Personnel assigned	Resumes/experience	5	2	10
Cost	Detailed breakdown provided	10	2	20
Cost	Pricing appropriate to project	10	2	20
Commitment to Diversity	Commitment to Diversity	5	2	10
Total Written Proposal		90		179
Oral Presentation	Demonstration	5	2	10
Oral Presentation	Committee Q&A	5	2	10
Total Oral Presentation		10		20
GRAND TOTAL		100		199

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Reviewer:
Vendor:

Colon-Sanchez
Everbridge

Rank: 5

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	2	2
Required Format	Table of Contents	1	2	2
Required Format	Executive Summary	1	2	2
Required Format	Background	1	2	2
Required Format	Scope	1	2	2
Required Format	Objectives	1	2	2
Required Format	Project Approach	1	2	2
Required Format	Project Organization	1	2	2
Required Format	Project Workplan	1	2	2
Required Format	Key Dates & Deliverables	1	2	2
Required Format	City Responsibility	1	1	1
Required Format	Staffing	1	2	2
Required Format	Assumptions	1	1	1
Required Format	Timing & Fees	1	2	2
Required Format	Appendices/Other	1	2	2
Compliance w/Technical	Call Send Process	5	2	10
Compliance w/Technical	Capacity and Reliability	5	2	10
Compliance w/Technical	Delivery Channels and language support	5	2	10
Compliance w/Technical	Security	5	2	10
Compliance w/Technical	Redundancy	5	2	10
Compliance w/Technical	Reporting	5	2	10
Compliance w/Technical	Other features	5	2	10
Prior experience	Reference list/contacts/financials	5	2	10
Proposed methodology	Appropriate/timely	5	2	10
Personnel assigned	Resumes/experience	5	2	10
Cost	Detailed breakdown provided	10	2	20
Cost	Pricing appropriate to project	10	2	20
Commitment to Diversity	Commitment to Diversity	5	2	10
Total Written Proposal		90		178
Oral Presentation	Demonstration	5	1	5
Oral Presentation	Committee Q&A	5	1	5
Total Oral Presentation		10		10
GRAND TOTAL		100		188

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Emergency Alert System

John Mercer

	5	4	2	1	
	<u>BlackBd</u>	<u>CodeRed</u>	<u>C3</u>	<u>Everbridge</u>	<u>21st Century</u>
Title Page	2	2	2	2	2
Table of Contents	2	2	2	2	2
Executive Summary	2	2	2	2	2
Background	2	2	2	2	2
Scope	2	2	2	2	2
Objectives	2	2	2	2	2
Project Approach	2	2	2	2	2
Project Organization	2	2	2	2	2
Project Workplan	2	2	2	2	2
Key Dates & Deliverables	2	2	2	2	2
City Responsibility	2	2	2	2	2
Staffing	2	2	2	2	2
Assumptions	2	2	2	2	2
Timing & Fees	2	2	2	2	2
Appendices/Other	2	2	2	2	2
Call Send Process	0	10	10	10	10
Capacity and Reliability	0	0	10	5	10
Delivery Channels and language support	0	5	10	10	5
Security	0	0	10	10	10
Redundancy	0	10	10	10	10
Reporting	0	10	10	10	10
Other features	0	10	10	10	10
Reference list/contacts/financials	0	10	5	10	10
Appropriate/timely	0	5	10	10	10
Resumes/experience	0	5	10	10	5
Detailed breakdown provided	0	10	20	20	10
Pricing appropriate to project	10	10	20	20	10
Commitment to Diversity	0	0	10	10	0
Total Written Score	40	115	175	175	140
Total Oral Score	0	0	10	20	0
GRAND TOTAL	40	115	185	195	140
RANK	5	4	2	1	3

Reviewer:
Vendor:

John Mercer
Blackboard Connect

Rank: 5

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	2	2
Required Format	Table of Contents	1	2	2
Required Format	Executive Summary	1	2	2
Required Format	Background	1	2	2
Required Format	Scope	1	2	2
Required Format	Objectives	1	2	2
Required Format	Project Approach	1	2	2
Required Format	Project Organization	1	2	2
Required Format	Project Workplan	1	2	2
Required Format	Key Dates & Deliverables	1	2	2
Required Format	City Responsibility	1	2	2
Required Format	Staffing	1	2	2
Required Format	Assumptions	1	2	2
Required Format	Timing & Fees	1	2	2
Required Format	Appendices/Other	1	2	2
Compliance w/Technical	Call Send Process	5	0	0
Compliance w/Technical	Capacity and Reliability	5	0	0
Compliance w/Technical	Delivery Channels and language support	5	0	0
Compliance w/Technical	Security	5	0	0
Compliance w/Technical	Redundancy	5	0	0
Compliance w/Technical	Reporting	5	0	0
Compliance w/Technical	Other features	5	0	0
Prior experience	Reference list/contacts/financials	5	0	0
Proposed methodology	Appropriate/timely	5	0	0
Personnel assigned	Resumes/experience	5	0	0
Cost	Detailed breakdown provided	10	0	0
Cost	Pricing appropriate to project	10	1	10
Commitment to Diversity	Commitment to Diversity	5	0	0
Total Written Proposal		90		40
Oral Presentation	Demonstration	5	0	0
Oral Presentation	Committee Q&A	5	0	0
Total Oral Presentation		10		0
GRAND TOTAL		100		40

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Reviewer:
Vendor:

John Mercer
Code Red

Rank: 4

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	2	2
Required Format	Table of Contents	1	2	2
Required Format	Executive Summary	1	2	2
Required Format	Background	1	2	2
Required Format	Scope	1	2	2
Required Format	Objectives	1	2	2
Required Format	Project Approach	1	2	2
Required Format	Project Organization	1	2	2
Required Format	Project Workplan	1	2	2
Required Format	Key Dates & Deliverables	1	2	2
Required Format	City Responsibility	1	2	2
Required Format	Staffing	1	2	2
Required Format	Assumptions	1	2	2
Required Format	Timing & Fees	1	2	2
Required Format	Appendices/Other	1	2	2
Compliance w/Technical	Call Send Process	5	2	10
Compliance w/Technical	Capacity and Reliability	5	0	0
Compliance w/Technical	Delivery Channels and language support	5	1	5
Compliance w/Technical	Security	5	0	0
Compliance w/Technical	Redundancy	5	2	10
Compliance w/Technical	Reporting	5	2	10
Compliance w/Technical	Other features	5	2	10
Prior experience	Reference list/contacts/financials	5	2	10
Proposed methodology	Appropriate/timely	5	1	5
Personnel assigned	Resumes/experience	5	1	5
Cost	Detailed breakdown provided	10	1	10
Cost	Pricing appropriate to project	10	1	10
Commitment to Diversity	Commitment to Diversity	5	0	0
Total Written Proposal		90		115
Oral Presentation	Demonstration	5	0	0
Oral Presentation	Committee Q&A	5	0	0
Total Oral Presentation		10		0
GRAND TOTAL		100		115

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Reviewer:
Vendor:

John Mercer
C3

Rank: 2

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	2	2
Required Format	Table of Contents	1	2	2
Required Format	Executive Summary	1	2	2
Required Format	Background	1	2	2
Required Format	Scope	1	2	2
Required Format	Objectives	1	2	2
Required Format	Project Approach	1	2	2
Required Format	Project Organization	1	2	2
Required Format	Project Workplan	1	2	2
Required Format	Key Dates & Deliverables	1	2	2
Required Format	City Responsibility	1	2	2
Required Format	Staffing	1	2	2
Required Format	Assumptions	1	2	2
Required Format	Timing & Fees	1	2	2
Required Format	Appendices/Other	1	2	2
Compliance w/Technical	Call Send Process	5	2	10
Compliance w/Technical	Capacity and Reliability	5	2	10
Compliance w/Technical	Delivery Channels and language support	5	2	10
Compliance w/Technical	Security	5	2	10
Compliance w/Technical	Redundancy	5	2	10
Compliance w/Technical	Reporting	5	2	10
Compliance w/Technical	Other features	5	2	10
Prior experience	Reference list/contacts/financials	5	1	5
Proposed methodology	Appropriate/timely	5	2	10
Personnel assigned	Resumes/experience	5	2	10
Cost	Detailed breakdown provided	10	2	20
Cost	Pricing appropriate to project	10	2	20
Commitment to Diversity	Commitment to Diversity	5	2	10
<u>Total Written Proposal</u>		90		175
Oral Presentation	Demonstration	5	1	5
Oral Presentation	Committee Q&A	5	1	5
<u>Total Oral Presentation</u>		10		10
GRAND TOTAL		100		185

* Scoring

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Reviewer: John Mercer
 Vendor: Everbridge

Rank: 5

Criteria	Specifics within criteria	Weight	(0-2) *	Total Score
Required Format	Title Page	1	2	2
Required Format	Table of Contents	1	2	2
Required Format	Executive Summary	1	2	2
Required Format	Background	1	2	2
Required Format	Scope	1	2	2
Required Format	Objectives	1	2	2
Required Format	Project Approach	1	2	2
Required Format	Project Organization	1	2	2
Required Format	Project Workplan	1	2	2
Required Format	Key Dates & Deliverables	1	2	2
Required Format	City Responsibility	1	2	2
Required Format	Staffing	1	2	2
Required Format	Assumptions	1	2	2
Required Format	Timing & Fees	1	2	2
Required Format	Appendices/Other	1	2	2
Compliance w/Technical	Call Send Process	5	2	10
Compliance w/Technical	Capacity and Reliability	5	1	5
Compliance w/Technical	Delivery Channels and language support	5	2	10
Compliance w/Technical	Security	5	2	10
Compliance w/Technical	Redundancy	5	2	10
Compliance w/Technical	Reporting	5	2	10
Compliance w/Technical	Other features	5	2	10
Prior experience	Reference list/contacts/financials	5	2	10
Proposed methodology	Appropriate/timely	5	2	10
Personnel assigned	Resumes/experience	5	2	10
Cost	Detailed breakdown provided	10	2	20
Cost	Pricing appropriate to project	10	2	20
Commitment to Diversity	Commitment to Diversity	5	2	10
Total Written Proposal		90		175
Oral Presentation	Demonstration	5	2	10
Oral Presentation	Committee Q&A	5	2	10
Total Oral Presentation		10		20
GRAND TOTAL		100		195

*** Scoring**

0 = No requirements met

1 = Some or most requirements met

2 = All requirements met or exceeded

Reviewer: John Mercer
 Vendor: 21st Century

Rank: 5

Criteria	Specifics within criteria	Weight	(0-2) *	Score
Required Format	Title Page	1	2	2
Required Format	Table of Contents	1	2	2
Required Format	Executive Summary	1	2	2
Required Format	Background	1	2	2
Required Format	Scope	1	2	2
Required Format	Objectives	1	2	2
Required Format	Project Approach	1	2	2
Required Format	Project Organization	1	2	2
Required Format	Project Workplan	1	2	2
Required Format	Key Dates & Deliverables	1	2	2
Required Format	City Responsibility	1	2	2
Required Format	Staffing	1	2	2
Required Format	Assumptions	1	2	2
Required Format	Timing & Fees	1	2	2
Required Format	Appendices/Other	1	2	2
Compliance w/Technical	Call Send Process	5	2	10
Compliance w/Technical	Capacity and Reliability	5	2	10
Compliance w/Technical	Delivery Channels and language sup	5	1	5
Compliance w/Technical	Security	5	2	10
Compliance w/Technical	Redundancy	5	2	10
Compliance w/Technical	Reporting	5	2	10
Compliance w/Technical	Other features	5	2	10
Prior experience	Reference list/contacts/financials	5	2	10
Proposed methodology	Appropriate/timely	5	2	10
Personnel assigned	Resumes/experience	5	1	5
Cost	Detailed breakdown provided	10	1	10
Cost	Pricing appropriate to project	10	1	10
Commitment to Diversity	Commitment to Diversity	5	0	0
<u>Total Written Proposal</u>		<u>90</u>		<u>140</u>
Oral Presentation	Demonstration	5	0	0
Oral Presentation	Committee Q&A	5	0	0
<u>Total Oral Presentation</u>		<u>10</u>		<u>0</u>
GRAND TOTAL		<u>100</u>		<u>140</u>

* Scoring
 0 = No requirements met
 1 = Some or most requirements met
 2 = All requirements met or exceeded

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

City Clerk File No. Res. 10-232

Agenda No. 10.Z.4

Approved: APR 14 2010

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT TO MELICK-TULLY AND ASSOCIATES, P.C., GEOTECHNICAL ENGINEERS AND ENVIRONMENTAL CONSULTANTS, IN CONNECTION WITH GEOTECHNICAL/ENVIRONMENTAL ANALYSIS OF BLOCK 283.1 HAMILTON PARK - RENOVATION, PROJECT NO. 2007-007, 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 September 9, 2009, meeting did authorize the award of a Professional Service Agreement between the City of Jersey City and Melick-Tully and Associates, P.C., Geotechnical Engineers and Environmental Consultants for an environmental investigation for the Hamilton Park property and to prepare a Remedial Action Workplan (RAW); and

WHEREAS, based on their initial findings, it was necessary to expand the scope of work; and

WHEREAS, it was in the best interest of the City to complete this remediation with the same consultant; and

WHEREAS, the City solicited a proposal from Melick Tully and Associates, P.C. who undertook and completed, the initial Remedial Action Plan (RAW) which was approved by the NJDEP and is currently being implemented at the park; 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, Melick-Tully and Associates, P.C., 117 Canal Road, South Bound Brook, New Jersey 08880 possesses the necessary qualifications to complete this project and has submitted the attached proposal dated March 17, 2010; and

WHEREAS, the additional amount to be encumbered for this amendment shall not exceed **THIRTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS AND 54 CENTS (\$37,525.54)** bringing the overall base contract amount to **SEVENTY-ONE THOUSAND TWENTY-FIVE DOLLARS AND 54/100 (\$71,025.54)**; and

WHEREAS, Melick-Tully and Associates, P.C., 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:

04-215-55-851-990	P.O. # 97524	\$33,500.00
04-215-55-851-991	P.O. # 99506	\$37,525.54

WHEREAS, Mark R. Denno, Vice President, has completed and submitted a Business Entity Disclosure Certification which certified that Melick-Tully and Associates, P.C., 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 Melick-Tully and Associates from making any reportable contributions during the term of the contract; and

TITLE:

RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO MELICK-TULLY AND ASSOCIATES, P.C., GEOTECHNICAL ENGINEERS AND ENVIRONMENTAL CONSULTANTS, IN CONNECTION WITH GEOTECHNICAL/ENVIRONMENTAL ANALYSIS OF BLOCK 283.1 HAMILTON PARK - RENOVATION, PROJECT NO. 2007-007, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

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

1. a. The agreement with Melick Tully and Associates, P.C., Consulting Engineers is amended to increase the fee by an additional \$37,525.54; 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 Melick-Tully and Associates, P.C. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. 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.
4. 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.

J.A. 2/22/10

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-851-991 for payment of the above Resolution.

ab

March 16, 2010

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: B O Kelly

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
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	✓		

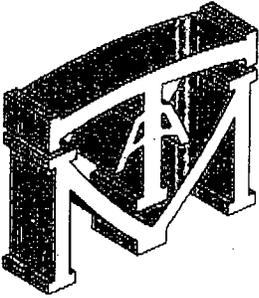
✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M Brennan
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk



**MELICK-TULLY
AND ASSOCIATES, P.C.**
GEOTECHNICAL ENGINEERS AND
ENVIRONMENTAL CONSULTANTS

Principals:
RAYMOND J. TULLY, P.E.
ELISENF M. GALLACHER JR., P.E.
ROBERT E. SCHWANKERT, P.E.
TODD E. HOROWITZ, P.E.
MARK R. DENNO, P.E.

Senior Associates:
RICHARD D. LEV, CPG
STEVEN D. THORNE, P.E.
JAMES H. BEATTIE, P.E.

Consultants:
THOMAS E. TULLY, P.E.
CHARLES T. MELICK, P.E.
ROBERT J. VAN ORDEN, P.E.

March 17, 2010

City of Jersey City
Division of Architecture
575 Route 440
Jersey City, New Jersey 07305

Attention: Glenn A. Wrigley, AIA
Chief Architect

Re: **Revised Project Cost Estimate
Environmental Consulting Services
Hamilton Park Contract 2007-007
Jersey City, Hudson County, New Jersey
City of Jersey City**

RECEIVED
2010 MAR 17 AM 9:27
DIVISION OF ARCHITECTURE

Dear Mr. Wrigley:

In accordance with your request, this letter is presented to provide a revised project cost estimate for the requested environmental consulting services related to the Hamilton Park project. This revised project cost estimate supersedes the estimated costs outlined in our proposal dated July 6, 2009, and our correspondence dated September 25, 2009.

MTA initially was retained to complete an environmental investigation at the park and prepare a Remedial Action Workplan (RAW) for the park property. The work was performed under Jersey City's Contract No. 2007-007, for which MTA was authorized \$33,500. Based on the investigation findings, an expanded scope of work increased our contract amount by \$28,200, to \$61,700. The RAW prepared by MTA was approved by NJDEP, and is currently being implemented at the park.

As discussed earlier today, our previous estimate was prepared using scheduling information provide by Green Construction, including their estimate the number of work days requiring on-site dust monitoring, and soil volumes used to estimate sampling and testing costs to enable off-site disposal of soil from the park. Using their information, we provided costs of \$9,500 based on 7 work days on-site, and three waste classification tests. The actual field time required to compete the dust monitoring required by the NJDEP approved RAW was 11 work days. In addition, there was an increase in the actual soil volume to approximately 400 cubic yards. This required a fourth waste classification test to comply with HMDC requirements (one per 100 cubic yards) to remove the soil to their facility at no premium tipping fee. During the work period, we observed the completion of subgrade preparation in remedial areas at the park,

Please Reply to:

- NORTHERN NJ OFFICE: 117 Canal Road, South Bound Brook, NJ 08880 / Phone: (732) 356-3400 Fax: (732) 356-9054
- SOUTHERN NJ OFFICE: 520 Fellowship Road, Suite B206, Mount Laurel, NJ 08054 / Phone: (856) 914-0077 Fax: (856) 914-0078
- SOUTHERN NY OFFICE: 324 Route 208, Monroe, NY 10950 / Phone: (845) 783-9190 Fax: (845) 783-5060

City of Jersey City
 March 17, 2010

Page 2

as well as much of the geotextile fabric placement. Due to the increased duration of field oversight, equipment rental and lab testing, our fee for remedial action oversight exceeded our original budget estimate and totaled \$18,825.54.

Based on the previous work completed, further dust monitoring does not appear necessary, presuming Green does not disturb the previously prepared subgrade soils as part of the cap construction. A reconnaissance by MTA is required following notification by your office that the cap construction is completed, to confirm the installation of the concrete, asphalt and 6-inches of topsoil and geotextile. The reconnaissance was included in our previous budget estimate, and would not be an additional cost.

Following completion of the cap construction, we will contact the NJDEP Case Manager and prepare the Deed Notice for the City to execute. Following NJDEP inspection and approval, and execution of the Deed Notice, we would submit a final Remedial Action Report (RAR) to the Department to obtain the No Further Action letter. The cost for our services related to the preparation of the Deed Notice and RAR were included in the previous revised cost estimate provided to your office.

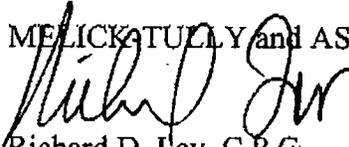
Based on the above, we request that your office increase our contract amount by a total of \$9,325.54 to cover the previously described additional field oversight and testing costs. This amount would bring our contract to a total of \$71,025.54. A summary of the additional costs are summarized below:

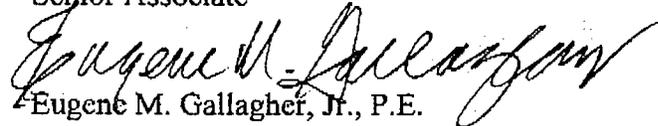
Additional Work Item	Amount
1. Expanded investigation outlined in 9-25-09 correspondence	\$28,200.00
2. Expanded field oversight outline in this correspondence	\$9,325.54
Additional Requested Amount	\$37,525.54

Please contact us if you have any questions concerning this information.

Very truly yours,

MELICK-TULLY and ASSOCIATES, P.C.


 Richard D. Lev, C.P.G.
 Senior Associate


 Eugene M. Gallagher, Jr., P.E.
 Vice President

RDL:EMG/elm
 5177-009*1E
 (2 copies submitted)

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): _____
 MAIA R. Denna Vice President
 Representative's Signature: MAIA R. DENNA
 Name of Company: Melick-Tully Assoc., P.C.
 Tel. No.: 732-356-3400 Date: 3/17/10

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): MARK R. DENNO, Vice President
 Representative's Signature: Mark R D
 Name of Company: Melick-Tully Assoc., P.C
 Tel. No.: 732-356-3400 Date: 3/12/10

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 : Melick-Tully & Assoc., P.C

Address : 117 Canal Rd So. Bound Brook, N.J. 08880

Telephone No. : 932-356-3400

Contact Name : _____

Please check applicable category :

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

Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MELICK-TULLY AND ASSOCIATES, P.C.
Trade Name:
Address: 117 CANAL RD
SOUTH BOUND BROOK, NJ 08880
Certificate Number: 0067228
Effective Date: December 15, 1976
Date of Issuance: May 14, 2009

For Office Use Only:
20090514140856310

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

Certification: 4383

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.

MELICK-TULLY AND ASSOCIATES
117 CANAL ROAD
SO. BOUND BROOK NJ 08880



State Treasurer

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

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

Name of Business Entity: Melich-Tully, Assoc., P.C

Signed Mark R. Denno Title: Vice President

Print Name: Mark R. Denno Date: 3/17/10

Subscribed and sworn before me
this 17 day of March, 2010.
My Commission expires:

Hannah Linda Dunay
(Affiant)
Hannah Linda Dunay Acct. Mgr.
(Print name & title of affiant) (Corporate Seal)

**HANNAH LINDA DUNAY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/20/2012**

**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. 4, A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-128

TITLE:

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

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

DEFINITIONS

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

Continuation of City Ordinance 08-129 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 unspecified services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors; benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

SECTION 1 - PROHIBITION ON 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 such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

Continuation of City Ordinance 08-128 page 5

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

SECTION 11 - INDEXING

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

SECTION 12 - EFFECTIVE DATE

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

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required
Not Required

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

ORDINANCE NO. Ord. 08-128

TITLE: K.A.

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 to 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				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

JAMES F. WADDLETON
BRY SCHUNDLER
STEVE DAVIDSON
TOM NILEN

AARON MORELL
RAYLIE WINKEL
TOM GIGGANS
SHELEY SKINNER

JAMES CARROLL
SEBASTIAN BERNHEIM
HEATHER TAYLOR
DANIEL LEVIN

N.V.-Not Voting (Abstain)

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	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

DAN FALCON
ANTHONY MORELL
ANDREW HUSCH
MAHALEY DOWLES

YVONNE BALZER

SEP 0 3 2008 9-0

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

✓ Indicates Vote

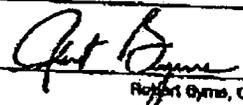
N.V.-Not Voting (Abstain)

Initiated by Petition Certified August 20, 2008

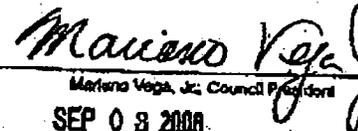
SEP 0 3 2008

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 Byrne, City Clerk

APPROVED:


Mariano Vega, Jr. Council President

Date: SEP 0 3 2008

APPROVED:


Joseph P. Mooney, Mayor

Date: SEP 0 5 2008

Date to Mayor: SEP 0 4 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 Keany	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
Raymond S. Tully	17 Dogwood Dr. Whitehouse Station, N.J. 08889
Robert E. Schwankert	34 Scott Dr. Hillsborough, NJ. 08544
Eugene M. Gallagher	332 Ridge Road, Cedar Grove, NJ. 07009
Todd E. Horowitz	1236 Arrowbrook Drive Martinsville, NJ. 05826
Mark R. Danno	21 Pullman Loop Dayton NJ 08810

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: Melick-Tully Assoc., P.C.
Signed: Mark R. Danno Title: Vice President
Print Name: MARK R. Danno Date: 3/17/10

Subscribed and sworn before me this <u>17</u> day of <u>March</u> , 2010	<u>Hannah Linda Dunay</u> (Affiant) <u>Hannah Linda Dunay Act. Mgr</u> (Print name & title of affiant) (Corporate Seal)
My Commission expires:	

HANNAH LINDA DUNAY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/20/12

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

CITY OF JERSEY CITY

Requisition #

0149811

Assigned PO #

Requisition

Vendor
MELICK-TULLY & ASSOC., P.C.
117 CANAL ROAD
SOUTH BOUND BROOK NJ 08880

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

Dept. Ship To
575 ROUTE 440
JERSEY CITY NJ 07305

ME363610

Contact Info
GLENN A. WRIGLEY
0005475900

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	HAMILTON PARK	04-215-55-851-991	37,525.54	37,525.54

HAMILTON PARK - RENOVATION

PROJECT NO. 2007-007

RESOLUTION AMENDING A PROFESSIONAL SERVICE CONTRACT TO MELICK-TULLY AND ASSOCIATES, P.C. GEOTECHNICAL ENGINEERS AND ENVIRONMENTAL CONSULTANTS, IN CONNECION WITH GEOTECHNICAL/ ENVIRONMENTAL ANALYSIS OF BLOCK 283.1 HAMILTON PARK - RENOVATION, PROJECT NO. 2007-007, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Requisition Total 37,525.54

Req. Date: 03/17/2010

Requested By: AUDREY

Buyer Id:

Approved By: 

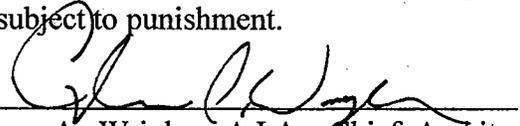
This Is Not A Purchase Order

DETERMINATION OF VALUE CERTIFICATION

Glenn A. Wrigley, A.I.A., of full age, hereby certifies as follows:

1. I am the Chief Architect of the City of Jersey City and have knowledge of the services needed for the Department of Administration, Division of Architecture.
2. The City of Jersey City requires an extension of services of their environmental consulting engineer, Melick-Tully and Associates, P.C.
3. The aforementioned requires immediate attention in order to maintain the design and construction schedule for this project.
4. Because of the aforementioned situation, time did not permit formal advertisement and reception of proposals for necessary work.
5. The City received a quotation for services from a qualified consultant pursuant to N.J.S.A. 40A:11-1.
6. Melick-Tully and Associates has submitted a proposal for additional field oversight and testing costs as required by the NJDEP to provide: on site dust monitoring, additional waste classification tests, subgrade preparation, geotextile fabric placement, equipment rental and lab testing services. They also propose that following the completion of cap construction they will contact the NJDEP case manager to prepare the Deed Notice for the City to execute. As well as submit a final Remedial Action Report (RAR) to the DEP to obtain a No Further Action Letter for the Division of Architecture for the sum of \$37,525.54.
7. The Chief Architect's recommendation is to award the contract to Melick-Tully and Associates, P.C..
8. The term of the contract is 2 to 5 months as of the date of contract award.
9. The estimated amount of the contract exceeds \$17,500.00.
10. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
11. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 3-18-10


Glenn A. Wrigley, A.I.A., Chief Architect

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

City Clerk File No. Res. 10-233

Agenda No. 10.Z.5

DEFEATED APR 14 2010



TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE UNIFORMED FIREFIGHTERS ASSOCIATION OF THE JERSEY CITY LOCAL 1066, AFL-CIO, CL

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

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Uniformed Firefighters Association of Jersey City Local, 1066, AFL-CIO, CLC; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached tentative agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the tentative agreement attached hereto, entered into by and between the City of Jersey City and the Uniformed Firefighters Association of Jersey Local 1066, AFL, CIO. CLC is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached tentative agreement.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

DEFEATED 1-8

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

Highlights of Tentative Agreement between the City of Jersey City
and Local 1066 (Jersey City Firefighters)

Duration: January 1, 2009 to December 31, 2012 (4 years)

Wages: 3.0% effective January 1, 2009
3.3% effective January 1, 2010
3.4% effective January 1, 2011
3.5% effective January 1, 2012

Healthcare:

- A) Traditional Health Care Plan ceases to exist for this Union effective July 1, 2010. Effect of this change means the current 191 members of Local 1066 who are in the Traditional plan will move to one of the other health care plans offered by the City. Based on the current number of employees in the traditional plan, the City estimates saving approximately \$450,000 to \$575,000 annually by virtue of changing from the traditional plan to Direct Access/other HMO's.

Additionally, new employees will not be able to opt for the traditional plan, thereby saving the City additional money in the future.

- B) Effective July 1, 2010 there will be prescription co-pay for mail order drugs. This shall result in additional money saved by the City by virtue of the co-payment and additional migration from Brand Name drugs (higher co-pay but higher cost to City) to Generic drugs (lower co-pay but cheaper to City).

Additionally, for retail prescription costing \$1,000 or more, there will be a co-pay of \$100 instead of the current \$20; for mail order prescriptions costing \$1,000 or more, the co-pay will be \$50 per 30-day supply, meaning \$150 for a typical 90-day mail order supply. Currently as mentioned before, there is a zero co-pay for all mail order prescriptions.

Vacation:

126 Firefighters on the second vacation schedule (Article 10, Section 2) will receive an additional ten (10) vacation days over the span of a thirty (30) year career.

The other changes in the contract are non-economic in nature, as they represent operational and procedural issues. Additionally, a few changes are merely language "clean-up" issues.

MEMORANDUM OF AGREEMENT

**BETWEEN THE CITY OF JERSEY CITY, NEW JERSEY
- AND -
JERSEY CITY UNIFORMED FIRE FIGHTERS ASSOCIATION
LOCAL 1066, I.A.F.F., AFL-CIO, CLC**

Listed below and attached hereto are the Articles that the City of Jersey City (the "City") and the Jersey City Uniformed Fire Fighters Association, Local 1066, I.A.F.F., AFL-CIO, CLC ("Local 1066") have agreed constitute the successor Agreement between the City and Local 1066 for the period of January 1, 2009 through December 31, 2012 (the "Agreement"): Both negotiating representatives hereby agree to recommend the within Agreement for ratification by the membership of the Union, and the Mayor and City Council of the City of Jersey City

Except as modified herein, the existing terms and conditions set forth in the 2006 through 2008 Local 1066 Agreement shall remain in full force and effect.

This Agreement is subject to the final approval of the Mayor and City Council and ratification by the membership of Local 1066.

Article 1 - Recognition

Delete Paragraph F

Article 3 - Union Privileges

D. Two (2) Fire Fighters of the Union will be granted time off to attend State and local legislative sessions, provided no other provision of this Agreement is violated by this action. Any employee attending such meeting or Legislative session shall provide written proof of attendance upon his/her return to work.

F. Up to three (3) Fire Fighters will be released from normal duties for such negotiations sessions as are mutually scheduled and will suffer no loss of regular pay thereby.

G. DELETE CURRENT LANGUAGE AND SUBSTITUTE:

The President of the Union and his/her designee(s) shall be granted flexible time arrangements on a staff schedule (otherwise referred to as: "flex time"), in accordance with the provisions of Article 9(E), in performing his/her assigned UFFA duties and functions, and except in emergencies shall be entitled to administer the provisions of this Agreement. At the request of the Fire Director, the UFFA President and his/her designees shall supply the Fire Director with the hours worked. This provision shall be limited to a maximum of two (2) firefighters who are on active duty.

L. A marked car will be granted the Union to be used for said services, at the discretion of the Director of Fire, only if it is an in-state funeral.

New Paragraph T.

Article 5 - Dues Deduction

New Paragraph E. - Should the Union request the City take out additional dues during either both or one (1) of the non-pension pay periods they will be granted such a request provided a written request signed by the President of the Union with at least a forty-five (45) day notice.

Article 9 - Work Week

D.2. The work schedule for all Fire Fighters assigned to the Arson Investigating Unit will be determined by the Jersey City Fire Department based upon staffing needs to be either twenty-four (24) hours on duty immediately followed by seventy-two (72) hours off duty, which is again immediately followed by twenty-four (24) hours on duty, or, eight (8) hours a day for five (5) consecutive days (Monday through Friday). In the event that the Jersey City Fire Department decides to change the work schedule for a Fire Fighter assigned to the Arson Investigating Unit from the twenty-four (24) hour on duty schedule to the eight (8) hour on duty schedule, the Jersey City Fire Department will provide the Fire Fighter in question, as well as the Union, thirty (30) days notice in advance of such change.

New Paragraph E. Flex hours - The Chief of the Jersey City Fire Department and/or the Director of the Jersey City Fire Department will, in their discretion, assign flex hours to accommodate the special needs of various staff assignments, school/special projects, etc., notwithstanding the provisions of Article 9(B), and, prior to such accommodations, will notify the union.

Article 10 - Vacations

Effective January 1, 2010, A.2. will be revised in accordance with the attached vacation schedule prepared by Local 1066 and labeled as Exhibit B to Local 1066's proposals. It is understood that during the calendar year 2010 only,

the additional vacation days afforded under the revised schedule set forth herein shall be utilized as compensatory days in accordance with Article 21 of this Agreement. For purposes of implementing the additional day(s) in 2010 only, one vacation day shall equal one ten (10) hour day shift and one fourteen (14) hour night shift , and this compensatory time must be used by December 31, 2010.

Delete – (h) regarding ½ vacation days

Article 11 - Insurance & Benefits

A. No Change

B. No Change

New Paragraph C.1. Hospitalization - Commencing on the effective date of this Agreement, all new hires shall be entitled to the Direct Access Blue Cross/Blue Shield Plan, or one of the HMO Plans offered at the time of the effective date of this Agreement at the employees choosing, paid for by the City. All active employees shall be transferred to the currently offered Direct Access Blue Cross/Blue Shield Plan, or one of the HMO plans offered at the time of the effective date of this Agreement, at the employee's choosing, no later than July 1, 2010.

New Paragraph C.2. The City reserves its right to change the carrier with whom it contracts to provide these services for its employees. The level of benefits will be substantially equivalent to those provided on the date immediately preceding the effective date of any change. In the event the City decides to change insurance carriers, it will provide notice of the change to the Union and a comparison of benefits at least thirty (30) days prior to the implementation of the change.

D. No Change

E. No Change

F. No Change

G. Prescription Plan

Effective July 1, 2010, the City will provide a prescription drug plan with the following co-pays:

	RETAIL	MAIL ORDER
Generic Drugs	\$2.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$1.50 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$4.50 in co-pay.

Brand Drugs	\$20.00 co-pay retail for prescriptions up to thirty (30) days supply.	\$13.00 mail order co-pay per thirty day supply prescription. Total ninety (90) day mail order would amount to \$39.00 in co-pay.
Effective January 1, 2011, prescriptions that cost over \$1,000.	\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1,000.	\$50.00 mail order co-pay per thirty day supply prescriptions on prescriptions that cost over \$1,000. Total ninety (90) day mail order would amount to \$150.00 in co-pay.

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). However, the co-pay on the first two prescriptions filled on any maintenance drug, whether that drug is over one thousand dollars (\$1,000) in cost or not, will be at the retail co-pay rate for either a generic or brand drug following which the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

H.1. Dental Plan The City will continue to provide the currently effective dental benefit program, both open and closed dental plans. The dental benefit CAP for the open plan is two thousand dollars (\$2,000).

H.2. Retired Employees - The City shall offer retirees an option to enter the open dental plan, at the retiree's own expense. Retirees may enroll upon retiring or during the open enrollment period.

H.3. Any retiree who enrolled in the closed plan prior to the 1st of January, 2010, may continue in that plan upon renewal. However, this plan will no longer be made available to employees on or subsequent to the 1st of January, 2010. Any retiree who is in the closed plan may opt into the open plan during the open enrollment period. Should the insurance carrier at any time opt to terminate the closed plan, enrollees in the closed plan will have the option of moving into the open plan.

I. No Change

J. No Change

K. No Change

L. No Change

M. No Change

N. No Change

O. No Change

New Paragraph P. Retirees and their eligible dependents will be provided with health care coverage and prescription coverage under the following conditions:

Retirees shall have an annual maximum out-of-pocket Cap of \$1,082.00 per person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year. Nothing in this section shall preclude the City from negotiating a change in the cap on prescription drug co-payments.

New Paragraph Q. The City will pay the cost of health coverage, which includes health insurance and the prescription drug plan as set forth in Section G above, for all retirees and their eligible dependents so long as the retiree has retired from the City on a disability pension or has retired from the City after twenty-five (25) or more years service credit in the Police and Fire Retirement System. The City and the Union may agree to permit a retiree who does not meet the above requirements to participate in the City's health insurance and prescription drug plan at his/her own cost.

New Paragraph R. Each employee or retiree is responsible to notify the Office of Health Benefits immediately of any qualifying events regarding the group medical and dental plans.

A qualifying event is defined as the following:

- 1. Marriage**
- 2. Divorce**
- 3. Birth**
- 4. Death**
- 5. Emancipation of Dependent**
- 6. Adoption**
- 7. 65th Birthday**

Failure to immediately notify the Office of Health Benefits will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

Article 12 - Uniforms And Uniform Maintenance

A. Effective January 1, 2010, Fire Fighters will be provided with a sum of one thousand dollars (\$1,000) clothing maintenance. The sum of five hundred dollars (\$500) will be paid on the first Thursday after the Council meeting in January and the additional five hundred dollars (\$500) will be paid on the first

Thursday after the Council meeting in July for the duration of this agreement. All Fire Fighters will be required to supply their dress uniforms.

New Paragraph H. - Fire Fighters will be permitted to wear shorts and golf shirts during the summer period, i.e. "April 1st through October 31st", provided that the shorts and golf shirts are NFPA approved and are jointly approved by the City and the Union. These additional items shall be provided by the Fire Fighter as part of the clothing maintenance allowance set forth above.

Article 13 - Mutual Exchanges of Tours of Duty

E. Fire Fighters involved in mutual exchanges shall be limited to initiating four (4) mutual exchanges and four (4) pay backs during January through April, unlimited mutual exchanges during May through September and four (4) mutual exchanges and four (4) pay backs during October through December. Requests for mutual exchange of tours shall be in writing and shall specify the payback date and Fire Fighters are required to complete all such exchanges during each time frame as set forth in this paragraph. Any firefighter scheduled for formal training will not be permitted a mutual exchange during said period of training. Each of the mutual exchanges set forth above may consist of either a ten (10) hour day shift or a fourteen (14) hour night shift, however each shall constitute a full exchange or pay back within the four (4) permitted above.

Article 17 - Permanent Assignment

M. Effective January 1, 2010, Fire Fighters will be assigned to the CBRNE Vessel through the Bidding System as promulgated in consultation with the Office of the Chief of the Jersey City Fire Department.

Article 19 - Military Leave

Delete in its entirety and insert:

- A. The City hereby agrees to grant military leave for field training to employees in accordance with N.J.S.A. 38A:4-4 or as otherwise provided for under state law.
- B. All members of the National Guard or Reserves will be granted time off with full pay to attend required drills. Such time off will be in addition to vacation, sick and administrative leave. The Director will, however, reschedule an employee's hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without the need for additional time off.
- C. In the event an employee is called to active duty, the employee shall receive the difference in pay between his military pay and his regular pay for up to 180 days. The City may, at its option, extend the 180-

day limit.

Article 20 - Retirement

B. The City will provide said Fire Fighter his/her badge and a laminated ID card indicating that the Fire Fighter is retired from the Jersey City Fire Department.

Article 21 - Holidays & Compensatory Time Off

Delete Paragraph C.

Article 22 - Salaries And Longevity

Base salaries will be increased as follows on all steps within the salary guide:

As of the 1st of January 2009 = 3.0%

As of the 1st of January 2010 = 3.3%

As of the 1st of January 2011 = 3.4%

As of the 1st of January 2012 = 3.5%

Salary guide will be updated accordingly.

G. All departmental communications or related documents including paychecks that include the Social Security Number of any Fire Fighter, or other personal information, will be placed in an envelope and sealed for security purposes of said identification or related markings.

Article 23 - Overtime Procedure And Recall

E. The City will maintain two (2) overtime lists, as negotiated with the Union. One (1) list will be designated as Anticipated Overtime for the needs ordered by the Division Chief prior to his/her tour ending and supplied to the appropriate callers and the other list will be designated as Unanticipated Overtime due to funeral leaves, sick leaves and any other type of absences caused after the tour of duty anticipated overtime needs were established.

Delete Paragraph F.

G. Recall. If a Fire Fighter is recalled to duty, he will receive a minimum of four (4) hours pay at time and one-half. Recall procedure will be as defined by General Order for emergency purposes only and updated after negotiations with the Union.

H. All Fire Fighters will be subject to emergency recall to duty at the discretion of the Jersey City Fire Department for a defined fire emergency and/or related emergencies.

Delete Paragraph M.

O. Fire Fighters called upon to act as bird dogs will be paid at overtime rates of pay and will be paid from the time of logging in at their respective quarters. A listing by group and seniority of all Fire Fighters residing within the City of Jersey City will be utilized by the appropriate authority in calling said overtime.

P. Line overtime shall be defined as all overtime worked in the suppression of fire and related emergencies.

Q. Staff overtime shall be defined as all overtime worked in conjunction with the activities of logistical support and related non fire suppression activities.

Article 35 - City Property Fire Department Jurisdiction

Add to Paragraph C:

10. Turnout gear dryers
11. Hand washing soap and related paper towel dispensers.
12. Eye washing stations

Article 41 - Tuition Reimbursement

D. There will be a unit wide cap of fifty thousand dollars (\$50,000) on the cost of this program, which will be available to Fire Fighters on the basis of seniority. Effective January 1, 2010 There will be an individual cap of three thousand five hundred dollars (\$3,500) for each Fire Fighter per calendar year.

Article 43 - Emergency Medical Services

New Paragraph N. - At such time as the unified communications center is created and becomes operational, the City and the Union agree to re-open negotiations as to the terms and conditions of employment of any Fire Fighters assigned to the unified communications center and no other issues.

Article 44 - Drug And Alcohol Testing

Although the decision to implement a mandatory drug and alcohol testing policy is the managerial prerogative of the City of Jersey City, the City will negotiate with the Union the procedures for how the testing is to be conducted.

Article 45 - Jury Duty And Grand Jury Duty

A. **Jury Duty.** The City agrees to provide all Fire Fighters of the Jersey City Fire Department leave from duty with full pay throughout the duration of time required by the court for purposes of serving on Jury Duty, as outlined by General Order.

B. **Grand Jury Duty.** The City agrees to provide all Fire Fighters of the Jersey City Fire Department leave from duty with full pay throughout the duration of time required by the court for purposes of serving on Grand Jury Duty, as outlined by General Order.

Article 46 - Commercial Drivers License

A. Should the City of Jersey City require any Fire Fighter to hold a New Jersey Commercial Drivers License for the safe operation of fire apparatus they will reimburse said Fire Fighter/Fire Fighters any fees related to said requirement.

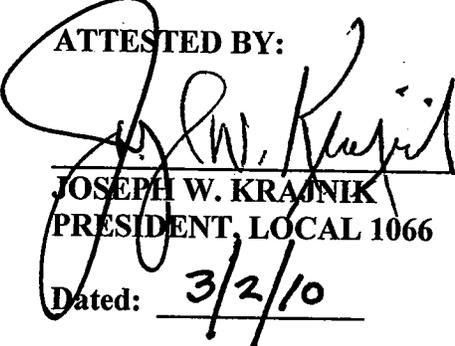
B. The Jersey City Fire Department will grant time off for all training and related yearly DOT physicals in conjunction with the requirement and continued good standing of a New Jersey Commercial Drivers License.

Article 47 - Duration of Agreement

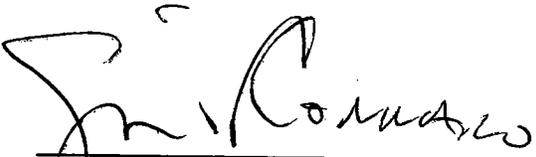
Term of Agreement shall be from January 1, 2009 – December 31, 2012.

The Parties understand that the terms of this Memorandum of Agreement will be submitted to the Division of Local Government Services.

ATTESTED BY:


JOSEPH W. KRAUNIK
PRESIDENT, LOCAL 1066

Dated: 3/2/10


GREGORY CORRADO
ASSISTANT BUSINESS
ADMINISTRATOR

ARTICLE 10, VACATIONS

A. 2. All Fire Fighters hired after the 29th of JULY 2002 will receive annual vacations in accordance with the following schedule:

(a) Up to the end of the first calendar year one (1) twenty-four (24) hour tour for each three (3) months of service.

(b) 2nd year of service - from 6 - 24's tours - no change
3rd year of service - from 6 - 24's tours - no change

(c) 4th year of service - from 9 - 24's tours to 10 tours +1
5th year of service - from 9 - 24's tours to 10 tours +1
6th year of service - from 9 - 24's tours to 10 tours +1

(d) 7th year of service - from 11 - 24's tours to 12 tours +1
8th year of service - from 11 - 24's tours to 12 tours +1
9th year of service - from 11 - 24's tours to 12 tours +1
10th year of service - from 11 - 24's tours to 12 tours +1

(e) 11th year of service - from 12.5 - 24's tours to 13 tours +1/2
12th year of service - from 12.5 - 24's tours to 13 tours +1/2
13th year of service - from 12.5 - 24's tours to 13 tours +1/2
14th year of service - from 12.5 - 24's tours to 13 tours +1/2
15th year of service - from 12.5 - 24's tours to 13 tours +1/2
16th year of service - from 12.5 - 24's tours to 13 tours +1/2

(f) 17th year of service - from 13 - 24's tours
18th year of service - from 13 - 24's tours
19th year of service - from 13 - 24's tours
20th year of service - from 13 - 24's tours
21st year of service - from 13 - 24's tours
22nd year of service - from 13 - 24's tours
23rd year of service - from 13 - 24's tours
24th year of service - from 13 - 24's tours
25th year of service - from 13 - 24's tours
26th year of service - from 13 - 24's tours
27th year of service - from 13 - 24's tours
28th year of service - from 13 - 24's tours
29th year of service - from 13 - 24's tours

(g) Beginning the 30th year of service and beyond to 15 - 24's tours

Total increase of ten (10) days over 30 years

Exhibit "B"

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

City Clerk File No. Res. 10-234

Agenda No. 10.Z.6

DEFEATED APR 14 2010



TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION

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

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City Police Officers Benevolent Association; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached tentative agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the tentative agreement attached hereto, entered into by and between the City of Jersey City and the Jersey City Officers Benevolent Association is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City in accordance with the attached tentative agreement.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *Gregory A. Donato*

Corporation Counsel

Business Administrator
ASST

Certification Required

Not Required

DEFEATED 1-8

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/14/10							
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)

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

PMB

Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk

Highlights of Tentative Agreement between the City of Jersey City
and Jersey City P.O.B.A.

Duration: January 1, 2009 to December 31, 2012 (4 years)

Wages: 3.0% effective January 1, 2009
3.3% effective January 1, 2010
3.4% effective January 1, 2011
3.5% effective January 1, 2012

Healthcare:

- A) Traditional Health Care Plan ceases to exist for this Union effective July 1, 2010. Effect of this change means the current 254 members of the POBA who are in the traditional plan will move to one of the other health care plans offered by the city. Based on the current number of employees in the traditional plan, the City estimates saving approximately \$500,000 to \$650,000 annually by virtue of changing from the traditional plan to Direct Access/other HMO's.

Additionally, new employees will not be able to opt for the traditional plan, thereby saving the City additional money in the future.

- B) Effective July 1, 2010 there will be prescription co-pay for mail order drugs. This shall result in additional money saved by the City by virtue of the co-payment and additional migration from Brand Name drugs (higher co-pay but higher cost to City) to Generic drugs (lower co-pay but cheaper to City).

Additionally, for retail prescriptions costing \$1,000 or more, there will be a co-pay of \$100 instead of the current \$20: for mail order prescriptions costing \$1,000 or more, the co-pay will be \$50 per 30-day supply, meaning \$150 for a typical 90-day mail order supply. Currently as mentioned before, there is a zero co-pay for all mail order prescriptions.

Vacation:

291 Police Officers on the second vacation schedule (Article 11, Section C-2) will receive an additional twenty-five (25) vacation days over the span of a thirty (30) year career.

The other changes in the contract are non-economic in nature, as they represent operational and procedural issues. Additionally, a few changes are merely language "clean-up" issues.

The undersigned agree to recommend the following memorandum to their respective parties

1. Duration: 1/1/09 - 12/31/12

2. Salary

Effective 1/1/09 3.0% A-T-B

Effective 1/1/10 3.3% A-T-B

Effective 1/1/11 3.4% A-T-B

Effective 1/1/12 3.5% A-T-B

3. Health Insurance

Effective 7/1/10 traditional coverage shall be deleted. Traditional coverage will not be available to any employee. New hires shall be eligible for direct access or HMO coverage.

4. Prescription - Effective 7/1/2010

Mail order: * 1.50 mail order co-pay per thirty (30) day supply prescription for generic drugs

~~_____~~ * 3.00 mail order co-pay per thirty (30) day supply prescription for brand drugs.

prescription: effective 7/1/2010

Add attachment #1

(page 1)

5. Optical

Effective 7/1/2010 increase

optical by \$25 to
\$100.

6. Clothing Allowance

Effective 11/1/2010 increase by ~~\$88~~ to \$1300

Effective 11/1/2012 increase by \$50 to \$1350

7. Vacation

modify Article 11, Section C 2

as per

Attachment #2

8. Bill of Rights

Abide by letter sent to

Attorney General

for determination

9. Language (misc)

See Attachment #3

10. Existing Agreement to remain

except as modified above,

All other items not mentioned

are withdrawn

1/27/2010

City of Jersey City

Roger Hugo

JGH

Michael R. [Signature]

[Signature]

Jersey City Police Officers Benevolent Association

Jerry de Cecco President

Raymond Kaszowski V.P.

Christopher LaForte Trustee

Michael Meyer

Charles D. [Signature]

Brand Drugs

~~\$20.00~~ co-pay retail for prescriptions up to thirty (30) days supply.

~~\$13.00~~ mail order co-pay per thirty (30) day supply prescription. (Total ninety (90) day mail order would amount to \$39.00 in co-pay).

RetailMail Order

Prescriptions that cost over \$1,000

\$100.00 co-pay on retail prescriptions up to thirty (30) days supply that cost over \$1,000.00.

\$50.00 mail order co-pay per thirty (30) day supply on each prescription that costs over \$1,000.00. (Total ninety (90) day mail order would amount to \$150.00 in co-pay).

It will be mandatory for all drugs that are defined as maintenance drugs by the United States Food and Drug Administration (FDA) to be bought through mail order (when available). Except that the first two prescriptions filled on any maintenance drug may, at the employee's option, be filled through retail pharmacy, provided that the co-pay on those first two prescriptions filled on any maintenance drug, whether that drug is over \$1,000.00 in cost or not, will be at the retail co-pay rate for either a generic or brand drug. Thereafter the employee will be responsible for the mail order co-pays set forth above depending on the cost of the particular drug.

Retirees shall have an annual maximum out-of-pocket Cap of ~~\$1,092.00~~ ^{\$ 1082.00} per covered person for prescription drug co-payments. Once a retiree or dependent has paid \$1,082.00 in co-payments in a calendar year, that person is no longer required to pay any prescription drug co-payments for the remainder of that calendar year. Nothing in this section shall preclude the City from negotiating a change in the cap on prescription drug co-payments, subject to the language set forth in Paragraph H for retirees.

8. **(Dental Plan)** Dental plan cap for open plan shall be increased from \$2,000 to \$2,400, effective January 1, 2010.

9. **(Health Insurance - Future Retirees)** All future retirees (effective 7/1/10) shall at the City's expense, receive their existing health insurance benefits that are in effect as of their respective dates of retirement. Said benefits cannot be modified as a result of future contract negotiations. (It is understood that the parties have not, and legally cannot, change the existing health insurance coverages affecting present retirees and their families).

Vacation

<u>Year</u>	<u>Days</u> 1 working day per month
0-1	
2	15
3	15
4	15
5	17
6	17
7	17
8	22
9	22
10	22
11	22
12	22
13	22
14	22
15	23
16	23
17	23
18	23
19	23
20	23
21	23
22	23
23	23
24	23
25	23
26	23
27	23
28	23
29	23
30+	25

Article 1, Paragraph A Add word "Sworn"

Article 2, Delete Paragraph C

Article 17 - Delete Paragraph B

Article 18 - Delete "Service Differential" from Paragraph L.

Article 22 - Revise Military Leave language in accordance w/ January 5, 2010 Proposals and Change "Business Administrator" to "Chief".

Article 33 - Delete Paragraph A(s)

Article 42 - Revise Paragraph A in accordance with our January 5, 2010 Proposal

Delete Paragraph E

January 27, 2010

SIDE BAR AGREEMENT

Any employee in this bargaining unit who will achieve 25 years of pensionable service credit on August 1, 2010, and who retires on August 1, 2010 will not be required to leave Traditional Coverage on July 1, 2010. All persons intending to take advantage of this extension shall file all appropriate retirement papers no later than June 1, 2010.

The CITY

Regan Heagy

[Signature]

POBA

Jessie Cues

Regan Heagy

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

City Clerk File No. Res. 10-235

Agenda No. 10.Z.7

Approved: APR 14 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR FURNISHING INSTALLATION & CONFIGURATION OF INFO COP SOFTWARE & CABLING FOR THE DEPARTMENT OF POLICE UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Installation and Configuration of Info Cop Software** for the Department of Police; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use state contract without public bidding; and

WHEREAS, **Gold Type Business Machines, 351 Paterson Avenue, East Rutherford, New Jersey 07073**, being in possession of State Contract A69834, for **Furnishing Installation & Configuration of Info Cop Software & Cabling** to the City of Jersey City, Department of Police in the total amount of **Seventeen Thousand, Eight Hundred Sixty Five (\$17,865.00 Dollars)**; and

WHEREAS, the Acting City Purchasing Director has certified that he considers said quotation 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 Police

Acct. No. 16-290-55-000-800 P.O. No. 99538 Amount \$17,865.00

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

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract 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

(continued on page 2)

APR 14 2010

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR FURNISHING & INSTALLATION AND CONFIGURATION OF THE INFO COP SOFTWARE, AND CABLING FOR THE DEPARTMENT OF POLICE, UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 16-290-55-000-800.

Department of Police

Acct. No. 16-290-55-000-800

P.O. No. 99538

Amount \$ 17,865.00

Peter Folgado
Peter Folgado, Acting City Director

APPROVED: B O'Neil

APPROVED: B O'Neil
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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
Peter M. Brennan, President of Council

Robert Byrne
Robert Byrne, City Clerk.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES

Trade Name:

Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073

Certificate Number: 0067515

Effective Date: February 22, 1977

Date of Issuance: March 24, 2010

For Office Use Only:

20100324151023988

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 *Gold Type Business* ^{<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>} *City of Jersey City* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (z).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Boanan Election Fund	Fulop 2009 Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sotolano	
Friends of Phil Keany	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
<i>Rich Picotti</i>	<i>71 Ridge Road, Red Bank NJ</i>

Part III - Signature and Attestation:

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

Name of Business Entity: *Gold Type Business Machines Inc*
 Signed: *Vincent Chome* Title: *CEO*
 Print Name: *Vincent Chome* Date: *3/8/10*

Subscribed and sworn before me this <u>8</u> day of <u>March</u> , 2010 My Commission expires: <i>[Signature]</i> ERICA H. FRENCH NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JAN. 15, 2013	<i>Gold Type Business Machines Inc</i> <i>Vincent Chome</i> (Affiant) (Print name & title of affiant) (Corporate Seal)
--	--

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

City Clerk File No. Res. 10-236

Agenda No. 10.Z.8

Approved: APR 14 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR FURNISHING INSTALLATION & CONFIGURATION OF INFO COP SOFTWARE & CABLING FOR THE DEPARTMENT OF POLICE UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Installation and Configuration of Info Cop Software** for the Department of Police; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use state contract without public bidding; and

WHEREAS, **Gold Type Business Machines, 351 Paterson Avenue, East Rutherford, New Jersey 07073**, being in possession of State Contract A69834, for Furnishing Installation & Configuration of Info Cop Software & Cabling to the City of Jersey City, Department of Police in the total amount of **Seventeen Thousand, Eight Hundred Sixty Five (\$17,865.00 Dollars)**; and

WHEREAS, the Acting City Purchasing Director has certified that he considers said quotation 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 Police

Acct. No. 02-213-40-889-405 P.O. No. 99539 Amount \$17,865.00

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

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract 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

(continued on page 2)

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

City Clerk File No. Res. 10-236
 Agenda No. 10.Z.8
 Approved: APR 14 2010
 TITLE: _____



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR FURNISHING & INSTALLATION AND CONFIGURATION OF THE INFO COP SOFTWARE, AND CABLING FOR THE DEPARTMENT OF POLICE, UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 02-213-40-889-405.

Department of Police
 Acct. No. 02-213-40-889-405 P.O. No. 99539 Amount \$ 17,865.00

 Peter Folgado, Acting City Director

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Reilly
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES

Trade Name:

Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073

Certificate Number: 0067515

Effective Date: February 22, 1977

Date of Issuance: March 24, 2010

For Office Use Only:

20100324151023988

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-PAID 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 *Gold Tip Business* ^{<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>} *City of Jersey City* 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 E. Lopez	

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
<i>Rich Picatti</i>	<i>71 Ridge Road, Ridgely NJ</i>

Part III - Signature and Attestation

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

Name of Business Entity: *Gold Tip Business Machine Inc*

Signed: *Vincent Crum* Title: *CEO*
 Print Name: *Vincent Crum* Date: *3/8/10*

Subscribed and sworn before me this <u>8</u> day of <u>March</u> , 2010	<i>Gold Tip Business Machine Inc</i>
My Commission expires: <i>ERICA H. FRENCH</i> NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JAN. 15, 2013	<i>Vincent Crum</i> (Affiant) (Print name & title of affiant) (Corporate Seal)

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

City Clerk File No. Res. 10-237

Agenda No. 10.Z.9

Approved: APR 14 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR FURNISHING & DELIVERING OF 20 INFO-COP SOFTWARE AND TOUGH BOOK BUNDLES FOR THE DEPARTMENT OF POLICE UNDER WSCA STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Info-Cop Bundles** for the Department of Police; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use state contract without public bidding; and

WHEREAS, **Gold Type Business Machines, 351 Paterson Avenue, East Rutherford, New Jersey 07073**, being in possession of WSCA State Contract A75583, will furnish 20 Info-Cop Bundles to the City of Jersey City, Department of Police in the total amount of **Seventy Five Thousand, Thirty Nine Dollars (\$75,039.40 and Forty Cents: and**

WHEREAS, the Acting City Purchasing Director has certified that he considers said quotation 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 Police

Acct. No. 16-290-55-000 -800 P.O. No. 99540 Amount \$75,039.40

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

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract 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

(continued on page 2)

City Clerk File No. Res. 10-237

Agenda No. 10.Z.9

APR 14 2010

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR FURNISHING & DELIVERING OF 20 INFO-COP SOFTWARE AND TOUGH BOOK BUNDLES FOR THE DEPARTMENT OF POLICE, UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 16-290-55-000-800.

Department of Police

Acct. No. 16-290-55-000-800

P.O. No. 99540

Amount \$ 75,039.40

Peter Folgado
Peter Folgado, Acting City Director

APPROVED: B. O'Reilly

APPROVED: B. O'Reilly
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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

Peter M. Brennan, President of Council

Robert Bylne

Robert Bylne, City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES

Trade Name:

Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073

Certificate Number: 0067515

Effective Date: February 22, 1977

Date of Issuance: March 24, 2010

For Office Use Only:

20100324151023988

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 *Gold Type Business* ^{<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).
City of Jersey City

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
<i>Rich Picotti</i>	<i>71 Ridge Road, Ridgely NJ</i>

Part III - Signature and Attestation:

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

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

Signed: *Vincent Crone* Title: *CEO*
 Print Name: *Vincent Crone* Date: *3/8/10*

Subscribed and sworn before me this <u>8</u> day of <u>March</u> , 2010	<i>Gold Type Business Machine Inc</i>
My Commission expires: <i>ERICA H. FRENCH</i> NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JAN 15, 2013	<i>Vincent Crone CEO</i> (Affiant) (Print name & title of affiant) (Corporate Seal)

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

City Clerk File No. Res. 10-238

Agenda No. 10.Z.10

Approved: APR 14 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR FURNISHING & DELIVERING OF 20 INFO-COP SOFTWARE AND TOUGH BOOK BUNDLES FOR THE DEPARTMENT OF POLICE UNDER WSCA STATE CONTRACT WITHOUT PUBLIC BIDDING

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for **Info-Cop Bundles** for the Department of Police; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use state contract without public bidding; and

WHEREAS, **Gold Type Business Machines, 351 Paterson Avenue, East Rutherford, New Jersey 07073**, being in possession of WSCA State Contract A75583, will furnish 20 Info-Cop Bundles to the City of Jersey City, Department of Police in the total amount of **Seventy Five Thousand, Thirty Nine Dollars (\$75,039.40 and Forty Cents: and**

WHEREAS, the Acting City Purchasing Director has certified that he considers said quotation 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 Police

Acct. No. 02-213-40-889 -405 P.O. No. 99541 Amount \$75,039.40

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

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract 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

(continued on page 2)

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

City Clerk File No. Res. 10-238
 Agenda No. 10.Z.10
 Approved: APR 14 2010
 TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO GOLD TYPE BUSINESS MACHINES FOR FURNISHING & DELIVERING OF 20 INFO-COP SOFTWARE AND TOUGH BOOK BUNDLES FOR THE DEPARTMENT OF POLICE, UNDER STATE CONTRACT WITHOUT PUBLIC BIDDING

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 02-213-40-889-405.

Department of Police

Acct. No. 02-213-40-889-405

P.O. No. 99541

Amount \$ 75,039.40

Peter Folgado
 Peter Folgado, Acting City Director

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. O'Keefe
 Business Administrator

 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/14/10											
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
 Peter M. Brennan, President of Council

Robert Byrne
 Robert Byrne, City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GOLD TYPE BUSINESS MACHINES
Trade Name:
Address: 351 PATERSON AVENUE
EAST RUTHERFORD, NJ 07073
Certificate Number: 0067515
Effective Date: February 22, 1977
Date of Issuance: March 24, 2010

For Office Use Only:
20100324151023988

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 *Gold Type Business* ^{<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 *City of Jersey City* ^{<name of entity of elected officials>} as defined pursuant to N.J.S.A. 19:44A-3(b), (d) and (e).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	Pulop 2009 Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sotolano	
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
Rich Picutti	71 Ridge Road, Red Bank, MS

Part III - Signature and Attestation:

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

Name of Business Entity: Gold Type Business Machine Inc

Signed: Vincent Crane Title: CEO
 Print Name: Vincent Crane Date: 3/8/10

Subscribed and sworn before me this <u>8</u> day of <u>March</u> , 2010. My Commission expires: <u>ERICA H. FRENCH</u> NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JAN. 15, 2013	<u>Gold Type Business Machine Inc</u> (Affiant) <u>Vincent Crane CEO</u> (Print name & title of affiant) (Corporate Seal)
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