

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

City Clerk File No. Res. 13.407  
 Agenda No. 10.A  
 Approved: JUN 19 2013  
 TITLE: \_\_\_\_\_



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2013 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2013 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, sufficient funding is required for the daily operations of government during the 3rd quarter of 2013 including but not limited to employees' salaries and operating expenses; and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2013 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$422,854,133**.

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

1. An emergency temporary appropriation is hereby created for:

**SEE ATTACHED**

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2013 Municipal Budget.

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
Corporation Counsel

Certification Required   
 Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

JUN 19 2013

13-407

	<u>DIVISION</u>	<u>FROM</u>	<u>TO</u>
20-110	MAYOR'S OFFICE SW	530,000	795,000
	MAYOR'S OFFICE OE	12,000	18,000
20-120	CITY CLERK SW	440,000	660,000
	CITY CLERK OE	60,000	90,000
20-121	GENERAL & PRIMARY ELECTION	0	100,000
20-122	MUNICIPAL ELECTION	500,000	750,000
20-123	CITY COUNCIL SW	330,000	495,000
	CITY COUNCIL OE	44,000	66,000
20-100	ADMINISTRATOR'S OFFICE SW	990,000	1,290,000
	ADMINISTRATOR'S OFFICE OE	56,000	66,000
20-101	MANAGEMENT & BUDGET SW	300,000	400,000
20-102	PURCHASING SW	340,000	510,000
	PURCHASING OE	24,000	36,000
20-103	REAL ESTATE SW	96,000	144,000
	REAL ESTATE OE	7,000	8,500
20-104	MAYOR'S ACTION BUREAU SW	220,000	270,000
20-105	PERSONNEL SW	250,000	375,000
	PERSONNEL OE	70,000	105,000
20-106	COMMUNICATIONS SW	230,000	345,000
	COMMUNICATIONS OE	2,000	3,000
20-107	UTILITY MANAGEMENT SW	330,000	495,000
20-109	RISK MANAGEMENT SW	130,000	195,000
	RISK MANAGEMENT OE	3,000	4,000
20-131	TREASURY & DEBT MANAGEMENT SW	180,000	230,000
	TREASURY & DEBT MANAGEMENT OE	3,000	4,500
20-133	PAYROLL SW	252,000	352,000
	PAYROLL OE	3,600	5,400
20-134	ACCOUNTS & CONTROL SW	276,000	376,000
	ACCOUNTS & CONTROL OE	2,800	4,200
20-136	PENSION SW	110,000	150,000
	PENSION OE	5,200	7,800
20-140	INFORMATION TECHNOLOGY SW	530,000	795,000
	INFORMATION TECHNOLOGY OE	620,000	720,000
20-145	COLLECTIONS SW	440,000	660,000
	COLLECTIONS OE	110,000	165,000
20-150	ASSESSOR SW	480,000	720,000
	ASSESSOR OE	111,000	141,000
20-155	LAW SW	1,400,000	2,100,000
	LAW OE	200,000	250,000
20-170	HEDC DIRECTOR SW	306,000	459,000
	HEDC DIRECTOR OE	19,000	28,500
21-180	CITY PLANNING SW	430,000	645,000
	CITY PLANNING OE	5,000	7,500
21-181	PLANNING BOARD	44,000	66,000
21-185	BOARD OF ADJUSTMENT	36,000	54,000
21-186	ZONING OFFICER SW	130,000	195,000
	ZONING OFFICER OE	8,000	10,000
22-171	ECONOMIC DEVELOPMENT SW	133,200	163,200
	ECONOMIC DEVELOPMENT OE	2,000	3,000
22-195	CONSTRUCTION CODE SW	1,000,000	1,500,000
	CONSTRUCTION CODE OE	56,000	84,000
22-196	TENANT LANDLORD RELATIONS SW	110,000	165,000
22-197	COMMERCE SW	448,000	498,000
22-198	HOUSING CODE ENFORCEMENT SW	390,000	585,000
	HOUSING CODE ENFORCEMENT OE	30,000	35,000

JUN 19 2013

13-407

	<u>DIVISION</u>	<u>FROM</u>	<u>TO</u>
27-360	COMMUNITY DEVELOPMENT OE	2,400	3,600
25-240	POLICE SW	54,000,000	81,000,000
	POLICE OE	1,600,000	2,400,000
25-265	FIRE SW	34,000,000	51,000,000
	FIRE OE	1,000,000	1,200,000
26-290	PUBLIC WORKS - DIRECTOR SW	260,000	390,000
	PUBLIC WORKS - DIRECTOR OE	80,000	50,000
26-291	BUILDING & STREET MAINTENANCE SW	1,130,000	1,695,000
	BUILDING & STREET MAINTENANCE OE	738,000	1,107,000
26-315	AUTOMOTIVE SERVICES SW	446,000	669,000
	AUTOMOTIVE SERVICES OE	1,532,000	2,298,000
26-112	ARCHITECTURE SW	220,000	330,000
	ARCHITECTURE OE	16,000	24,000
26-113	ENGINEERING, TRAFFIC & TRANSPORTATION SW	940,000	1,410,000
	ENGINEERING, TRAFFIC & TRANSPORTATION OE	1,000,000	1,500,000
28-375	PARK MAINTENANCE SW	1,038,000	1,557,000
	PARK MAINTENANCE OE	400,000	600,000
27-330	HEALTH & HUMAN SERVICES DIRECTOR SW	426,000	539,000
27-331	HEALTH SW	1,016,000	1,524,000
	HEALTH OE	290,000	435,000
27-332	CULTURAL AFFAIRS SW	306,000	459,000
	CULTURAL AFFAIRS OE	84,000	126,000
27-333	CLINICAL SERVICES SW	198,000	248,000
	CLINICAL SERVICES OE	33,000	49,500
27-334	AIDS EDUCATION PROGRAM	10,600	15,900
27-335	SENIOR CITIZEN AFFAIRS SW	200,000	300,000
	SENIOR CITIZEN AFFAIRS OE	36,000	54,000
28-370	RECREATION SW	1,308,000	2,262,000
	RECREATION OE	232,000	348,000
25-260	AMBULANCE SERVICE	2,400,000	3,600,000
26-305	JERSEY CITY INCINERATOR AUTHORITY	19,300,000	25,300,000
23-210	INSURANCE	3,400,000	5,100,000
23-220	EMPLOYEE GROUP INSURANCE	40,000,000	60,000,000
23-221	EMPLOYEE HEALTH BENEFIT WAIVER	650,000	975,000
23-225	UNEMPLOYMENT COMPENSATION INSURANCE	430,000	580,000
31-430	ELECTRICITY	1,820,000	2,730,000
31-431	STREET LIGHTING	1,820,000	2,730,000
31-432	MUNICIPAL RENT	1,500,000	2,250,000
31-433	OFFICE SERVICES	1,000,000	1,100,000
31-434	GASOLINE	900,000	1,350,000
31-435	TELECOMMUNICATIONS	820,000	1,230,000
36-478	MUNICIPAL EMPLOYEES PENSION FUND	4,400,000	6,600,000
36-473	SOCIAL SECURITY	2,900,000	3,400,000
43-490	MUNICIPAL COURT SW	1,860,000	2,790,000
	MUNICIPAL COURT OE	122,000	172,000
43-495	PUBLIC DEFENDER SW	50,000	75,000
	PUBLIC DEFENDER OE	135,000	202,500
29-390	FREE PUBLIC LIBRARY	4,200,000	6,300,000

JUN 19 2013  
13-407

<u>DIVISION</u>	<u>FROM</u>	<u>TO</u>
EDWARD BYRNE JUSTICE (JAG)	0	203,864
CSBG	231,635	660,159
SUMMER FOOD PROGRAM	0	607,778
FARMERS MARKET PROGRAM	0	1,750
MUNICIPAL AID PROGRAM	0	1,077,190
PORSCHÉ	0	195,000
<b>TOTAL INCREASE:</b>		<b>97,908,406</b>

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

City Clerk File No. Res. 13.408

Agenda No. 10.B

Approved: JUN 19 2013

TITLE: **RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING ELECTION BALLOTS, SUPPLIES AND MAILING SERVICES FOR THE MUNICIPAL ELECTION HELD ON MAY 14, 2013**



**COUNCIL**

moved adoption of the following Resolution:

**WHEREAS**, the City of Jersey City (City) required printing services for the printing of ballots, supplies and mailing services for the May 14, 2013 municipal election; and

**WHEREAS**, Barbara Netchert, County Clerk, has designated Royal Printing Service as the official printer of the ballots for Hudson County; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(l), contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding; and

**WHEREAS**, Royal Printing Service, P.O. Box 1000, West New York, New Jersey agreed to provide printing and mailing services for the sum of \$140,561.50; and

**WHEREAS**, funds in the amount of \$140,561.50 are available in Account No. 2013-01-201-20-122-305; NC Voucher No. B079514 ; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the City Clerk has determined and certified in writing that the value of the contract will exceed \$17,500; and

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

**WHEREAS**, Royal Printing Service has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract.

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

1. A contract award in the amount of \$140,561.50 to Royal Printing Service for the printing of ballots, supplies and mailing services for the municipal election held on May 14, 2013 is hereby ratified;
2. The contract award is exempt from formal public bidding pursuant to N.J.S.A. 40A:11-5(1)(l); and

TITLE:

**RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING ELECTION BALLOTS, SUPPLIES AND MAILING SERVICES FOR THE MUNICIPAL ELECTION HELD ON MAY 14, 2013**

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

I, \_\_\_\_\_, Donna Mauer, hereby certify that funds in the amount of \$140,561.50 are available in Account No. 2013-01-201-20-122-305; NC Voucher No. B079514 for payment of this resolution.

\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

APPROVED: *Alt Byrne* CITY CLERK

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6.19.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

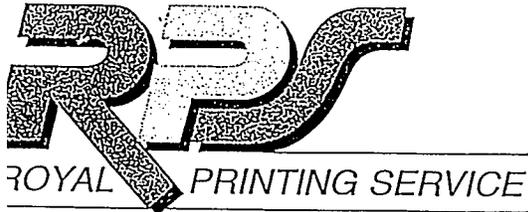
✓ Indicates Vote

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



P.O. BOX 1000, West New York, NJ 07093  
 Phone: (201) 863-3131 • Fax: (201) 867-4437

# Invoice

Invoice Number:  
 116333  
 Invoice Date:  
 May 8, 2013  
 Page:  
 1

Sold To:  
 CITY OF JERSEY CITY  
 ATT: ROBERT BYRNE, CITY CLERK  
 280 GROVE STREET  
 JERSEY CITY, NJ 07302

Ship to:

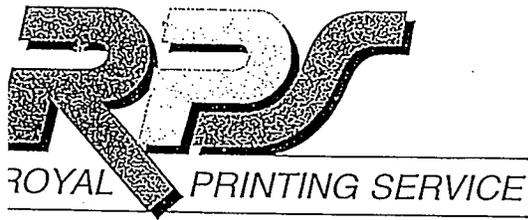
Customer ID	Customer PO	Payment Terms
CJC		Net 30 Days
Sales Rep ID	Shipping Method	Ship Date
	Royal Delivery	

Quantity	Item	Description	Extension
241		OFFICIAL MACHINE BALLOTS	7,230.00
139,622		SAMPLE BALLOTS	57,545.00
6,000		MAIL-IN BALLOTS	3,380.00
5,430		EMERGENCY BALLOTS	3,325.00
193		EMERGENCY BALLOT CANVASS SHEETS	4,980.00
5,430		PROVISIONAL BALLOTS	5,400.00
5,430		PROVISIONAL BALLOT ENVELOPES	6,500.00
		3,620 - ENGLISH	
		1,810 - SPANISH	
380		POSTERS (NOTICE OF ELECTION)	
		190 - ENGLISH	295.00
		190 - SPANISH	295.00
380		POSTERS (MUNICIPAL ELECTION HELD HERE)	
		190 - ENGLISH	275.00
		190 - SPANISH	275.00
380		POSTERS (VOTE HERE TODAY)	
		190 - ENGLISH	275.00
		190 - SPANISH	275.00
380		POSTERS (WARD/DISTRICT)	
		190 - ENGLISH	275.00
		190 - SPANISH	275.00
380		POSTERS (NO LOITERING/ELECTIONEERING)	

MAY - 8  
 3-28  
 CITY CLERK'S OFFICE  
 JERSEY CITY, N.J.

Check No:

Subtotal	Continued
Sales Tax	Continued
Freight	
Total Invoice Amount	Continued
Payment Received	Continued
TOTAL	Continued



P.O. BOX 1000, West New York, NJ 07093  
 Phone: (201) 863-3131 • Fax: (201) 867-4437

**Invoice**  
 Invoice Number: 116333  
 Invoice Date: May 8, 2013  
 Page: 2

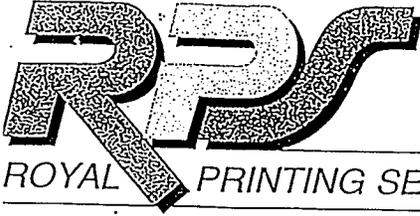
Sold To:  
 CITY OF JERSEY CITY  
 ATT: ROBERT BYRNE, CITY CLERK  
 280 GROVE STREET  
 JERSEY CITY, NJ 07302

Ship to:

Customer ID	Customer PO	Payment Terms	
CJC		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	
	Royal Delivery		

Quantity	Item	Description	Extension
		190 - ENGLISH	275.00
1,406		190 - SPANISH	275.00
190		VOTING AUTHORITY BOOKS	5,700.00
570		10 X 15 VOTING AUTHORITY ENVELOPES	155.00
570		PENS	427.50
2,280		SHARPENED PENCILS	285.00
190		RUBBER BANDS	570.00
570		ROLLS OF MASKING TAPE	190.00
		6 X 9 ELECTION RESULTS REPORT ENVELOPES	695.00
		190 - COUNTY CLERK	
		190 - CITY CLERK	
		190 - SUPT. OF ELECTIONS	
380		NEEDLES, BUTTONS, STRINGS W/ENVELOPES	1,500.00
190		OATHS OF OFFICE	425.00
190		#10 REG. ENVELOPES (OATHS OF OFFICE)	125.00
3		RECEIPT BOOKS	45.00
190		INSTRUCTION BOOKS	1,140.00
700		POST CARDS (CALL FOR SUPPLIES)	670.00
		600 - WITH POSTAGE	
		100 - WITHOUT POSTAGE	
190		ELECTION SUPPLY ENVELOPES W/SUPPLIES INSERTED	2,750.00
50		AMERICAN FLAGS	675.00

Check No:	Subtotal	Continued
	Sales Tax	Continued
	Freight	
	Total Invoice Amount	Continued
	Payment Received	Continued
	TOTAL	Continued



ROYAL PRINTING SERVICE

P.O. BOX 1000, West New York, NJ 07093  
 Phone: (201) 863-3131 • Fax: (201) 867-4437

# Invoice

Invoice Number:  
 116333  
 Invoice Date:  
 May 8, 2013  
 Page:  
 3

Sold To:  
 CITY OF JERSEY CITY  
 ATT: ROBERT BYRNE, CITY CLERK  
 280 GROVE STREET  
 JERSEY CITY, NJ 07302

Ship to:

Customer ID	Customer PO	Payment Terms	
CJC		Net 30 Days	
Sales.Rep ID	Shipping Method	Ship Date	
	Royal Delivery		

Quantity	Item	Description	Extension
190		AMERICAN FLAG ENVELOPES	155.00
905		SAMPLE BALLOT PLACARDS	2,200.00
200		INSTRUCTION SHEETS (DISTRICT BOARD/POLICE)	235.00
9,175		MAILING SERVICES FOR SAMPLE BALLOTS	7,540.00
		CHALLENGER CERTIFICATES	
		8 LOTS OF 700	2,312.00
		1 LOT OF 500	269.00
		1 LOT OF 300	251.00
		13 LOTS OF 200	2,808.00
		1 LOT OF 100	164.00
4,190		1 LOT OF 75	164.00
362		CHALLENGER BADGES	3,980.00
181		POLL LIST SIGNATURE BOOKS	13,756.00
		PROVISIONAL BALLOT INVENTORY CARDS	225.00
		RE: 2013 MUNICIPAL ELECTION	

Check No:

Subtotal	140,561.50
Sales Tax	
Freight	
Total Invoice Amount	140,561.50
Payment Received	0.00
<b>TOTAL</b>	<b>140,561.50</b>

**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 Royal Printing Service (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: Royal Printing Service

Signed: *David W. Passante* Title: Vice President/Secretary

Print Name: David W. Passante Date: 6/3/13

Subscribed and sworn before me  
this 3 day of June, 2013.  
My Commission expires:

*Doreno Stokes*  
(Affiant)

**Doreno Stokes** (Print name & title of affiant) (Corporate Seal)  
**Notary Public of New Jersey**  
**ID #62811**  
**My Commission Expires 11/24/14**

\*\*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.

RECEIVED  
2013 JUN -11 10:01  
CITY CLERK'S OFFICE  
CITY OF JERSEY, N.J.



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
David W. Passante	11 Eastbrook Rd., Harrington Park, NJ
Kevin N. Passante	11 Cobblestone Crossing, Norwood, NJ

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Royal Printing Service  
 Signed: [Signature] Title: vice President/Secretary  
 Print Name: David W. Passante Date: 6/3/13

Subscribed and sworn before me this 3 day of June, 2013  
 My Commission expires: \_\_\_\_\_  
 \_\_\_\_\_ (Affiant)  
 My Commission Expires 11/24/14 (Print name & title of affiant) (Corporate Seal)

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

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

TAXPAYER NAME:

ROYAL PRINTING SERVICE

TRADE NAME:

TAXPAYER IDENTIFICATION#:

221-898-6777/000

SEQUENCE NUMBER:

0064640

ADDRESS:

441 51ST ST  
WEST NEW YORK, NJ 07093

ISSUANCE DATE:

06/03/04

EFFECTIVE DATE:

10/15/69

FORM-BRC(08-01)

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

Acting Director

*J.P. S. Kelly*

## DETERMINATION OF VALUE CERTIFICATION

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

1. As City Clerk of the City of Jersey City (City), I am also the Chief Election Official for the City of Jersey City.
2. The City requires the services of a printer to prepare official ballots, supplies and mailing services for the May 14, 2013 Municipal Election.
3. N.J.S.A. 40A:11-5(1)(l) of the Local Public Contracts Law indicates that the award of contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding.
4. As Municipal Clerk for the City of Jersey City I recommend ratification of the contract to Royal Printing Service.
5. The estimated amount of the contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: JUN 07 2013

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

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

City Clerk File No. Res. 13.409

Agenda No. 10.C

Approved: JUN 19 2013



TITLE: **RESOLUTION RATIFYING A CONTRACT AWARD TO SIMONIK MOVING & STORAGE, INC. FOR TRANSPORTING VOTING MACHINES FOR THE MUNICIPAL ELECTION ON MAY 14, 2013**

COUNCIL moved adoption of the following Resolution:

**WHEREAS**, voting machines used for municipal elections are owned and maintained by the County of Hudson (County); and

**WHEREAS**, the City of Jersey City (City) is responsible for transporting voting machines used to conduct a municipal election; and

**WHEREAS**, the City required the services of a moving company to transport voting machines for the May 14, 2013 municipal election; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(l), contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding; and

**WHEREAS**, the County advertised a Request for Proposals for moving services for the transportation of voting machines; and

**WHEREAS**, the County awarded a contract under the fair and open provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. to Simonik Moving & Storage, Inc. (Simonik) for a two year period commencing on April 1, 2012; and

**WHEREAS**, Simonik provided moving services to the City for the municipal election held on May 14, 2013; and

**WHEREAS**, the total cost for its services is \$20,970.00; and

**WHEREAS**, funds in the amount of \$20,970.00 are available in Account No. 2013-01-201-20-122-312 P.O. No. 110220;

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

1. A contract award in the amount of \$20,970.00 to Simonik Moving & Storage, Inc. for the transportation of election machines for the municipal election on May 14, 2013 is hereby ratified;
2. The contract award is exempt from formal public bidding pursuant to N.J.S.A. 40A:11-5(1)(l).

I, Donna Mauer, Donna Mauer, hereby certify that funds in the amount of \$20,970.00 are available in Account No. 2013-01-201-20-122-312 for payment of this resolution.

Donna Mauer, Chief Financial Officer

APPROVED: Peter M. Brennan CITY CLERK

APPROVED AS TO LEGAL FORM

APPROVED: Justin... Business Administrator

Corporation Counsel

G:\WPDOCS\Election\MUNICIPAL\2013\Mover - Simonik\Simonik Resolution 06-06-13.wpd

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

SIMONIK MOVING & STORAGE, INC.  
P.O. Box 6949 Bridgewater, NJ 08807-0949  
Tel. (732)560-5707 Fax (732)560-5727

INVOICE/FREIGHT BILL

RECEIVED

2013 MAY 29 A 9:56

BILL TO: JERSEY CITY MUNICIPAL CLERK  
280 GROVE STREET  
JERSEY CITY, NJ 07302

DATE: 5/23/2013  
INVOICE NO. 13274  
CUSTOMER NO. 925037

CITY CLERK'S OFFICE  
JERSEY CITY, NJ.

FILE NUMBER 13274

PURCHASE ORDER #

PAGE 1

CUSTOMER: HCBOE/JC MAYORAL ELECTION

START DATE: 5/08/2013

END DATE: 5/14/2013

ORIGIN: JERSEY CITY

NJ

DESTINATION: JERSEY CITY

NJ

DESCRIPTION	GROSS	RATE	TOTAL
CARTAGE OF VOTING MACHINES	209.00 MACH.	54.00 EACH	11,286.00
5/14 2 ADD'L MACHINES DELIVERED	2.00 MACH.	54.00 EACH	108.00
5/14 STAND-BY TRUCKS	3.00 TRUCKS,	192.00/TRUCK	9,576.00
TOTAL CHARGES DUE:			20,970.00

A PENALTY OF 1.5% (MINIMUM \$10.00) WILL APPLY IF THIS INVOICE IS NOT PAID WITHIN 30 DAYS OF THE BILLING DATE ABOVE. IF YOU BELIEVE THIS INVOICE IS INCORRECT, PLEASE ADVISE PROMPTLY, IN WRITING OR VERBALLY. PLEASE REMIT ANY AMOUNT YOU ARE NOT CONTESTING. THANK YOU FOR YOUR PROMPT PAYMENT.

PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR PAYMENT

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

City Clerk File No. Res. 13.410

Agenda No. 10.D

Approved: JUN 19 2013

TITLE:



## RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE BALLOTS FOR THE PRIMARY ELECTION HELD ON JUNE 4, 2013

**COUNCIL**

moved adoption of the following Resolution:

**WHEREAS**, the City of Jersey City (City) required printing services for the printing of ballots, supplies and mailing services for the June 4, 2013 primary election; and

**WHEREAS**, Barbara Netchert, County Clerk, has designated Royal Printing Service as the official printer of the ballots for Hudson County; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(1)(l), contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding; and

**WHEREAS**, Royal Printing Service, P.O. Box 1000, West New York, New Jersey agreed to provide printing services for the sum of \$77,930.00; and

**WHEREAS**, funds in the amount of \$77,930.00 are available in Account No. 2013-01-201-20-122-314; P.O. No. 110215; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the City Clerk has determined and certified in writing that the value of the contract will exceed \$17,500; and

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

**WHEREAS**, Royal Printing Service has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract.

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

1. A contract award in the amount of \$77,930.00 to Royal Printing Service for the printing of official election machine and sample ballots for the primary election held on June 4, 2013 is hereby ratified;
2. The contract award is exempt from formal public bidding pursuant to N.J.S.A. 40A:11-5(1)(l); and

TITLE:

**RESOLUTION RATIFYING A CONTRACT AWARD TO ROYAL PRINTING SERVICE FOR PRINTING OFFICIAL ELECTION MACHINE AND SAMPLE BALLOTS FOR THE PRIMARY ELECTION HELD ON JUNE 4, 2013**

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

I, Donna Mauer, Donna Mauer, hereby certify that funds in the amount of \$77,930.00 are available in Account No. 2013-01-201-20-122-314; P.O. No. 110215 for payment of this resolution.

\_\_\_\_\_  
Donna Mauer, Chief Financial Officer

APPROVED: Phil Byrne, CITY CLERK

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

APPROVED: [Signature]  
Business Administrator

Certification Required   
Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

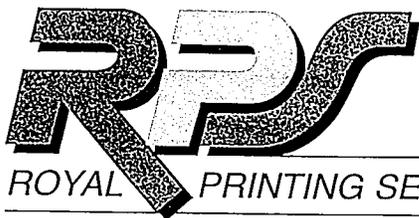
✓ Indicates Vote

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



P.O. BOX 1000, West New York, NJ 07093  
 Phone: (201) 863-3131 • Fax: (201) 867-4437

# Invoice

Invoice Number:  
**116874**  
 Invoice Date:  
**May 22, 2013**  
 Page:  
**1**

RECEIVED

2013 MAY 28 A 10: 05

CITY CLERK'S OFFICE  
 JERSEY CITY, N.J.

Sold To:  
 CITY OF JERSEY CITY  
 ATT: ROBERT BYRNE, CITY CLERK  
 280 GROVE STREET  
 JERSEY CITY, NJ 07302

Ship to:

Customer ID	Customer PO	Payment Terms
CJC		Net 30 Days
Sales Rep ID	Shipping Method	Ship Date
	Royal Delivery	

Quantity	Item	Description	Extension
181 147,723		OFFICIAL MACHINE BALLOTS SAMPLE BALLOTS RE: JUNE 2013 PRIMARY ELECTION	77,930.00

Check No:

Subtotal	77,930.00
Sales Tax	
Freight	
Total Invoice Amount	77,930.00
Payment Received	0.00
<b>TOTAL</b>	<b>77,930.00</b>

**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 Royal Printing Service (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: Royal Printing Service

Signed: [Signature] Title: Vice President/Secretary

Print Name: David W. Passante Date: 6/3/13

Subscribed and sworn before me  
this 3 day of June, 2013.  
My Commission expires:

[Signature]  
(Affiant)

**Dorane Stokes** (Print name & title of affiant) (Corporate Seal)  
**Notary Public of New Jersey**  
**ID #62611**  
**My Commission Expires 11/24/14**

\*\*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.

RECEIVED  
2013 JUN - 11 8:10:01  
CITY CLERK'S OFFICE  
JERSEY CITY, N.J.



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
David W. Passante	11 Eastbrook Rd., Harrington Park, NJ
Kevin N. Passante	11 Cobblestone Crossing, Norwood, NJ

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Royal Printing Service  
 Signed: [Signature] Title: vice President/Secretary  
 Print Name: David W. Passante Date: 6/3/13

Subscribed and sworn before me this 3 day of June, 2013  
[Signature]  
 My Commission expires: \_\_\_\_\_  
 My Commission Expires 11/24/14 (Print name & title of affiant) (Corporate Seal)

**Doreno Stokes**  
 Notary Public of New Jersey  
 ID #02011

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

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

TAXPAYER NAME:

ROYAL PRINTING SERVICE

TRADE NAME:

TAXPAYER IDENTIFICATION#:

221-898-677/000

SEQUENCE NUMBER:

0064640

ADDRESS:

441 51ST ST  
WEST NEW YORK NJ 07093

ISSUANCE DATE:

06/03/04

EFFECTIVE DATE:

10/15/69

FORM-BRC(08-01)

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

Acting Director



## DETERMINATION OF VALUE CERTIFICATION

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

1. As City Clerk of the City of Jersey City (City), I am also the Chief Election Official for the City of Jersey City.
2. The City requires the services of a printer to prepare official machine ballots and sample ballots for the June 4, 2013 Primary Election.
3. N.J.S.A. 40A:11-5(1)(l) of the Local Public Contracts Law indicates that the award of contracts for goods and services necessary or required to prepare and conduct an election are exempt from public bidding.
4. As Municipal Clerk for the City of Jersey City I recommend ratification of the contract to Royal Printing Service.
5. The estimated amount of the contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: JUN 07 2013

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

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

City Clerk File No. Res. 13.411

Agenda No. 10.E

Approved: JUN 19 2013

TITLE:



## RESOLUTION HONORING

### *Debra Devi*

**WHEREAS**, Debra Devi grew up in Milwaukee, Wisconsin, where she was influenced by great Chicago blues guitarists. Debra saw blues legends like Koko Taylor, Son Seals, John Lee Hooker and BB King perform in clubs and cornfield concerts; and

**WHEREAS**, Debra Devi relocated to New York City and joined the punk scene and her first band. After touring the United States and Europe with various bands, Debra moved to Jersey City, NJ and formed Devi (pronounced "Davey"), a rock band; and

**WHEREAS**, Debra Devi is the lead singer/guitarist for Devi. The band's debut album, Get Free (True Nature Records/Redeye USA), earned Debra comparisons to singers like Grace Potter, Sheryl Crow and PJ Harvey and guitarists Jimi Hendrix and George Harrison; and

**WHEREAS**, Debra Devi is the author of The Language of the Blues: From Alcorub to Zuzu (Guitar International 2012). The book features stories from Debra's in-depth interviews with blues legends Milton Campbell, Robben Ford, Henry Gray, Dr. John, Robert Jr. Lockwood, Bonnie Raitt, Smiley Ricks, Hubert Sumlin, Jimmie Vaughan and more, plus Debra's in-depth research into the impact of African languages and cultures on the blues; and

**WHEREAS**, Devi talks directly to blues artists in The Language of the Blues about what the words in blues songs mean to them. Her interest in the etymology of blues terms led her to realize that while there were plenty of academic books on the topic, very few authors had actually interviewed blues artists to get a firsthand account. The new edition includes more than 30 stunning photos of legendary blues artists. The Language of the Blues, which won the ASCAP Deems Taylor Award for Outstanding book on Popular Music was released as an eBook by Guitar International and in a new full-color print edition by Devi's own True Nature Books; and

**WHEREAS**, Debra Devi is a former associate editor of Blues Revue magazine. She has also written for The Village Voice, Rolling Stone.com and Guitar World; and

**WHEREAS**, Debra Devi is a Fender Girl Rock Nation artist. Girl Rock Nation motivates young women to rock in whatever they do – picking up a guitar, writing a song, mixing sounds to make music or to rock in life; and

**WHEREAS**, Debra Devi is also the first female guitarist to record for Guitar World's Lick of the Day iPhone app. New York Music Daily calls her "one of the great guitarists of our time."

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Debra Devi for her outstanding accomplishments as a musician and writer. She is an inspiration to all.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Debra Devi.doc

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN				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. 13.412

Agenda No. 10.F

Approved: JUN 19 2013

TITLE:



## Resolution Honoring Sharon Felton-James

### ON THE OCCASION OF HER RETIREMENT

**WHEREAS**, Sharon Felton-James is daughter of the late Reverend James A. Felton and Annie V. Felton. Sharon attended the first school for African Americans in northeastern North Carolina, C.S. Brown High School; and

**WHEREAS**, Sharon Felton-James was an outstanding basketball player. In 1970, Sharon was nominated Most Valuable Player of the Ahoskie High School girls' basketball team and again in 1974 at Saint Augustine's College in Raleigh, North Carolina; and

**WHEREAS**, Sharon Felton-James earned a Bachelor of Science degree from Saint Augustine's College and relocated to Jersey City where she began her employment with the Jersey Public Schools System at McNair Academic High School as an educator. Sharon taught Physical, Health and Driver Education. She has been committed to promoting healthy lifestyles, motor and skill development, fitness knowledge and sportsmanship to the children of Jersey City for 37 years; and

**WHEREAS**, Sharon Felton-James coached the McNair Academic High School girls' basketball team and girls' and boys' volleyball teams. She served as coach of the Boy's Volleyball Divisional Championship in 2009 and during the years 1995, 1996, 2000, 2003 2004, 2006, 2007, 2010 and 2011, Sharon was the Coach of the Girls' Volleyball City Champions. In 2011, she was the coach of the Girls' Volleyball League champions; and

**WHEREAS**, Sharon Felton-James coached in the Hudson County Interscholastic Athletic League (HICAL) which consists of public and parochial high schools in Hudson County. She was Coach of the Year for HICAL Red Division Girls Volleyball in 2009 and Coach of the Year for the HICAL Red Division Boys' Volleyball in 2013. Sharon compiled a 413-136 win lost record; and

**WHEREAS**, Sharon Felton-James has advised many school and community organizations and is the recipient of many awards including the Governors Teacher Recognition Award (1991), the Governor's Appreciation Award (1993), a Hudson County Teacher Recognition Award (1993), the Reverend Elijah M. Hendon Memorial Award (2002), the Real Woman's Essay Contest Award (2003) and a Woman of Action Award (2005); and

**WHEREAS**, Sharon Felton-James has decided to retire and friends, colleagues and family members will gather together to honor Sharon on June 7, 2013.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Sharon Felton-James on the occasion of her retirement. We hereby extend our gratitude for her 37 years of service, dedication and contributions to the Jersey City Public School System.

G:\WPDOCS\TOLONDA\RESOS\RETIRE\Sharon Felton-James.wpd

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

6.19.13

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13.413

Agenda No. 10.G

Approved: JUN 19 2013

TITLE:



## Resolution Honoring Bishop Issic Tucker

*Whereas, Issic Tucker was born on August 12, 1980 in Jersey City, NJ. He was one of four children born to the late Clyde Tucker Jr. and Inez Tucker; and*

*Whereas, Issic Tucker was born and raised in a Holiness Church and came from a lineage of men and women of God. Issic has always been known to be kind, respectful and willing to help those in need. As a young man, he was known throughout his neighborhood as Reverend Ike; and*

*Whereas, Bro. Issic Tucker was appointed and anointed to the office of Ministry by the late Bishop Silas Patterson, his grandfather, in 2008. He served as Reverend of Jerusalem Temple H.P. Church Inc. for a period in 2009. On September 9, 2012, Rev. Issic Tucker was ordained and anointed. After the passing of Bishop Silas Patterson, Vice Bishop Issic Tucker ascended to the office of Bishop and claimed the position of Pastor and Overseer of Jerusalem Temple H.P. Church Inc.; and*

*Whereas, Bishop Issic Tucker is determined to preach and teach the Gospel of Jesus Christ as recorded in the Holy Scriptures. He is also continuing the televised ministry every Sunday morning; and*

*Whereas, Bishop Issic Tucker currently resides in Roselle, NJ and is the caring father to one son, Isaiah Tucker. He is currently employed at Partners Health Care Pharmacy as a Driver Services Supervisor; and*

*Whereas, Bishop Issic Tucker will be honored on June 9, 2013 as Jerusalem Temple H.P. Church will show their love for their new bishop as they celebrate his installation at Berthwood Manor in Totowa, NJ.*

*Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby honor Bishop Issic Tucker of Jerusalem Temple H.P. Church continued success in the future.*

G:\WPDOCS\TOLONDA\RESOS\CHURCHES\Bishop Issic Tucker.docx

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 13.414

Agenda No. 10.H

Approved: JUN 19 2013

TITLE:



## Resolution Honoring Jersey City Soccer Association

**WHEREAS**, Jersey City Soccer Association (JCSA) was founded in 1978 with a mission to provide quality and affordable soccer programs to the children of Jersey City; and

**WHEREAS**, JCSA is duly affiliated with the New Jersey Youth Soccer Association. JCSA's goal and mission is to continue to promote soccer and instill social skills among young children for a better tomorrow; and

**WHEREAS**, over the years, the league has grown in size and currently has 486 boys and girls ages 4 years to 16 years in the league. All members and coaches participate voluntarily; and

**WHEREAS**, JCSA receives contributions from philanthropic minded individuals and businesses by way of sponsorship of a team. Each player receives a complete set of uniforms, a participation trophy and recognizes the contribution of each coach and sponsor by presenting them with a plaque.

**WHEREAS**, JCSA takes pride in conducting a Celebration of Soccer event under the auspices of New Jersey Youth Soccer Association in which all participating players receive a free soccer clinic under the direction of Director of Coaching, NJ YSA, a goodie bag which includes fancy gifts and a T-shirt and a soccer ball. They also receive rhythmic music training in order for all the players learn to coordinate their body movements and to master the art of footwork essential to play soccer.

**WHEREAS**, JCSA also conducts an annual summer camp in collaboration with the New York Red Bulls Training Academy to scout talented soccer players for the Regional Development Soccer (RDS) programs. JCSA has participated and received outstanding achievements in travel leagues, major tournaments, State Cups, Metro Youth Soccer league, First All-County high school teams in both boys and girls categories.

**NOW THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor, all players, coaches and members of the Jersey City Soccer Association. We appreciate the following Board Members for their commitment to the youth of Jersey City and wish them continued success.

**Carlos Carvajal, President**

**Ed Hazelett, 1st Vice President**

**Joe Santella, 2nd Vice President**

**Anand Sumaithangi, Secretary**

**Xavier Melendez, Treasurer**

**Rosa Pagnillo-Lopez, Trustee**

**John Hazalett, Trustee**

**Duane Winfield, Trustee**

**Alex Valles, Trustee**

G:\WPDOCS\TOLONDA\RESOS\Sports\Jersey City Soccer Association.docx

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6.19.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.415

Agenda No. 10.I

Approved: JUN 19 2013

TITLE:



**Resolution Authorizing the Waiver of the Twenty (20) Day Waiting Period for Ordinance 13-076.** An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code designating a reserved parking space at 36 Broadman Parkway; 271 Claremont Avenue; 186b Dwight Street; 20 Emory Street; 84 Fulton Avenue; 19 Kensington Avenue; 219 Liberty Avenue; 70 Neptune Avenue; 42 Poplar Street; 157 Roosevelt Avenue; 47-45 Stevens Avenue; 264 Summit Avenue; 133 Van Wagenen Avenue; 101 Virginia Avenue and 435 Wayne Street and repeal the reserved parking space at 87 Eastern Parkway.

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

**Whereas**, at its meeting of June 19, 2013 at 6:00 p.m., the Municipal Council adopted Ordinance 13-076; and

**Whereas**, N.J.S.A. 40:69A-181(b) provides for the twenty (20) day period prior to the effective date of an ordinance after adoption unless the Municipal Council by resolution, declares an emergency; and

**Whereas**, it is necessary that this ordinance become effective immediately because a backlog exists in the processing of applications and any further delay in enacting the ordinance would cause undue pain and suffering to the applicant.

**Now, Therefore, Be it Resolved**, by the Municipal Council of the City of Jersey City that:

- (1) an emergency is hereby declared for the reason set forth herein; and
- (2) pursuant to N.J.S.A. 40:69A-181(b) the twenty (20) day waiting period prior to the effective date of Ordinance 13-076 is hereby waived so that this Ordinance is effective immediately.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6.19.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13.416  
 Agenda No. 10.J  
 Approved: JUN 19 2013  
 TITLE:



## RESOLUTION CELEBRATING THE LIFE AND DEEDS OF

*Robert N. "Kwame" Daughtry, Jr.*

**WHEREAS**, Robert N. "Kwame" Daughtry, Jr. was born on July 5, 1947 to Frances Daughtry and the late Robert N. Daughtry Sr.; and

**WHEREAS**, Kwame Daughtry was a dedicated Community Awareness Series (CAS) employee, a department of the Jersey City Free Public Library for 27 years as a Community Library Assistant after serving as a volunteer for about three years. David-Daoud Williams founded CAS in 1977 as a cultural education program that hosted live theater, musical acts, dance companies, literary artists and public speakers which are performed in a theater space at the Miller Branch Library, at 489 Bergen Avenue in Jersey City; and

**WHEREAS**, Kwame Daughtry, along with Williams and Steven Pinkney organized many successful programs. Their passion for the Jersey City Free Public Library and the CAS program was evident and caused widespread interest and support when funding for the program was first cut from about \$140,000 to approximately \$90,000 to nothing. The dedicated trio launched the "Save CAS" campaign and was instrumental in restoring some of the much needed funding; and

**WHEREAS**, Kwame Daughtry was willing to bring controversial topics to the CAS program and will be remembered as the intellectual member of the CAS trio. As the nephew of Brooklyn activist Rev. Herbert Daughtry, Kwame had a vast amount of experience in political activism. During a time when many people in the United States were not familiar with the plight of black South Africans, he organized several CAS educational programs before the abolition of apartheid. He was also responsible for the CAS programs that dealt with the history of African American-Jewish relations in the U.S., Palestinian-Israeli relations, the prison industrial complex and gang violence, among other topics. The dedicated community activist was also an avid chess player; and

**WHEREAS**, Robert N. "Kwame" Daughtry, Jr. departed this life on April 27, 2013. He was the beloved son of Frances Daughtry and the late Robert N. Daughtry Sr.; cherished brother of Gregory (Belinda) Daughtry, Ronald (Suzette) Daughtry, Donald Daughtry, Cynthia Daughtry-James, Deborah and Antoinette Daughtry.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City deems it fitting and proper to celebrate the life and deeds of Robert N. "Kwame" Daughtry, Jr. He will be greatly missed by all who knew him.

G:\WPDOCS\TOLONDA\RESOS\EULOGIZE\Robert N. Kwame Daughtry.docx

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.417

Agenda No. 10.K

Approved: JUN 19 2013

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL  
ACTION PLANS TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK  
GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME),  
EMERGENCY SOLUTIONS GRANT (ESG) AND HOUSING OPPORTUNITIES FOR  
PERSONS WITH AIDS (HOPWA) FUNDS**

---

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, on April 21, 2010 the Municipal Council adopted Resolution No. 10-239 authorizing the submission of the 2009-2014 Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, on May 14, 2008, January 26, 2009 and April 21, 2010, the Municipal Council adopted Resolutions No. 08-331, No. 09-044 and 10-239, respectively, authorizing the submission of Annual Applications and Action Plans; and

**WHEREAS**, the City is desirous of reallocating \$2,508,000 in HOME Investment Partnerships Program (HOME) funds; \$950,000 in Community Development Block Grant (CDBG) funds; \$14,333 in Housing Opportunities for Persons With AIDS (HOPWA) funds and \$10,000 in Emergency Solutions Grant (ESG) funds reprogrammed from various fiscal years; and

**WHEREAS**, the City is desirous of re-allocating HOME, CDBG, HOPWA and ESG funds as detailed on the attached page.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor or Business Administrator is hereby authorized to execute agreements with organizations identified in Exhibit A and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

**BE IT FURTHER RESOLVED**, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME), EMERGENCY SOLUTIONS GRANT (ESG) AND HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS**

**EXHIBIT A**

**Reprogrammed Activities – HOME Investment Partnerships Program (HOME)**

Description			
<b>Developer: Garden State Episcopal CDC</b> 514 Newark Avenue Jersey City, NJ 07306		<b>Project: Weber Friars Homes</b> 134-142 Cator Avenue 33-39 New Street Jersey City, NJ	
Acquisition and demolition of a vacant industrial property for the creation for nine (9) two (2) family homeownership units for households at approximately 50% AMI. Allocate \$1,500,000 in HOME funds to supplement \$297,500 in Affordable Housing Trust Funds. Nine (9) HOME assisted units.			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
Various	Reprogrammed Funds	\$1,500,000	N/A
<b>Developer: 65 Fleet Street Development LLC</b> 46 Church Street Montclair, NJ 07042		<b>Project: Fleet Manor</b> 63-65 Fleet Street Jersey City, NJ	
Acquisition and new construction of 13 mixed income condominium units. Six (6) Home assisted affordable units and seven (7) market rate units. Allocate \$1,008,000 in HOME funds.			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
Various	Recaptured funds cancelled project	\$1,008,000	N/A
Reprogrammed Activities – Community Development Block Grant (CDBG)			
<b>Jersey City Department of Public Works (Engineering) - ADA Curb Cuts (Citywide)</b> 575 Route 440, Jersey City, NJ			
Construction of new curb ramps with warning signals. ADA compliance. Allocated \$500,000 from CDBG available balances.			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
Various	Cancelled projects and re-captured funds	\$500,000	N/A
<b>Jersey City Redevelopment Agency (JCRA)</b> 66 York Street Jersey City, NJ 07302 <b>Project: Berry Lane Park (Garfield Avenue, Woodward Street and Communipaw Avenue)</b>			
Completion of the baseball field, begin work for the bikeway, landscaping and other improvements associated with constructing a new 17-acre park. Allocate \$450,000 from CDBG available balances.			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
Various	Cancelled projects and recaptured funds.	\$450,000	N/A



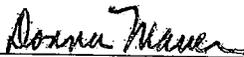
TITLE:

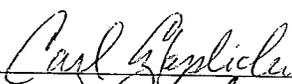
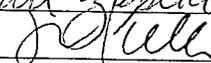
**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
 AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL  
 ACTION PLANS TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK  
 GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME),  
 EMERGENCY SOLUTIONS GRANT (ESG) AND HOUSING OPPORTUNITIES FOR  
 PERSONS WITH AIDS (HOPWA) FUNDS**

**SUMMARY OF REPROGRAMMED ACCOUNTS**

VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O. #
Garden State Episcopal CDC	Weber Friars Homes	\$1,500,000.	36-200-56-904-	<b>110257</b>
65 Fleet Street Development LLC	Fleet Manor	\$1,008,000.	36-200-56-904-	<b>110263</b>
JC DPW – Engineering	ADA Curb Cuts	\$500,000.	54-200-56-851-632	<b>110258</b>
JC Redevelopment Agency	Berry Lane Park	\$450,000.	54-200-56-851-924	<b>110259</b>
Garden State Episcopal CDC	Hudson CASA	\$14,333.	37-200-56-906-984	<b>107014</b>
Garden State Episcopal CDC	Homeless Prevention	\$10,000.	49-200-56-900-546	<b>107989</b>

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$3,482,333 are available in the above accounts.

  
 Donna Mauer  
 Chief Financial Officer

APPROVED:   
 APPROVED:   
 Business Administrator

  
 APPROVED AS TO LEGAL FORM  
 Corporation Counsel  
 Certification Required   
 Not Required

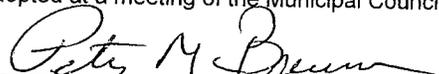
APPROVED 9-0

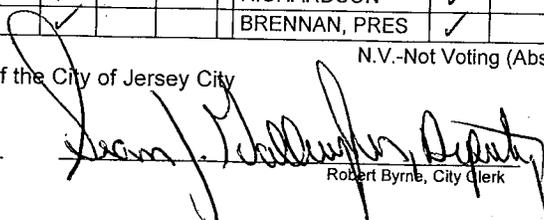
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

Adopted at a meeting of the Municipal Council of the City of Jersey City

N.V.-Not Voting (Abstain)

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to 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.

**FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE 2010-2014 CONSOLIDATED PLAN AND MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME), EMERGENCY SOLUTIONS GRANT (ESG) AND HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

Darice Toon, Director, Division of Community Development – 201-547-5304

**DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:**

Re-allocating CDBG, HOME, HOPWA and ESG funds for eligible activities that will benefit primarily low / moderate income persons

**ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Acquisition and demolition of vacant industrial property for the creation of affordable housing, construction of ADA compliant curb ramps and completion of baseball field, bikeway, landscaping and other improvements associated with development of a new 17 acre park in a low/moderate income area.

**COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

\$3,482,333

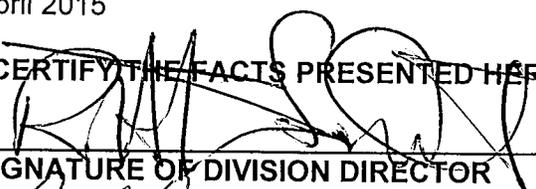
**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

November 2013

**ANTICIPATED COMPLETION DATE:**

April 2015

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DIVISION DIRECTOR

6/12/13  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

6/12/13  
DATE

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

City Clerk File No. Res. 13.418

Agenda No. 10.L

Approved: JUN 19 2013

TITLE:



## **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT WITH GARDEN STATE EPISCOPAL CDC – WEBER FRIARS HOMES**

**WHEREAS**, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

**WHEREAS**, said spending plan authorizes the City to enter into contract with for profit or non-profit entities, organized under state and federal law for the purpose of constructing affordable housing; and

**WHEREAS**, the eligible applicant must provide proof that it is the recipient of funds from another public or private source(s) that together with the AHTF will constitute sufficient funds to complete the proposed project; and

**WHEREAS**, Garden State Episcopal CDC – Weber Friars Homes proposes to acquire and demolish a vacant industrial property for the creation of nine (9) two (2) 2-family homeownership units for households at approximately 50% AMI; and

**WHEREAS**, Garden State Episcopal CDC – Weber Friars Homes will be located at 134-142 Cator Avenue and 33-39 New Street, Jersey City, New Jersey, Block(s) 28201 Lot(s) 8; and

**WHEREAS**, the total development cost for this project is approximately \$3,575,000. Proposed financing will consist of the following sources: Affordable Housing Trust Funds - \$297,500; HOME Investment Partnerships Program (HOME) - \$1,500,000 and Sales Proceeds – \$1,777,500; and

**WHEREAS**, the City supports this project and is recommending the project for \$297,500 in Affordable Housing Trust Funds.

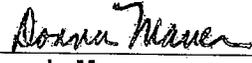
TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
 AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT  
 WITH GARDEN STATE EPISCOPAL CDC – WEBER FRIARS HOMES**

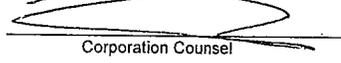
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is hereby authorized to enter into an Agreement with Garden State Episcopal CDC – Weber Friars Homes to acquire and demolish a vacant industrial property for the creation of nine (9) 2-family homeownership units for households at approximately 50% AMI.
- 2) This commitment of funds is conditioned on the recipient receiving additional construction financing commitments of at least \$1,528,000 and furnishing proof of same to the City within five (5) months. The five month deadline for proof of funds may be extended for good cause at the discretion of the Director of the Division of Community Development.
- 3) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary to secure loans under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$297,500 are available in Account No. 17-293-56-000-025. (P.O.110256)

  
 Donna L. Mauer  
 Chief Financial Officer

APPROVED:   
 APPROVED:   
 Business Administrator

  
 APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

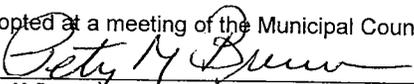
Certification Required   
 Not Required

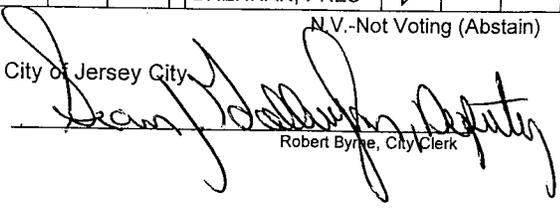
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City  
  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to 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.

**FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) AGREEMENT WITH GARDEN STATE EPISCOPAL CDC – WEBER FRIARS HOMES**

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

Darice Toon, Director, Division of Community Development – 201-547-5304

**DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:**

Acquisition and demolition of a vacant industrial property for the creation of nine (9) 2-family homeownership units for households at approximately 50% AMI

**ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Creation of affordable housing

**COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

Approximately \$1,797,500

**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

November 2013

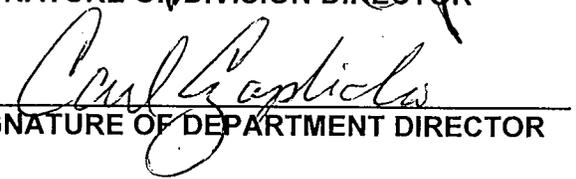
**ANTICIPATED COMPLETION DATE:**

April 2015

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DIVISION DIRECTOR

6/12/13  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

6/12/13  
DATE

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

City Clerk File No. Res. 13.419

Agenda No. 10.M

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDS UNDER THE FY 13 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) STATE PROGRAM THROUGH THE HUDSON COUNTY PROSECUTORS OFFICE**

**COUNCIL AS A WHOLE**, offered and moved adoption of the following Resolution;

**WHEREAS**, the City of Jersey City Department of Police is eligible as a law enforcement agency to submit an application for funding to the Hudson County Prosecutor's Office that will be submitted in a consolidated application for all Hudson County law enforcements agencies;

**WHEREAS**, the Department of Justice has announced that Jersey City has been designated to receive an allocation of \$184,397.00;

**WHEREAS**, The Jersey City Police Department will utilize \$184,397.00 for the continuation of foot and vehicular patrols that will address quality of life complaints and under cover tactical gang - and drug enforcement operations.

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

1. The Jersey City Police Department is hereby authorized to apply for funding from the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) State Program through the Hudson County Prosecutors Office

APPROVED: *[Signature]* APPROVED AS TO LEGAL FORM  
 APPROVED: *[Signature]* Corporation Counsel  
 Business Administrator

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

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 shall 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.

**Full Title of Ordinance/Resolution/Cooperation Agreement:**

**RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDS UNDER THE FY 13 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) STATE PROGRAM THROUGH THE HUDSON COUNTY PROSECUTORS OFFICE**

**1. Names and Title of Person Initiating Ordinance/Resolution:**

Robert Kakoleski, Police Director

**2. Concise Description of the Program, Program Project or Plan Proposed in the Ordinance/Resolution**

Authorization to apply for funds under the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) State Program.

**3. Reasons (Need) for the Proposed Program, Project etc:**

To continue and extend community –based policing programs that will improve quality of life throughout various neighborhoods in Jersey City.

**4. Anticipated Benefits to the Community:**

Assigned patrols will significantly help to deter disorderly conduct reduce criminal activity.

**5. 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.):**

No matching requirement Award amount \$184,397.00

**6. Date Proposed Program or Project will Commence:**

To be announced

**7. Anticipated Completion:**

To be announced

**8. Person Responsible for Coordinating Proposed Program/Project:**

Robert Kakoleski, Acting Director of Police

I certify that all the facts presented herein are accurate.

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

6/20/13  
\_\_\_\_\_  
DATE

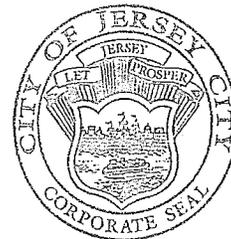
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.420

Agenda No. 10.N

Approved: JUN 19 2013

TITLE:



## RESOLUTION EXTENDING A LICENSE AGREEMENT WITH JERSEY CITY PUBLIC SCHOOL DISTRICT FOR USE OF BLOCK 14602 LOT 27, 198 PLAINFIELD AVENUE

**Council** offered and moved adoption of the following Resolution :

**WHEREAS**, the City of Jersey City is the owner of the property known as Block 14602 Lot 27, 198 Plainfield Avenue; and,

**WHEREAS**, the property is vacant land adjacent to Public School # 39; and,

**WHEREAS**, the Jersey City Public School District has been utilizing the property for parking for personnel of Public School # 39 since November 1992; and,

**WHEREAS**, the City will continue to grant permission to the Jersey City Public School District to allow the personnel of Public School # 39 to park at said property for an additional one year commencing July 1, 2013 and ending June 30, 2014; and,

**WHEREAS**, the Jersey City Public School District will indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury and property damage arising out of the Jersey City Public School District occupancy and use of the property.

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City Public School District to utilize city-owned property located at Block 14602 Lot 27, 198 Plainfield Avenue.
2. The term of the License Agreement shall commence on July 1, 2013 and end June 30, 2014.

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

0 2 0 1 3 0 8 6

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6.19.13				6.19.13				6.19.13			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

May 21, 2013

Ann Marie Miller, Real Estate Manager  
City of Jersey City  
Real Estate Office  
365 Summit Avenue  
Jersey City, New Jersey 07306

Re: 51 Crescent Avenue (Block 1928, Lot F), 278-288 Duncan Avenue, Block 1655,  
Lot 180-184, 166-198 Danforth Avenue (Block 1366, Lot 54A)

Dear Ms. Miller:

I am writing in response to your letter addressed to R. Scott Eveland, dated May 16, 2013, with reference to the above properties. Please be advised that the District would like to renew these License Agreements for another year. Kindly forward the License Agreements at your earliest convenience. As you may know, the District's Business Office cannot begin the process of updating Insurance Certificates until after July 1, 2013 and we will be sure to list the City of Jersey City as an additional insured.

Thank you

Very truly yours,

Debra Shannon  
General Counsel

c: Luigi Campana, School Business Administrator  
Rhonda Curry, Assistant School Business Administrator  
John T.M. Chester, Executive Assistant

## LICENSE AGREEMENT

This Agreement is made this            day of            , 2013, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOL DISTRICT , and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

### **WITNESSETH that:**

1.     The City is the owner of certain property located at Block 14602 Lot 27 198 Plainfield Avenue.
2.     The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2014).
3.     The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public Schools.
4.     The Jersey City Public School District use of the Property shall be for the sole purpose of parking for the personnel of Public School # 39.
5.     The Jersey City Public School District 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 arising by reason of this Agreement or the use of the Property by the Jersey City Public Schools or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6.     The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public School District.
7.     All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey City Public School District 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 City, together with all information required by the City on prescribed forms to be provided by the City.
8.     The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.

9. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public Schools, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.
10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
11. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public School District, as the case may be, 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 Jersey City Public School District, as the case may be.
12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

<b>City:</b>	<b>City of Jersey City Business Administrator City Hall 280 Grove Street Jersey City, New Jersey 07302</b>
--------------	--

<b>Jersey City Public School District</b>	<b>Jersey City Public School District 346 Claremont Avenue Jersey City, New Jersey 07305 Attn: Debra Shannon, General Counsel</b>
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13. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.

14. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

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

**ATTEST:**

**CITY OF JERSEY CITY**

---

**ROBERT BYRNE  
CITY CLERK**

---

**JACK KELLY  
BUSINESS ADMINISTRATOR**

**WITNESS:**

**JERSEY CITY PUBLIC SCHOOL  
DISTRICT**

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

City Clerk File No. Res. 13.421

Agenda No. 10.0

Approved: JUN 19 2013

TITLE:



**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC SCHOOLS FOR USE OF BLOCK 16901 LOT 17, 51 CRESCENT AVENUE.**

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

**WHEREAS**, the City of Jersey City is the owner of the property known as Block 16901, Lot 17, located at 51 Crescent Avenue ; and,

**WHEREAS**, the Jersey City Public School District is requesting permission from Jersey City to continue to rehabilitate the city- owned building located at 51 Crescent Avenue for an additional one (1 ) year; and,

**WHEREAS**, the Jersey City State Public School District in partnership with the City of Jersey City operates a program through the schools to rehabilitate housing within the City ; and,

**WHEREAS**, Jersey City desires to grant permission to the Jersey City Public School District to continue to rehabilitate said building and that the City is indemnified and adequately insured against any damages or loss arising from the use of this Property ; and ,

**WHEREAS**, the City does not object if the Construction Code Official issues permits for \$1.00 and provides assistance and inspections where necessary ; and ,

**WHEREAS**, the Jersey City Public School District has been utilizing the property since March 2002; and ,

**WHEREAS**, it is necessary to extend the License Agreement for an additional one (1) year from July1, 2013 to June 30, 2014.

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City School Public School District on Block 16901 Lot 17, 51 Crescent Ave.
2. The term of the License Agreement shall commence on July 1, 2013 and ending June 30, 2014.

APPROVED: Ann Marie Miller APPROVED AS TO LEGAL FORM  
 Ann Marie Miller, Real Estate Manager  
 APPROVED: [Signature]  
 Business Administrator Corporation Counsel

02013085

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

May 21, 2013

Ann Marie Miller, Real Estate Manager  
City of Jersey City  
Real Estate Office  
365 Summit Avenue  
Jersey City, New Jersey 07306

Re: 51 Crescent Avenue (Block 1928, Lot F), 278-288 Duncan Avenue, Block 1655,  
Lot 180-184, 166-198 Danforth Avenue (Block 1366, Lot 54A)

Dear Ms. Miller:

I am writing in response to your letter addressed to R. Scott Eveland, dated May 16, 2013, with reference to the above properties. Please be advised that the District would like to renew these License Agreements for another year. Kindly forward the License Agreements at your earliest convenience. As you may know, the District's Business Office cannot begin the process of updating Insurance Certificates until after July 1, 2013 and we will be sure to list the City of Jersey City as an additional insured.

Thank you

Very truly yours,

Debra Shannon  
General Counsel

c: Luigi Campana, School Business Administrator  
Rhonda Curry, Assistant School Business Administrator  
John T.M. Chester, Executive Assistant

## LICENSE AGREEMENT

This Agreement is made this            day of            , 2013, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOL DISTRICT , and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

**WITNESSETH** that:

1. The City is the owner of certain property located at 51 Crescent Avenue.
2. The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2014).
3. The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public School District.
4. The Jersey City Public School District's use of the Property shall be for the sole purpose of making renovations by students working under the supervision of the staff of the School District to rehabilitate the property for low and moderate income housing.
5. The Jersey City Public School District 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 arising by reason of this Agreement or the use of the Property Jersey City Public School District or any of its agents, servants, employees, contractors or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6. The Jersey City Public School District agrees to carry or require their contractors to carry Property Damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000.00 or such other type and amount as is deemed necessary or appropriate by the City Risk's Manager. The Jersey City Public School District, or its agents shall furnish to the City a Certificate of Insurance for the benefit of the Jersey City Public School District as the City naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of insurance evidencing policies or insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this agreement but in no event later than one week after execution of this Agreement. The obligations of the Jersey City Public School District to indemnify the City pursuant to this Section shall any survive termination of this Agreement.

7. The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public School District.
8. All accidents or injuries to person, or any damages, etc. occurring as result of or in connection with the Jersey City Public School District'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 City, together with all information required by the City on prescribed forms to be provided by the City.
9. The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractor and invites on the Property, at no cost to the City.
10. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City School District, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.
11. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
12. The Jersey City Public School District shall each provide in writing to the City the names of two(2) authorized representatives of the School District, as the case may be, 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 to speak or act for the Jersey City Public School District, as the case may be.

13. All notices and payment between the parties hereto be addressed and delivered to the following.

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

**Jersey City Public School District:** **Jersey City Public School District**  
**346 Claremont Avenue**  
**Jersey City, New Jersey 07305**  
**Attn: Debra Shannon, General Counsel**

14. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.
15. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the agreement.

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

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
**CITY CLERK**

\_\_\_\_\_  
**JACK KELLY**  
**BUSINESS ADMINISTRATOR**

**WITNESS:**

**JERSEY CITY PUBLIC SCHOOL DISTRICT**

\_\_\_\_\_

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

City Clerk File No. Res. 13.422

Agenda No. 10.P

Approved: JUN 19 2013

TITLE:



## RESOLUTION EXTENDING A LICENSE AGREEMENT WITH JERSEY CITY PUBLIC SCHOOL DISTRICT USE OF BLOCK 28204 LOT 41, 166 DANFORTH AVENUE

**COUNCIL  
Resolution:**

**offered and moved adoption of the following**

**WHEREAS**, the City of Jersey City is the owner of the property known as Block 28204 Lot 41, 166 Danforth Avenue

**WHEREAS**, the property is vacant land adjacent to Public School #20, and;

**WHEREAS**, the Jersey City Public School District has been utilizing the property for parking for personnel of Public School #20 since November 1992, and;

**WHEREAS**, the City will continue to grant permission to the Jersey City Public School District to allow the personnel of Public School #20 to park at said property for an additional one year commencing July 1, 2013 and ending June 30, 2014, and;

**WHEREAS**, the Jersey City Public School District will indemnify and hold the City and its officers agent and employees harmless from any and all claims or personal injury and property damage arising out of the Jersey City Public School District occupancy and use of the property. a

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

1. The Mayor or Business Administrator be authorized to execute a License Agreement with the Jersey City Public School District to utilize city-owned property located at Block 28204 Lot 41, 166 Danforth Avenue.
2. The terms of the License Agreement shall commence on July 1, 2013 and end on June 30, 2014.

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

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

APPROVED: [Signature]  
Business Administrator

02013084

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6.19.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

May 21, 2013

Ann Marie Miller, Real Estate Manager  
City of Jersey City  
Real Estate Office  
365 Summit Avenue  
Jersey City, New Jersey 07306

Re: 51 Crescent Avenue (Block 1928, Lot F), 278-288 Duncan Avenue, Block 1655,  
Lot 180-184, 166-198 Danforth Avenue (Block 1366, Lot 54A)

Dear Ms. Miller:

I am writing in response to your letter addressed to R. Scott Eveland, dated May 16, 2013, with reference to the above properties. Please be advised that the District would like to renew these License Agreements for another year. Kindly forward the License Agreements at your earliest convenience. As you may know, the District's Business Office cannot begin the process of updating Insurance Certificates until after July 1, 2013 and we will be sure to list the City of Jersey City as an additional insured.

Thank you

Very truly yours,

Debra Shannon  
General Counsel

c: Luigi Campana, School Business Administrator  
Rhonda Curry, Assistant School Business Administrator  
John T.M. Chester, Executive Assistant

## LICENSE AGREEMENT

This Agreement is made this            day of            , 2013, between the CITY OF JERSEY CITY (City), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "Licensor" and the JERSEY CITY PUBLIC SCHOOL DISTRICT , and its employees, agents, invites and contractors, with offices at 346 Claremont Avenue, Jersey City, New Jersey 07305, hereinafter designated as "Licensee".

**WITNESSETH** that:

1.     The City is the owner of certain property located at Block 28204 Lot 41, 166 Danforth Avenue.
2.     The City agrees to permit the Jersey City Public School District to enter the Property for no consideration for a period not to exceed one year (June 30, 2014).
3.     The City reserves the right to terminate the agreement at will upon sixty (60) days advance written notice to the Jersey City Public School District.
4.     The Jersey City Public School District shall use the Property for the sole purpose of parking for personnel of Public School #20.
5.     The Jersey City Public School District 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 arising by reason of this Agreement or the use of the Property by the Jersey City Public School District or any of its agents, servants, employees, or invites, in, on or about the Property for the purposes set forth above with its permission, express or implies, and whether the use of the Property is within or outside the scope of the above permitted use.
6.     The Jersey City Public School District shall further furnish to the City evidence that it has reasonable compensation insurance for the protection of any of the employees or agents of the Jersey City Public Schools.
7.     All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with the Jersey city Public School District 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 City, together with all information required by the City on prescribed forms to be provided by the City.
8.     The Jersey City Public School District shall accept sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invites while on the Property, at no cost to the City.

9. Any equipment installed or used by the Jersey City Public School District in connection with its use of the Property that may be removed without damage to the Property shall be deemed to be the property of the Jersey City Public School District, as the case may be, and shall be removed by it at the termination of the agreement, or in no event later than fourteen (14) days thereafter. In the event that same is not removed, same shall be deemed abandoned and the City shall have the right to dispose of the same and charge the Jersey City Public School District, for any cost of disposing thereof.

10. The Licensee shall at its own expense, supply all materials and personnel necessary for the conduct of any of its operations in the licensed premises.
11. The Jersey City Public School District shall each provide in writing to the City the names of two (2) authorized representatives of the Jersey City Public School District, as the case may be, 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 Jersey City Public School District, as the case may be.
12. All notices and payments between the parties hereto shall be addressed and delivered to the following:

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

**Jersey City Public School District** **Jersey City Public School District**  
**346 Claremont Avenue**  
**Jersey City, New Jersey 07305**  
**Attn: Debra Shannon, General Counsel**

13. The Jersey City Public School District shall not assign this Agreement, or any part thereof, or occupy the same for any other reason or reasons then herein stipulated in this agreement, under penalty of damages and forfeiture.

14. All of the above terms and conditions shall be binding on the Jersey City Public School District, the City and all other parties connected with the event for which the Property is herein licensed. Any and all violations of the terms and conditions of the Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

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

**ATTEST:**

**CITY OF JERSEY CITY**

---

**ROBERT BYRNE  
CITY CLERK**

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**JACK KELLY  
BUSINESS ADMINISTRATOR**

**WITNESS:**

**JERSEY CITY PUBLIC SCHOOL  
DISTRICT**

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

City Clerk File No. Res. 13.423

Agenda No. 10.Q

Approved: JUN 19 2013

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT TO ALLOW THE UNION CITY POLICE DEPARTMENT NON-EXCLUSIVE USE OF JERSEY CITY'S OUTDOOR FIREARMS RANGE AT THE PSE&G HUDSON GENERATING STATION

COUNCIL offered and moved adoption of the following Resolution:

**WHEREAS**, the Hudson Generating Station [Property] is owned by Public Service Electric and Gas Company [PSE&G]; and

**WHEREAS**, pursuant to the License Agreement dated April 15, 1987, the City of Jersey City [Jersey City] uses the Property in order to construct, operate and maintain an outdoor firearms range [Facility] and related parking, including ingress and egress over those roadways needed to access the Property; and

**WHEREAS**, pursuant to a resolution adopted on June 13, 2007, Jersey City authorized a four (4) year license agreement with the Cit of Union City [Union City] to enable its Police to receive firearms training and held over for almost two (2) additional years; and

**WHEREAS**, Union City has advised Jersey City that it continues to have a need to use the Facility (together with Jersey City) for firearms training and qualification courses for its Police Department and has requested a one (1) year license with up to four (4) additional automatic renewals; and

**WHEREAS**, Union City shall provide written proof of insurance coverage with the coverage amount to be approved by Jersey City; and proof that all payments under the prior license have been paid; and

**WHEREAS**, Jersey City agrees to allow Union City to use the Facility for \$7,500 a year, subject to the terms and conditions set forth in the License Agreement attached hereto.

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

1. Union City shall be authorized to use the Facility at the PSE&G Hudson Generating Station, for firearms training and qualifications courses for members of its Police Department and for no other purposes, for up to one (1) year commencing on or about June 13, 2013, four (4) days a week, up to eight (8) hours a day. The fee for such use shall be \$7,500.00 annually. Jersey City will guarantee availability for half of the Facility for four (4) days per week and up to eight (8) hours a day.
2. The License Agreement shall be for a term of one (1) year commencing on or about June 13, 2013, which term shall be automatically renewed each anniversary date for up to four (4) additional one (1) year terms.

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT TO ALLOW THE UNION CITY POLICE DEPARTMENT NON-EXCLUSIVE USE OF JERSEY CITY'S OUTDOOR FIREARMS RANGE AT THE PSE&G HUDSON GENERATING STATION

- 3. The Mayor or Business Administrator is authorized to execute a License Agreement in the form attached hereto, and such other documents that may be necessary or appropriate to implement the purposes of the within resolution.
- 4. Permission to use the Facility is subject to Union City Police Department obtaining the approval of PSE&G to use the Property and/or Conrail to use the grade crossing to access the Facility. The Business Administrator is also authorized and directed to execute an agreement consenting thereto, if appropriate.
- 5. All agreements shall be in a form subject to review and approval by the Corporation Counsel.

JM/he  
6/12/13

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0  
6.19.13

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** is made effective the \_\_\_\_ day of \_\_\_\_\_, 2012, between the **CITY OF JERSEY CITY [JERSEY CITY or LICENSOR]**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the **CITY OF UNION CITY [UNION CITY or LICENSEE]**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 3715 Palisade Avenue, Union City, New Jersey 07087.

### **W I T N E S S E T H:**

1. Jersey City is a tenant and maintains an outdoor firearms range (Facility) that was constructed on the Public Service Electric and Gas Company (PSE&G) Hudson Generating Station property (Property), pursuant to an April 15, 1987 agreement with PSE&G and an agreement with Conrail.

2. Jersey City is authorized to use the Property in order to operate and maintain the Facility and related parking, including ingress and egress over those roadways needed to access the Property.

3. Union City needs to use approximately half of the Facility for four (4) days a week, for up to eight (8) hours a day for one (1) year for the following purposes and no other:

Small arms, sub-gun, long rifle, shotgun training, and qualification course for the Union City Police Department also to include the Emergency Service Unit. Union City acknowledges that its use of the Property is subordinate to the City's use although the City agrees to guarantee availability for a minimum of four (4) days per week plus one additional day every four (4) months and to attempt to otherwise reasonably accommodate the need of the Union City Police Department to use the Property.

4. Jersey City represents that to the best of its knowledge the purpose or use does not violate any local, State or Federal rules of regulation and agrees to permit Union City or its duly designated agents, servants, employees, contractors or invitees, to enter onto the Facility for the purpose set forth above and for no other purpose whatsoever.

5. No permanent improvements are permitted on the Property. The location of any materials or equipment is subject to the prior written approval of the Jersey City Engineer.

6. Union City shall pay Jersey City a user fee equal to the sum of \$7,500 yearly. This is a user fee only and does not constitute rent or fair market value.

7. Union City shall defend, indemnify, save and hold harmless Jersey City from any and all accidents, losses, demands, suits, judgments, liens, expenses or damages whatsoever arising by reason of this License agreement or the use of the Facility by Union City or any of its agents, servants, employees, contractors or invitees, in, on or about the Property with its permission, express or implied, and whether the use of the Facility is within or outside the scope of the above permitted use. The obligations of Union City to indemnify Jersey City pursuant to this section shall survive any termination of this license.

8. Union City shall purchase and maintain the following insurance during the term of this License Agreement: a) Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages covering as insured Licensor with not less than five million dollars (\$5,000,000) combined single limit for Bodily Injury and Property Damage Liability. The Licensee, its agents, servants and employees shall be named as additional insured; and b) Automobile Liability Coverage: covering as insured the Licensor with not less than five million dollars (\$5,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage. Union City, its agents, servants and employees shall be named as additional insured. All insurance policies shall be written on an occurrence form only or such other form as is acceptable to the Jersey City Risk Manager. Union City agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this License Agreement. Union City shall furnish Jersey City with certificates of each insurance upon execution of this License Agreement. The insurance policies described in this Paragraph shall be kept in force for the period of the term of this License Agreement unless otherwise terminated.

9. All accidents or injuries to person, or any damage to property occurring as a result of or in connection with the Union City's use of the Facility, shall be reported immediately to the Jersey City, Division of Risk Management, the Office of Real Estate and the Jersey City Engineer, as authorized representatives of Jersey City together with all information required by Jersey City on prescribed forms to be provided by Jersey City.

10. Union City shall accept sole responsibility for any or all security, if necessary, for its materials or equipment of its agents, servants, employees, contractors and invitees on the Property at no cost to Jersey City.

11. Jersey City acknowledges and agrees that Union City shall be permitted to place only that materials and equipment as is permitted with the prior written approval of the Jersey City Engineer and/or Jersey City Police Range Master.

12. Any improvements or equipment installed or used by Union City in connection with its use of the Facility that may be removed without damage to the Jersey City's property shall be deemed to be the property of Union City and shall be removed by I at the termination of the License Agreement, or not later than two (2) days thereafter. In the event that the same is not removed, it shall be deemed abandoned and Jersey City shall have the right to dispose of the same and charge Union City for any cost of disposing thereof.

13. Union City shall provide in writing to Jersey City the names of two (2) authorized representatives of Union City who shall be responsible for adherence to the terms and conditions of the License agreement before, during and after the effective date of this license. No other persons are permitted to speak or act for Union City.

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

**City:** City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07302  
with a copy to the City Engineer

**Licensee:** City of Union City  
Mayor  
City Hall  
3715 Palisade Avenue  
Union City, NJ 07087

15. Jersey City reserves unto itself for any and all purpose, al rights and entry and possession, including but not limited to the inspection, repair and maintenance of any Jersey City utilities and for any public purpose.

16. Union City shall at its own cost and expense restore the area to the same condition it was prior to the commencement date of this License Agreement to the reasonable satisfaction of the Jersey City Engineer.

17. The parties intend only to create a temporary use and not to convey a lease, casement or any other interest or estate in or running with the land. It is specifically agreed and understood that Union City will not acquire any prescriptive interest or rights whatsoever to the Property under this License Agreement.

18. Union City shall not mortgage, encumber or assign this License Agreement or any part thereof.

19. This License Agreement shall be for a term of one (1) year commencing as of the date above, which term shall be automatically renewed for up to four (4) additional one (1) year terms.

20. All the above terms and conditions shall be binding on Union City, Jersey City and all parties for which the Property is herein permitted. Jersey City reserves the right to terminated the License Agreement at any time during the term hereof for good cause, upon thirty (30) days prior written notice to the other party.

21. Jersey City or Union City may terminate this License Agreement for good cause. Good cause means, 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, the failure of Union City or Jersey City to conform with a material term of this License Agreement or the failure of Union City or Jersey City to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period. In order to terminate the License Agreement, Jersey City or Union City shall send written notice that shall set forth with particularity the basis of the alleged default. Union City or Jersey City shall have thirty (30) days, from receipt of the Default Notice, to cure any Default. Subsequent to such thirty (30) days, or any approved extension, Jersey City or Union City shall have the right to terminated this License Agreement upon an additional thirty (30) days notice to Union City.

22. Union City may require the consent of PSE&G for the use of Jersey City's Facility under its April 15, 1987 License Agreement or Conrail for the use of the Conrail grade crossing to acquire access to the Facility, Union City agrees to obtain such consent or approval to such use, if it is determined to be necessary.

**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

\_\_\_\_\_  
**John Kelly**  
Business Administrator

**WITNESS:**

**CITY OF UNION CITY**

\_\_\_\_\_  
**Brian P. Stack, Mayor**

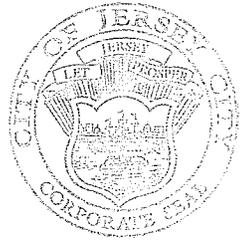
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.424

Agenda No. 10.R

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH SETTO PRODUCTIONS FOR THE PURPOSE OF THE PRODUCTION OF A FIRE DEPARTMENT VIDEO**

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

**WHEREAS**, Setto Productions Inc. has offered the Jersey City Fire Department an opportunity to appear in a national based video ("Emergency Response"), and

**WHEREAS**, the Jersey City Fire Department has agreed to appear in the video, and

**WHEREAS**, Setto Productions Inc. has requested to have their staff to ride along with the Fire Department, and

**WHEREAS**, Setto Productions Inc. has provided the necessary Indemnification Agreement and Insurance Binder, and

**WHEREAS**, the term of the ride along with the Fire Department shall be June 28 to June 30, 2013 (term), and

**WHEREAS**, this agreement will specify Setto Production Inc.'s responsibility to Jersey City including an indemnification and hold harmless clause in which Jersey City cannot be held liable for any injuries received by the staff of Setto Productions during production, and

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

1. The Mayor and/or Business Administrator be authorized to execute an agreement to indemnify Jersey City for the filming of the video and ride along by Setto Production Inc. as well as use by Setto Production of all Fire Department facilities, and
2. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: Armando Roman  
Armando Roman, Director  
Fire & Emergency Services

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

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

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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. 13.425  
 Agenda No. 10.5  
 Approved: JUN 19 2013



**TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH LACKAWANNA WAREHOUSE CORPORATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE**

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

**WHEREAS**, the Jersey City Fire Department is mandated to provide specialized rescue training for Fire Fighters and Fire Officers, and

**WHEREAS**, the City of Jersey City does not have an indoor facility large enough to accommodate said training, and

**WHEREAS**, the Lackawanna Warehouse Corporation has a facility large enough to accommodate said training at 234 16<sup>th</sup> Street in Jersey City, and

**WHEREAS**, the Lackawanna Warehouse Corporation has agreed that there will be no cost to the City or Fire Department for use of their facility, however, the City shall be responsible for all utility costs for the period of the lease, and

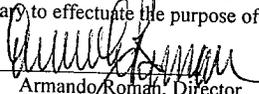
**WHEREAS**, the Fire Department will use the facility from June 15 to August 31, 2013, and

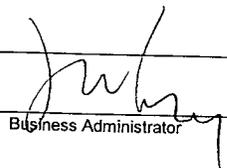
**WHEREAS**, the Lackawanna Warehouse Corporation requires indemnification and a letter of insurance from the City, and

**WHEREAS**, the agreement will specify the City's responsibilities to the owners of the facility, including an indemnification and held harmless clause in which the owner cannot be held liable for injuries received by participants in this training, and

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

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying the Lackawanna Warehouse Corporation for the use of their facility by the Fire Department for specialized rescue training;
2. The Risk Manager is authorized to issue a letter of insurance to the Lackawanna Warehouse Corp. to cover this training;
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

**APPROVED:**   
 Armando Romani, Director  
 Fire & Emergency Services

**APPROVED:**  **APPROVED AS TO LEGAL FORM**  
 Business Administrator Corporation Counsel

Certification Required   
 Not Required

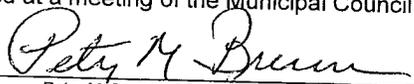
**APPROVED 9-0**

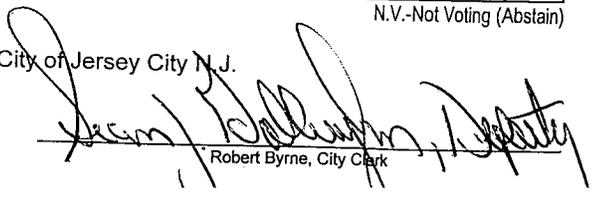
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.426

Agenda No. 10.T

Approved: JUN 19 2013

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT OF INDEMNIFICATION WITH LIBERTY STATE PARK AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

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

**WHEREAS**, various departments within the City of Jersey City, through the Department of Health and Human Services, Division of Cultural Affairs, conducts various events at Liberty State Park; and

**WHEREAS**, these special events include, but are not limited to, the Summerfest Concert Series, fireman/police award ceremonies and picnic, Jersey City School events, the Carlos Negron Run as well as various other City events; and

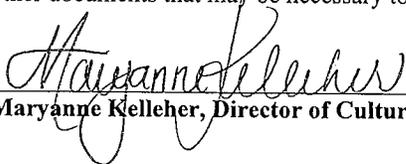
**WHEREAS**, Liberty State Park requires an indemnification agreement and letter of insurance from the City; and

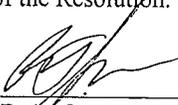
**WHEREAS**, the agreement will specify the City's responsibilities in reference to these facilities including an indemnification and hold harmless clause in which Liberty State Park cannot be held liable for injuries received by participants at these events or property damage to the facility itself.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that, the Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying Liberty State Park for the use of their facility by the Department of Health and Human Services, Division of Cultural Affairs for various activities for the period of July1, 2013 - July1, 2014.

**BE IT FURTHER RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to Liberty State Park in reference to these events.

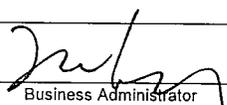
**BE IT FURTHER RESOLVED**, that the Mayor or Business Administrator be authorized to execute such other documents that may be necessary to effectuate the purpose of the Resolution.

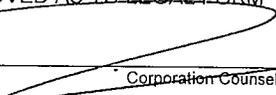
  
 \_\_\_\_\_  
 Maryanne Kelleher, Director of Cultural Affairs

  
 \_\_\_\_\_  
 Peter Soriero, Risk Manager

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

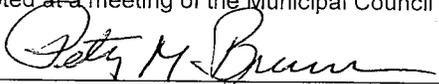
APPROVED 9-0

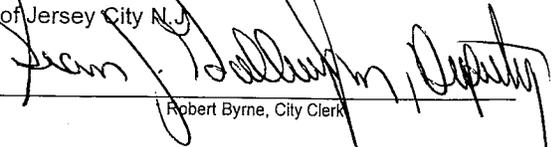
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 13.427

Agenda No. 10.U

Approved: JUN 19 2013

TITLE:



## RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$434,721.94 AND A REDUCTION IN ASSESSMENTS TO SETTLE TAX APPEALS FILED BY VARIOUS PROPERTY OWNERS

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

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

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

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

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

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

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

**These settlements will result in a refund and/or credit in the amount of \$434,721.94.**

MAM/

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

APPROVED-AS-TO LEGAL FORM

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

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

02013089

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

JUN 19 2013  
13-427

SCHEDULE A - Dated: June 10, 2013; Meeting: June 19, 2013

Block	Lot Qual	Tax Year	Taxpayer/ Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
1997	64.99	2011 (Added)	JC Redevelopment	360-398 MLK Dr.	\$3,213,300	\$1,421,600	\$1,791,700	\$125,562.33
21201	17	2012	JC Redevelopment	360-398 MLK Dr.	\$2,000,000	\$1,421,600	\$ 578,400	\$ 41,552.26
21201	17	2013	JC Redevelopment	360-398 MLK Dr.	\$2,000,000	\$1,421,600	\$ 578,400	\$ 41,552.26*
20	1.10	2009	Kohl's Dept. Stores	40 Mall Drive East	\$4,900,000	\$4,016,600	\$ 883,400	\$ 53,012.83
20	1.10	2010	Kohl's Dept. Stores	40 Mall Drive East	\$4,900,000	\$4,190,500	\$ 709,500	\$ 48,976.79
20	1.10	2011	Kohl's Dept. Stores	40 Mall Drive East	\$4,900,000	\$4,610,300	\$ 289,700	\$ 20,302.18
7303	7	2012	Kohl's Dept. Stores	40 Mall Drive East	\$4,900,000	\$4,900,000	\$ -0-	\$ -0-
7303	7	2013	Kohl's Dept. Stores	40 Mall Drive East	\$4,900,000	\$4,900,000	\$ -0-	\$ -0-
20	1.9	2009	Sears, Roebuck & Co.	50 Mall Drive West	\$6,681,000	\$4,951,900	\$1,729,100	\$103,763.29
20	1.9	2010	Sears, Roebuck & Co.	50 Mall Drive West	\$6,681,000	\$ -0-	\$ -0-	\$ -0-
20	1.9	2011	Sears, Roebuck & Co.	50 Mall Drive West	\$6,681,000	\$ -0-	\$ -0-	\$ -0-
7303	3	2012	Sears, Roebuck & Co.	50 Mall Drive West	\$6,681,000	\$ -0-	\$ -0-	\$ -0-

TOTAL \$434,721.94

\* 2013 rate estimated at \$71.84

JERSEY CITY LAW DEPARTMENT  
MEMORANDUM

DATE: June 10, 2013

TO: Peter Brennan, Council President, and Members of the City Council

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreements

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The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owners of the properties listed on the attached page. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2009-2012 tax years. The total tax dollar refund for these appeals is \$434,721.94.

The largest assessment reduction is to the Jersey City Redevelopment Agency for its property at the Hub at Martin Luther King Drive. This property was returned to the tax list in 2011. The other refunds are to Kohl's Department Stores and Sears, Roebuck & Co. for their anchor stores at the Newport Mall.

For the store properties, the assessments had not been appealed for some time; and the equalized value derived from the assessments could not be supported by income and expense analysis because of the level of the ratio. For example, if sales indicate that commercial properties in a certain area of the city are selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in that area would be approximately \$14,000,000. For the 2009 tax year, the City's ratio of assessed valuation to market value was 25.64%. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the year prior to the tax year in question. Under Title 54, assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2009 tax year was 21.79% to 29.49%. Therefore, a valid assessment for the 100,000-square- building would range between \$3,050,600 and \$4,128,600. For 2010, the ratio rose slightly to 26.75%, making the statutory range 22.74% to 30.76%. Consequently, assuming the same market value, a valid assessment for this same property for the 2010 tax year would range between \$3,183,600 and \$4,306,400. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment. Therefore, while their early appeals were valid, the store property owners had to withdraw the appeals for the later years.

I recommend these settlements as being in the best interests of the City.

ET/mm

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

City Clerk File No. Res. 13.428  
 Agenda No. 10.V  
 Approved: JUN 19 2013  
 TITLE:



## AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2012-2415 SOLD TO US BANK CUST FOR TOWER DBW

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

**WHEREAS**, the City of Jersey City sold a tax sale certificate on 216 Danforth Avenue, Block 28101 Lot 40, Certificate# 2012-2415 on December 20, 2012 to US BANK CUST FOR TOWER DBW; and

**WHEREAS, JNH FUNDING CORP.** the third party lienholder for certificate 2012-2415 lost the original certificate issued on December 20, 2012; and

**WHEREAS**, the Tax Collector's records indicate that the tax sale certificate was redeemed on April 26, 2013 by the property owner; and

**WHEREAS**, the Tax Collector would like to issue a duplicate tax sale certificate to US BANK CUST FOR TOWER DBW under chapter 99 the P.L. of 1997.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that **US BANK CUST FOR TOWER DBW** be given 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  
 6.19.13**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

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

City Clerk File No. Res. 13.429

Agenda No. 10.W

Approved: JUN 19 2013

TITLE:



AUTHORIZING RE-FORECLOSURE BY SUMMARY PROCEEDINGS IN REM TAX SALE CERTIFICATE 255176 BLOCK 19602 LOT 31 F/K/A BLOCK 1963 LOT 12.A ALSO KNOWN AS 826 Ocean Avenue; IN REM 2013-1

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED, AND MOVED

RESOLVED by the Municipal Council of the City of Jersey City, in the County of Hudson, a municipal Corporation of the State of New Jersey, that it is hereby determined that the City of Jersey City re-foreclose to clear title by Summary Proceedings on certificate 255176 block 19602 lot 31 f/k/a block 1963, lot 12.A, as provided in the IN REM 116 resolution on October 27, 1999, schedule # 106 recorded in the office of the City Clerk as resolution #99-748 agenda 10.I and;

whereas FORECLOSURE ACT (1948) R.S. 54:5-104.29 et seq., and the Acts Mandatory thereof and supplemental thereto, the Tax Sale Certificate held by it, as listed on the attached Foreclosure List.

TITLE:

AUTHORIZING RE-FORECLOSURE BY SUMMARY PROCEEDINGS IN REM TAX SALE CERTIFICATE 255176 BLOCK 19602 LOT 31 F/K/A BLOCK 1963 LOT 12.A ALSO KNOWN AS 826 Ocean Avenue; IN REM 2013-1

CERTIFICATE

I HEREBY CERTIFY that the above is a list of the land for which the tax sale certificate have been recorded with the Hudson County Registrar and held by the City of Jersey City, New Jersey and the lands affected by said certificate, against which foreclosure proceedings IN REM shall be instituted, together with the amount of all subsequent tax liens with interest, penalties and costs as of the date of computation, including the amounts required to redeem the said certificate, as appears on the records of the Tax Collector's office and the ownership of said lands as appears on the last tax duplicate of the City of Jersey City, New Jersey.

AND I FURTHER CERTIFY that the prescribed statutory period has expired from the date of the tax sale out of which the said certificate arose, and that the tax sale certificate and the land covered thereby are listed in the Tax Foreclosure List annexed, and that all or some portion of the general land taxes levied and assessed against the respective land covered by the above mentioned certificate has not been paid for the prescribed statutory period next preceding the commencement of this action.

  
\_\_\_\_\_  
MAUREEN COSGROVE  
TAX COLLECTOR  
CITY OF JERSEY CITY, NEW JERSEY

DATED: June 19, 2013  
CITY OF JERSEY CITY, NEW JERSEY

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

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

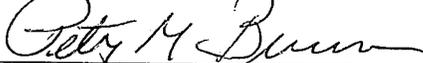
APPROVED 9-0

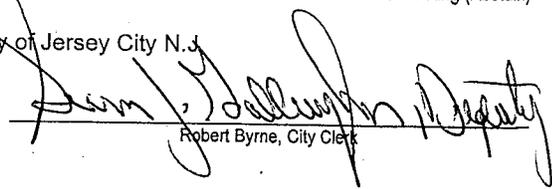
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6.19.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ 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

MILLER, MEYERSON & CORBO  
COUNSELLORS AT LAW  
35 JOURNAL SQUARE, SUITE #1105  
JERSEY CITY, NEW JERSEY 07306-6592  
<http://www.mmclawfirm.com>

ABRAHAM MILLER (1977-1974)  
LEONARD MEYERSON  
GERALD D. MILLER (CERTIFIED BY THE SUPREME COURT  
OF NEW JERSEY AS A CRIMINAL TRIAL ATTORNEY)  
CARA M. CORBO (CERTIFIED BY THE SUPREME COURT  
OF NEW JERSEY AS A MATRIMONIAL LAW ATTORNEY)  
NIRMALAN NAGULENDRAN

SAVIO D. FIGARO  
SACHIN GUPTA  
JAYDE WIENER

MICHAEL H. HOCHMAN  
(OF COUNSEL)

TEL: (201) 333-9000  
FAX: (201-333-0918  
[attorneys@mmc-law.com](mailto:attorneys@mmc-law.com)

SUBURBAN OFFICE  
24 LACKAWANNA PLAZA  
MILLBURN, NEW JERSEY  
TEL: (973) 376-1770

REPLY TO: JERSEY CITY  
ENTRANCE AT 921 BERGEN AVENUE

April 1, 2013

Via email: [NFeehan@curlaw.com](mailto:NFeehan@curlaw.com)

Natalie E. Feehan, Esq.  
John J. Curley LLC  
Harborside Financial Center  
1202 Plaza Ten  
Jersey City, New Jersey 07311

**RE: St. John's Baptist Church  
Redevelopment Agreement  
Our File No.: 33701**

Dear Ms. Feehan:

Please find copy of letter from Commonwealth Hudson Abstract Company dated March 27, 2013 which indicates that the City of Jersey did not properly acquire the property at 826 Ocean Avenue.

I am sending a copy of this letter to Ann Marie Miller of Jersey City Real Estate Department. Please advise.

Very truly yours,  
MILLER, MEYERSON & CORBO

BY: \_\_\_\_\_

GERALD D. MILLER, ESQ.

E-Mail Address: [geraldmiller@mmc-law.com](mailto:geraldmiller@mmc-law.com)

GDM/gt  
Encl.

c: Ann Marie Miller, Jersey City Real Estate Department  
Pastor Doby via email

**COMMONWEALTH HUDSON ABSTRACT COMPANY**  
*AGENT*  
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
921 BERGEN AVENUE, SUITE 818  
P.O. BOX 6447  
JERSEY CITY, NEW JERSEY 07306  
Stuart M. Barovick-Title Officer-Agent      email: pstone12@verizon.net  
Phone 201-792-3121, Fax 201-792-9548

March 27, 2013

Gerald D. Miller, Esq.  
35 Journal Sq.  
Jersey City, NJ 07306

Re: 826 Ocean Avenue, Jersey City  
SJBC Community Development Corp.

Dear Mr. Miller:

I enclose full county search made by Sara Lepis.

Title of record is vested in Secretary of Housing and Urban Development by deed book 3147 page 729.

There is a problem in the search which may be described as follows.

Deed book 5831 page 235 is a final judgment in rem vesting title in the City of Jersey City Schedule 106. Said deed refers to property known as Lot 32A in Block 1963 – 826 Ocean Avenue. It names the owner of the property as Sheila Green. The actual deed recital into her is for the adjoining property Lot 13A – 828 Ocean Avenue.

The Tax Sale Certificate on record in Book 6606 page 327 is for our P.Q. but names Sheila Green as the owner.

Sheila Green never owned our property. The actual owner of our property was and is the Secretary of Housing and Urban Development of Washington D.C. by deed book 3147 page 729. This entity was never joined in the in rem foreclosure as the actual owner of our property. It appears that a reforeclosure of the property is needed.

Account# 28322 Bk/Lot/Qual 19802 00031 County Code 09  
 Class Code 15C Old Bk/Lot/Qual 01953 00012 A 06 Town Code

Bank Code ... Mortgage Acct # ... Fire District Code ...  
 Soc Sec # ... Spouse Soc Sec # ... Property Loc 826 OCEAN AVE

Owner Name CITY OF JERSEY CITY Search Loc OCEAN AVE  
 Address 280 GROVE ST Add Lots 1 ...  
 City/State JERSEY CITY, NJ Zip 07302 Add Lots 2 ...

Land Value 51,800 Improvement Value 24,42X145 Net Value 51,800 Nbr of Owners 2  
 Assesment Cd ... Land Desc ... Yr Constructed ... # of Dwellings ...

Building Desc VACANT LAND Building Class Code ... Zoning ... of Corn Dwellings# ...  
 Deed Book # ... Deed Book Pg 10000 Deed Date 6/28/2001 Tax Map Pg# 196 Mult Occupancy Code ...

% Owned ... Sale Assmt 51,800 Sale Price ... Price Code ... Special Tax Codes ...

Ded Info Amt ... Sr.Citizens ... Veterans ... Widows ... Surv Spouse ... Disabled ...  
 Exempt Info Code1 ... Amt ... Code2 ... Amt ... Codes3 ... Amt ... Code4 ... Amt ...

Exempt Facility Name IN REM FORECLOSURE Exempt Statute No. 54:4-3.3 Exempt Prop Code 0401997

Delinquent Code ... Init Filing Date 2000 Further Filing Date 2000 Census Tract ... Census Bk ...  
 Prop Char Flags ... Ten Rebate Base Year ... User Codes ... ... ... ... ...

Last Date Updated ... Uncollected Interest .00  
 Last Updated By QSECOFR

Add ... Change ... Delete ...  
 Narrative Edit ... Print Account ... Next Year Info ...

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

City Clerk File No. Res. 13.430

Agenda No. 10.X

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 72 WOODWARD STREET, JERSEY CITY A/K/A BLOCK 19901, LOT 4**

**COUNCIL**

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

**WHEREAS**, on April 7, 2003, Lillie Mae Jackson (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 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 72 Woodward Street, Jersey City also known as Lot 4 in Block 19901 f/k/a Lot 32 in Block 2036; 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 Mortgage of Lillie Mae Jackson dated April 7, 2003, in the sum of \$6,000 affecting 72 Woodward Street, Jersey City, also known as Block 19901, Lot 4 f/k/a Block 2036, Lot 32.

IW/he  
6/11/13

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

02013093

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6.19.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

# Jersey City Law Department Memorandum

**To:** Council President and Members of the Municipal Council  
**From:** Itza G. Wilson, Assistant Corporation Counsel  
**Subject:** **Requests for Discharge of Mortgages**  
**72 Woodward Street, Jersey City, Block 19901, Lot 4,**  
**f/k/a Block 2036, Lot 32**  
**Date:** June 11, 2013

---

This memo will explain the discharge of mortgage requests by individual homeowners. As a condition of receiving a grant under various programs such as HORP or the First Time Homebuyers Program, a property owner will execute a mortgage in favor of the City of Jersey City (City). The mortgage is recorded with the Hudson County Register's Office as a second lien affecting the property. This mortgage self-amortizes over the term of the mortgage, usually 5 or 10 years, but only if the owner resides on the property and does not sell the property during the term of the mortgage. The owner also has the option to pay off the mortgage earlier in accordance with the pay-off schedule set forth in the mortgage. Once the term of the mortgage has expired or the mortgage is paid off early, the City is then obligated to discharge the mortgage from the public record, upon request of the owner.

Your cooperation is appreciated.

IW/he  
Encl.

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

City Clerk File No. Res. 13.431  
 Agenda No. 10.Y  
 Approved: JUN 19 2013  
 TITLE:



**A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION FOR BUS SHELTERS TO NEW JERSEY TRANSIT (NJT) AND EXECUTION OF AN AGREEMENT WITH NJT FOR THE PURCHASE AND INSTALLATION OF SAME ON THE WEST SIDE OF J.F. KENNEDY BOULEVARD SOUTH OF DUNCAN AVENUE; ON THE WEST SIDE OF J.F. KENNEDY BOULEVARD SOUTH OF SIP AVENUE; AND ON THE EAST SIDE OF J.F. KENNEDY BOULEVARD NORTH OF ST. PAUL'S AVENUE**

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

**WHEREAS**, NJ Transit provides bus shelters throughout the State of New Jersey; and

**WHEREAS**, the governing body of a municipality in New Jersey and the Board of Chosen Freeholders may apply to NJT for the installation of bus shelters at legally designated bus stops; and

**WHEREAS**, the City of Jersey City, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of establishing bus shelters on a County road within its jurisdiction; and

**WHEREAS**, NJT is anticipated to purchase and install the bus shelters at no cost to the City or to the County of Hudson.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council that an application is authorized to be made by the City of Jersey City to NJT for the establishment of three (3) bus shelters as set forth in Exhibit A, made part thereof.

**FURTHER BE IT RESOLVED** that:

1. The Mayor or Business Administrator and the City Clerk for the City of Jersey City be authorized to execute an agreement or agreements with NJ Transit to arrange for the purchase and installation of the shelters.
2. The County Board of Freeholders adopts a concurring Resolution authorizing the County Executive and the County Clerk for Hudson County to execute an agreement or agreements with NJ Transit to arrange for the purchase and installation of the shelters.

APPROVED: [Signature] 6/6/13  
 Municipal Engineer

APPROVED: [Signature] 6/6/13  
 Director, Dept. of Public Works

APPROVED: [Signature]  
 Business Administrator

CFL:pc1  
 (06.05.13)

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6.19.13				6.19.13				6.19.13			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

**FACT SHEET**

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

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

A Resolution authorizing submittal of an application for Bus Shelters to New Jersey Transit (NJT) and execution of an Agreement with NJT for the purchase and installation of same on the west side of J.F. Kennedy Boulevard south of Duncan Avenue; on the west side of J.F. Kennedy Boulevard south of Sip Avenue; and on the east side of J.F. Kennedy Boulevard north of St. Paul's Avenue

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

Chuck F. Lee, P.E., Municipal Engineer, Division of Engineering, Traffic and Transportation, at the request of Director Rodney Hadley, Department of Public Works

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

Authorize the submittal of an application to NJT for the establishment of three (3) bus shelters at three different locations on Kennedy Boulevard within the City.

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

The City of Jersey City, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of establishing bus shelters within its jurisdiction on a County road.

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

Provide an enhanced protection for the patrons of the bus services at the three locations indicated.

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

No cost to the City or the County of Hudson for the purchase and installation of the bus shelters. NJ Transit will absorb this cost.

The Division of Buildings and Street Maintenance, Department of Public Works, City of Jersey City will be responsible for the maintenance of the bus shelters once erected.

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

Upon adoption of the Resolution by the Jersey City Municipal Council and an executed agreement between the City of Jersey City, the County of Hudson and NJT.

**8. Anticipated completion date:**

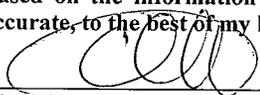
Summer of 2013

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

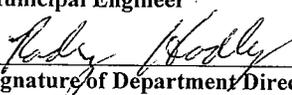
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works. 201.547.4469

**10. Additional comments:**

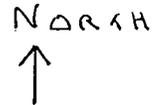
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
Municipal Engineer

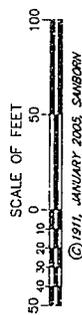
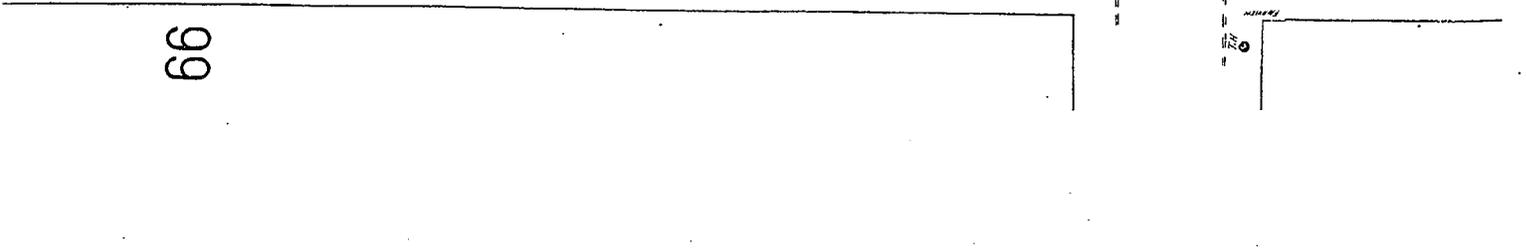
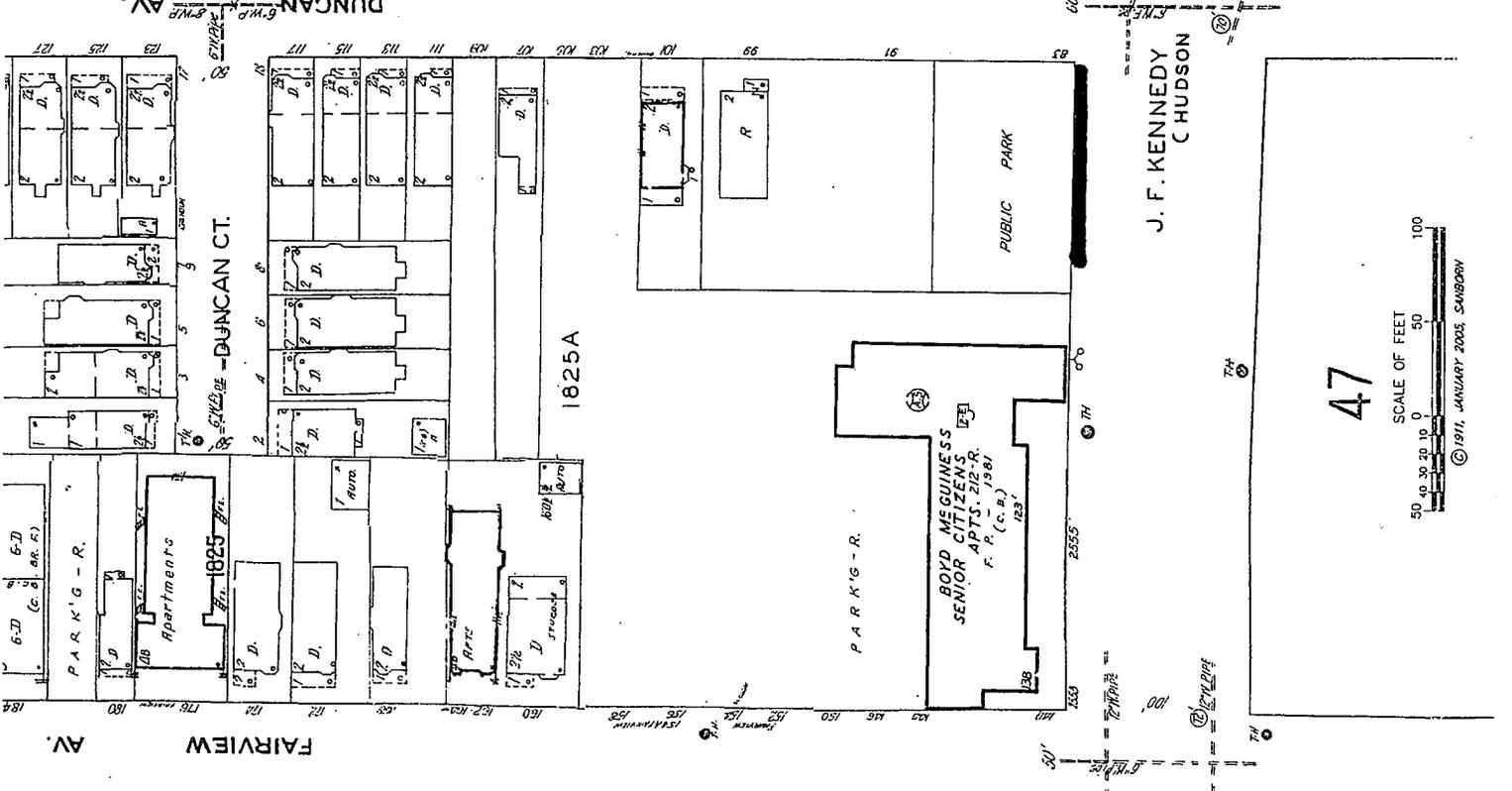
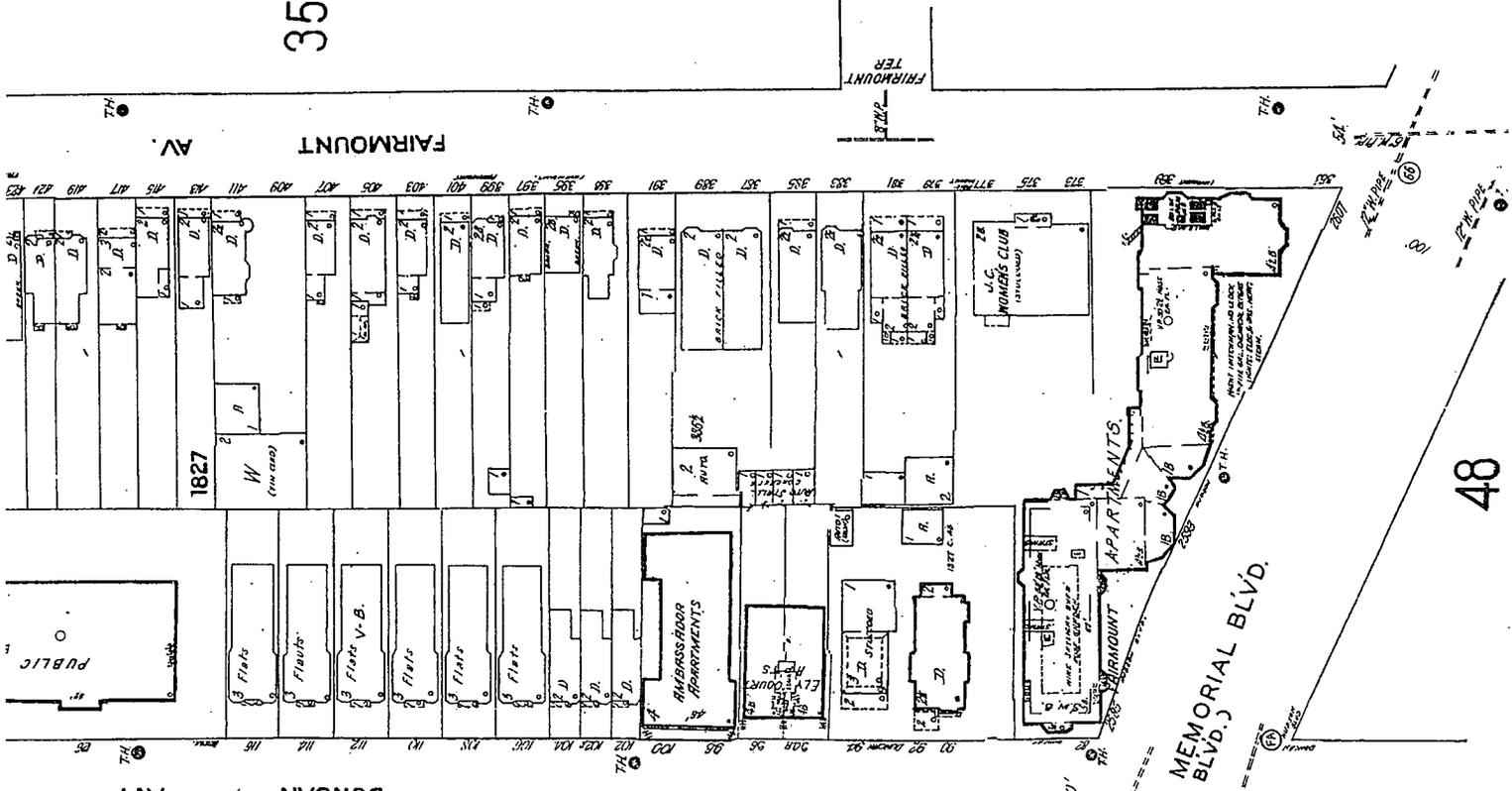
6/6/13  
Date

  
Signature of Department Director

6/6/13  
Date



35



66

48

47



NORTH  
↑

27

693A  
(1R)

(CONC. PANELS)  
MEDICAL UNITS  
& OFF'S  
22'

694A

UNDERWOOD PL.

J. F. KENNEDY MEMORIAL  
(CHUDSON BLVD WEST)  
BLVD.

CONC BRIDGE

STEEL & CONC. VIADUCT OVER  
R.R. TRACKS.

GEN'L. PULASKI SKYWAY &  
STATE HIGHWAY ROUTE NO 25

FILLG  
STR.

(1R)  
14'

26

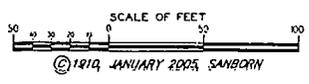
GRANDVIEW TER.  
SENIOR CITIZENS APTS.  
285-UNITS  
FR. 1968  
(10' CONC)  
A. I. B.

631A

P A R K I N G

ST. PAUL'S AV.

18



Chris Christie, Governor  
Kim Guadagno, Lieutenant Governor  
James S. Simpson, Board Chairman  
James Weinstein, Executive Director

## NJ TRANSIT

One Penn Plaza East  
Newark, NJ 07105-2246  
973-491-7000

RECEIVED  
12 DEC 12 PH 3:35  
CITY OF JERSEY CITY  
ENGINEERING  
TRAFFIC OFFICE

December 11, 2012

Mr. Monte Zucker  
Public Works Department  
575 Route 440  
Jersey City, NJ 07305

Dear Mr. Zucker:

Thank you for contacting NJ TRANSIT regarding the installation of bus shelters in the City of Jersey City.

Enclosed are four sets of a Municipal Sponsor/County Co-Sponsor Agreement, and a Draft Resolution requesting NJ TRANSIT to install bus shelters along JFK Boulevard, southbound, at Duncan and Sip avenues, and JFK Boulevard, northbound at St. Paul's Avenue. Also enclosed is a Shelter Design Options check off sheet. Please note that the two field sketches depicting shelter placements will be replaced with professional grade diagrams at a later date.

Please ask your Mayor and Town Council to adopt a resolution requesting the bus shelters and attach a copy to each agreement along with a completed Shelter Design Options sheet with your choice of shelter checked off. Once completed, obtain the necessary signatures on the agreements and have the signatories type or print their names and titles in the space provided under the signatures.

The four sets Municipal Sponsor/County Co-Sponsor agreements and resolutions should be returned to me and I will forward the agreements to the Hudson County Engineer. The County must endorse the agreements and adopt a county concurring resolution. Upon receipt from the county, I will submit the agreements to our Deputy Attorney General for review and signature. A fully executed agreement will be forwarded to the City of Jersey City for your records and NJ Transit will order the shelters from our contractor.

If you have any questions, please contact me at (973) 491-7651.

Thank you for your support of public transportation.

Sincerely,



Milagros Solis  
Field Representative  
Bus Stop Sign and Shelter Programs

**EXHIBIT A  
BUS SHELTER**

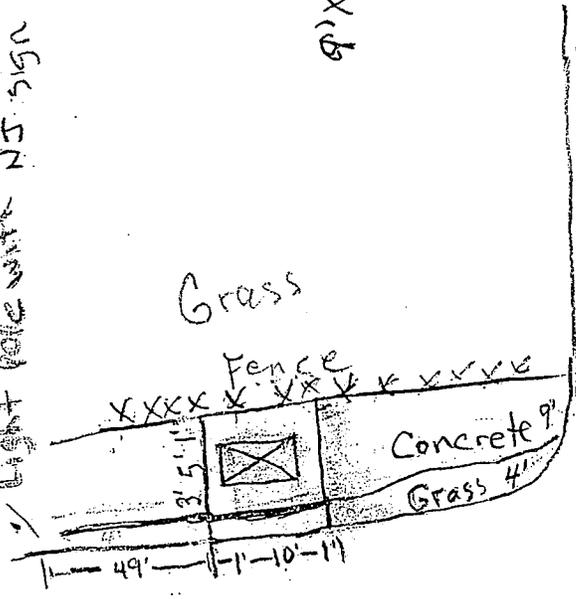
<b><u>LOCATION</u></b>	<b><u>SHELTER MEASUREMENTS</u></b>	<b><u>CODE LETTER</u></b>
JFK Boulevard, Northbound, at St. Paul's Avenue, Mid-block	5' X 10'	C
JFK Boulevard, Southbound, at Duncan Avenue, Far side	5' X 10'	S
JFK Boulevard, Southbound, at Sip Avenue, Far side	5' X 14'	D

BY FIELD REPRESENTATIVE:  
PHONE#: 973 491 8777

NOT TO SCALE

light pole with NS sign

note: 4' X 12' of  
Remove grass and  
9' X 12' of existing concrete  
and pour a  
Concrete  
Pads, Install 5' X 10'  
Shelter Per  
Diagram.



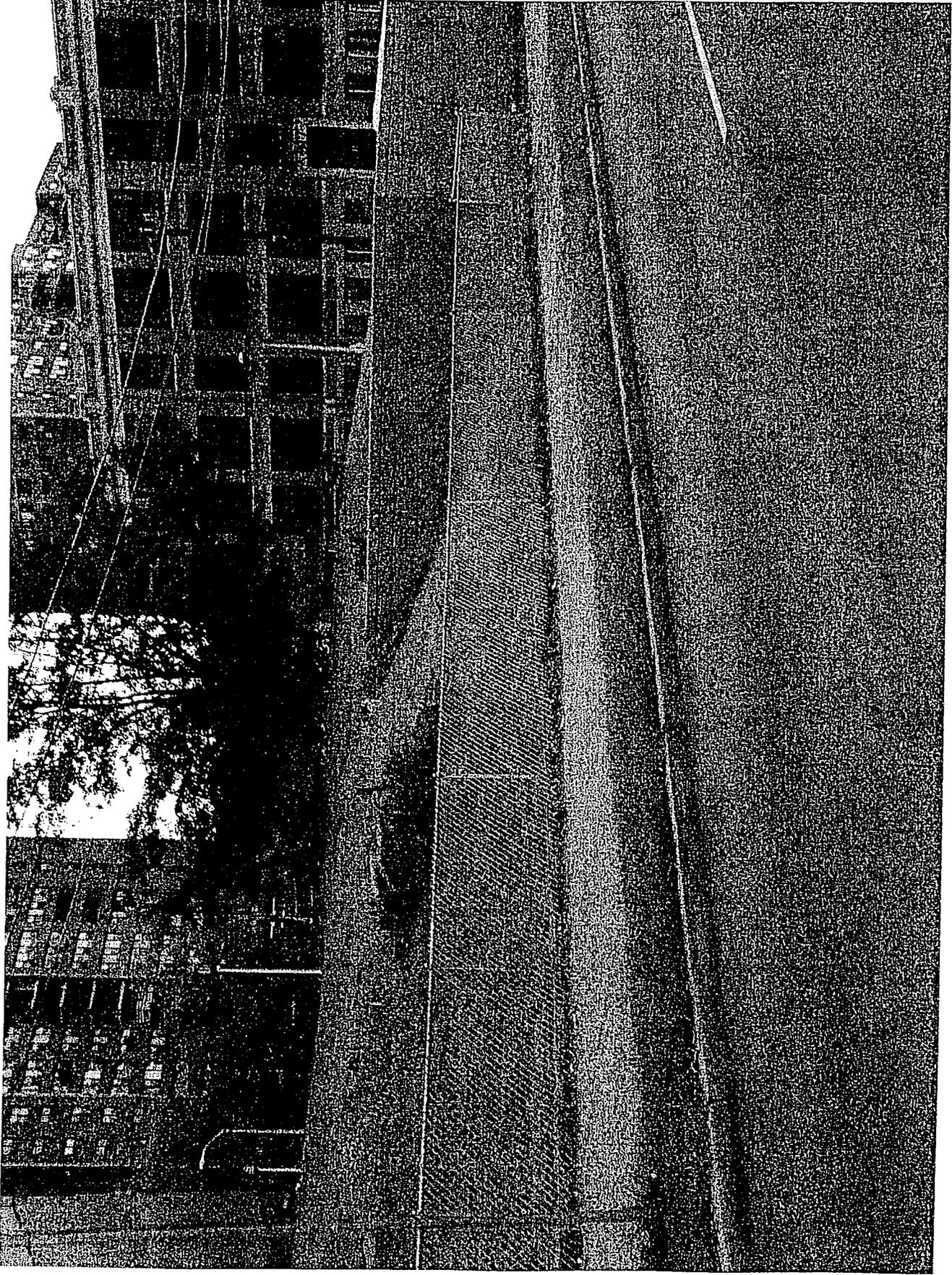
W Kennedy Blvd

St. Pauls Avenue

NOTE: CONCRETE REMOVAL: 12 X 9' = 1,00 SY  
CONCRETE PADS  
A. DIMENSIONS: 12 X 9' + 9 = 1,00 SY 4' X 12' ÷ 9 = 5.33 SY

THIS BUS SHELTER IS MAINTAINED BY  
City of Jersey City

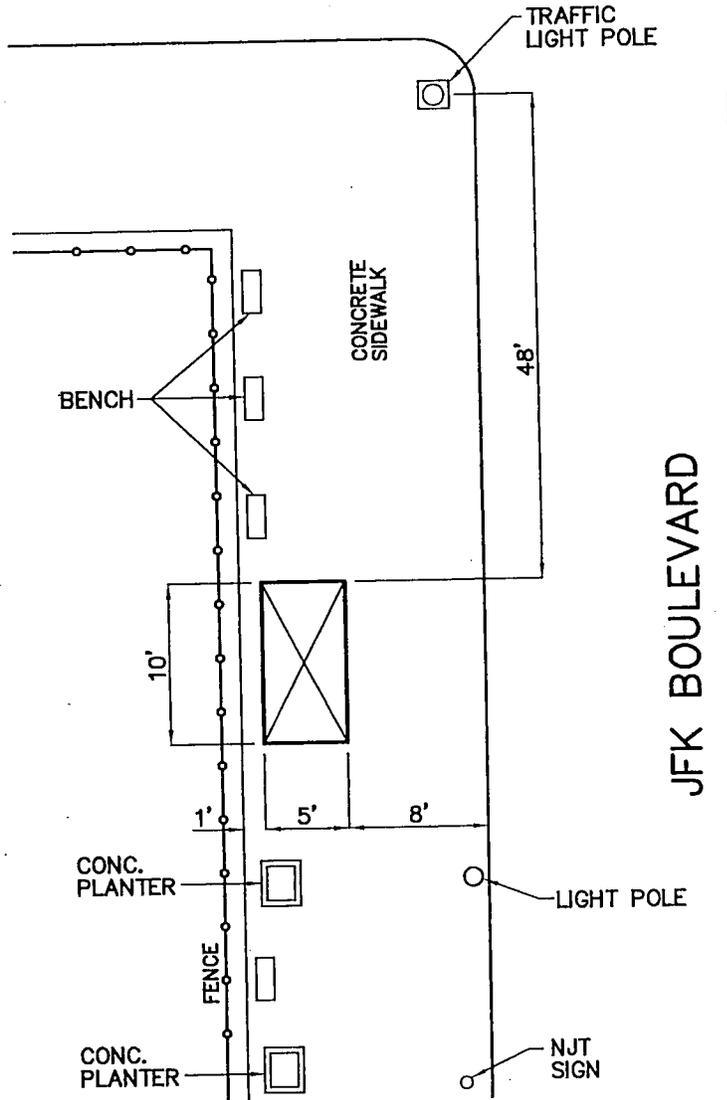
COUNTY Hudson	MUNICIPALITY Jersey City	DATE 9/26/2012	JFK Blvd, North bounds, at St. Pauls Avenue, mid-Block
RIGHT OF WAY County	ABUTTING OWNER		
STOP STATUS Official	LINES SERVED: 2, 881, 125	SHELTER TYPE C, 5' X 10'	<b>BUS SHELTER SITE PLAN</b>
BUS STOP # 20821	REQUESTOR CONTACT: Councilwoman Nidia Lopez 201-547-5139		<b>NJ TRANSIT BUS OPERATIONS INC.</b> ONE PENN PLAZA EAST NEWARK, N.J. 07105



BY SENIOR FIELD REPRESENTATIVE: JESSE FOYE AND MILLIE SOLIS  
 PHONE# : (973) 491-8799 AND (973) 491-7651

NOT TO SCALE

DUNCAN AVENUE



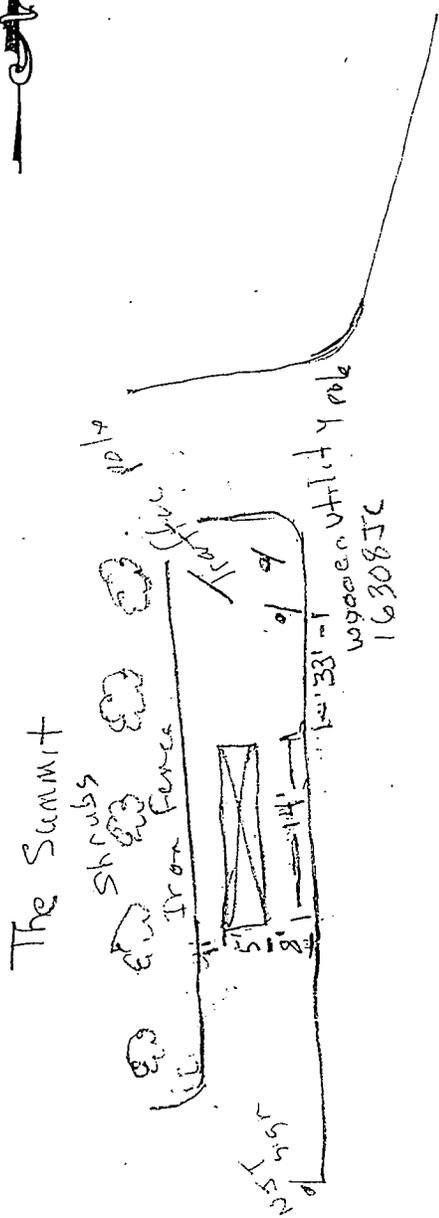
NOTE:  
 POUR CONCRETE PAD  
 A. DIMENSIONS: X +9 = SY

THIS BUS SHELTER IS MAINTAINED BY  
JERSEY CITY

COUNTY HUDSON		JFK BOULEVARD, SOUTHBOUND, AT DUNCAN AVENUE, FAR SIDE
MUNICIPALITY JERSEY CITY		
ABUTTING OWNER		
RIGHT OF WAY COUNTY	STOP STATUS OFFICIAL	<b>BUS SHELTER SITE PLAN</b>  <b>NJ TRANSIT BUS OPERATIONS INC.</b> ONE PENN PLAZA EAST NEWARK, N.J. 07105
SHELTER TYPE TYPE 'S'	DATE 10/4/12	
LINES SERVED: 10,119	REQUESTOR CONTACT: MONTE ZUCKER (201) 547-4469	
		BUS STOP # 20856

BY FIELD REPRESENTATIVE: Millie Salis + Jesse Foye  
 PHONE#: 973 491-7651, 973 491-8799

NOT TO SCALE



Notes: Install 5' x 14'  
 "D" type shelter  
 on existing  
 concrete per  
 diagram.

SIP AVENUE

JFK BLVD

NOTE:  
 POUR CONCRETE PADS  
 A. DIMENSIONS: 0 X 0 + 9 = 0 SY

THIS BUS SHELTER IS MAINTAINED BY  
City of Jersey City

COUNTY Hudson	
MUNICIPALITY Jersey City	
ABUTTING OWNER The Summit	
RIGHT OF WAY County	STOP STATUS official
SHELTER TYPE D 5'x14'	DATE 9/26/2012
LINES SERVED: 10, 119	REQUESTOR CONTACT: Nidia Lopez Councilwoman 201-547-5159

JFK Blvd., southbound, at Sip Ave,  
 far side

**BUS SHELTER SITE PLAN**

**NJ TRANSIT BUS OPERATIONS INC.**  
 ONE PENN PLAZA EAST  
 NEWARK, N.J. 07105

BUS STOP #  
 20852

**AGREEMENT BETWEEN**  
**THE NEW JERSEY TRANSIT CORPORATION**  
**AND**  
**MUNICIPAL SPONSOR AND COUNTY CO-SPONSOR**  
**FOR THE INSTALLATION AND MAINTENANCE OF BUS SHELTERS**  
**ON COUNTY ROADS**

This agreement made as of \_\_\_\_\_ by and between NEW JERSEY TRANSIT CORPORATION (hereinafter "NJ TRANSIT") and the City of Jersey City (hereinafter "Sponsor") and the County of **Hudson**, (hereinafter "Co-sponsor") State of New Jersey.

WITNESSETH:

WHEREAS, NJ TRANSIT desires to establish and provide for the operation and improvement of a coherent public transportation system in the most efficient and effective manner; and

WHEREAS, NJ TRANSIT desires to promote increased ridership on buses and other means of public transportation; and

WHEREAS, NJ TRANSIT desires to encourage the participation of municipal and county governments and other concerned citizens in the development of a bus shelter program; and

WHEREAS, the Sponsor and Co-Sponsor desire bus shelters to be installed in order to provide a safe and convenient waiting area for the commuting public; and

WHEREAS, the Sponsor has made application to NJ TRANSIT by its resolution dated \_\_\_\_\_, and the Co-Sponsor has concurred with said application by its resolution dated \_\_\_\_\_, which resolutions are hereby made a part of this Agreement, for the installation of a bus shelter(3) at certain locations within the City of Jersey City in the County of **Hudson**, and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with each other as follows:

1. NJ TRANSIT shall procure and install, at its sole expense, bus shelters at certain locations within the City of Jersey City, the County of **Hudson**, which locations are set forth in Exhibit A which is attached to and made part of this Agreement.
2. The Sponsor, at the Sponsor's sole cost and expense, shall secure any and all rights-of-way necessary for the proposed bus shelter installation(s).
3. Other than as set forth in paragraph 4 hereof, the Sponsor shall do any and all preliminary work relating to installation of the bus shelters, including any utility relocations, necessary to prepare the bus shelter site(s) at the locations set forth in Exhibit A. NJ TRANSIT will ensure that the shelter itself will conform with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et. seq., as implemented in the Department of Justice regulations 28 CFR Part 35. The Sponsor shall bear all obligations and costs to comply with the act when necessary to provide access to the shelter involving sidewalks, curb cuts, ramps, or slopes.

4. If NJ Transit, in its sole discretion, determines that the installation of a six (6) inch deep concrete pad foundation is necessary for the bus shelter installation(s), then NJ Transit shall perform or cause to be performed the excavation or fill work related to the installation of said concrete pad.
5. The Sponsor shall obtain any and all necessary consents from adjoining property owners for installation of the bus shelter(s) at the proposed location(s).
6. The Sponsor, in accordance with N.J.S.A. 39:4-197 et. seq., and the Co-Sponsor shall adopt any and all resolutions and/or ordinances necessary to give legal effect to all regulatory signs and devices installed or erected in connection with the bus shelter installations. The Sponsor and Co-Sponsor shall comply with N.J.S.A. 39:4-8 when adopting any ordinance or resolution pertaining to the subject bus shelters if such resolutions or ordinances pertain to regulating or governing of traffic or traffic conditions.
7. The Sponsor shall procure and, when necessary, pay for any and all necessary permits required to carry out the project.
8. The Sponsor and/or Co-Sponsor hereby grant NJ TRANSIT and the New Jersey Department of Transportation (NJDOT), their agents, officials, employees and servants permission to enter its right-of-way at the location(s) set forth in Exhibit A for the purpose of installing or removing bus shelters at said locations.
9. Upon the commencement of the installation of the bus shelter(s) the Sponsor shall assume ownership and possession of the bus shelter(s) and shall retain

ownership of said shelters(s) subject to the terms, condition, reservations and covenants set forth in this Agreement.

10. The Sponsor agrees to bear all risks of damage, loss, theft, or destruction, partial or complete, of the bus shelter(s). Any and all replacements, repairs or substitution of parts on the shelter(s) shall be at the cost and expense of the Sponsor, and the Sponsor shall at all times at its own expense keep the bus shelter(s) in good condition and repair. The Sponsor shall provide, at its own expense, security and maintenance (including removal of graffiti and snow removal) necessary to keep the shelter(s) functional, safe, and clean. If the Sponsor fails to maintain a bus shelter so that it is no longer safe, clean or functional as determined by NJ TRANSIT, NJ TRANSIT shall notify the Sponsor in writing of such determination and after thirty (30) days from the date of said notice, NJ TRANSIT may, by its agents, enter upon the site of said shelter, take possession of, and remove such shelter. The Sponsor, however, shall remain liable with respect to the bus shelter as hereinafter provided until its removal. This right retained by NJ TRANSIT to retake possession of a shelter, should the Sponsor fail to abide by this Agreement, shall not be construed, and is not intended to impose, a duty on the part of NJ TRANSIT to inspect and maintain the shelter(s). The duty to inspect and maintain rests entirely with the Sponsor.
11. At no time shall the Sponsor remove or relocate a bus shelter installed pursuant to this Agreement without prior written approval of NJ TRANSIT. All

costs of removal and/or relocation, if approved, shall be borne by the Sponsor.

12. The Sponsor shall defend, indemnify, protect, and save harmless the State of New Jersey, NJ TRANSIT, NJDOT, and the Co-Sponsor, their agents, officials, employees, and servants, against all liability, expenses and just or unjust claims made against the Sponsor, the State of New Jersey, NJ TRANSIT, NJDOT, and the Co-Sponsor, their agents, officials, employees, and servants on account of any alleged injuries, deaths, property damage, losses of any kind whatsoever, damages, suits, liabilities, judgments, costs and expenses (including reasonable court costs and attorney's fees), arising out of any acts or omission of the Sponsor, its officials, agents, servants and employees in the performance of any duties, services or obligations connected with or resulting from this agreement or arising from the possession, use, and maintenance of the bus shelters, including without limitation, the delivery, possession, use or removal thereof. NJ TRANSIT assumes no liability or responsibility for the acts, whether negligent or not, of the Sponsor or Co-Sponsor, their officials, employees, agents or servants, by virtue of entering into this Agreement.
13. The Sponsor agrees to carry, throughout the term of this Agreement, commercial general liability insurance which covers any and all claims arising from the possession, use or maintenance of each bus shelter which is the subject of this Agreement with a minimum limit of \$1,000,000.00 per occurrence. Such insurance shall name NJ TRANSIT and Sponsor and Co-

Sponsor as insured and shall contain a provision that no act or omission of Sponsor and Co-Sponsor will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Such policy shall be noncancellable except upon thirty (30) days advance written notice to NJ TRANSIT. The foregoing insurance coverage is not intended to, nor does it, limit the liability of the Sponsor to hold harmless the State of New Jersey, NJ TRANSIT, NJDOT and the Co-Sponsor. If the Sponsor fails to maintain the types or amounts of insurance required under the terms of this Agreement, NJ Transit shall have the right to unilaterally cancel this agreement and to enter upon the sites of the subject bus shelters, take possession of the shelters and remove the shelters, upon 24 hours notice to Sponsor and Co-Sponsor.

14. The Sponsor shall not install or permit to be installed any graphics or private advertisement on the bus shelters without the prior written approval of NJ TRANSIT.
15. Each party executing and delivering this agreement has due and proper authority to execute and deliver same.

IN WITNESS WHEREOF, the parties hereto execute this Agreement to be effective as of the day and year first written above.

**ATTEST:**

**SPONSOR:**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Director or Presiding Officer      Date

Name (Type or Print):

Name (Type or Print):

Title (Type or Print):

Title (Type or Print):

**ATTEST:**

**CO-SPONSOR:**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Director or Presiding Officer      Date

Name (Type or Print):

Name (Type or Print):

Title (Type or Print):

Title (Type or Print):

**ATTEST:**

**NJ TRANSIT CORPORATION**

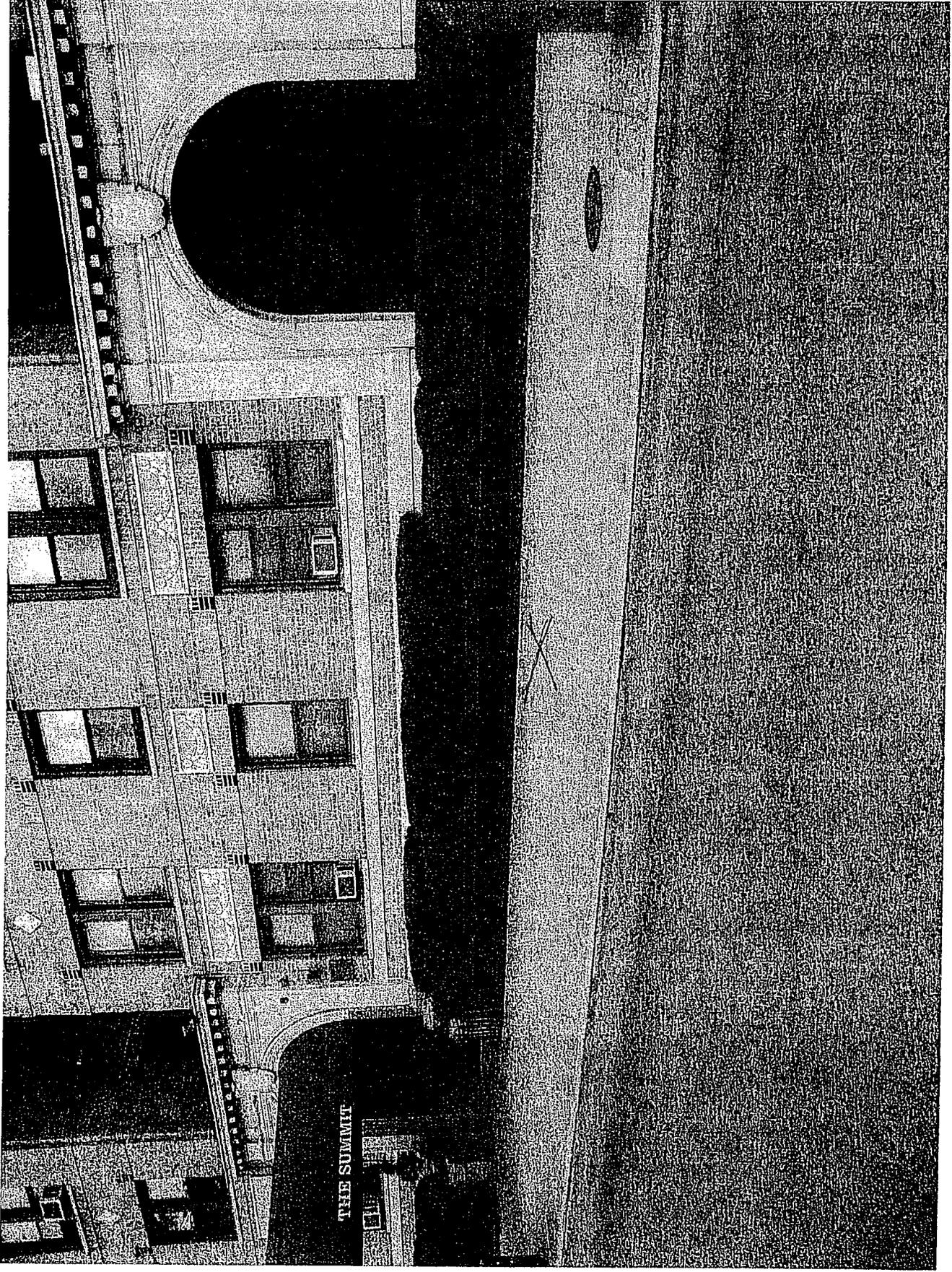
\_\_\_\_\_

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

The aforementioned Agreement has been reviewed and is hereby approved as to form only.

JEFFREY S. CHIESA  
ATTORNEY GENERAL OF NEW JERSEY

BY: \_\_\_\_\_  
Deputy Attorney General      Date



Shelter Design Options  
Addendum to Agreement  
City of Jersey City  
Hudson County

Bus Shelter Locations:

1. JFK Boulevard, northbound, at St. Paul's Avenue, Mid-block
2. JFK Boulevard, southbound, at Duncan Avenue, Far Side
3. JFK Boulevard, southbound, at Sip Avenue, Far Side

NJ TRANSIT will provide a bus shelters at the locations listed above in the frame color and roof style indicated below by the Sponsor. Requests for design changes after installation is completed or while installation is in progress will be the responsibility of and at the expense of the Sponsor.

(Select One.)

1. \_\_\_\_\_ Frame Color - Black (Pantone Black 5 U 2X) (Pemberton Style as shown in brochure.)  
Roof Style: Dome.  
Roof Color: \_\_\_\_\_ White or \_\_\_\_\_ Tinted (Check one roof color.)  
Panels: \_\_\_\_\_ Glass or \_\_\_\_\_ Metal Mesh (Check one panel type.)
2. \_\_\_\_\_ Frame Color - Dark Green (Pantone 3435 C) (New Lisbon style as shown in brochure.)  
Roof Style: Dome.  
Roof Color: \_\_\_\_\_ White or \_\_\_\_\_ Tinted (Check one roof color.)  
Panels: \_\_\_\_\_ Glass or \_\_\_\_\_ Metal Mesh (Check one panel type.)
3. \_\_\_\_\_ Frame Color - Black (Pantone Black 5 U 2X) (Ikea style as shown in brochure.)  
Roof Style: Peaked.  
Roof Color: \_\_\_\_\_ White or \_\_\_\_\_ Tinted (Check one roof color.)  
Panels: \_\_\_\_\_ Glass or \_\_\_\_\_ Metal Mesh (Check one panel type.)
4. \_\_\_\_\_ Frame Color - Dark Green (Pantone 3435 C) (Trenton style as shown in brochure.)  
Roof Style - Peaked.  
Roof Color: \_\_\_\_\_ White or \_\_\_\_\_ Tinted (Check one roof color.)  
Panels: \_\_\_\_\_ Glass or \_\_\_\_\_ Metal Mesh (Check one panel type.)
5. \_\_\_\_\_ Frame Color - Black (Pantone Black 5 U 2X) (Not shown on brochure, but similar to Passaic style.)  
Roof Style - Barrel.  
Roof Color: \_\_\_\_\_ White or \_\_\_\_\_ Tinted (Check one roof color.)  
Panels: \_\_\_\_\_ Glass or \_\_\_\_\_ Metal Mesh (Check one panel type.)
6. \_\_\_\_\_ Frame Color - Dark Green (Pantone 3435 C) (Passaic style as shown in brochure.)  
Roof Style - Barrel.  
Roof Color: \_\_\_\_\_ White or \_\_\_\_\_ Tinted (Check one roof color.)  
Panels: \_\_\_\_\_ Glass or \_\_\_\_\_ Metal Mesh (Check one panel type.)

ATTEST:

SPONSOR:

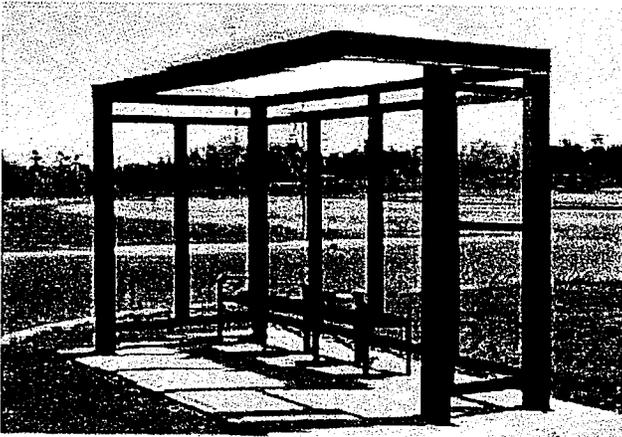
\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Director or Presiding  
Officer

\_\_\_\_\_  
Date

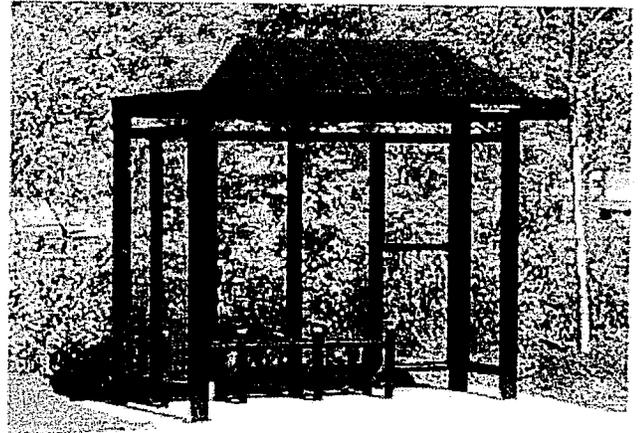
# N.J. TRANSIT BUS OPERATIONS INC.

ONE PENN PLAZA EAST NEWARK, NEW JERSEY 07105



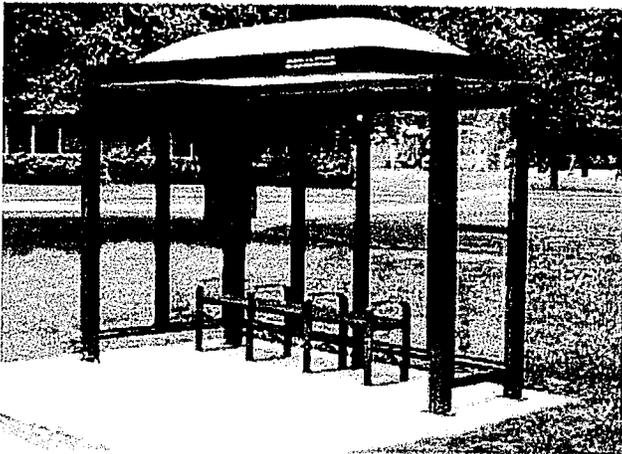
## PEMBERTON TOWNSHIP

Frame Color - Black (Pantone Black 5 U 2x)  
Roof Style - Dome Roof Color - White



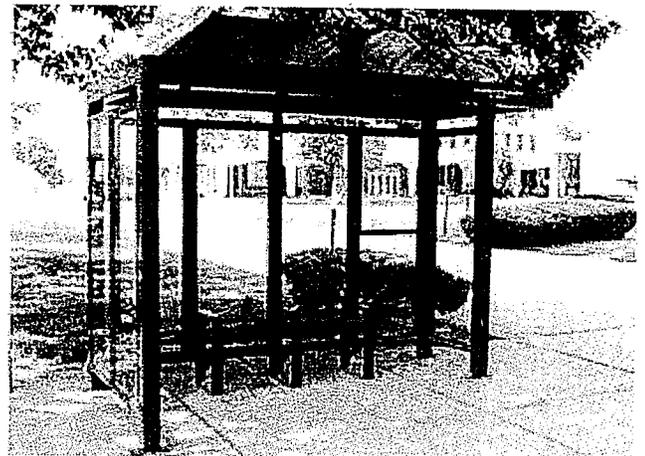
## IKEA PARAMUS, NJ

Frame Color - Black (Pantone Black 5 U 2x)  
Roof Style - Peaked  
Roof Color - Tinted



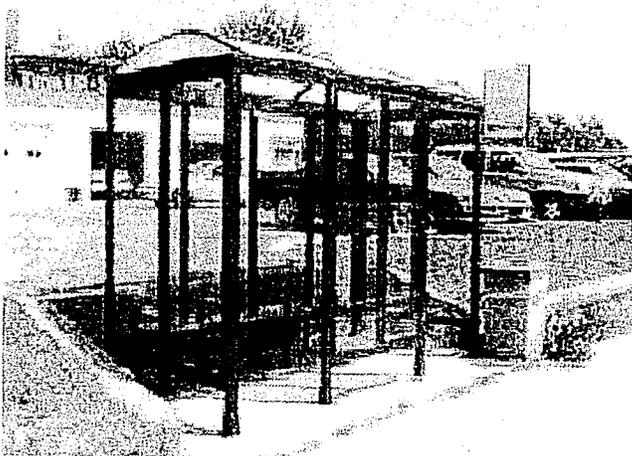
## NEW LISBON, NJ

Frame Color - Dark Green (Pantone 3435 C)  
Roof Style - Dome  
Roof Color - White



## TRENTON BUS SHELTER

Frame Color - Dark Green (Pantone 3435 C)  
Roof Style - Peaked  
Roof Color - Tinted



## PASSAIC

Frame Color - Dark Green  
Roof Style - Barrel  
Roof Color - White

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

City Clerk File No. Res. 13.432

Agenda No. 10.Z

Approved: JUN 19 2013

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), FIRST STREET FROM MARIN BOULEVARD TO PROVOST STREET ON FRIDAY, JUNE 21, 2013 BEGINNING NOON AND ENDING 6:00 P.M. AT THE REQUEST OF THE POWERHOUSE LOUNGE FOR THE PURPOSE OF AN END OF YEAR BLOCK PARTY FOR TEACHERS**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Powerhouse Lounge to close First Street from Marin Boulevard to Provost Street on Friday, June 21, 2013 beginning Noon and ending 6:00 p.m. for the purpose of an end of year block party for Teachers; and

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

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

**WHEREAS**, the request to close First Street not meet one or more of the requirements set forth in 296-72(B)(2) and 296-73(D) and Section 122-8(C) because the event is being held on a weekday; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of First Street from Marin Boulevard to Provost Street on Friday, June 21, 2013 beginning Noon and ending 6:00 p.m.

APPROVED: [Signature]  
Municipal Engineer

APPROVED: [Signature] 6/11/13  
Director, Dept. of Public Works

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

CFL: pcl  
(06.11.13)

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

**FACT SHEET**

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

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

A resolution authorizing the closing of a municipal street(s), First Street from Marin Boulevard to Provost Street beginning Noon and ending 6:00 p.m. Friday, June 21, 2013, at the request of the Powerhouse Lounge for the purpose of an end of year block party for Teachers.

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Walter Sawicki on behalf of the Powerhouse Lounge, 360 Marin Blvd., JCNJ, 201.918.5125

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

Authorize the closing of First Street from Marin Boulevard to Provost Street beginning Noon and ending 6:00 p.m. Friday, June 21, 2013

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

End of year block party for Teachers.

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

Community Affair

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

No cost to the City.

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

Noon, Friday, June 21, 2013

**8. Anticipated completion date:**

6:00 p.m., Friday, June 21, 2013

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

Monte Zucker, Division of Traffic and Transportation, Department of Public Works, ex. 4469

**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 ability.

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

6/11/13  
\_\_\_\_\_  
Date

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

6/11/13  
\_\_\_\_\_  
Date

# RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** FIRST ST, MARIN BLVD to PROVOST ST

PURPOSE OF EVENT: end of year block party for teachers

**BEGINS: Noon**      **ENDS: 6PM**  
**Friday, June 21, 2013**

**APPLICANT:** Walter Sawicki

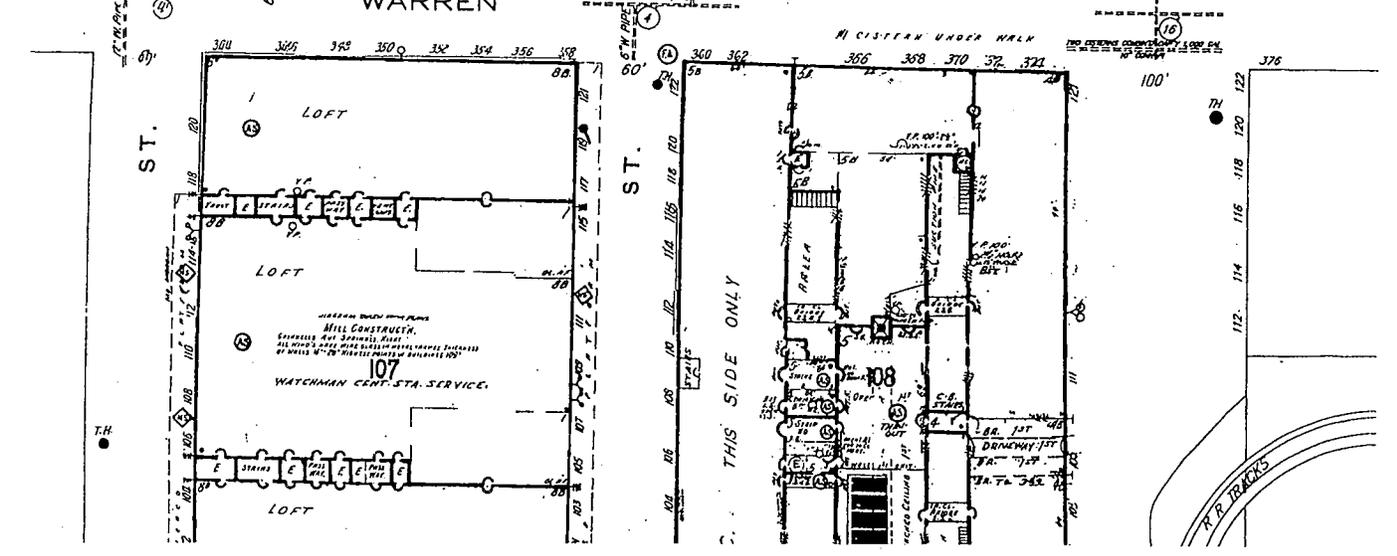
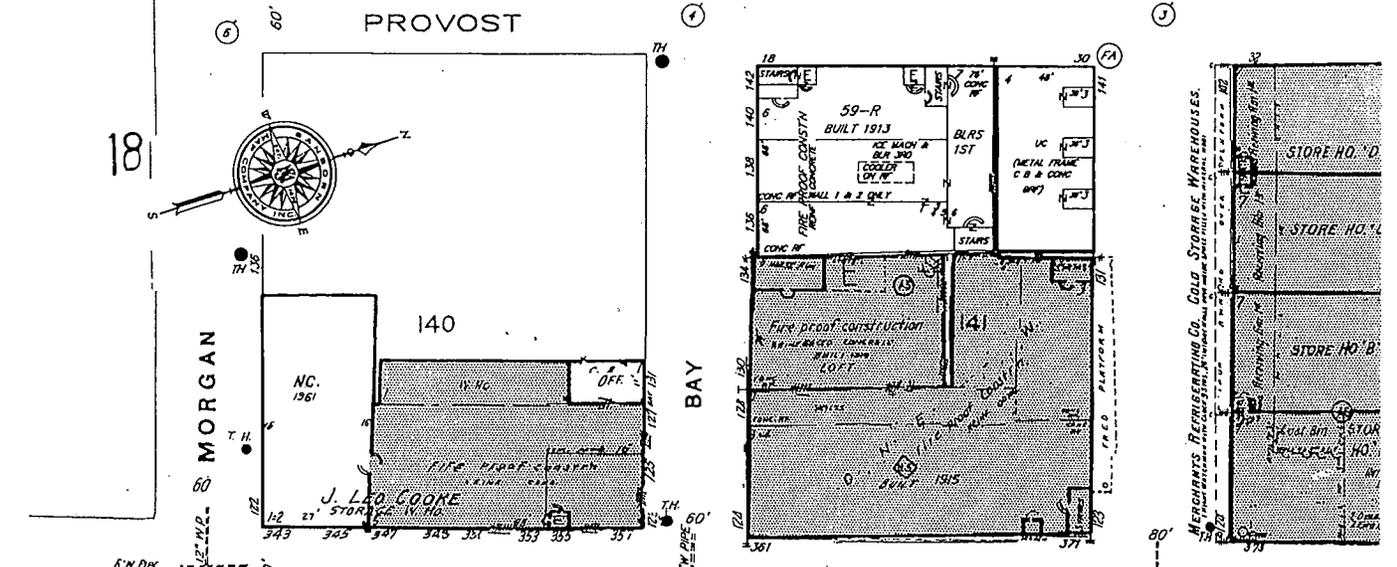
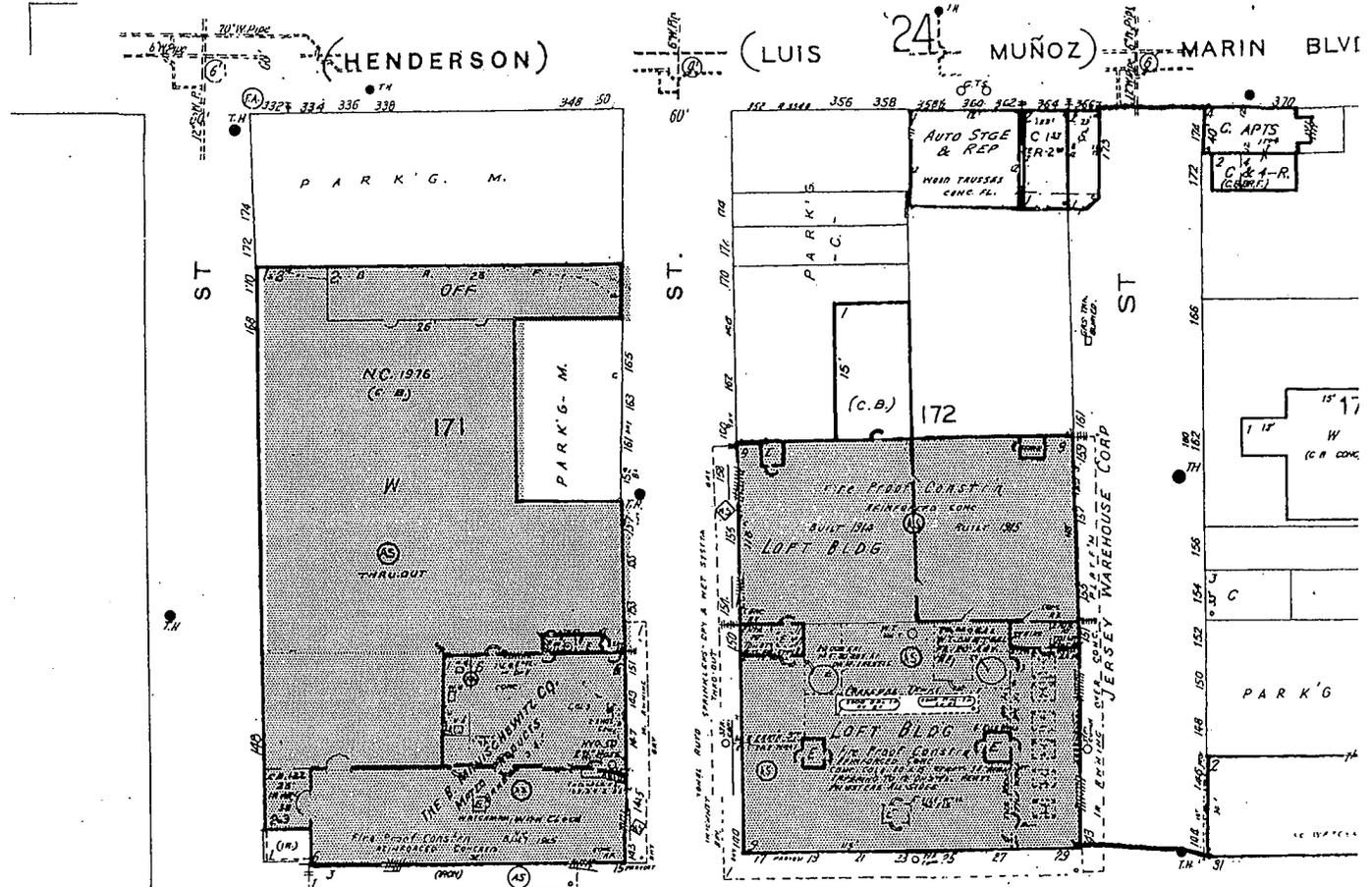
**ORGANIZATION :** Powerhouse Lounge

**ADDRESS:** 360 Marin Blvd

**CITY, STATE, ZIP:** Jersey City NJ 07302

**PHONE #:** 201.918.5125

**BEING WAIVED:** day of week



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

City Clerk File No. Res. 13.433

Agenda No. 10.Z.1

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WHITON STREET FROM MAPLE STREET TO JOHNSTON AVENUE BEGINNING 2:00 P.M. AND ENDING 7:00 P.M. ON SATURDAY, JUNE 29, 2013 (RAIN DATE: SUNDAY, JUNE 30, 2013) AT THE REQUEST OF TEAM WALKER INC. FOR THE PURPOSE OF A BASKETBALL TOURNAMENT**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from Team Walker to close Whiton Street from Maple Street to Johnston Avenue beginning 2:00 p.m. and ending 7:00 p.m. on Saturday, June 29, 2013 (rain date: Sunday, June 30, 2013) for the purpose of a basketball tournament; and

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

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

**WHEREAS**, the request to close Whiton Street, does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D) and 296.73(D) and Chapter 122-8(A) because the request to close Whiton Street was submitted by a non-resident; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Whiton Street from Maple Street to Johnston Avenue from 2:00 p.m. to 7:00 p.m. on Saturday, June 29, 2013 (rain date: Sunday, June 30, 2013).

APPROVED:

  
Municipal Engineer

APPROVED:

  
Director, Dept. of Public Works

APPROVED:

  
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

CFL: p c 1  
(06.06.13)

Certification Required

Not Required

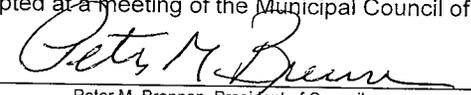
APPROVED 9-0

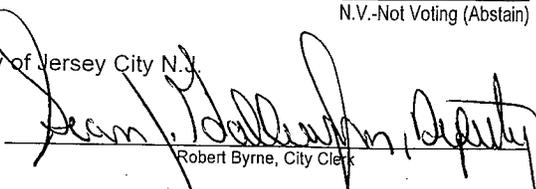
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ 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

**FACT SHEET**

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

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

A resolution authorizing the closing of a municipal street(s), Whiton Street from Maple Street to Johnston Avenue from 2:00 p.m. to 7:00 p.m. on Saturday, June 29, 2013 (rain date: Sunday, June 30, 2013) at the request of Team Walker for the purpose of a basketball tournament

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Jerry Walker on behalf of Team Walker, 316 Communipaw Avenue, 201.433.1888

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

Authorize the closing of Whiton Street from Maple Street to Johnston Avenue beginning 2:00 p.m. and ending 7:00 p.m. on Saturday, June 29, 2013 (rain date: Sunday, June 30, 2013)

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

Basketball Tournament

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

Community Affair

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

No Cost to the City

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

2:00 p.m., Saturday, June 29, 2013 (rain date: Sunday, June 30, 2013)

**8. Anticipated completion date:**

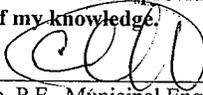
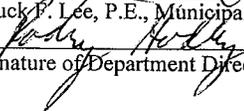
7:00 p.m., Saturday, June 29, 2013 (rain date: Sunday, June 30, 2013)

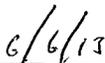
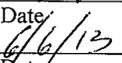
**9. Person responsible for coordinating proposed program, project, etc.:**

Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works  
201.547.4469

**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.

  
\_\_\_\_\_  
Chuck F. Lee, P.E., Municipal Engineer  
  
\_\_\_\_\_  
Signature of Department Director

  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Date

# RECREATIONAL EVENT STREET CLOSURE

**BLOCK:** WHITON ST, MAPLE ST to JOHNSTON AV

PURPOSE OF EVENT: basketball tournament

**BEGINS: 2PM**      **ENDS: 7PM**  
**Saturday, June 29 (rain date Sunday, June 30), 2013**

**APPLICANT:** Jerry Walker

**ORGANIZATION :** Team Walker

**ADDRESS:** 316 Communipaw Av

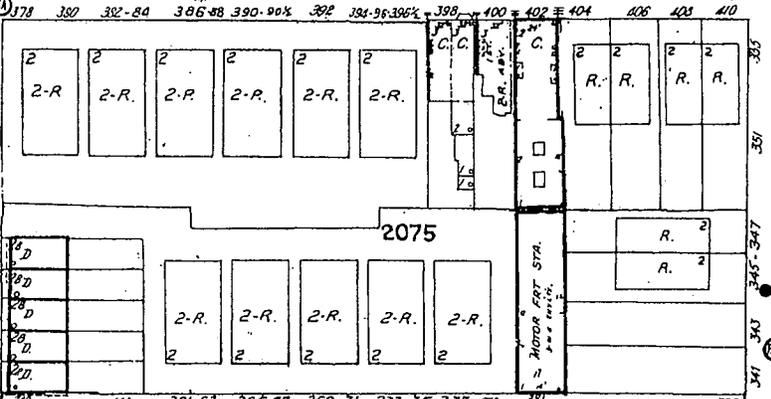
**CITY, STATE, ZIP:** Jersey City NJ 07304

**PHONE #:** 201.433.1888

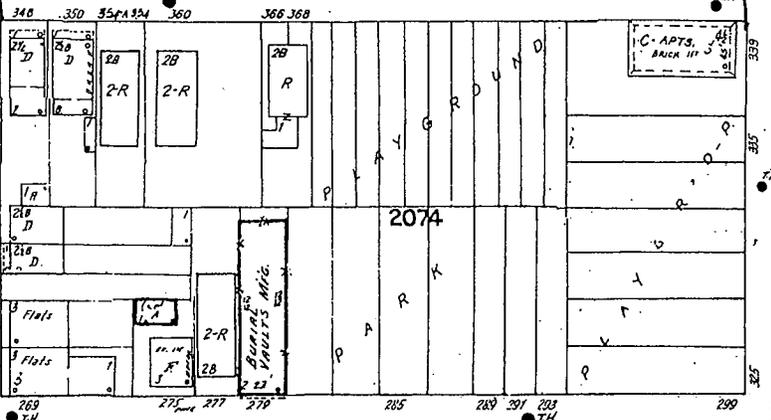
**BEING WAIVED:** nonresident

47

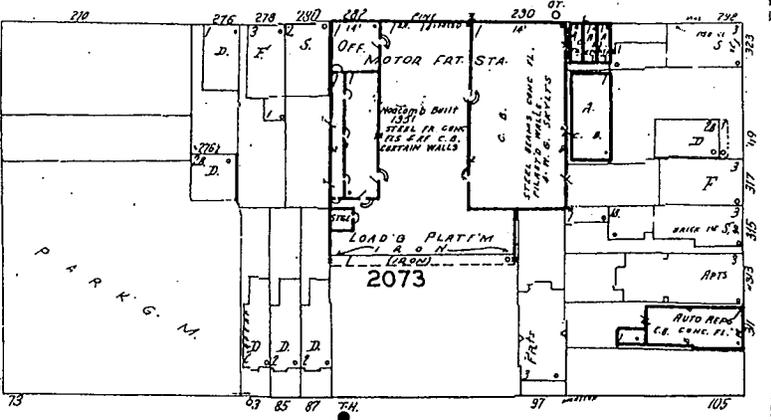
PACIFIC AV.



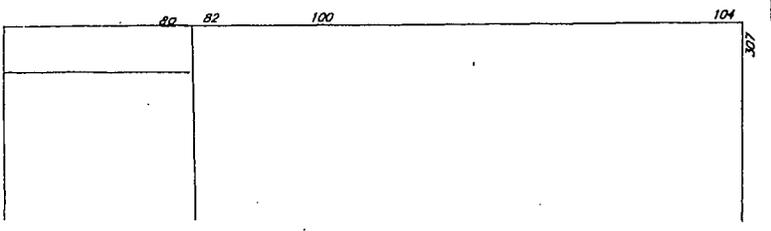
WHITON



PINE



MONITOR



46

AV.

JOHNSTONE

MAPLE

MONITOR

MONITOR

MONITOR

MONITOR



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

City Clerk File No. Res. 13.434

Agenda No. 10.Z.2

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, GROVE STREET FROM GRAND STREET TO COLUMBUS DRIVE; MERCER STREET FROM MARIN BOULEVARD TO BARROW STREET; MONTGOMERY STREET FROM MARIN BOULEVARD TO BARROW STREET; WAYNE STREET FROM MARIN BOULEVARD TO BARROW STREET AND YORK STREET FROM MARIN BOULEVARD TO BARROW STREET BEGINNING NOON AND ENDING 8:00 P.M., MONDAY, JULY 1, 2013 AT THE REQUEST OF THE INAUGURAL COMMITTEE OF MAYOR ELECT FULOP FOR THE PURPOSE OF A MAYOR/COUNCIL INAUGURATION CELEBRATION**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Inaugural Committee of Mayor Elect Fulop to close Grove St from Grand Street to Columbus Drive; Mercer Street from Marin Boulevard to Barrow Street; Montgomery Street from Marin Boulevard to Barrow Street; Wayne Street from Marin Boulevard to Barrow Street and York Street from Marin Boulevard to Barrow Street beginning Noon and ending 8:00 p.m. Monday, July 1, 2013 for the purpose of a Mayor/Council Inauguration Celebration; and

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

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

**WHEREAS**, the request to close Grove Street; Mercer Street; Montgomery Street; Wayne Street and York Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D), 296-72(B)(2)296-73(D) and Section 122-8(A)(C) as the application for the street closing has been filed by a nonresident, more than one City block will be closed and the event will be held on a weekday; and

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

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Grove St from Grand Street to Columbus Drive; Mercer Street from Marin Boulevard to Barrow Street; Montgomery Street from Marin Boulevard to Barrow Street; Wayne Street from Marin Boulevard to Barrow Street and York Street from Marin Boulevard to Barrow Street beginning Noon and ending 8:00 p.m. Monday, July 1, 2013

APPROVED: [Signature] for  
Municipal Engineer

APPROVED: [Signature] 6/15/13  
Director, Dept. of Public Works  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

CFL:pc1  
(06.04.13)

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

**FACT SHEET**

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

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

A resolution authorizing the closing of Municipal streets, Grove St from Grand Street to Columbus Drive; Mercer Street from Marin Boulevard to Barrow Street; Montgomery Street from Marin Boulevard to Barrow Street; Wayne Street from Marin Boulevard to Barrow Street and York Street from Marin Boulevard to Barrow Street beginning Noon and ending 8:00 p.m. Monday, July 1, 2013 at the request of the Inaugural Committee of Mayor Elect Fulop for the purpose of a Mayor/Council Inauguration Celebration

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Althea Burnham on behalf of the Inaugural Committee of Mayor Elect Fulop, 33 Henry Street, JCNJ 201.895.6595

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

Authorize the closing of Grove St from Grand Street to Columbus Drive; Mercer Street from Marin Boulevard to Barrow Street; Montgomery Street from Marin Boulevard to Barrow Street; Wayne Street from Marin Boulevard to Barrow Street and York Street from Marin Boulevard to Barrow Street beginning Noon and ending 8:00 p.m. Monday, July 1, 2013

**4. Reasons (need) for the proposed program, project, ET**  
Mayor/Council Inauguration Celebration

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

Community Affair

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

No cost to the City.

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

Noon, Monday, July 1, 2013

**8. Anticipated completion date:**

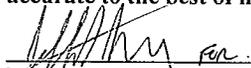
8:00 p.m., Monday, July, 2013

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

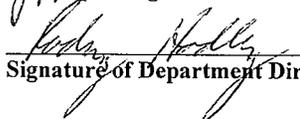
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works ex. 4469

**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 ability.

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

6/5/13  
Date

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

6/5/13  
Date

# RECREATIONAL EVENT STREET CLOSURE

**BLOCKS:** GROVE ST from GRAND ST to COLUMBUS DR  
MERCER ST from MARIN BLVD to BARROW ST  
MONTGOMERY ST from MARIN BLVD to BARROW ST  
WAYNE ST from MARIN BLVD to BARROW ST  
YORK ST from MARIN BLVD to BARROW ST

PURPOSE OF EVENT: Mayor/Council Inauguration Celebration

**BEGINS: Noon ENDS: 8PM Monday, July 1, 2013**

APPLICANT: Althea Burnheim

ORGANIZATION : Inaugural Committee of Mayor Elect Fulop

ADDRESS: 33 Henry St

CITY, STATE, ZIP: Jersey City NJ 07306

PHONE #: 201.895.6595

BEING WAIVED: day of week, more than one block at a time closed, nonresident

21

ENTIRE SHEET  
URBAN  
RENEWAL SITE



27

GROVE

ST.

28

ST.

ST.

ST.

23

MERCER

PARK'G

CITY HALL  
N.C.

201

McEWHER  
CITY MISSION

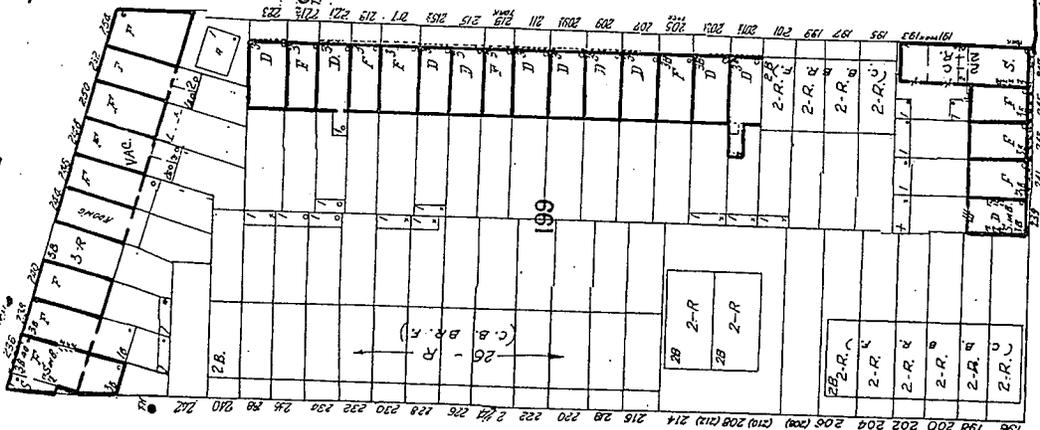
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U. N.J. BELL

PARK'G-P

C.E.B.

LUIS MUÑOZ MARIN BLVD.  
(HENDERSON)



20

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TH

TH

TH

TH

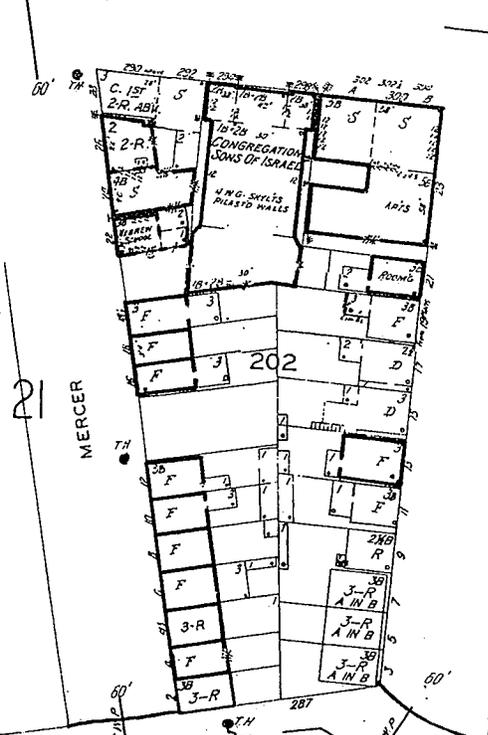
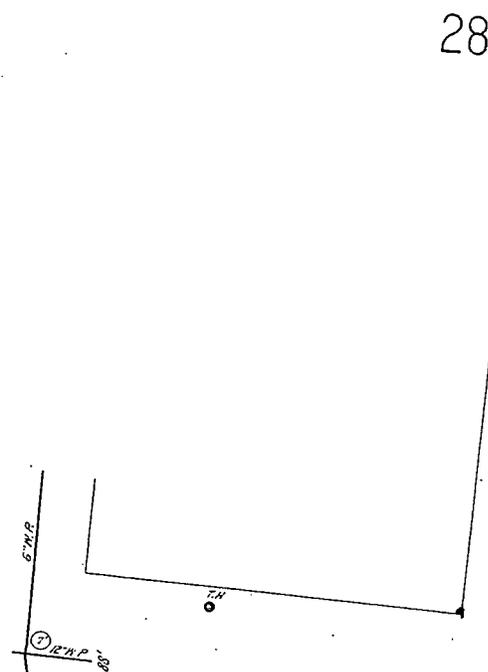
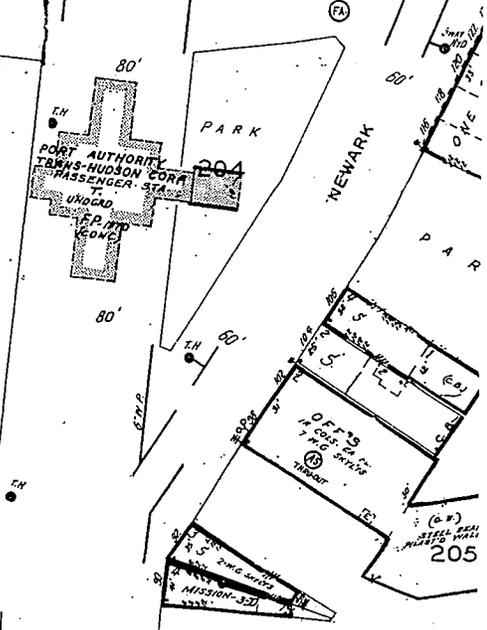
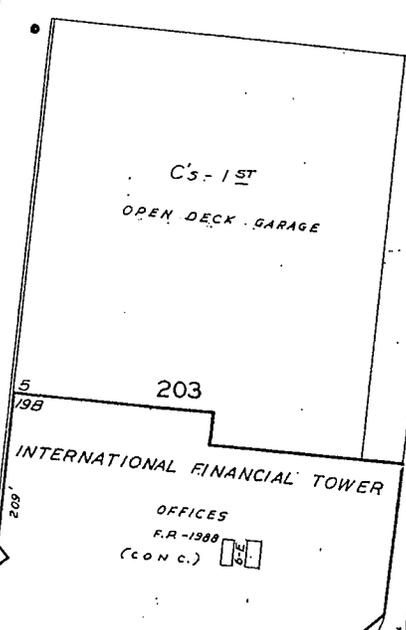
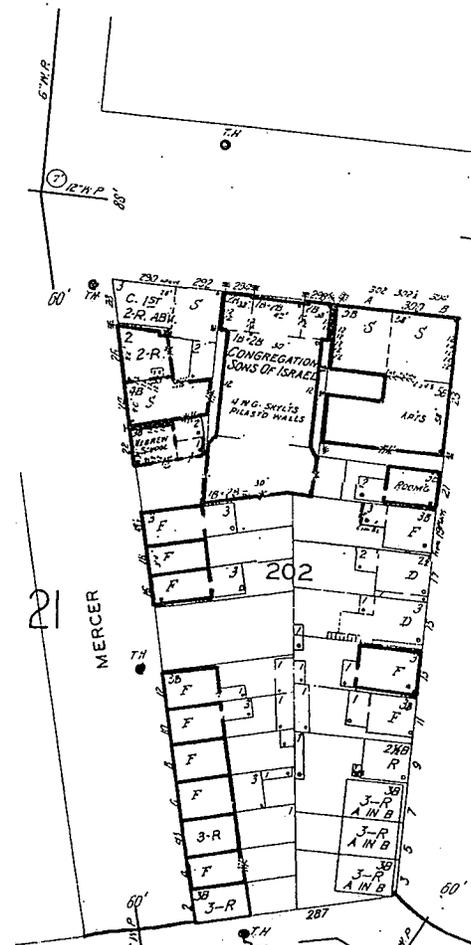
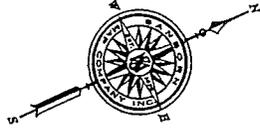
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BLK. 101, 202 & 204  
URBAN-RENEWAL SITE.



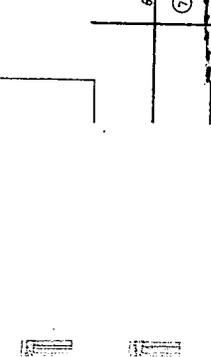
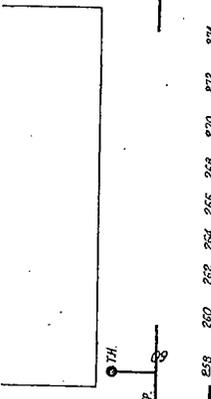
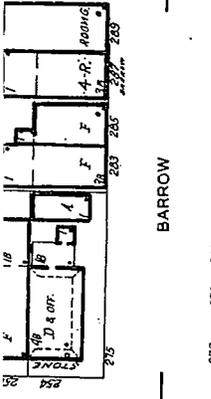
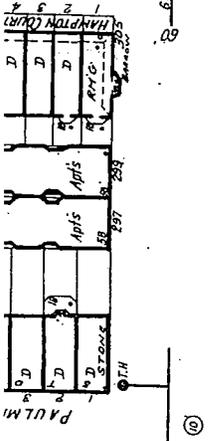


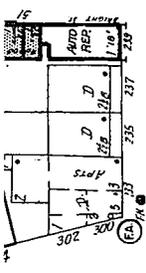
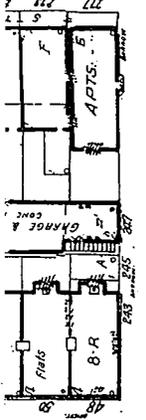
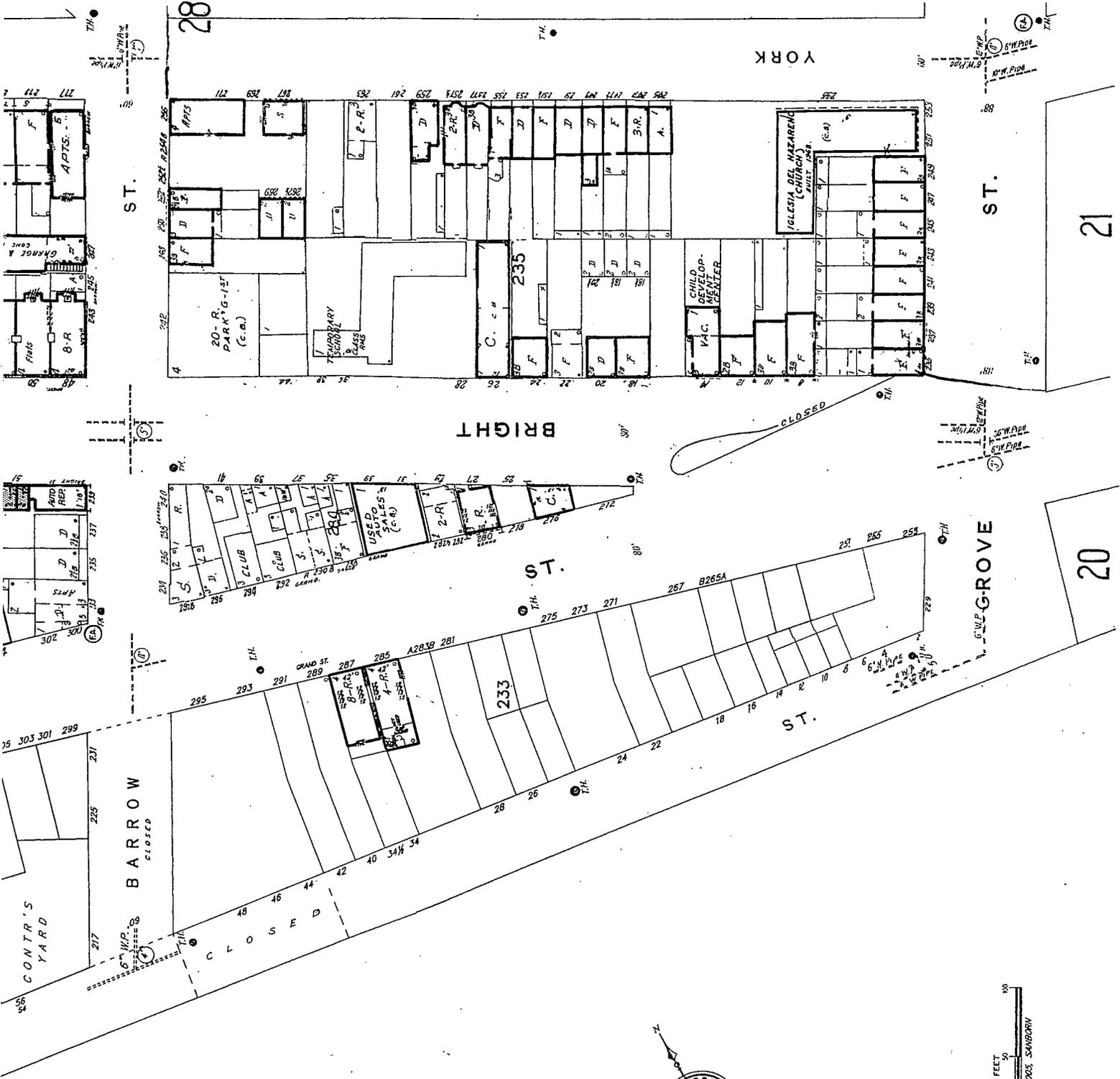
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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.435

Agenda No. 10.7.3

Approved: JUN 19 2013

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), HENRY STREET FROM WALDO AVENUE TO CHESTNUT AVENUE BEGINNING NOON AND ENDING 8:00 P.M., SATURDAY, JUNE 29, 2013(RAIN DATE: SATURDAY, JULY 13, 2013) AT THE REQUEST OF THE HILLTOP NEIGHBORHOOD ASSOC FOR THE HILLTOP NEIGHBORHOOD ASSOC BLOCK PARTY**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Hilltop Neighborhood Assoc to close Henry Street from Waldo Avenue to Chestnut Avenue on Saturday, June 29, 2013 beginning Noon and ending 8:00 p.m., rain date: Saturday, July 13, 2013 for the purpose of the Hilltop Neighborhood Assoc Block Party; and

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

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

**WHEREAS**, the request to close Henry Street does not meet one or more of the requirements set forth in Section 296-71(B)(C)(D), 296-73(D) and 122-8(A) because the applicant is a non-resident of the area requested to be closed; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Henry Street from Waldo Avenue to Chestnut Avenue beginning Noon and ending 8:00 p.m., Saturday, June 29, 2013, rain date: Saturday, July 13, 2013.

APPROVED: [Signature] 6/5/13  
Municipal Engineer

APPROVED: [Signature] 6/5/13  
Director, Dept. of Public Works

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

CFL:pc1  
(06.04.13)

Certification Required   
Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

**FACT SHEET**

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

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

A resolution authorizing the closing of a municipal street(s), Henry Street from Waldo Avenue to Chestnut Avenue beginning Noon and ending 8:00 p.m. on Saturday, June 29, 2013(rain date: Saturday, July 13, 2013) at the request of the Hilltop Neighborhood Assoc for the purpose of the Hilltop Neighborhood Assoc Block Party.

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

Lee D. Klein, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Alexa Romeo on behalf of the Hilltop Neighborhood Assoc, 146 Chestnut Av., JCNJ 201.306.7887

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

Authorize the closing of Henry Street from Waldo Avenue to Chestnut Avenue beginning Noon and ending 8:00 p.m. on Saturday, June 29, 2013(rain date: Saturday, July 13, 2013)

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

Hilltop Neighborhood Assoc Block Party.

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

Community Affair

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

No cost to the City.

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

Noon, Saturday, June 29, 2012(rain date: Saturday, July 13, 2013)

**8. Anticipated completion date:**

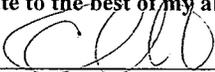
8:00 p.m., Saturday, June 29, 2013(rain date: Saturday, July 13, 2013)

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

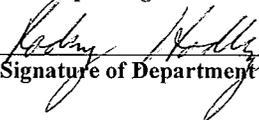
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4469

**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 ability.

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

6/5/13  
\_\_\_\_\_  
Date

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

6/5/13  
\_\_\_\_\_  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK:** HENRY ST from WALDO AV to CHESTNUT AV

PURPOSE OF EVENT: Hilltop Neighborhood Assoc Block Party

**BEGINS: Noon ENDS: 8PM Saturday, June 29 (rain date Saturday, July 13), 2013**

**APPLICANT:** Alexa Romeo

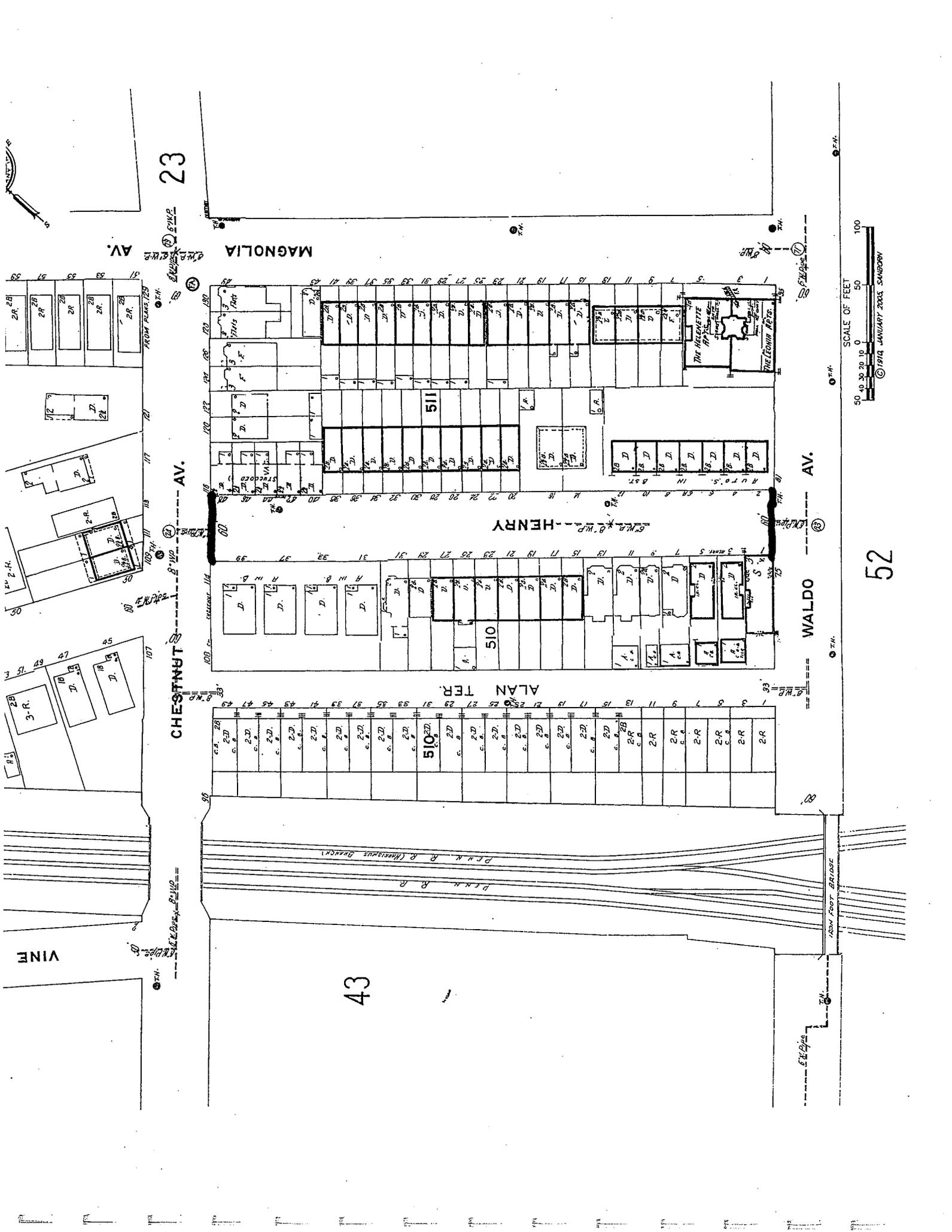
**ORGANIZATION :** Hilltop Neighborhood Assoc

**ADDRESS:** 146 Chestnut Av

**CITY, STATE, ZIP:** Jersey City NJ 07306

**PHONE #:** 201.306.7887

**BEING WAIVED:** nonresident



23

MAGNOLIA

AV.

AV.

HENRY

AV.

WALDO

CHESTNUT

ALAN TER

VINE

43

511

510

510

SCALE OF FEET  
0 50 100  
© 1914, JANUARY 2003, SANGROY

52

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

City Clerk File No. Res. 13.436

Agenda No. 10.Z.4

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, BROADWAY FROM WEST SIDE AVENUE TO WALES AVENUE; FAYETTE PLACE, EAST OF GILES AVENUE AND GILES AVENUE FROM MARION PLACE TO FAYETTE PLACE BEGINNING 6:00 P.M. AND ENDING 11:00 P.M., THURSDAY, JULY 11, 2013 THROUGH TUESDAY, JULY 16, 2013 AT THE REQUEST OF OUR LADY OF MT. CARMEL CHURCH FOR THE PURPOSE OF AN ANNUAL FAMILY FESTIVAL**

**WHEREAS**, the Division of Traffic and Transportation has received an application from Our Lady of Mt. Carmel Church to close Broadway from West Side Avenue to Wales Avenue; Fayette Place, east of Giles Avenue and Giles Avenue from Marion Place to Fayette Place beginning 6:00 p.m. and ending 11:00 p.m. Thursday, July 11, 2013 through Tuesday, July 16, 2013 for the purpose of an annual family festival; and

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

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

**WHEREAS**, the request to close Broadway, Fayette Place and Giles Avenue does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(1)(2), 296-73(D) and Section 122-8(C) as the street closure exceeds one block, occurs on a weekday and the end time is later than permitted; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Broadway from West Side Avenue to Wales Avenue, Fayette Place, east of Giles Avenue and Giles Avenue from Marion Place to Fayette Place beginning 6:00 p.m. and ending 11:00 p.m. Thursday, July 11, 2013 through Tuesday, July 16, 2013

APPROVED: [Signature]  
Municipal Engineer

APPROVED: [Signature]  
Director, Dept. of Public Works

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

CFL:pc1  
(06.05.13)

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

**FACT SHEET**

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

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

A resolution authorizing the closing of a municipal street(s), Broadway from West Side Avenue to Wales Avenue, Fayette Place, east of Giles Avenue and Giles Avenue from Marion Place to Fayette Place beginning 6:00 p.m. and ending 11:00 p.m., Thursday, July 11, 2013 through Tuesday, July 16, 2013 at the request of Our Lady of Mt. Carmel Church for the purpose of an annual family festival.

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

Lee D. Klein, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Rev. Michael C. Santoro on behalf of Our Lady of Mt. Carmel Church, 99 Broadway. JCNJ, 201.435.7080

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

Authorize the closing of both Broadway from West Side Avenue to Wales Avenue, Fayette Place, east of Giles Avenue and Giles Avenue from Marion Place to Fayette Place beginning 6:00 p.m. and ending 11:00 p.m. Thursday, July 11, 2013 through Tuesday, July 16, 2013

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

An annual family festival.

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

Community Affair

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

No cost to the City.

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

6:00 p.m. Thursday, July 11 through Tuesday, July 16, 2013

**8. Anticipated completion date:**

11:00 p.m., Thursday, July 11 through Tuesday, July 16, 2013

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

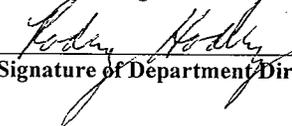
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4469

**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 ability.

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

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

# RECREATIONAL EVENT STREET CLOSURE

**BLOCKS:**                    **BROADWAY from WEST SIDE AV to WALES AV**  
**FAYETTE PL east of GILES AV**  
**GILES AV from MARION PL to FAYETTE PL**

**PURPOSE OF EVENT:** Annual Family Festival

**BEGINS: 6PM                ENDS: 11PM**  
**Thursday, July 11 through Tuesday, July 16, 2013**

**APPLICANT:**                Rev Michael C Santoro

**ORGANIZATION :**            Our Lady of Mt Carmel

**ADDRESS:**                    99 Broadway

**CITY, STATE, ZIP:**        Jersey City NJ 07306

**PHONE #:**                    201.435.7080

**BEING WAIVED:**            day of week, end time, more than one block at a time closed

FAYETTE PL

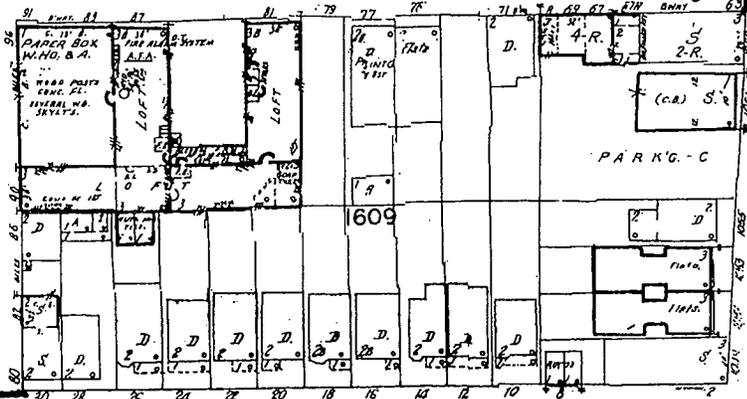
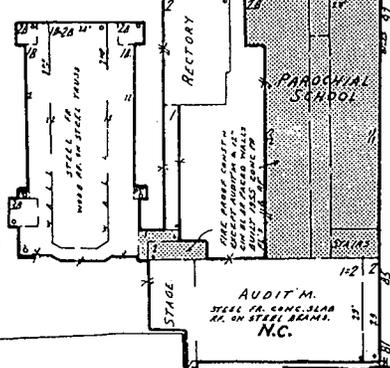
26

MUSKOGEE CO. NO. 6  
24

LOFTS 61-91 BROADWAY  
1-NIGHT WATCHMAN CONCRETE STR.  
SERVICE TANK WITH A PUMP/STRIKING  
FAST & POWER-STEAM PUMP 6 GAL.

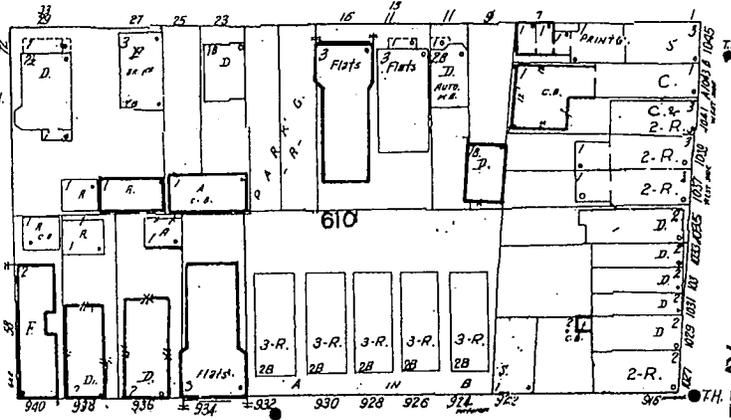
BROADWAY

OUR LADY OF MOUNT CARMEL  
R.C. CHURCH & SCHOOL



MARION PL.

22

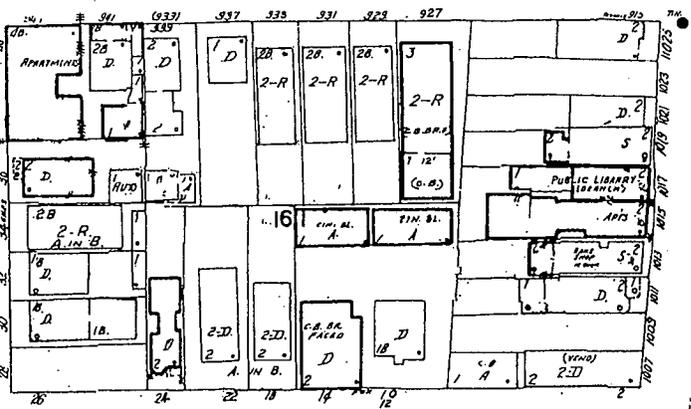


PAVNOVIA AV.

WALES AV.

GILES AV.

WEST SIDE AV.



FOX PL.

19

60

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

City Clerk File No. Res. 13.437

Agenda No. 10.Z.5

Approved: JUN 19 2013

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BOTH EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO GREENE STREET BEGINNING 7:00 A.M. AND ENDING 10:00 P.M. SATURDAY, AUGUST 10, 2013 AT THE REQUEST OF THE COLUMBIAN FESTIVAL HUDSON COUNTY FOR THE PURPOSE OF THE COLUMBIAN FESTIVAL OF HUDSON**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Columbian Festival Hudson County to close both Exchange Place and Montgomery Street from Hudson Street to Greene Street beginning 7:00 a.m. and ending 10:00 p.m. Saturday, August 10, 2013 for the purpose of the Columbian Festival of Hudson; and

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

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

**WHEREAS**, the request to close both Exchange Place and Montgomery Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(A)(C) as the event as the event is sponsored by a non-resident, more than one block at a time will be closed and will start and end later than what is permitted; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of both Exchange Place and Montgomery Street from Hudson Street to Greene Street beginning 7:00 a.m. and ending 10:00 p.m. Saturday, August 10, 2013.

APPROVED: [Signature] 6/4/13  
Municipal Engineer

APPROVED: [Signature] 6/5/13  
Director, Dept. of Public Works

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

CFL:pc1  
(06.03.13)

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

**FACT SHEET**

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

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

A resolution authorizing the closing of a Municipal street(s), both Exchange Place and Montgomery Street from Hudson Street to Greene Street beginning 7:00 a.m. and ending 10:00 p.m. on Saturday, August 10, 2013 at the request of the Columbian Festival Hudson County for the purpose of the Columbian Festival of Hudson.

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Guillermo Lozano on behalf of the Columbian Festival Hudson County, 5500 Palisade Avenue, West New York, N.J. 07093, 201.282.0911

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

Authorize the closing of both Exchange Place and Montgomery Street from Hudson Street to Greene Street beginning 7:00 a.m. and ending 10:00 p.m. on Saturday, August 10, 2013

**4. Reasons (need) for the proposed program, project, et  
Columbian Festival of Hudson**

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

Community Affair

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

No cost to the City.

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

7:00 a.m., Saturday, August 10, 2013

**8. Anticipated completion date:**

10:00 p.m., Saturday, August 10, 2013

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

Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works ex. 4469

**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 ability.



Municipal Engineer

8/4/13

Date



Signature of Department Director

6/5/13

Date

# RECREATIONAL EVENT STREET CLOSURE

**BLOCKS:** EXCHANGE PL  
MONTGOMERY ST from HUDSON ST to GREENE ST

PURPOSE OF EVENT: Columbian Festival of Hudson

**BEGINS: 7AM ENDS: 10PM Saturday, August 10 (had been approved for June 15), 2013**

**APPLICANT:** Guillermo Lozano

**ORGANIZATION :** Columbian Festival Hudson County

**ADDRESS:** 5500 Palisade Av

**CITY, STATE, ZIP:** West New York NJ 07093

**PHONE #:** 201.282.0911

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



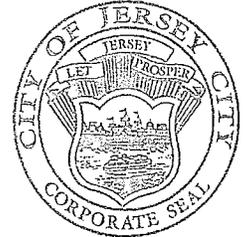
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.438

Agenda No. 10.Z.6

Approved: JUN 19 2013

TITLE:



## RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JULY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, ADMINISTRATIVE SERVICES

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Resolution No. 09-696, approved on August 12, 2009, awarded a one-year contract in the total amount of \$572,453.44 to Bowles Corporate Services to provide security guard services for various locations for the City of Jersey City (City), Department of Public Works / Administrative Services; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms; and

**WHEREAS**, Resolution No. 10-599, approved on August 25, 2010, exercised the first option to renew the contract for the total amount of \$572,453.44; and

**WHEREAS**, Resolution No. 11-620, approved on August 31, 2011, exercised the final option to renew the contract for the total amount of \$572,453.44; and

**WHEREAS**, Bowles Corporate was acquired by U.S. Security Associates on December 30, 2011; and

**WHEREAS**, a Revised Living Wage Ordinance 12-090 was adopted by the City on July 18, 2012; and

**WHEREAS**, Resolution No. 12-679, approved on September 12, 2012, authorized an extension of the contract while the City revises the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, Resolution No. 13-141, approved on February 27, 2013, authorized an extension in the amount of \$250,000.00 while the City revises the bid specifications so that they comply with the Revised Living Wage Ordinance; and

**WHEREAS**, it is necessary to extend the security guard service contract for six (6) months on a month to month basis effective July 1, 2013 while the City continues to revise the bid specifications; and

**WHEREAS**, the total cost of the contract extension is two hundred and fifty thousand dollars and zero cents (\$250,000.00); and

**WHEREAS**, funds in the amount of \$100,000.00 are available in Unclassified Operating Account No. 13-01-201-31-433-314.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JULY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, ADMINISTRATIVE SERVICES**

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

- 1) The Mayor or Business Administrator is authorized to extend the contract with U.S. Security Associates to provide security guard services for the Department of Public Works / Administrative Services;
- 2) The extension is for six (6) months on a month to month basis effective as of July 1, 2013 and the total cost of the contract shall not exceed **\$250,000.00**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract shall be subject to the availability and appropriation of sufficient funds in the 2013 temporary and permanent budget; and
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Unclassified Operating Account No. 13-01-201-31-433-314** for payment of the above resolution.

PO# 110144

RWH/sb

May 30, 2013

APPROVED: Rodney Hadley 5/30/13 APPROVED AS TO LEGAL FORM  
Rodney W. Hadley, Director, Department of Public Works

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

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

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	/			GAUGHAN	/			LAVARRO	/		
DONNELLY	/			FULOP	/			RICHARDSON	/		
LOPEZ	/			COLEMAN	/			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 AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JULY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, ADMINISTRATIVE SERVICES.**

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

Rodney W. Hadley, Director of the Department of Public Works for Administrative Services.

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

To provide security guard services for various locations Citywide.

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

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JULY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, ADMINISTRATIVE SERVICES.**

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

To provide security guard services for various locations Citywide.

**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 extension is two hundred and fifty thousand and zero cents (\$250,000.00).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

December 31, 2013.

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

Steve Miller, Confidential Assistant, Administrative Services.

**10. Additional comments:**

Resolution proposed at the recommendation of Steve Miller.

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      5/20/13  
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. **RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JULY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, ADMINISTRATIVE SERVICES.**
3. The total funds requested for this contract extension is \$250,000.00 with a temporary encumbrancy of \$100,000.00
4. The funds are available in Administrative Services Unclassified Operating Account No. 13-01-201-31-433-314.
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: \_\_\_\_\_

5/30/13

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor

RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

June 10, 2013

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

**RE: Contract Extension (Security Guard Services)**

Dear Council President and Members of the Municipal Council:

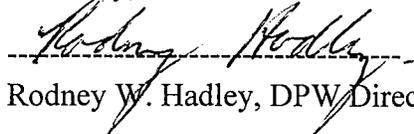
The purpose of this letter is to explain the above subject matter. Resolution No. 09-696, approved on August 12, 2009, awarded a one-year contract in the total amount of \$572,453.44 to Bowles Corporate Services to provide security guard services for various locations for the City of Jersey City, Department of Public Works / Administrative Services. The bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms.

Resolution No. 10-599, approved on August 25, 2010, exercised the first option to renew the contract for the total amount of \$572,453.44. Resolution No. 11-620, approved on August 31, 2011, exercised the final option to renew the contract for the total amount of \$572,453.44. Bowles Corporate was acquired by U.S. Security Associates on December 30, 2011. Resolution No. 12-679, approved on September 12, 2012 for a contract extension. Resolution No. 13-141, approved on February 27, 2013 for a contract extension. It is necessary to extend the security guard contract not to exceed six (6) months effective July 1, 2013 while the City revises the bid specification to include the recently adopted Living Wage Ordinance. The total cost of the contract extension is **two hundred and fifty thousand dollars and zero cents (\$250,000.00)**. Funds in the amount of **\$100,000.00** are available in **Unclassified Operating Account No. 13-01-201-31-433-314**.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Thank you for your cooperation.

Sincerely,



Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator  
Steve Miller, Confidential Assistant

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

City Clerk File No. Res. 13-141

Agenda No. 10.Z.9

Approved: FEB 27 2013

TITLE:



**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JANUARY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, ADMINISTRATIVE SERVICES**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, Resolution No. 09-696, approved on August 12, 2009, awarded a one-year contract in the total amount of \$572,453.44 to Bowles Corporate Services to provide security guard services for various locations for the City of Jersey City (City), Department of Public Works / Administrative Services; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms; and

WHEREAS, Resolution No. 10-599, approved on August 25, 2010, exercised the first option to renew the contract for the total amount of \$572,453.44; and

WHEREAS, Resolution No. 11-620, approved on August 31, 2011, exercised the final option to renew the contract for the total amount of \$572,453.44; and

WHEREAS, Bowles Corporate was acquired by U.S. Security Associates on December 30, 2011; and

WHEREAS, a Revised Living Wage Ordinance 12-090 was adopted by the City on July 18, 2012; and

WHEREAS, Resolution No. 12-679, approved on September 12, 2012, authorized an extension of the contract while the City revises the bid specifications so that they comply with the Revised Living Wage Ordinance; and

WHEREAS, it is necessary to extend the security guard service contract for six (6) months on a month to month basis effective January 1, 2013 while the City continues to revise the bid specifications; and

WHEREAS, the total cost of the contract extension is two hundred and fifty thousand dollars and zero cents (\$250,000.00); and

WHEREAS, funds in the amount of \$75,000.00 are available in Unclassified Operating Account No. 13-01-201-31-433-314.

WHEREAS, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE NOT TO EXCEED SIX (6) MONTHS EFFECTIVE AS OF JANUARY 1, 2013 FOR THE DEPARTMENT OF PUBLIC WORKS, ADMINISTRATIVE SERVICES**

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

- 1) The Mayor or Business Administrator is authorized to extend the contract with U.S. Security Associates to provide security guard services for the Department of Public Works / Administrative Services;
- 2) The extension is for six (6) months on a month to month basis effective as of January 1, 2013 and the total cost of the contract shall not exceed \$250,000.00;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract shall be subject to the availability and appropriation of sufficient funds in the 2013 temporary and permanent budget; and
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Operating Account No. 13-01-201-31-433-314 for payment of the above resolution.

PO# 109033.

RWH/sb

January 24, 2013

APPROVED: Rodney W. Gladley 1/29/13 APPROVED AS TO LEGAL FORM  
 Rodney W. Gladley, Director, Department of Public Works  
 APPROVED: [Signature] Corporation Counsel  
 Business Administrator

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				2.27.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

**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 US Security Associates (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: US Security Associates

Signed: [Signature] Title: RR MGR

Print Name: ELROY SMITH Date: 2013/5/14

Subscribed and sworn before me  
this 14 day of May, 2013.

My Commission expires  
**NOTARY PUBLIC OF NEW JERSEY**

My Commission Expires December 27, 2016

\_\_\_\_\_  
(Affiant)

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

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF JERSEY CITY

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address

**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: US Security Associates  
 Signed: [Signature] Title: BR MGR -  
 Print Name: ERROY SMITH Date: 2013/5/14

Subscribed and sworn before me this <u>14</u> day of <u>May</u> , 20 <u>13</u> <u>BRYAN J. GRANELLI</u> NOTARY PUBLIC OF NEW JERSEY My Commission Expires December 27, 2016	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)
--	---





(REVISED 4/13)

EXHIBIT A  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): ELROY SMITH / BR. MANAGER

Representative's Signature: 

Name of Company: US Security Associates

Tel. No.: 973 247 7600

Date: 2013/5/14

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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: ELROY SMITH JR. - MGR.  
Representative's Signature: [Signature]  
Name of Company: US Security Associates  
Tel. No.: 973 247 7400 Date: 2013/5/14

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : US Security Associates  
Address : 335 Broad St Clifton NJ 07013  
Telephone No. : 973 - 247 - 7400  
Contact Name : ELROY SMITH

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: US Security Associates  
Address: 335 Broad St Clifton, NJ 07013  
Telephone No.: 973 247-7400  
Contact Name: Elroy Smith

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.



## New Jersey Division of Revenue

Revenue | NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0082122 FOR U.S. SECURITY ASSOCIATES, INC. IS VALID.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** U.S. SECURITY ASSOCIATES, INC.

**Trade Name:**

**Address:** 200 MANSELL CT STE 500 ? TAX DEPT  
ROSWELL, GA 30076-4856

**Certificate Number:** 0082122

**Effective Date:** January 07, 1994

**Date of Issuance:** February 21, 2013

**For Office Use Only:**

20130221124214835

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

City Clerk File No. Res. 13.439

Agenda No. 10.Z.7

Approved: JUN 19 2013

TITLE:



## RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR SECOND CHANCE BALLISTIC VESTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE

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

**WHEREAS**, the Department of Police is in need of **Ballistic Vests Body Armor** worn by Police Officers, that help to absorb the impact from firearm-fired projectiles; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Atlantic Tactical of New Jersey, 14 Worlds Fair Drive, Unit H, Somerset, New Jersey 08873 is the only authorized vendor in the state of New Jersey and is in possession of State Contract No. A82102, submitted a proposal for **Ballistic Vests**; and

**WHEREAS**, funds are available for this contract in Police Federal & State Grant Account;

Account	P.O. #	State Contract	Total Contract
02-213-40-214-215	110117	A82102	\$65,000.00

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **Atlantic Tactical of New Jersey**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

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

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

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

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR SECOND CHANCE BALLISTIC VESTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE**

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

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-40-214-215.

Account	P.O. #	State Contract	Total Contract
02-213-40-214-215	110117	A82102	\$65,000.00

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
6/3/13

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 BUSINESS ADMINISTRATOR CORPORATION COUNSEL

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of the 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 AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR SECOND CHANCE BALLISTIC VESTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE

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

Robert Kakoleski, Acting Director, of the Jersey City Police Department.

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

Ballistic Vests for Police Officers.

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

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO ATLANTIC TACTICAL OF NEW JERSEY FOR SECOND CHANCE BALLISTIC VESTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE

5. Anticipated benefits to the community:

Protective Body Armor reduce law enforcement fatalities.

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

The cost of this state contract is Sixty Five Thousand Dollars (\$65,000.00)

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

Upon adoption by the Jersey City Municipal Council.

8. Anticipated completion date:

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

Robert Kakoleski, Acting Director, of the Jersey City Police Department.

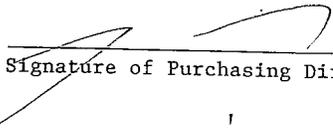
10. Additional comments:

Resolution proposed at the recommendation of the Acting Director, of the Jersey City Police Department.

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 Acting Department Director

6/3/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

6/4/13  
\_\_\_\_\_



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER  
**110117**

## PURCHASE ORDER & VOUCHER

REQUISITION # **0162225**

BUYER **STATECONT**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE	VENDOR NO
06/03/2013	AT041560MV

### VENDOR INFORMATION

ATLANTIC TACTICAL OF NJ  
14 WORLDS FAIR DRIVE, UNIT H  
  
SOMERSET NJ 08873

DELIVER TO  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

BILL TO  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
100.00	EA	BODY ARMOR 100 @ SECOND CHANCE MONARCH MR01 SHOOTERS CUT LEVEL IIIA BALLISTIC VEST, W/SOFT TRAUMA PAC, COLOR NAVY, INCL EXTRA CARRIER IN PRICE DELIVER TO JACKIE MARCAZO ***ONLY*** 1 JOURNAL SQUARE PLAZA 4TH FLOOR  QUOTE: SQ-90110238  T-0106: POLICE & HOMELAND SECURITY EQUIPMENT AND SUPPLIES  SC A82102  LINE 00009, COMM CODE: 680-08-082337 VESTS MUST BE DELIVERED BY AUGUST 25, 2013  RESO _____, D/D _____	02-213-40-214-215	650.0000	65,000.00

TAX EXEMPTION NO. **22-6002013**

PO Total **65,000.00**

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

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

# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Requisition #

0162225

Assigned PO #

## Requisition

**Vendor**  
ATLANTIC TACTICAL OF NJ  
14 WORLDS FAIR DRIVE, UNIT H  
SOMERSET NJ 08873

**Dept. Bill To**  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY

**Dept. Ship To**  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

AT041560MV

**Contact Info**  
JACKIE MARCAZO X4736  
000000000.

Quantity	UOM	Description	Account	Unit Price	Total
100.00	EA	BODY ARMOR	0221340214215065	650.00	65,000.00

100 @ SECOND CHANCE MONARCH MR01 SHOOTERS  
CUT LEVEL IIIA BALLISTIC VEST, W/SOFT TRAUMA  
PAC, COLOR NAVY, INCL EXTRA CARRIER IN  
PRICE  
DELIVER TO JACKIE MARCAZO \*\*\*ONLY\*\*\*  
1 JOURNAL SQUARE PLAZA 4TH FLOOR

QUOTE: SQ-90110238

T-0106: POLICE & HOMELAND SECURITY EQUIPMENT  
AND SUPPLIES

SC A82102

LINE 00009, COMM CODE: 680-08-082337

RESO \_\_\_\_\_, D/D \_\_\_\_\_

Requisition Total 65,000.00

Req. Date: 05/28/2013

Requested By: EGIBBS

Buyer Id:

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

**This Is Not A Purchase Order**

**\*\* Budget Account \*\***

Fund **2** FEDERAL & STATE GRANT FND  
 G/L **213** RES GRANTS APPROP  
 Cafr **40** RES GRANTS APPROPRD  
 Subsidiary **214** BODY ARMOR REPLACEMENT  
 Line Item **215** WEARING APPAREL  
 Sort Code **65** DEPARTMENT OF POLICE  
 Year/Period **2013 / 6**  View in Ascending Order  
 View in Descending Order  
 Chg. Year/Period  /

Budget Amount **00.**  
 Revised Budget **70,815.00**  
 Beginning Balance **70,815.00**  
 Prior YTD Expended **00.**  
 Curr. YTD Expended **-70,815.29**  
 Open Encumbered **00.**  
 Ending Balance **141,630.29**

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cd	Per.	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
CR	1	1/03/2013				PUV SFTY BODY AR	.00	70,815.29

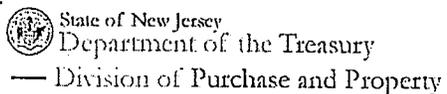


## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

**CERTIFICATE NUMBER 1113866 FOR ATLANTIC TACTICAL INC IS VALID.**



**Notice of Award  
 Term Contract(s)**

**T-0106  
 POLICE AND HOMELAND SECURITY EQUIPMENT  
 & SUPPLIES (SUPPLEMENTAL PROPOSAL)**

Vendor Information
By Vendor
RFP Documents
Email to CAROLYN WILSON

**Downloadable NOA Documents**  
 (Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

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The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number**                      **NOAs By Title**                      **Search NOAs**

<b>Index #:</b>	T-0106
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 08/01/12 TO: 04/30/15
<b>Applicable To:</b>	ALL STATE AGENCIES

<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22630
<b>Bid Open Date:</b>	06/13/12
<b>CID #:</b>	1040452
<b>Commodity Code:</b>	680-52
<b>Set-Aside:</b>	NONE

<b>CONDITIONS AND METHODS OF OPERATION</b>	
<p>Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that</p> <p>A. Delivery: All prices F.O.B. Destination                  B. Method of Operation - State Agencies Only:  <b>Issue an agency purchase order to the appropriate contract vendor(s).</b></p>	

<b>*IMPORTANT: POLITICAL SUBDIVISION &amp; OTHER COOPERATIVE PURCHASING PARTICIPANTS</b>	
<p>In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.</p> <p>Questions, problems or complaints related to Cooperative Purchasing contact:</p> <p>Cooperative Purchasing Coordinator                  PO Box 230                  Trenton, NJ 08625                  (609) 984-7047</p>	

<b>In the event of an emergency, contact the following in the order listed:</b>		
CAROLYN WILSON	PROCUREMENT SPECIALIST	609-292-9676
JACKIE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	<b>PUB DATE:</b>	<b>05/29/13</b>

<b>VENDOR INFORMATION</b>	
<b>Vendor Name &amp; Address:</b>	A W BENNETT ENTERPRISES INC DBA WESTERN SHELTER SYSTEMS PO BOX 2729 EUGENE, OR 97402-0275
<b>Contact Person:</b>	MICHAEL OTTAWAY
<b>Contact Phone:</b>	513-349-9802
<b>Order Fax:</b>	541-284-2820
<b>Contract#:</b>	82103
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	6 WEEKS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

<b>Vendor Name &amp; Address:</b>	AJ ABRAMS CO INC 155 POST RD EAST PO BOX 5171 WESTPORT, CT 06880
<b>Contact Person:</b>	PAMELA H LOTHROP
<b>Contact Phone:</b>	800-842-3011
<b>Order Fax:</b>	203-226-8289
<b>Contract#:</b>	82107
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	21 WEEKS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	AMERICAN DIVING SUPPLY 1002 NEW ROAD NORTHFIELD, NJ 08225-1661
<b>Contact Person:</b>	TOM MADDOX
<b>Contact Phone:</b>	609-646-5090
<b>Order Fax:</b>	609-641-5762
<b>Contract#:</b>	82110
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	.50% 10 NET 30
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	ATLANTIC NUCLEAR CORP 100 W EYMOUTH STREET/E1 ROCKLAND, MA 02370
<b>Contact Person:</b>	JOHN ANDERSON
<b>Contact Phone:</b>	800-878-9118
<b>Order Fax:</b>	781-878-3378
<b>Contract#:</b>	82105
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	4 WEEKS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	ATLANTIC TACTICAL INC 763 CORPORATE CIRCLE

	NEW CUMBERLAND, PA 17070
<b>Contact Person:</b>	SEAN M .CONVILLE
<b>Contact Phone:</b>	717-774-3339
<b>Order Fax:</b>	717-774-4463
<b>Contract#:</b>	82102
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	GUARDIAN PROTECTIVE DEVICES INC 154 COOPER RD UNIT 703 W BERLIN, NJ 08091
<b>Contact Person:</b>	HERBERT SCHREIBER
<b>Contact Phone:</b>	856-753-5007
<b>Order Fax:</b>	856-753-1131
<b>Contract#:</b>	82099
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	IDAHO TECHNOLOGY INC 390 WAKARA WAY SALT LAKE CITY, UT 84108
<b>Contact Person:</b>	CHRISSE FLOWERS
<b>Contact Phone:</b>	801-736-6354
<b>Order Fax:</b>	801-588-0507
<b>Contract#:</b>	82104
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	60 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	INTERSTATE ARMS CORP 6G DUNHAM RD BILLERICA, MA 01821-5727
<b>Contact Person:</b>	SUSAN P FERRI

<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

CONTRACT ITEMS/SERVICES BY VENDOR					
<b>Vendor: A W BENNETT ENTERPRISES INC</b> DBA W WESTERN SHELTER SYSTEMS			<b>Contract Number: 82103</b>		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 257-40-082688 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: AREA SECURITY ENCHANCEMENT EQUIPMENT BRAND: W ESTERN SHELTER SYSTEMS  P/L DATED : 5/29/12	1.000	EACH	NET	N/A
<b>Vendor: AJABRAMS CO INC</b>			<b>Contract Number: 82107</b>		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 257-31-082735 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: CBRNE DETECTION BRAND: TSI INC.  P/L DATED : 1/1/12 - P/L # :2	1.000	EACH	1.00%	N/A
<b>Vendor: AMERICAN DIVING SUPPLY</b>			<b>Contract Number: 82110</b>		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 257-40-082716 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: PERSONAL PROTECTIVE CLOTHING & EQUIP. BRAND: TRELLEBORG  P/L DATED : 6/2012	1.000	EACH	35.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00024	COMM CODE: 257-72-082764 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: SERACH AND RESCUE BRAND: GARM IN  P/L DATED : 2/2012	1.000	EACH	15.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 257-40-083958 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: SERACH AND RESCUE BRAND: PEAK BEAM SYSTEMS  P/L DATED : 1/2012	1.000	EACH	3.00%	N/A
<b>Vendor: ATLANTIC NUCLEAR CORP</b>			<b>Contract Number: 82105</b>		

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 257-31-082724 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: CBRNE DETECTION BRAND: LUDLAM  P/L DATED: 6/5/2012	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 257-31-082731 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: CBRNE DETECTION BRAND: SAIC  P/L DATED: 6/2012	1.000	EACH	4.00%	N/A
<b>Vendor:</b> ATLANTIC TACTICAL INC		<b>Contract Number:</b> 82102			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 680-12-021322 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: LEATHER/NYLON GOODS BRAND: SAFARILAND NYLON AND LEATHER  P/L DATED: 7/1/12	1.000	EACH	40.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 680-92-021412 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: Riot CONTROL EQUIPMENT & SUPPLIES BRAND: MONADNOCK  P/L DATED: 7/1/12	1.000	EACH	30.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 680-92-036467 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: Riot CONTROL EQUIPMENT & SUPPLIES BRAND: PROTECH  P/L DATED: 7/1/12	1.000	EACH	35.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 680-08-082339 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: PROTECH  P/L DATED: 7/1/12	1.000	EACH	41.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 680-08-082336 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION:	1.000	EACH	41.00%	N/A

	BODY ARMOR AND ACCESSORIES BRAND: SAFARILAND  P/L DATED: 2013				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 680-08-082337 (POLICE AND PRISON EQUIPMENT AND SUPPLIES)  ITEM DESCRIPTION: BODY ARMOR AND ACCESSORIES BRAND: SECOND CHANCE  P/L DATED: 2013	1.000	EACH	41.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 257-40-083956 (DEFENSE SYSTEM AND HOMELAND SECURITY...)  ITEM DESCRIPTION: PERSONAL PROTECTIVE CLOTHING & EQUIP. BRAND: SPA-SIMRAD  P/L DATED: 1/2012	1.000	EACH	3.00%	N/A
<b>Vendor:</b> GUARDIAN PROTECTIVE DEVICES INC		<b>Contract Number:</b> 82099			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 680-52-021267 (POLICE AND PRISON EQUIPMENT AND SUPPLIES)  ITEM DESCRIPTION: CHEMICAL AGENCY PROJECTILES BRAND: GUARDIAN SELF DEFENSE  P/L DATED: 1/5/12	1.000	EACH	NET	N/A
<b>Vendor:</b> IDAHO TECHNOLOGY INC		<b>Contract Number:</b> 82104			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 257-31-082723 (DEFENSE SYSTEM AND HOMELAND SECURITY...)  ITEM DESCRIPTION: CBRNE DETECTION BRAND: IDAHO TECHNOLOGY  P/L DATED: 11/2010	1.000	EACH	5.00%	N/A
<b>Vendor:</b> INTERSTATE ARMS CORP		<b>Contract Number:</b> 82098			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 680-52-021267 (POLICE AND PRISON EQUIPMENT AND SUPPLIES)  ITEM DESCRIPTION: SUBMACHINE GUNS BRAND: HECKLER & KOCH  P/L DATED: 5/16/11	1.000	EACH	13.50%	N/A
<b>Vendor:</b> LAW MEN SUPPLY CO NJ INC		<b>Contract Number:</b> 82100			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 680-92-082837 (POLICE AND PRISON EQUIPMENT AND SUPPLIES)  ITEM DESCRIPTION: LESS LETHAL WEAPONS	1.000	EACH	NET	N/A

0162225

### JERSEY CITY POLICE DEPARTMENT REQUISITION REQUEST FORM



DATE: May 23, 2013

Account No.: 02-213-40-214-215  
Body Armor Replacement Fund

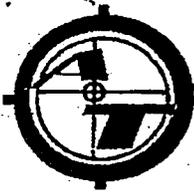
Body Armor is to be ordered and delivered to the Grants Unit to be dispersed to sworn personnel.

Item	Quantity	Unit Price	Description	Total
1	100	\$650.00	Second Chance Monarch MR01 Shooter's Cut Level IIIA Ballistic Vest, with soft trauma pac, color navy, including an extra carrier in price	\$65,000
			Price includes shipping and handling and there is no tax	
			<b>Total Amount</b>	<b>\$65,000.00</b>

Requested by: P.O. Jaclyn Marcazo #2987 *PO Jaclyn Marcazo*  
 Comments: Using new vendor: Atlantic Tactical under State Contract # A82102  
 Contact: Rich Slack 1-732-377-3297

Approved by:  
 Chief of Police: *Thomas C...*  
 Acting Director of Police: *Asst. Chief of Police Robert Kahaleahi*

*Approved!*



# ATLANTIC TACTICAL™

OUTFITTING AMERICA'S HEROES  
 14 Worlds Fair Drive, Somerset NJ 08873  
 732-377-3297 • FAX 732-537-0007



## SALES QUOTE

SQ-90110238

5/9/2013



REMIT TO: 763 Corporate Circle, New Cumberland, PA 17070

Customer		Contact		Ship To			
Jersey City PD City of Jersey City 1 Journal Square Plaza JERSEY CITY NJ 07306 Tel: (201)-547-5432							
Account	Terms	Due Date	Account Rep	Schedule Date			
203699	Uses Voucher System	6/8/2013	Rich Slack	5/9/2013			
Quotation	PO #	Reference	Ship VIA	Page	Printed		
SQ-90110238		Ballistic Vest		1	5/21/2013		
L Item	Description	Qty	Price	UM	Discount	Amount	
1	JACKIE MARCAZO						
2							
3	D70-NV-APX Second Chance Monarch MR01 Shooter's Cut Level IIIA 06 certified Vest with additional carrier-COLOR:Navy CARRIER:Apex2, Soft trauma pac NIJ # BA-3A00S-MR01	100	\$650.00	EA		\$65,000.00	
4	19X-NV-0 Second Chance Extra Apex2 Carrier - COLOR:Navy . . .	100	\$0.00	EA		\$0.00	
5	SH SHIPPING/HANDLING	1	\$0.00	EA		\$0.00	
6	Quoted prices per NJ State Contract # A82102 Pricing subject to change after 4- 30-2013						
7							
8	NOTE: NO OVERSIZE CHARGES PER NJ STATE CONTRACT PRICING						
Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have.		Tax Details EXEMPT 40.000		Taxable		\$0.00	
Thank You Again,		Payment Details 01/01/00 50.00		Total Tax		\$0.00	
				Exempt		\$65,000.00	
				Total		\$65,000.00	
				Balance		\$65,000.00	

**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 Atlantic Tactical Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 6/1/13 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Atlantic Tactical Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Atlantic Tactical, Inc

Signed [Signature] Title: President

Print Name Sean Connors Date: 5/29/13

Subscribed and sworn before me  
this 29th day of May, 2013.

My Commission expires: [Signature]  
4/5/17

[Signature]  
(Affiant)  
Sean M. Connors / President  
(Print name & title of affiant) (Corporate Seal)

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jill M. Skethway, Notary Public  
Fairview Twp., York County  
My Commission Expires April 5, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Stan M. Pennick	2380 WOODSTREACH WAY FAULA PA 17035
Jessica Laylor	5660 CHARCON WAY MECHANICSBURG PA 17050

**Part 3 – Signature and Attestation:**

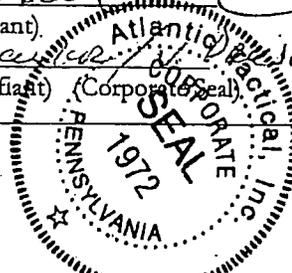
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Atlantic Tactical  
 Signed: Jessica Laylor Title: Vice President  
 Print Name: Jessica Laylor Date: 5/30/13

Subscribed and sworn before me this 30<sup>th</sup> day of May, 2013  
 My Commission expires:

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Jill M. Skethway, Notary Public  
 Fairview Twp., York County  
 My Commission Expires April 5, 2017  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Jessica Laylor  
 (Affiant)  
Jessica Laylor, Vice President  
 (Print name & title of affiant) (Corporate Seal)



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

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

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

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

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

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

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

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

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

**Temporary and Executing**

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

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

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

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

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

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

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

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

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

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

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

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

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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





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 ATLANTIC TACTICAL (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 6/1/13 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ATLANTIC TACTICAL (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: Atlantic Tactical Inc

Signed: [Signature] Title: President

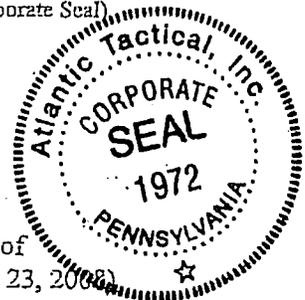
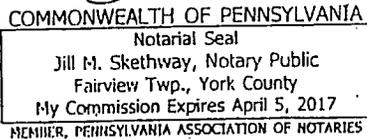
Print Name: Sean Conville Date: 5/29/13

Subscribed and sworn before me  
this 29<sup>th</sup> day of May, 2013.

My Commission expires: 4/5/17

[Signature]  
(Affiant)  
Sean O. Conville / President  
(Print name & title of affiant) (Corporate Seal)

[Signature]



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

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

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

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

Representative's Name/Title (Print): \_\_\_\_\_

JUD SKERWONIA / Director of Corporate Affairs

Representative's Signature: [Signature]

Name of Company: ATZMAN INC TRADING

Tel. No.: 717 774 3339 Date: 5/29/15

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

The contractor and the President of Atkwa Tactical, (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.

Certification 47884

### 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-JAN-2012 to 15-JAN-2015

SAFETY LEAGUE, INC. DBA ATLANTIC TACTICAL  
763 CORPORATE CIRCLE  
NEW CUMBERLAND PA 17070



A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
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: Atlantic Tactical Inc

Address: 763 Corporate Circle, New Cumberland Pa. 17070

Telephone No.: 717-774-3339

Contact Name: Jill Sheehy

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

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

City Clerk File No. Res. 13.440

Agenda No. 10.7.8

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STANDARD ELEVATOR TO PROVIDE ELEVATOR REPAIRS AT FIRE HEADQUARTERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**COUNCIL**

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

**WHEREAS**, informal proposals were solicited for bids for elevator repairs at fire headquarters; and

**WHEREAS**, two (2) proposals were received, Elevator Maintenance submitted a proposal in the amount of \$36,700.00 and Standard Elevator, 68 Union Avenue, Clifton, New Jersey 07015 in the total bid amount of **nineteen thousand seven hundred and thirty five dollars and zero cents (\$19,735.00)**; and that being the lowest responsible vendor; and

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

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

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

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

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

**WHEREAS**, funds in the amount of \$19,735.00 are available in **Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-311.**

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

- 1) A contract in the amount of **\$19,735.00** for elevator repairs is awarded to Standard Elevator and the Purchasing Director is directed to have such a contract drawn up and executed;

(Continue on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STANDARD ELEVATOR TO PROVIDE ELEVATOR REPAIRS AT FIRE HEADQUARTERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$19,735.00 are available in Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-311.

Account No. 13-01-201-26-291-311, P.O. No. 110214

RWH /sb  
June 11, 2013

APPROVED: Rodney Hadley 6/11/13 APPROVED AS TO LEGAL FORM  
 Rodney W. Hadley, Director of Public Works

APPROVED: [Signature]  
 Business Administrator

[Signature]  
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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 STANDARD ELEVATOR TO PROVIDE ELEVATOR REPAIRS AT FIRE HEADQUARTERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET 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 Buildings and Street Maintenance.

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

Elevator repairs at Fire headquarters.

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

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STANDARD ELEVATOR TO PROVIDE ELEVATOR REPAIRS AT FIRE HEADQUARTERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

5. Anticipated benefits to the community:

Elevator repairs at Fire headquarters.

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 nineteen thousand seven hundred and thirty five dollars and zero cents (\$19,735.00).

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

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

ASAP.

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

John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Buildings and Street Maintenance.

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

Peter Folgado, Director of Purchasing, RPPO, QPA Date:

  
Signature of Department Director

6/11/13  
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. **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO STANDARD ELEVATOR TO PROVIDE ELEVATOR REPAIRS AT FIRE HEADQUARTERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**
3. The total funds requested for this contract is \$19,735.00.
4. The funds are available in **Buildings and Street Operating Account No. 01-201-26-291-311.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: \_\_\_\_\_

6/11/13

Rodney W. Hadley  
Rodney W. Hadley  
Director of Department of Public Works

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor

RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

June 12, 2013

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

Dear Council President and Members of the Municipal Council:

There exists a need for elevator repairs at the Fire Headquarters. Two (2) proposals were received, with the lowest responsible being that from Standard Elevator, 68 Union Avenue, Clifton, New Jersey 07015 in the total bid amount of **nineteen thousand seven hundred and thirty five dollars and zero cents (\$19,735.00)**. The other proposal was received from Elevator Maintenance in the bid amount of \$36,700.00.

The total of this contract will not exceed \$19,735.00. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Rodney W. Hadley for". The signature is written in black ink over a horizontal dashed line.

Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator



68 Union Avenue • P.O. Box 2204 • Clifton, NJ 07015 • Phone: 973-340-8448 • Fax: 973-340-8458

*Serving the Metropolitan Area Since 1979*

*Member of National Association of Elevator Contractors*

**PROPOSAL NO: 13062**

**DATE 5/23/2013**

Proposal submitted to: CUST # 1484-3  
CITY OF JERSEY CITY  
1 JOURNAL SQUARE PLAZA, 2ND FLOOR  
JERSEY CITY NJ, 07306  
Attn: John McGrath

**RE:**  
465 MARIN BLVD (FIRE DEPT)  
JERSEY CITY, NJ 07306

Telephone: (201) 547-4495

Fax: (201) 547-6586

Cellular: (973) 000-0000

We hereby submit specifications and estimates for: Modernization

Quantities and description of all work and materials are contained on the following pages(s) and no work is included that is not specified in this proposal.

**PRICE: NINETEEN THOUSAND SEVEN HUNDRED THIRTY-FIVE AND XX / 100 DOLLARS**

**\$ 19,735.00**

Labor and parts are included in the price unless otherwise stated. If proposal meets with your approval, please sign, initial each page, and return to this office with deposit, if required. We will sign and send a copy back to you for your files. Thank you.

NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

**\*Payment to be made as follows:**

**Due upon receipt of invoice \$19,735.00**

**PROPOSAL ACCEPTANCE**

**Authorized  
Signature \_\_\_\_\_**

**William Lambro  
STANDARD ELEVATOR CORP.  
Authorized  
Signature \_\_\_\_\_**

\* Payments shall be made as outlined above. If payments are not made, as required, within five working days from receipt of invoice, Standard Elevator Corporation may elect to discontinue work until such time the outstanding payment is received. Standard Elevator Corporation shall not be liable for any consequential damage that may result out of our decision to discontinue work as a result of lack of payment.



68 Union Avenue • P.O. Box 2204 • Clifton, NJ 07015 • Phone: 973-340-8448 • Fax: 973-340-8458

**THIS COMPANY PLANS TO:**

Remove old superseded elevator controller

Furnish and install the following:

**CONTROLLER: (SIMPLEX) NEW**

The microcomputer based controller with on board diagnostics, which require no additional test equipment to maintain or trouble shoot; permanent display of all calls, car position and direction along with key modes of operation and condition codes; and built in protection timers that can save your hydraulics, pump and door motors from damage and unnecessary wear. Simplicity combined with ease of installation and "at a-glance" service indicators; help to ensure your system's reliability while keeping maintenance costs to a minimum. Provision is made for car traveling lantern with handicap gong, independent service, and low oil control. Phase I & II fire service per code requirements, Phase reverse relay. Automatic self leveling feature.

**WIRING:**

All hoistway wiring shall be retained and reuse. New wiring shall be added as needed.

**EXISTING EQUIPMENT:**

Unless otherwise stated all other equipment (Door equipment, fixtures, power unit, etc) not mentioned in this proposal shall be retained and reused in there present form. If required, any change or modification required to this equipment shall be an extra charge above and beyond the price herein mentioned.

**OWNERS REPSONSIBILITY:**

Owner will provide, if required, addition, changes and/or modifications to shaftway and motor room areas, electrical services, smoke/heat detection systems and telephone services that may required as a result of the aforementioned work and/or service as herein described.

**FILING, ETC:**

All work specified herein will be performed in accordance with applicable laws statutory codes, including the filing of plans, notices and applications, and the obtaining of permits and certificates as may be required therein.

**REMOVAL OF OLD EQUIPMENT:**

We shall completely remove all superseded elevator equipment and rubbish occasioned by this work. Superseded equipment to become property of STANDARD ELEVATOR CORP.

**TERMS AND CONDITIONS**

Upon notice from Standard Elevator Corp. that the installation of the elevator equipment has been completed, the Purchaser will arrange to have a person duly authorized to make the final inspection and to sign a written acceptance. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

We retain title to all equipment supplied by us under this contract and a security interest therein, (which, it is agreed, can be removed without material in injury to the real property) until all payments under the terms of the contract, including deferred payments and the extensions thereof, shall have been made. In the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective in the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us executing any financing or continuation statements which may be appropriate for us to file in public offices in order to protect our security interest



68 Union Avenue • P.O. Box 2204 • Clifton, NJ 07015 • Phone: 973-340-8448 • Fax: 973-340-8458

in such equipment.

We warrant the equipment installed by us under this contract against defects in materials and workmanship for a period of one year for the date each elevator is completed and placed in operation. In the event of a claim, you must give us prompt notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others; nor shall we be responsible for equipment to which revisions, additions or alterations have been made by others. This warranty is in lieu of any other liability for defects.

This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examinations, lubrication and adjustments due to normal use, beyond that included in the contract; nor will we correct, without charge breakage, maladjustments or the trouble arising from abuse or misuse of the equipment, improper or unbalanced power supply characteristics, improper or inadequate maintenance, trouble due to Acts of God or any other causes beyond our control, which included some other than Standard Elevator Corp. maintaining the equipment.

We shall in no event be liable neither for damages or delays nor for any consequential, special or contingent damages for breach of warranty.

#### GENERAL CONDITIONS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

STANDARD ELEVATOR CORP. (hereinafter referred to as the Company), shall extend to the Owner the warranties of the manufacturers of major items of the equipment as stated herein. This guarantee is expressly in lieu of all other guarantees or warranties expressed or implied. This guarantee shall not be binding upon the Company unless all payments called for by the terms of this contract have been made and continue to be paid on the dates specified.

All of the goods, machinery, implements and apparatus to be installed by the Company shall be and remain its property until the Owner pays for same in cash the total sum hereinbefore provided whereupon, and not until then, the absolute legal title to all of said property shall vest in the Owner.

Unless herein otherwise specified, all work is to be done during the regular working hours of the Company.

Any loss or damage to work, tools or material delivered to or installed on the premises caused by fire, theft, or any cause beyond the control of the Company shall be borne by the Owner who likewise agrees to indemnify and save harmless the Company against any claims arising by reason of any accident, injury or damage to any person or persons whomsoever (except employees of the Company) or to his or their property while riding upon or being in or about said elevators or equipment, due to omission, commission or any other cause.

Payment shall be net cash, no discount. If it is found necessary to work at other than regular working hours, the overtime shall be paid for at the prevailing rates of the Company. Likewise should any additional work be found necessary or desirable, an additional charge is to be made for the same.

In the event of payment default by the Owner and this contract being referred to an attorney for collection, the Owner promises to pay to the Company a sum equal to all costs and expenses thereof, and including an attorney's fee for necessary court process of twenty percent (20%) of the amount due and owing at the time of such reference.



68 Union Avenue • P.O. Box 2204 • Clifton, NJ 07015 • Phone: 973-340-8448 • Fax: 973-340-8458

It is expressly understood and agreed that this contract constitutes the entire agreement between the parties hereto and that no waiver or modification hereof shall be valid unless written upon or attached hereto, signed by an officer of the Company.

Price herein quoted is based on specifications, drawings and information as supplied by the owner or authorized representative. Price subject to change upon final engineering.

**CONSEQUENTIAL DAMAGES:**

Under no circumstances shall the Company be liable for any special, indirect or consequential damages of any kind, including, but not limited to, loss of profit, loss of good will, loss of business opportunity, additional financing costs or loss of any equipment or property, whether arising under contract or in tort.

**DELIVERY & STORAGE:**

A dry and protected area, conveniently located to the elevator hoistway, will be assigned to us without cost, for storage of our material and tools. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready, you will immediately make the payment due for the equipment and designate some local point where you will accept delivery. Unless you designate such point of delivery within two (2) weeks, we are authorized to warehouse the equipment within or without our factory at your own risk. You shall reimburse us for all cost due to extra handling and warehousing.

**WORKING HOURS:**

Unless otherwise stated, all work to be done during normal working hours 8:00 am to 4:30 pm - Monday to Friday

Initials \_\_\_\_\_ Date \_\_\_\_\_

**PROPOSAL NO: 13062**  
465 MARIN BLVD (FIRE DEPT)  
JERSEY CITY, NJ 07306



**EMCO**  
**SERVICE - REPAIR - MODERNIZATION**  
**ELECTRICAL - HYDRAULIC**

201-991-7133  
 Fax # 991-0118  
 www.elevatormaint.com

**"For all your elevator requirements"**

Established 1950

**24 HOUR  
 SERVICE**

580 ELM STREET, KEARNY, NEW JERSEY 07032-3698

13971

**PROPOSAL**

**TO:** JERSEY CITY FIRE DEPT  
 465 MARIN BLVD  
 JERSEY CITY, NJ 07032

**DATE:** April 11, 2013

**RE:** #1 Pass Hydraulic  
 465 Marin Blvd  
 Jersey City, NJ

John McGrath,

**Attention:**

As per your request we are submitting the following proposal.

**SCOPE OF WORK**

1. Remove the existing hydraulic controller and all related wiring.
2. Furnish & Install (1) one new E.S.I. hydraulic controller with the following features, state of the art micro processor Integrated user interface for adjusting controller, parameters, optically Isolated Inputs with red L.E.D. status, dry contacts outputs with green L.E.D., event log date, time stamps.
3. The hydraulic reservoir will be retained, however the tank will be drained of bad hydro oil, cleaned and new hydro oil will be installed.
4. The hydraulic control valve will also be retained but will be adjusted for proper operation, working and relief pressure and sealed.
5. The existing guide shoes are badly worn and must be replaced.
6. The existing car door operator and related components will be removed.
7. Furnish & Install (1) one new GAL door operator MOVFR header track and gate switch.
8. Furnish & Install (2) two new GAL holstway tracks, rollers, interlock and release roller assy and spring closer.
9. The existing car door photo eye will be reused.
10. The car top inspection will be reused.



**EMCO**  
**SERVICE - REPAIR - MODERNIZATION**  
**ELECTRICAL - HYDRAULIC**  
*"For all your elevator requirements"*

201-991-7133  
 FAX: 201-991-0118

Established 1950

24 HOUR  
 SERVICE

580 ELM STREET, KEARNY, NEW JERSEY 07032-3698

11. The existing C.O.P. swing panel will be kept in place, however to comply with code we will provide a new car operating station with the following features: emergency light, emergency phones, analog position indicator, fire recall features and key stop switch.
12. Furnish & Install (2) two new hall call fixtures, the 1st floor fixture will have a push button for the hall call, key for hoistway access and fire recall key switch. The 2nd floor hall station will have a push button and key switch for hoistway access.
13. Furnish & Install new hoistway wiring to provide wires to the new hoistway access key switches and fire recall key switches.
14. Furnish & Install (1) one new car top landing system mount control box tape head and set magnets.
15. All hoistway limits will be retained.
16. Ring out all existing traveling cable wires and terminate the wires on the new controller. The existing traveling cable has 56 wires. If additional wires are required we will install an auxiliary travelling cable.
17. Adjust all components for proper operation.
18. Tune controller.
19. Conduct final inspection with full load, return the device to service.

NOTE: The owner will provide, if required additional smoke alarm sensors, wiring relays sensors etc. telephone line to machine room.

NOTE: The pump motor was not in operation at the time of our survey, so it is unknown if it is operational if it is not we will submit a proposal for necessary repairs.



**EMCO**  
**SERVICE - REPAIR - MODERNIZATION**  
**ELECTRICAL - HYDRAULIC**  
*"For all your elevator requirements"*

**CONTRACT 13971**

We propose to furnish and erect the elevator equipment described in the foregoing detailed specifications for the sum of: ~~...\$36,700.00 (Tax Exempt) = \$36,700.00~~

**SUBJECT TO CHANGE AFTER 30 DAYS**

**PAYMENT SCHEDULE:**

Payments are to be made in cash, pro rata, as follows:

35% Upon signing of contract.	\$.....	12,845.00.....
35% Upon Delivery of material.	.....	12,845.00.....
Balance Upon Completion.	.....	11,010.00.....

We reserve the right to discontinue work at any time until payments shall have been made as agreed and purchaser has established credit to our satisfaction.

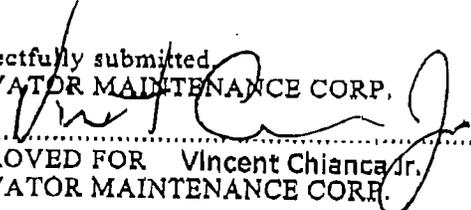
We reserve the right to remove all elevator material replaced, superseded or not used in the performance of the work and we are to retain title to and possession of all machinery, implements and apparatus furnished by us under the terms of this estimate until final payment shall have been made.

We shall not be liable for any loss, damage or delay caused by acts of government, strikes, lockouts, fire, explosion, theft, floods, riots, civil commotion, war, malicious mischief, acts of God, or by any cause beyond our reasonable control, nor do we guarantee any labor or material expended on equipment which we do not maintain. The Corporation will provide Liability Insurance to protect against bodily injury or death which may occur while its employees are actually engaged in working on and are present in or about the equipment and which are directly and solely due to their negligence. As to any other loss, damage or injury whatsoever, to person or property of any person or persons whomsoever (except employees of the corporation working on the equipment covered hereby) arising while operating, riding upon or being in or about, or resulting directly or indirectly from the operation of said elevators or equipment, the owner agrees to indemnify and save the Elevator Maintenance Corp. harmless against any such loss, bodily injury or death even though the loss, damage or injury was due to the negligence or wrongdoing of the said Elevator Maintenance Corp., its servants, agents or employees.

If any drawings, illustrations or descriptive matter are furnished, they are approximate and submitted only to show the general style, arrangements and approximate dimensions of the equipment.

This proposal is made subject to acceptance by an Authorized Agent of this company, or an officer, and is submitted for prompt acceptance and is subject to change without notice. Its acceptance shall constitute exclusively and entirely the contract for the equipment described herein and all prior representations or agreements relating thereto, whether written or verbal, shall be deemed to be merged herein.

Respectfully submitted,  
ELEVATOR MAINTENANCE CORP.

BY:   
APPROVED FOR Vincent Chianca Jr.  
ELEVATOR MAINTENANCE CORP.

.....  
EMCO Authorized Representative

ACCEPTED: ..... 20.....

BY: .....  
(Owner)

TITLE: .....

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

City Clerk File No. Res. 13.441

Agenda No. 10.Z.9

Approved: JUN 19 2013

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR SUPPLY AND DELIVERY OF LIGHT AUTO PARTS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 12-461, approved on June 13, 2012, awarded a contract in the amount of \$156,972.50 to Northeast Auto to supply and deliver of light auto parts for the City of Jersey City (City), Department of Public Works / Division of Automotive Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for one additional one-year period with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of June 13, 2013 and ending on June 12, 2014; and

**WHEREAS**, the total cost of the contract renewal is \$158,699.20; and

**WHEREAS**, funds in the amount of \$30,000.00 are available in Automotive Maintenance Operating Account No. 13-01-201-26-315-210.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Northeast Auto to supply and deliver of light auto parts for the City of Jersey City (City), Department of Public Works / Division of Automotive Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of June 13, 2013, and the total cost of the contract shall not exceed \$158,699.20;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year permanent budget and in the subsequent calendar year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 13.441  
Agenda No. 10.Z.9 JUN 19 2013

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR SUPPLY AND DELIVERY OF LIGHT AUTO PARTS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Automotive Maintenance Operating Account No. 13-01-201-26-315-210 for payment of the above resolution.

Requisition # 0162264.

Purchase Order # 110145

Temp.Encumbrancy \$30,000.00

RWH/sb  
May 31, 2013

APPROVED: [Signature] Rodney W. Hadley, Director, Department of Public Works 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											
				6.19.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

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 RENEWAL OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR SUPPLY AND DELIVERY OF LIGHT AUTO PARTS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE 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 Automotive Maintenance.

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

To supply and deliver light auto parts.

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

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR SUPPLY AND DELIVERY OF LIGHT AUTO PARTS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE.**

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

To supply and deliver light auto parts for city owned vehicles.

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

The cost of this contract renewal is one hundred and fifty eight thousand six hundred and ninety nine dollars and twenty cents (\$158,699.20).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

June 12, 2014.

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

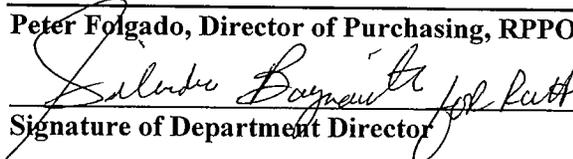
Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

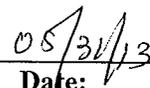
**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Automotive Maintenance.

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

Peter Folgado, Director of Purchasing, RPPO, QPA Date:

  
Signature of Department Director

  
Date:

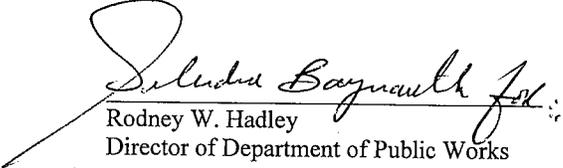
**CERTIFICATION OF RODNEY W. HADLEY**

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. **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH NORTHEAST AUTO & TRUCK PARTS FOR SUPPLY AND DELIVERY OF LIGHT AUTO PARTS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE.**
3. The total funds requested for this contract is \$158,699.20 with a temporary encumbrancy of \$30,000.00.
4. The funds are available in **Automotive Maintenance operating Account No. 01-201-26-315-210.**
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: \_\_\_\_\_

05/31/13

  
Rodney W. Hadley  
Director of Department of Public Works

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor  
RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

June 10, 2013

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

**RE: Contract Renewal (Light Auto Parts)**

Dear Council President and Members of the Municipal Council:

The purpose of this letter is to explain the above subject matter. Resolution No. 12-461, approved on June 12, 2012, awarded a one-year contract in the amount of \$156,972.50 to Northeast Auto to supply and deliver light auto parts. The bid specifications provided the City with the option to renew the contract for one additional one (1) year period with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics

The vendor has been performing the services in an effective and efficient manner. The City desires to exercise the option and renew the contract for an additional one-year period effective as of **June 13, 2013 to June 12, 2014**. The total cost of the contract renewal is **\$158,699.20**. The funds are available for this expenditure in **Automotive Maintenance Operating Account No. 13-01-201-26-315-210** for payment.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rodney W. Hadley", is written over a horizontal dashed line.

Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

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

City Clerk File No. Res. 12-461

Agenda No. 10.Z.12

Approved: JUN 13 2012

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NORTHEAST AUTO & TRUCK PARTS., FOR THE SUPPLY AND DELIVERY OF LIGHT AUTO PARTS AND EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE**

### **COUNCIL**

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

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the Supply and Delivery of Light Auto Parts and Equipment to the City of Jersey City for the Department of Public Works, Division of Automotive; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received Three (3) Bids, the lowest bid being that from Northeast Auto & Truck Parts, 976 Broadway, Bayonne, NJ 07002 in the total bid amount of One Hundred Fifty Six Thousand, Nine Hundred and Seventy Two (\$156,972.50) Dollars and Fifty Cents ; and

**WHEREAS**, the contract is for (1) one year and the City reserves the right to extend the contract for (1) one additional (1) one year term pursuant to specifications and bids thereon; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bids to be fair and reasonable; and

**WHEREAS**, the sum of One Hundred Fifty Six Thousand, Nine Hundred and Seventy Two (\$156,972.50) Dollars and Fifty Cents , will be budgeted for the 2012, 2013 and 2014 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the funds for this purchase are available in Account # 01-201-26-315-210; and

**WHEREAS**, the sum of Ten Thousand Dollars (\$30,000.00) is available in the 2012 and 2013 temporary and permanent budgets; and

#### **Department of Public Works/Division of Automotive**

<b>Account Number:</b>	<b>Purchase Order</b>	<b>Amount</b>
01-201-26-315-210	106772	Temp. Encumb. \$30,000.00
		Total Contract \$156,972.50

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

**WHEREAS**, if funds are not available for the contract in the 2012, 2013 and 2014 temporary and permanent budgets, the contract will be terminated.

**WHEREAS**, the remaining contract funds will be made available in the 2012, 2013 and 2014 temporary and permanent budgets; and

(Continued on page 2)

**TITLE: RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NORTHEAST AUTO & TRUCK PARTS., FOR THE SUPPLY AND DELIVERY OF LIGHT AUTO PARTS AND EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Northeast Auto & Truck Parts be accepted and that a contract be awarded to said company in the above amount, and the Acting City's 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, 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. 01-201-26-315-210

**Department of Public Works/Division of Automotive**

Account Number:	Purchase Order	Amount
01-201-26-315-210	106772 Temp. Encumb.	\$30,000.00
	<b>Total Contract</b>	<b>\$156,972.50</b>

APPROVED Peter Folgado, RPPS  
Peter Folgado, Director of Purchasing, RPPO, QPA

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

APPROVED: Judy Business Administrator Joseph Monahan Corporation Counsel

Certification Required

Not Required

APPROVED 9-0  
6/13/12

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			MASSEY	✓		
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. Brannan Peter M. Brannan, President of Council  
Robert Byrne Robert Byrne, City Clerk

**RESOLUTION FACT SHEET  
OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NORTHEAST AUTO & TRUCK PARTS, FOR THE SUPPLY AND DELIVERY OF LIGHT AUTO PARTS AND EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Nine (9)

**DATE BIDS WERE PUBLICLY RECEIVED:**

May 8, 2012

**NUMBERS OF BIDS RECEIVED:**

Three (3)

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

Light Auto Parts & Equipment needed for the Department of Public Works/Division of Automotive

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Northeast Auto & Truck Parts 976 Broadway Bayonne, NJ 07002	\$156,972.50
2) M & G Auto Parts 6021 Kennedy Blvd North Bergen, NJ 07046	\$160,947.70
3) Samuels Inc./Buy wise Auto Parts 32 Bishop Avenue Jersey City, NJ 07302	\$183,514.65

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

Date

5/30/12

*Peter Folgado, RPPS*

for Peter Folgado, Director of Purchasing, RPPQ, QPA



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER  
**106772**  
THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0157871**  
 BUYER **PUBLICBID**

DATE: **06/01/2012** VENDOR NO: **NO386775**

**VENDOR INFORMATION**

**NORTHEAST AUTO & TRUCK PARTS**  
**976 BROADWAY**  
  
**BAYONNE NJ 07002**

**DELIVER TO**

**AUTOMOTIVE**  
**575 ROUTE 440**  
**JERSEY CITY NJ 07305**

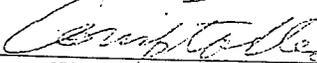
QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EAC	<b>LIGHT AUTO PARTS</b> THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCY PURPOSES ONLY TO ESTABLISH FUNDING FOR:  <b>LIGHT AUTO PARTS AND EQUIPMENT PUBLIC BID</b>  TOTAL CONTRACT AMOUNT: \$156,972.50 TEMPORARY ENCUMBRANCY AMOUNT: \$30,000.00 CHANGE ORDERS WILL BE ISSUED TO ENCUMBER THE REMAINING FUNDS IN THE CONTRACT  PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL PAYMENT VOUCHERS	01-201-26-315-210	30,000.0000	30,000.00

TAX EXEMPTION NO. **22-6002013**

**PO Total 30,000.00**

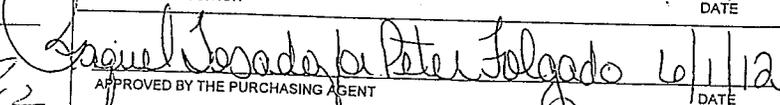
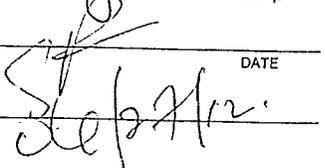
**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**   
 \_\_\_\_\_  
 VENDOR SIGN HERE  
  
 **06/25/12**  
 \_\_\_\_\_  
 OFFICIAL POSITION DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

 **6/1/12**  
 \_\_\_\_\_  
 TITLE OR POSITION DATE  
  
 **6/1/12**  
 \_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT DATE  
  
  
 \_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

**Original Copy**

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

3. The extended price shall be the unit price multiplied by the quantity for each item.
4. The grand total price shall be the summation of the extended prices.
5. The City reserves the right to make the Contract award on a lump sum basis or to make partial contract awards based on lowest unit prices. If the City determines to make a lump sum award, all Bid Proposals not containing prices for all items will be rejected. The Lump Sum awarded will be based on the Grand Total Price listed in the Bid Proposal. If the Grand Total Price is found to have been incorrectly computed changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.
6. The contract shall be valid for one (1) year from the date of award of contract.
7. The City reserves the right to extend the contract for an additional one (1) year term.
8. If the city exercises the option to renew the contract for an additional one (1) year, the Contractor shall be entitled to a price increase based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time the contract is renewed. Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

**SCHEDULE OF PRICES**

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications the items listed herein: **Light Automotive Parts & Equipment** with the listed part number or approved equal.

Prices to be quoted per Unit and Extended Amount

Item	Quantity	Make	Part Description	Part #	Unit Price	Extended Price
1.	200 ea.	Security Chain	17" Snow Traction Cables	SC1042	\$ 27.50	\$ 5500.00
2.	200 ea.	Security Chain	18" Snow Traction Cables	SZ429	\$ 72.00	\$ 14400.00
3.	200 ea.	Security Chain	16" Snow Traction Cables	SC1038	\$ 27.00	\$ 5400.00
4.	40 ea.	Johnson	30 lb. Cylinder Freon	R134A	\$ 160.00	\$ 6400.00
5.	20 ea.	Motorcraft	A/C Compressor Oem only	YCC151	\$ 185.00	\$ 3700.00
6.	200 ea.	Hastings	Air Filter	AF878	\$ 3.00	\$ 600.00
7.	100 ea.	Hastings	Air Filter	AF2397	\$ 28.00	\$ 2800.00
8.	100 ea.	Motorcraft	Alternator - 130 AMP	GL671	\$ 125.00	\$ 12500.00
9.	200 ea.	Dayco	Belt	5081260	\$ 22.45	\$ 4490.00
10.	200 sets	Raybestos severe duty	Brake Pad	ATD-748C	\$ 25.50	\$ 5100.00
11.	200 sets	Raybestos severe duty	Brake Pad	ATD-777M	\$ 32.50	\$ 6500.00
12.	200 sets	Raybestos severe duty	Brake Pad	ATD-931P	\$ 32.50	\$ 6500.00
13.	200 sets	Raybestos severe duty	Brake Pad	ATD-932P	\$ 30.10	\$ 6020.00
14.	200 ea.	Ac Delco only	Brake Rotor - Front No white boxed	18A1252	\$ 42.00	\$ 8400.00
15.	200 ea.	AC Delco only	Brake Rotor - Rear No white boxed	18A1254	\$ 32.10	\$ 6420.00
16.	75 ea.	Raybestos	Brake Shoe	791 PG	\$ 22.00	\$ 1650.00
17.	200 ea.	Wagner	Bulbs	9004	\$ 2.80	\$ 560.00
18.	200 ea.	Wagner	Bulbs	9005	\$ 2.80	\$ 560.00
19.	200 ea.	Wagner	Bulbs	9006	\$ 2.80	\$ 560.00
20.	200 ea.	Wagner	Bulbs	9007	\$ 3.80	\$ 760.00
21.	150 ea.	Wagner	Bulbs	3057	\$ .40	\$ 60.00
22.	150 ea.	Wagner	Bulbs	3157	\$ .40	\$ 60.00

Item	Quantity	Make	Part Description	Part #	Unit Price	Extended Price
23.	150 ea.	Wagner	Bulbs	1157	\$ 0.18	\$ 27.00
24.	50 ea.	BWD	Ignition Coil	E232	\$ 14.00	\$ 700.00
25.	50 ea.	Airtex	Electric Fuel Pump	E2449S	\$ 105.50	\$ 5275.00
26.	75 ea.	Hastings	Fuel Filter	FF1114	\$ 16.48	\$ 1236.00
27.	100 ea.	Hastings	Fuel Filter	FF1145	\$ 24.64	\$ 2464.00
28.	100 ea.	Hastings	Fuel Filter	GF326	\$ 4.55	\$ 455.00
29.	100 ea.	Hastings	Fuel Filter	GF348	\$ 14.65	\$ 1465.00
30.	50 ea.	Dayco	Hose	72287	\$ 8.81	\$ 440.50
31.	25 ea.	Spicer	Idler Arm	450-1043.B	\$ 9.95	\$ 248.75
32.	50 ea.	A-1	Master Cylinder	10-2954	\$ 25.48	\$ 1274.00
33.	25 ea.	BWD	O2 SENSOR	OS2225	\$ 20.98	\$ 524.50
34.	250 ea.	Hastings	Oil Filter	LF558	\$ 11.28	\$ 2820.00
35.	250 ea.	Hastings	Oil Filter	LF107	\$ 2.98	\$ 745.00
36.	250 ea.	Hastings	Oil Filter	LF483	\$ 3.08	\$ 770.00
37.	250 ea.	Hastings	Oil Filter	LF110	\$ 2.80	\$ 700.00
38.	250 ea.	Hastings	Oil Filter	LF134	\$ 1.56	\$ 390.00
39.	250 ea.	Hastings	Oil Filter	LF299	\$ 5.48	\$ 1370.00
40.	25 ea.	Spicer	Pitman Arm	4451052.B	\$ 8.40	\$ 210.00
41.	50 ea.	Silla	Radiator	2610P	\$ 100.25	\$ 5012.50
42.	10 ea.	Dorman	Radiator Fan Motor	620-121	\$ 70.20	\$ 702.00
43.	250 ea.	Champion	Spark Plug	401	\$ .98	\$ 245.00
44.	100 ea.	Reliance	Starter	3218	\$ 40.40	\$ 4040.00
45.	50 ea.	A-1	Steering Pump	20-298	\$ 24.60	\$ 1230.00
46.	25 ea.	A-1	Steering Rack	22-276	\$ 70.40	\$ 1760.00
47.	50 ea.	Spicer	Tie Rod - Inner	401-1222B	\$ 7.25	\$ 362.50
48.	50 ea.	Spicer	Tie Rod - Outer	401-1930	\$ 22.45	\$ 1122.50
49.	50 ea.	A-1	Water Pump	65-23134	\$ 17.95	\$ 897.50
50.	500 ea.	Anco	Wiper Blade	31-24	\$ 1.95	\$ 975.00
51.	50 ea.	A-1	Wiper Motor	40-2010	\$ 23.40	\$ 1170.00
52.	50 ea.	Spicer	Stabilizer Link - Left	645-1117B	\$ 7.98	\$ 399.00

Item	Quantity	Make	Part Description	Part #	Unit Price	Extended Price
53.	50 ea.	Spicer	Stabilizer Link - Right	545-1118B	\$ 7.98	\$ 399.00
54.	50 ea.	A - 1	Caliper - Left	18-4841	\$ 30.00	\$ 1500.00
55.	50 ea.	A - 1	Caliper - Right	18-4840	\$ 30.00	\$ 1500.00
56.	25 ea.	Dorman	Intake Manifold	615-175	\$ 102.00	\$ 2550.00
57.	25 ea.	Edelmann	Power Steering Line	91970	\$ 25.90	\$ 647.50
58.	25 ea.	A - 1	Power Steering Pump	20-253	\$ 26.20	\$ 655.00
59.	25 ea.	Stant	Thermostat	13399	\$ 4.25	\$ 106.25
60.	200 ea.	Stant	Thermostat	13779	\$ 4.35	\$ 870.00
61.	25 ea.	Dorman	Radiator Reserve Tank	603-201	\$ 18.40	\$ 460.00
62.	50 ea.	Ford Oem only	Radiator Fan Unit	8W1Z8C607 B	\$ 135.00	\$ 6750.00
63.	300 ea.	Anco	Wiper Blades	31-18	\$ 1.98	\$ 594.00
64.	300 ea.	Anco	Wiper Blades	31-20	\$ 1.98	\$ 594.00
65.	300 ea.	Anco	Wiper Blades	31-22	\$ 1.98	\$ 594.00
66.	300 ea.	Anco	Wiper Blades	31-26	\$ 1.98	\$ 594.00
67.	300 ea.	Anco	Winter Wiper Blades	30-20	\$ 1.98	\$ 594.00
68.	300 ea.	Anco	Winter Wiper Blades	30-22	\$ 1.98	\$ 594.00
<b>GRAND TOTAL UNIT PRICE</b>					\$	<del>1944.22</del> 1944.22
<b>GRAND TOTAL EXTENDED PRICE</b>					\$	156,972.50

One hundred & fifty six thousand nine hundred & seventy two and 50/100  
 (GRAND TOTAL EXTENDED PRICE -- IN WRITTEN WORDS) two dollars & fifty cents

All quotations must be typed or written in ink. Pencil quotations will automatically render the bid informal. This bid must be accompanied by a bond or certified check for Ten (10%) percent of the Total Amount Of Bid. Bond must be from a Surety Company authorized to do business in the State of New Jersey.	
<b>COMPANY NAME:</b> NORTHEAST AUTOCENTER PARTS LLC	<b>CONTACT NAME:</b> SEWELL (and) FANIGHT (MIKE)
<b>ADDRESS:</b> 976 Broadway BAYONNE NJ 07002	<b>ADDRESS:</b> 976 BROADWAY BAYONNE NJ 07002

**Notes to Bidders**

1. The City will award this contract as an open-end contract. For all items specified the minimum quantity the City shall be obligated to order is zero (0).
2. The maximum quantities are stated above



**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 NORTH EAST Aero & Tool Parts LLC (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 NORTH EAST Aero & Tool Parts LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: NORTH EAST Aero & Tool Parts LLC

Signed: [Signature] Title: VP

Print Name: Severin, Randi Date: 05/30/13

Subscribed and sworn before me  
this 30 day of May, 2013.  
My Commission expires:

[Signature]  
(Affiant)  
Severin, Randi VP  
(Print name & title of affiant) (Corporate Seal)

JENNIFER MALIA  
Commission # 2396401  
Notary Public, State of New Jersey  
My Commission Expires  
May 11, 2015

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
LEILA RAUDAT	125 W. 27th ST. MAYORVILLE, NJ. 07002 100 Bldg.

**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.

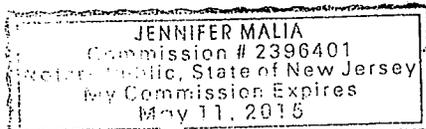
Name of Business Entity: WINDY EAST RIVER TRADING CO. LLC.

Signed: [Signature] Title: V.P.

Print Name: Soupreet Kaur Date: 05/30/13

Subscribed and sworn before me this 30 day of May, 2013

My Commission expires:



[Signature]  
 (Affiant)  
Soupreet Kaur  
 (Print name & title of affiant) (Corporate Seal)



(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print):

SEW PERSAUD RAMDATT VP. (MIKE)

Representative's Signature:

Name of Company:

NORTH EAST Auto & Truck Parts LLC

Tel. No.:

201-823-2128

Date:

05/25/13

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

X 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:

Sebastian Raul AT VP. (MICE)  
[Signature]  
NORTH EAST AUTO & TRUCK PARTS LLC  
201-823-2128      05/20/13

+

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name : NORTH EAST AUTO & TIRE PARTS LLC.  
Address : 976 BROADWAY BAYONNE NJ 07002  
Telephone No. : 201-823-2128  
Contact Name : SEWPER SAID LAUDAT (MINE)

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: NORTH EAST AUTO & TIRE PARTS, LLC  
Address: 976 BROADWAY HAZLEDEN, NJ 07002  
Telephone No.: 701-823-2128  
Contact Name: SEW PERSAUD RAVIDAT (MIKE)

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**

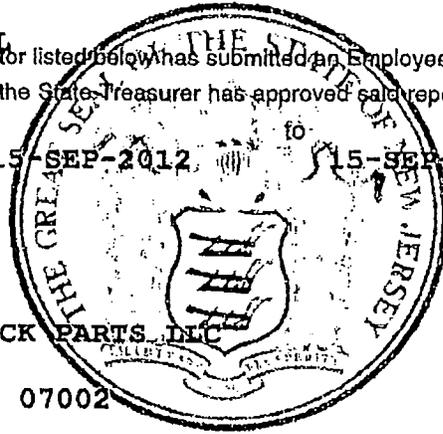
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

15-SEP-2012 to 15-SEP-2019



**NORTH EAST AUTO & TRUCK PARTS, LLC**  
976 BROADWAY  
BAYONNE NJ 07002

  
Andrew P. Sidamon-Eristoff  
State Treasurer

11/29/11

Taxpayer Identification# 273-708-197/000

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)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

<b>STATE OF NEW JERSEY</b> <b>BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252</small>
<b>TAXPAYER NAME:</b> NORTHEAST AUTO & TRUCK PARTS LIMITED LIA	<b>TRADE NAME:</b>	
<b>ADDRESS:</b> 976 BROADWAY BAYONNE NJ 07002-1124	<b>SEQUENCE NUMBER:</b> 1596066	
<b>EFFECTIVE DATE:</b> 10/21/10	<b>ISSUANCE DATE:</b> 11/29/11	
		 Director New Jersey Division of Revenue
<small>FORM BDC</small>		



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	NORTHEAST AUTO & TRUCK PARTS LIMITED LIABILITY COMPANY
<b>Trade Name:</b>	
<b>Address:</b>	976 BROADWAY BAYONNE, NJ 07002-1124
<b>Certificate Number:</b>	1596066
<b>Effective Date:</b>	October 21, 2010
<b>Date of Issuance:</b>	May 30, 2013

**For Office Use Only:**  
20130530145311336

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

City Clerk File No. Res. 13.442

Agenda No. 10.Z.10

Approved: JUN 19 2013

TITLE: **RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO JOSEPH DAVID CONSTRUCTION FOR VARIOUS FIREHOUSES ROOF REPAIRS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**



Council offered and moved adoption of the following Resolution:

**WHEREAS**, there was a need for emergency roof repairs at Engine 9, 15 and 17; and

**WHEREAS**, the Director of the Department of Public Works inspected the roofs at the various firehouses and determined that they needed to be repaired immediately and that the safety of employees and the public was at risk; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it was necessary to have this work performed as soon as possible because the roof conditions posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, two proposals were received:

**Specialty Building Solution = \$131,200.00**  
**Joseph David Construction = \$67,206.00; and**

**WHEREAS**, the total cost for the performance of the work by Joseph David Construction is \$67,206.00; and

**WHEREAS**, these funds are available in General Buildings Capital Account No. 04-215-55-854-991.

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

- 1) Because of the above stated reasons which are incorporated herein, an emergency contract award to Joseph David Construction, 405 Pennsylvania Avenue, Linden , NJ 07036 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to perform roof repairs is hereby ratified;
- 2) The total cost of the emergency contract is \$67,206.00;
- 3) The Director of the Department of Public Works shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

(Continued on page 2)

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO JOSEPH DAVID CONSTRUCTION FOR VARIOUS FIREHOUSES ROOF REPAIRS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

- 4) The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 5) The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

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

PO # 110213

June 11, 2013

APPROVED: Rodney Hadley 6/11/13 APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] Rodney W. Hadley, DPW Director  
 Business Administrator [Signature] Corporation Counsel

Certification Required   
 Not Required

**APPROVED 9-0**  
**6.19.13**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

**Silendra Bajjnauth**

---

**From:** Raymond Reddington  
**Sent:** Tuesday, June 11, 2013 3:52 PM  
**To:** Silendra Bajjnauth  
**Cc:** Rodney Hadley  
**Subject:** RE: Emergency reso

Looks okay.

---

**From:** Silendra Bajjnauth  
**Sent:** Tuesday, June 11, 2013 3:45 PM  
**To:** Raymond Reddington  
**Cc:** Rodney Hadley  
**Subject:** RE: Emergency reso

Kindly see attached.  
Thanks

---

**From:** Raymond Reddington  
**Sent:** Tuesday, June 11, 2013 3:42 PM  
**To:** Silendra Bajjnauth  
**Cc:** Rodney Hadley  
**Subject:** RE: Emergency reso

Please see attached copy of draft no. 2 of resolution for two changes.

---

**From:** Silendra Bajjnauth  
**Sent:** Tuesday, June 11, 2013 3:04 PM  
**To:** Raymond Reddington  
**Cc:** Rodney Hadley  
**Subject:** RE: Emergency reso

Please see attached for revised resolution.  
Thanks

---

**From:** Raymond Reddington  
**Sent:** Tuesday, June 11, 2013 2:47 PM  
**To:** Silendra Bajjnauth  
**Cc:** Rodney Hadley  
**Subject:** RE: Emergency reso

Please see attached copy of draft no. 1 of resolution for changes.

---

**From:** Silendra Bajjnauth  
**Sent:** Tuesday, June 11, 2013 12:46 PM  
**To:** Raymond Reddington  
**Cc:** Rodney Hadley  
**Subject:** Emergency reso

Please see attached for the emergency resolution. Kindly review and advise.

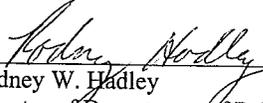
**CERTIFICATION OF RODNEY W. HADLEY**

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. There was a need for emergency roof repairs at Engine 9, 15, and 17.
3. Current conditions properly create dangerous condition for all those who work at the firehouses.
4. Further examination of the revealed that these firehouses roofs must be fixed immediately.
5. As Director of the Department of Public Works, I inspected these roofs and determined that, they are not in working conditions and must be fixed, and the safety of employees and the public is at risk.
6. Proposals were solicited from Joseph David Construction in the amount of \$67,206.00 and from Specialty Building Solution in the amount of \$131,200.00.
7. Because of the reasons stated above which are incorporated herein , I am requesting an emergency to be declared and formally authorize Joseph David Construction to provide the necessary roof repairs without further delay.
8. The total funds requested for this purpose is \$67,206.00.
9. 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: \_\_\_\_\_

6/11/13

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

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 JOSEPH DAVID ROOFING TO PROVIDE ROOF REPAIRS FOR ENGINE 9, 15 AND 17 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET 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 Buildings and Street Maintenance.

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

Roof repairs at Engine 9, 15 and 17.

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

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JOSEPH DAVID ROOFING TO PROVIDE ROOF REPAIRS FOR ENGINE 9, 15 AND 17 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

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

Roof repairs at Engine 9, 15 and 17.

**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 renew is sixty seven thousand two hundred and six dollars and zero cents (\$67,206.00).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

ASAP.

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

John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Buildings and Street Maintenance.

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

Peter Folgado, Director of Purchasing, RPPO, QPA Date:

Signature of Department Director

6/11/13  
Date:

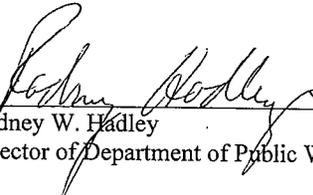
CERTIFICATION OF RODNEY W. HADLEY

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. **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JOSEPH DAVID ROOFING TO PROVIDE ROOF REPAIRS FOR ENGINE 9, 15 AND 17 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.**
3. The total funds requested for this contract is \$67,206.00.
4. The funds are available in General Buildings Capital Account No. 04-215-55-854-991.
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: \_\_\_\_\_

6/11/13

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor  
RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

June 12, 2013

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

**RE: Roof Repairs (Engine 9, 15, 17)**

Dear Council President and Members of the Municipal Council:

There was a need for emergency roof repairs at engine 9, 15, and 17. The Director of the Department of Public Works notified the Purchasing Agent that an emergency existed at these firehouses.

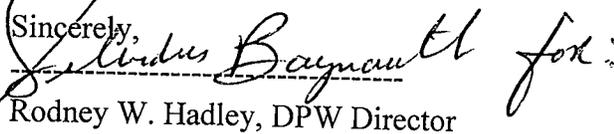
It was necessary to have this work performed as soon as possible because it posed a threat to public safety and this work was necessary to protect and promote the public health, safety and welfare.

Because of the reasons stated above which are incorporated herein, I have declared an emergency and formally authorized Joseph David Construction to provide the necessary repairs without further delay. The total funds requested for this purpose is \$67,206.00. The funds are available in **General Buildings Capital Account No. 04-215-55-854-991.**

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Thank you for your cooperation.

Sincerely,

  
Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator



# Joseph David Roofing

405 Pennsylvania Avenue  
Linden, New Jersey 07036  
Phone 908-925-0007  
Fax 908-925-5523

## ESTIMATE

June 7, 2013

City of Jersey City  
Dept of Public Works  
575 Route 440  
Jersey City, NJ 07305

**JOB REFERENCE: Engine 15 200 Sipp Avenue Jersey City, NJ**

We propose to perform the following scope of work for the above address, labor and materials for job to be supplied by us.

- 1.) Clean and remove all debris from roof surface
- 2.) Cover up three existing fiberglass skylights with plywood
- 3.) Install a new Carlisle (Versico) TPO mechanically attached white synthetic roof system
- 4.) We will install new flashings along roof curbs and all penetrations going through the roof
- 5.) Install 2 new marathon retrofit internal roof drains into existing
- 6.) Install new 040 gauge aluminum edging along the drainage perimeter and seal (garrison side)

We will clean and remove all the debris caused by this work away from the premises.  
We will maintain a safe environment while work is in progress.  
35% Deposit required before start.

**Labor and Materials: \$15,452.00**

\_\_\_\_\_  
Authorized Signature

# Joseph David Roofing

405 Pennsylvania Avenue  
Linden, New Jersey 07036  
Phone 908-925-0007  
Fax 908-925-5523

## ESTIMATE

June 7, 2013

City of Jersey City  
Dept of Public Works  
575 Route 440  
Jersey City, NJ 07305

**JOB REFERENCE: Engine 17 255 Kearney Avenue**

We propose to perform the following scope of work for the above address, labor and materials for job to be supplied by us.

- 1.) Clean and remove all debris off roof surface
- 2.) Remove 4 sides of terra cotta coping stones on left section of building (approx. 300 ft) and install 2X6 wood nailers for proper flashing
- 3.) Cut and remove existing loose and rippled wall flashings for a smooth surface
- 4.) Remove 6 existing dome-shaped skylights and cover opening with plywood
- 5.) Mechanically attach ½" ISO board emulation for a clean and smooth surface
- 6.) Install a new Carlisle (Versico) TPO mechanically-attached roof system
- 7.) Install new flashings along roof curbs and all penetrations going through roof
- 8.) Install 5 Marathon Retrofit roof drains into existing and one through-wall scupper drain.

We will clean and remove all the debris caused by this work away from the premises.  
We will maintain a safe environment while work is in progress.  
35% Deposit required before start.

**Labor and Materials: \$41,888.00**

\_\_\_\_\_  
Authorized Signature



# Specialty Building Solutions

65 Eads Street  
West Babylon, NY 11704  
Phone: 631-368-1871 Fax: 631-393-6904  
E-Mail: info@sbsproduct.com  
Web: www.sbsproduct.com

Department of Public Works  
575 Route 440  
Jersey City, NJ 07305  
Attn: John McGrath

May 16, 2013

Please find below our proposal for a roof at 200 Sip Avenue.

**Problem:**

Upon inspection we have ascertained that the roof is leaking causing hazard to the firemen inside the building.

**Solution:**

We propose to apply the **PerfectRoof** which is a laminate system comprised of our Nano-polymers, Polytex fabrics and Top Sealer, is the least expensive, most effective, truly green, renewable, waterproofing membrane composite ever made. **PerfectRoof** is not a coating, or failure prone cured membrane with leaky seams, terminations and penetrations. This seamless membrane is tailor made on site for your roof. It applies directly to and performs consistently with all existing substrates and resinous coatings, regardless of formulation or composition.

**Pricing**

- Full Fabric Reinforced System

**For the total sum of**

**\$43,000.00**

**(Please include applicable sales tax 7%)**

All work is to be performed on straight time, weather permitting

Thank you for the opportunity,  
John Pierson  
President



# Specialty Building Solutions

165 Eads Street  
West Babylon, NY 11704  
Phone: 631-368-1871 Fax: 631-393-6904  
E-Mail: info@sbsproduct.com  
Web: www.sbsproduct.com

Department of Public Works  
575 Route 440  
Jersey City, NJ 07305  
Attn: John McGrath

May 16, 2013

Please find below our proposal for a roof at 255 Kearney Avenue.

**Problem:**

Upon inspection we have ascertained that the roof is leaking causing hazard to the Firemen inside the building.

**Solution:**

We propose to apply the **PerfectRoof** which is a laminate system comprised of four Nano-polymers, Polytex fabrics and Top Sealer, is the least expensive, most effective, truly green, renewable, waterproofing membrane composite ever made. **PerfectRoof** is not a coating, or failure prone cured membrane with leaky seams, terminations and penetrations. This seamless membrane is tailor made on site for your roof. It applies directly to and performs consistently with all existing substrates and resinous coatings, regardless of formulation or composition.

**Pricing**

➤ Full Fabric Reinforced System  
For the total sum of **\$88,200.00**  
(Please include applicable sales tax 7%)

All work is to be performed on straight time, weather permitting

Thank you for the opportunity,  
John Pierson  
President

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

City Clerk File No. Res. 13.443

Agenda No. 10.Z.11

Approved: JUN 19 2013

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH CENTRAL POLY FOR FURNISHING AND DELIVERING CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 11-318, approved on May 25, 2011, awarded a contract in the amount of \$34,929.50 to Central Poly for custodial supplies for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

**WHEREAS**, Resolution No. 12-465, approved on June 13, 2012, exercised the first option to renew the contract in the amount of \$35,837.67; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of May 26, 2013 and ending on May 25, 2014; and

**WHEREAS**, the total cost of the contract renewal is \$36,231.89; and

**WHEREAS**, funds in the amount of \$5,000.00 are available in Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-206.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Central Poly for custodial supplies for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of May 26, 2013, and the total cost of the contract shall not exceed \$36,231.89;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2013 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 calendar year permanent budget and in the subsequent calendar year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH CENTRAL POLY FOR FURNISHING AND DELIVERING CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-206 for payment of the above resolution.

Requisition # 0162258

Purchase Order # 110143

Temp.Encumbrancy \$5,000.00

RWH/sb  
May 29, 2013

APPROVED: Rodney W. Hadley 5/30/13 APPROVED AS TO LEGAL FORM  
Rodney W. Hadley, Director, Department of Public Works

APPROVED: [Signature]  
Business Administrator Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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 RENEWAL OF A CONTRACT WITH CENTRAL POLY FOR FURNISHING AND DELIVERING CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET 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 Buildings and Street Maintenance.

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

To provide custodial supplies.

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

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH CENTRAL POLY FOR FURNISHING AND DELIVERING CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.**

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

To provide custodial supplies.

**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 renewal is thirty six thousand two hundred and thirty one dollars and eighty nine cents (\$36,231.89).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

May 25, 2014.

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

John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

**10. Additional comments:**

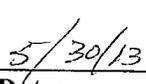
Resolution proposed at the recommendation of the Director of Buildings and Street Maintenance.

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

---

Peter Folgado, Director of Purchasing, RPPO, QPA Date:

  
Signature of Department Director

  
Date:

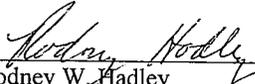
**CERTIFICATION OF RODNEY W. HADLEY**

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. **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH CENTRAL POLY FOR FURNISHING AND DELIVERING CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE.**
3. The total funds requested for this contract is \$36,231.89 with a temporary encumbrancy of \$5,000.00.
4. The funds are available in **Buildings and Street Maintenance operating Account No. 01-201-26-291-206.**
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: \_\_\_\_\_

5/30/13

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor

RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

June 10, 2013

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

**RE: Contract Renewal (Custodial Supplies)**

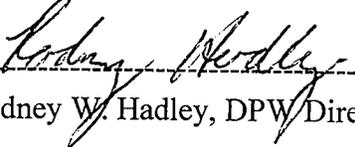
Dear Council President and Members of the Municipal Council:

The purpose of this letter is to explain the above subject matter. Resolution No. 11-318, approved on May 25, 2011, awarded a one-year contract in the amount of \$34,929.50 to Central Poly for furnishing and delivering custodial supplies. The bid specifications provided the City with the option to renew the contract for two (2) additional one (1) year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics. Resolution No. 12-465, approved on June 13, 2012, exercised the first option to renew the contract in the amount of \$35,837.67.

The vendor has been performing the services in an effective and efficient manner. The City desires to exercise the final option and renew the contract for an additional one-year period effective as of **May 26, 2013 to May 25, 2014**. The total cost of the contract renewal is **\$36,231.89**. The funds are available for this expenditure in **Buildings and Street Maintenance Operating Account No. 13-01-201-26-291-206** for payment.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Sincerely,

  
-----

Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

Requisition #  
0162258

**CITY OF JERSEY CITY**  
1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Assigned PO #  
110143

**Requisition**

**Vendor**  
CENTRAL POLY CORP.  
2400 BEDLE PLACE  
LINDEN NJ 07036

**Dept. Bill To**  
BUILDING & STREET MAINTENACE  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

**Dept. Ship To**  
BUILDING & STREET MAINTENACE  
575 ROUTE 440  
ROOM 127  
JERSEY CITY NJ 07305

CE104410

**Contact Info**  
John McGrath, Dir  
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	CONTRACT RENEWAL FOR CUSTODIAL SUPPLIES	01-201-26-291-206	5,000.00	5,000.00

\*\*\* EXERCISING FINAL OPTION TO RENEW FOR AN ADDITIONAL YEAR\*\*

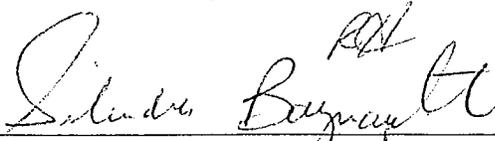
CONTRACT DURATION : 05/26/13 TO 05/25/14  
NEW CONTRACT AMOUNT = \$36,231.89  
TEMP. ENCUMBRANCY = \$5,000.00

INITIAL RESO # 11-318 , APPROVED 05/25/11  
1ST RENEWAL RESO # 12-465 , APPROVED 06/13/12

PARTIAL PAYMENT VOUCHERS

Requisition Total 5,000.00

Req. Date: 05/30/2013  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By:   
05/30/13

**This Is Not A Purchase Order**



# Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From:  To:

include graphs

[More Formatting Options](#)

Data extracted on: May 29, 2013 (2:00:38 PM)

## Consumer Price Index - All Urban Consumers

Series Id: CUUR0100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003	190.5	191.7	193.0	192.6	192.7	192.8	193.5	194.3	195.0	195.4	195.1	194.9	193.5	192.2	194.7
2004	195.9	196.8	198.6	199.4	199.9	201.1	201.0	201.0	201.2	202.5	202.6	201.9	200.2	198.6	201.7
2005	202.6	203.6	206.0	206.9	206.2	206.2	207.9	208.7	210.8	211.5	210.0	209.0	207.5	205.3	209.7
2006	211.0	211.6	212.8	214.7	215.7	216.7	217.5	218.1	216.3	215.2	214.8	215.2	215.0	213.8	216.2
2007	215.813	216.651	218.334	219.501	220.591	221.579	221.945	221.559	221.436	221.951	223.356	223.425	220.512	218.745	222.279
2008	224.325	225.213	226.926	228.133	230.089	232.649	234.545	233.788	232.841	230.837	227.236	225.091	229.306	227.889	230.723
2009	225.436	226.754	227.309	227.840	228.136	229.930	230.154	230.883	231.200	231.304	231.708	231.462	229.343	227.568	231.119
2010	232.294	232.382	233.188	233.615	234.130	233.834	233.885	234.150	234.027	234.671	235.094	235.141	233.868	233.241	234.495
2011	235.969	237.110	239.074	240.267	241.566	241.690	242.282	243.033	243.323	243.014	242.652	241.987	240.997	239.279	242.715
2012	242.879	243.850	245.125	245.850	245.709	245.201	244.984	246.252	247.409	247.564	247.097	246.456	245.698	244.769	246.627
2013	247.277	248.665	248.719	248.464											

## 12-Month Percent Change

Series Id: CUUR0100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003	3.0	3.0	3.2	2.6	2.7	2.7	2.8	2.6	2.9	2.9	2.6	2.8	2.8	2.8	2.7
2004	2.8	2.7	2.9	3.5	3.7	4.3	3.9	3.4	3.2	3.6	3.8	3.6	3.5	3.3	3.6
2005	3.4	3.5	3.7	3.8	3.2	2.5	3.4	3.8	4.8	4.4	3.7	3.5	3.6	3.4	4.0
2006	4.1	3.9	3.3	3.8	4.6	5.1	4.6	4.5	2.6	1.7	2.3	3.0	3.6	4.1	3.1
2007	2.3	2.4	2.6	2.2	2.3	2.3	2.0	1.6	2.4	3.1	4.0	3.8	2.6	2.3	2.8
2008	3.9	4.0	3.9	3.9	4.3	5.0	5.7	5.5	5.2	4.0	1.7	0.7	4.0	4.2	3.8
2009	0.5	0.7	0.2	-0.1	-0.8	-1.2	-1.9	-1.2	-0.7	0.2	2.0	2.8	0.0	-0.1	0.2
2010	3.0	2.5	2.6	2.5	2.6	1.7	1.6	1.4	1.2	1.5	1.5	1.6	2.0	2.5	1.5
2011	1.6	2.0	2.5	2.8	3.2	3.4	3.6	3.8	4.0	3.6	3.2	2.9	3.0	2.6	3.5
2012	2.9	2.8	2.5	2.3	1.7	1.5	1.1	1.3	1.7	1.9	1.8	1.8	2.0	2.3	1.6
2013	1.8	2.0	1.5	1.1											

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[www.bls.gov](http://www.bls.gov) | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

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

City Clerk File No. Res. 12-465

Agenda No. 10.Z.16

Approved: JUN 13 2012

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH CENTRAL POLY FOR FURNISHING AND DELIVERING CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 11-318, approved on May 25, 2011, awarded a contract in the amount of \$34,929.50 to Central Poly for custodial supplies for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of May 26, 2012 and ending on May 25, 2013; and

WHEREAS, the total cost of the contract renewal is \$35,837.67; and

WHEREAS, funds in the amount of \$10,000.00 are available in Buildings and Street Maintenance Operating Account No. 12-01-201-26-291-206.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Central Poly for custodial supplies for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of May 26, 2012, and the total cost of the contract shall not exceed \$35,837.67;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2012 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2012 calendar year permanent budget and in the subsequent calendar year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH CENTRAL POLY FOR FURNISHING AND DELIVERING CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Maintenance Operating Account No. 12-01-201-26-291-206 for payment of the above resolution.

Requisition # 0158442

Purchase Order # 106812

Temp. Encumbrance \$10,000.00

RWH/sb  
May 21, 2012

APPROVED: [Signature] 5/31/12 APPROVED AS TO LEGAL FORM  
Donney W. Hooley, Director, Department of Public Works  
APPROVED: [Signature] Joanne Monahan  
Business Administrator Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
6/13/12											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

BID PROPOSAL / DOCUMENTS

CUSTODIAL SUPPLIES SPECIFICATIONS  
 DPW/DIVISION OF BUILDINGS & STREET MAINTENANCE

This contract will be awarded as an open-end contract for a term of one year.  
 The minimum and maximum number of quantities for each item or as stated below.

PAPER PRODUCTS

ITEM	QUANTITY MINIMUM & MAXIMUM	DESCRIPTION	UNIT AMOUNT	EXTENDED AMOUNT
1.	0 - 650 Cases	Roll Toilet Paper -(2 ply 500 sheets per roll), 96 rolls per case,	27.99	18,193.50
2.	0 - 800 Cases	Universal Hard Roll Paper Towels - 8 inch roll, 8" X 425 ft., 12 rolls per case - Standard Dispenser, (12 rolls per case)	18.99	15,192. <sup>00</sup>
3.	0 -70 Cases	C-Fold Towels - Natural White, 10 1/4 X 13 sheet size, 150 per pk., 16pkg. per case	14.30	1,001. <sup>00</sup>
4.	0 - 30 Cases	Facial Tissue - Flat Box - 150 Tissues (30 per case)	18.10	543. <sup>00</sup>

Central Poly Corp.

18 Donaldson Place / P.O. Box 4097

Linden, NJ. 07036

www.Centralpoly.com

Tel.# (908) 862-7576 / Fax# (908) 862-9019

NOTE:

This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item or as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

VENDOR MUST SUBMIT DETAIL INFORMATION REGARDING SUPPLIES THAT ARE EQUAL TO ITEMS LISTED ON PAGE 7.

ITEM	MANUFACTURER NAME	PRODUCT NAME	DESCRIPTION	CERTIFYING ORGANIZATION	CERTIFICATION ACHIEVED
1	ACT Industries	TT2PQR	Toilet Paper 4.2x3.8 2-ply 500 sheets 96 rolls/cs	SEE ATTACHED	✓
2	Putney Paper	P724N	Roll Towels 8x125" Natural 12 rolls/cs	SEE ATTACHED	✓
3	Putney Paper	P100B	C-Fold White 10 1/8 x 13 100 PLS/150 2400/cs	SEE ATTACHED	✓
4	Atlas Paper Mills	ACB34	Facial Tissue 2-ply 100 sheets/bx 20 bxs/cs	SEE ATTACHED	✓

NOTE: Vendor must provide a copy of Green Seal Certification for each quoted item. Certifications must be submitted in order for quoted items be considered "green".

Central Poly Corp.  
18 Donaldson Place / P.O. Box 4097  
Linden, NJ 07036  
www.Centralpoly.com  
Tel.# (908) 862-7570 / Fax# (908) 862-9019

BID PROPOSAL/DOCUMENTS

Central Poly Corp.  
18 Donaldson Place / P.O. Box 4097  
Linden, NJ 07036  
www.Centralpoly.com  
Tel# (908) 862-7570 / Fax# (908) 862-9019

GRAND TOTAL PRICE ITEMS 1 THROUGH 4

The City will use the grand total price calculated by using the sum of unit amount times the extended amount items 1 through 4. The Supplier shall be paid based on actual quantities used.

INCLUSIVE

Thirty four thousand nine hundred twenty nine & 50/100  
(In Writing)

\$ 34,929.50

(In Figures)

The contract will be awarded based upon the grand total price for items 1 through 4. If the Grand Total Price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

\* Pursuant to N.J.S.A. 40A: 11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator For State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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

City Clerk File No. Res. 11-318

Agenda No. 10.0

Approved: MAY 25 2011

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CENTRAL POLY CORPORATION, FOR FURNISHING AND DELIVERING CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/BUILDING & STREET MAINTENANCE

### COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for furnishing and delivering Custodial Supplies for the Department of Public Works/Building & Street Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Six (6) Bids, the lowest bid being that from Central Poly Corporation, 18 Donaldson Place, Linden, New Jersey 07036 in the total bid amount of Thirty Four Thousand, Nine Hundred Twenty Nine Dollars (\$34,929.50) and Fifty cents; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of Thirty Four Thousand, Nine Hundred Twenty Nine Dollars (\$34,929.50) and Fifty cents; will be budgeted for the 2011, 2012, 2013 and 2014 Budget Years subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of Five Thousand (\$5,000.00) Dollars; is available in the 2011 temporary budget in Account No. 01-201-26-291-206; 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.

*[Signature]* WHEREAS, the City of Jersey City shall have the option to renew the contract for up to two additional one year terms; and

### Department of Public Works/Building & Street Maintenance

Acct No.	P.O #	Temporary Encumbrance	Amount
01-201-26-291-206	103739		\$5,000.00
		Total Contract	\$34,929.50

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2011, 2012, 2013 and 2014 temporary and permanent budgets; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Central Poly Corporation, 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

City Clerk File No. Res. 11-318

Agenda No. 10.0 MAY 25 2011

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CENTRAL POLY CORPORATION., FOR FURNISHING AND DELIVERING CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/BUILDING & STREET MAINTENANCE**

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

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

**RESOLVED**, if funds are not available for the contract in the 2011, 2012, 2013 and 2014 temporary and permanent budgets, the contract will be terminated.

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

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. 01-201-26-291-206

Acct No.	P.O #	Temporary Encumbrancy	Amount
01-201-26-291-206	103239	Total Contract	\$3,000.00
			\$34,929.50

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

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

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/25/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
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 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 CENTRAL POLY CORP (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 5/29/13 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract CENTRAL POLY CORP (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: CENTRAL POLY-BAG CORP

Signed [Signature] Title: PRESIDENT

Print Name: ARNE W. HOFFER Date: 5/31/13

Subscribed and sworn before me this 31 day of MAY, 2013

My Commission expires: [Signature] (Affiant)

ARNE W. HOFFER, PRESIDENT  
(Print name & title of affiant) (Corporate Seal)

Melissa Rodriguez  
Notary Public  
New Jersey  
My Commission Expires 8-11-2015

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
AMARU W. LACER	44 DUPRE AVE Staten Island, NJ
AGNES SCHOLLE	44 DUPRE AVE Staten Island, NJ

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: AMARU W. LACER, PRESIDENT

Signed: [Signature] Title: PRESIDENT

Print Name: AMARU W. LACER Date: 5/31/13

Subscribed and sworn before me this 21 day of MAY, 2013

My Commission expires: 8-11-2015

[Signature]  
 Melissa Rodriguez  
 Notary Public  
 New Jersey  
 My Commission Expires 8-11-2015

[Signature]  
 (Affiant)  
AMARU W. LACER, PRESIDENT  
 (Print name & title of affiant) (Corporate Seal)





(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

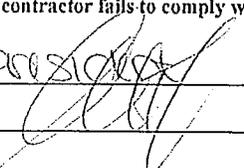
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Andrew Lioffer, President

Representative's Signature: 

Name of Company: Central Poly-Boa Corp.

Tel. No.: 908-802-7570 Date: 5/31/13

Certification  
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT 9010**

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 the report. This approval will remain in effect for the period of



15 NOV 2019 15-NOV-2019

**CENTRAL POLY BAG CORPORATION**  
**2400 BEDLE PLACE**  
**LINDEN**

**NJ 07036**

A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff".

**Andrew P. Sidamon-Eristoff**  
**State Treasurer**



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

**DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST**

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)  
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID, NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE
	9010	11/15/12	11/15/19

3. COMPANY NAME **CENTRAL POLY CORP.**  
**2400 BEDLE PLACE**

4. STREET **LINDEN, NJ 07036** COUNTY STATE ZIP CODE

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE  
 1. Lost Certificate  2. Damaged  3. Other (Specify)  
 N/A

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
Agnes Schaefer	<i>[Signature]</i>	Treasurer	5/31/13

7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)  
**CENTRAL POLY CORP.**  
**2400 BEDLE PLACE**  
**LINDEN, NJ 07036**

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

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLN #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

- ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).
- ITEM 3 - Enter the name by which the company is identified.
- ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.
- ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
PO Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

\*\*\*\*\*

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
 Division of Contract Compliance & Equal Employment Opportunity  
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES  PROMOTIONS  TRANSFERS  TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. 9010 DATES OF PAYROLL PERIOD USED: FROM 5/20/13 TO 5/20/13  
 NAME OF FACILITY: **CENTRAL POLY CORP.**  
**2400 BEDLE PLACE**  
**LINDEN, NJ 07036**

Street \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

JOB	MALE					FEMALE						
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	2					1						1
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS	1					1						
OFFICE & CLERICAL	7		1						3			3
CRAFTWORKERS												
OPERATIVES												
LABORERS	3	1	1			1						
SERVICE WORKERS												
TOTAL												

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type) \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
 LAST FIRST MI DATE SUBMITTED 5/31/13

ADDRESS (NO. & STREET) HOBBS, AARON W. 2400 BEDLE PLACE (CITY) LINDEN (STATE) NJ (ZIP) 07036  
 PHONE (AREA CODE, NO., EXTENSION) 908-862-7590  
**CENTRAL POLY CORP.**  
**2400 BEDLE PLACE**  
**LINDEN, NJ 07036**

\*\*\*\*\*

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

The contractor and the City of Wesley (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: Andrew K. [Signature], President  
Representative's Signature: [Signature]  
Name of Company: Critical Path Systems  
Tel. No.: 908-802-7570 Date: 5/31/13



State of New Jersey

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

ANDREW P. SIDAMON-ERISTOFF  
State Treasurer

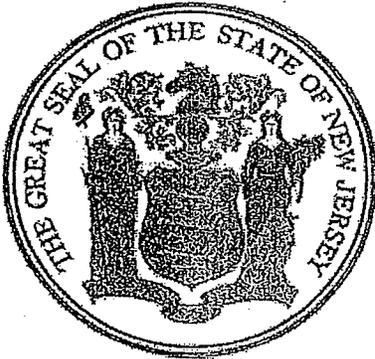
APPROVED  
under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **CENTRAL POLY BAG CORP** as a **Category 3** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: [www.njportal.com/DOR/SBERegistry/](http://www.njportal.com/DOR/SBERegistry/).



Andrew Pantelides  
Assistant Director

Issued: November 5, 2012  
Certification Number: 61047-25

Expiration: November 4, 2015

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

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

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

Business Name : **CENTRAL POLY CORP.**  
Address : **2400 BEDLE PLACE**  
**LINDEN, NJ 07036**  
Telephone No. : 908-862-7570  
Contact Name : Andrew Laffer

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: **CENTRAL POLY CORP.**  
**2400 BEDLE PLACE**  
Address: **LINDEN, NJ 07036**  
Telephone No. : 908-862-7570  
Contact Name: ANDREW LIOFFER

Please check applicable category:

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

CENTRAL POLY-BAG CORP.

ADDRESS:

2400 BEDLE PLACE

LINDEN NJ 07036

EFFECTIVE DATE:

01/06/94

TRADE NAME:

SEQUENCE NUMBER:

0081906

ISSUANCE DATE:

07/26/12

FORM-BRC

104-001-22038-00

Director  
New Jersey Division of Revenue.

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

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

City Clerk File No. Res. 13. 444

Agenda No. 10.Z.12

Approved: JUN 19 2013

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH NETCHERT, DINEEN AND HILLMAN TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKERS' COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City is required to provide defense attorneys in workers' compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Netchert, Dineen and Hillman possesses the skills and expertise to perform these services; and

WHEREAS, special counsel agreed to provide these services at the rate of \$850.00 per case and \$125.00 per hour after two court appearances for a total amount not to exceed \$25,000 for workers compensation cases included on the attached list only ; and

WHEREAS, the law firm of Netchert, Dineen and Hillman has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Netchert, Dineen and Hillman from making any reportable contributions during the term of the contract; and

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

WHEREAS, Netchert, Dineen and Hillman has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, funds are available for the cost of these services in Account No.: 13-14-298-56-000-856.

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

1. A one year contract effective as of July 1, 2011 is authorized with Netchert, Dineen and Hillman for a total amount not to exceed \$25,000.

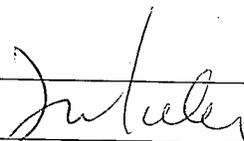
TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH NETCHERT, DINEEN AND HILLMAN TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKERS' COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY**

- 2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
- 4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
- 5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary.
- 6. The Business Entity Disclosure Certification, Chapter 271 political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I hereby certify that funds are available in Account No. 13-14-298-56-000-856.

  
Peter Soriero, Risk Manager

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required

Not Required

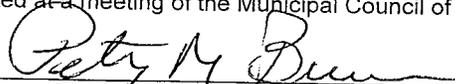
**APPROVED 9-0**

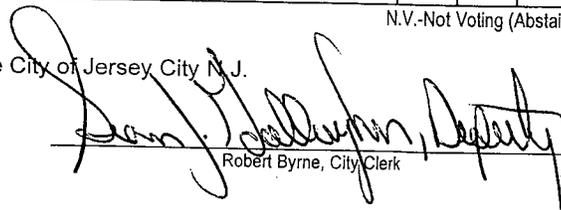
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.19.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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

1. **Full Title of Resolution Agreement:** Resolution awarding a professional services contract to Netchert, Dineen and Hillman to provide legal defense services to the City of Jersey City for workers' compensation matters included on the attached list only.
2. **Name and Title of Person Initiating the Resolution:**  
Peter Soriero, Risk Manager
3. **Concise Description of the Program, Project or Plan Proposed in the Resolution:** Netchert, Dineen and Hillman will represent the City in workers' compensation court as required by law.
4. **Reasons (need) for the Proposed Program, Project, etc.:** Due to the volume of workers' compensation cases filed against the City, it was necessary to hire an outside firm to handle the additional cases. Also some employees choose to file thie workers' compensation claim petitions in other counties. This resolution allows the City to assign cases to this firm for out of county cases.
5. **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):** \$ 25,000 year
6. **Term of Contract:** July 1, 2013 to June 30, 2014 for the workers' compensation cases included on the attached list only.
8. **Person responsible for coordinating the program:**  
  
Peter Soriero            547-5034

I certify that all the Facts Presented Herein are Accurate:

6/11/13

Date:



Signature of Division Director

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

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

# CITY OF JERSEY CITY

## INTERDEPARTMENTAL MEMORANDUM

### OFFICE OF RISK MANAGEMENT

PHONE 547-5034

FAX 547-4761

**DATE:** June 12, 2013  
**TO:** Members of The Jersey City Council  
**FROM:** Peter Soriero, Risk Manager  
**SUBJECT:** Resolution

---

Attached please find a resolution awarding a professional services contract to Netchert, Dineen and Hillman. This is a re-authorization resolution for this firm to continue to handle workers' compensation cases already assigned to them. It does not authorize any future cases.

Thank you for your consideration.

NETCHERT, DINEEN, HILLMANN  
 ATTORNEYS AT LAW  
 280 Baldwin Avenue  
 Jersey City, New Jersey 07306

RE: Open Workers' Compensation Cases with Netchert, Dineen & Hillmann as of June 5, 2013

	<u>Case Name</u>	<u>Claim Petition #</u>	<u>Date of Accident</u>	<u>City File #</u>	<u>NDH File Number</u>
1	Abdelaziz, Ehab v. City of JC	2013-9636	9/25/2012	10007-2984	13011.850
2	Alexander Vilas v. City of JC	2012-16413	9/30/2011	10007-2767	12039.850
3	Allen, John v. City of JC	2012-16405	1/22/2011	10007-2642	13015.850
4	Alvarado, Yolanda v. City of JC	2012-12925	9/27/2011	10007-2759	12024.850
5	Andrek, Frank v. City of JC	2012-69	12/22/2011	10007-2784	12014.850
6	Arvanitis, J. v. City of JC	2011-6420	10/27/10	10005-1227	11020.850
7	Auriemma, Craig v. City of JC	2011-22849	3/3/2011	10005-1318	11035.850
8	Barzola, Rossy v. City of JC	2012-2210	7/29/12	--	12046.850
9	Bernard Timmins v. City of JC	2012-19751	2/29/2012	10007-2853	12040.850
10	Bove, Giovanni v. City of JC	2012-15708	3/21/2011	10007-2672	12025.850
11	Bove, Giovanni v. City of JC	2012-22978	3/23/12	10007-2882	12033.850
12	Buddington, Yvonne v. City of JC	2012-13038	4/27/2012	10007-2899	12018.850
13	Budnick, M. v. City of JC	2011-26720	5/30/11	10005-1147	11030.850
14	Campos, Walter v. City of JC	2009-16220	1/10/2008	10011-0039	11032.850
15	Campos, Walter v. City of JC	2012-20382	8/10/2011	10011-48	13008.850
16	Colbert, Colleen v. City of JC	2011-23407	OCCUP	--	11049.850
17	Cureton, Lawrence v. City of JC	2012-11402	OCCUP.	10005-1364	12015.850
18	Dayal, Saraswati v. City of JC	2012-26383	Med. Provider Claim	--	13020.850
19	DeCicco, Gerard v. City of JC	2013-3990	7/12/2012	--	13006.850
20	Degnan, Nicholas v. City of JC	2012-32246	5/30/2011	10005-1257	13013.850
21	Dilone, Frank v. City if JC	2011-11545	1/7/2011	10007-2621	12010.850
22	Doivargo, Joseph v. City of JC	2012-16729	OCCUP.	10005-1384	12029.850

23	Edwards, Colin v. City of JC	2010-14697	5/6/2010	10003-1184	11006.850
24	Esparra, Edward v. City of JC	2012-18728	6/26/2012	10007-2930	12032.850
25	Forrester, James v. City of JC	2012-16404	6/5/2011	10007-2716	12038.850
26	Germain, Philip v. City of JC	2012-23910	4/10/2011	10005-1240	13002.850
27	Greco, Ellen v. City of JC	2011-10089	3/9/2009	10007-2209	11028.850
28	Harris, Debbie v. City of JC	2011-23946	7/7/2010	10001-0213	12007.850
29	Healy, Joseph v. City of JC	2010-1980	5/22/2009	10005-1069	10007.850
30	Healy, Joseph v. City of JC	2011-18465	7/10/2010	10005-1152	13010.850
31	Heinen, Deborah v. City of JC	2009-25272	4/15/2009	--	13003.850
32	Johnson, Andrew v. City of JC	2013-5924	4/1/2011	--	13005.850
33	Joy, Daniel v. City of JC	2011-32956	9/30/11	10007-2768	11036.850
34	Kaufman, John v. City of JC	2011-1075	OCCUP	10005-7220	11011.850
35	Kelleher, Matthew v. City of JC	2012-12447	4/21/2012	10005-1362	12020.850
36	Kelty, Kevin v. City of JC	2012-24727	1/19/2011	10001-0219	13012.850
37	Kerton, Cora v. City of JC	2012-26133	3/10/2011	10007-2617	13004.850
38	Landry, Thomas v. City of JC	2009-850	8/1/2007	10005-1092	12047.850
39	Lewis, George v. City of JC	2012-7423	9/20/2011	10003-1334	12022.850
40	Lewis, George v. City of JC	2009-14839	2/28/2009	10003-1064	12030.850
41	Licata, Sean v. City of JC	2013-8531	9/25/2012	10007-2985	13014.850
42	Licata, Sean v. City of JC	2013-10657	4/25/2012	--	13019.850
43	Lorenzo, Derrick v. City of JC	2012-14833	10/24/2011	10001-0236	12028.850
44	Louf, Michael v. City of JC	2011-27669	DEP.	10007-2819	12001.850
45	Matarazzo, Dorothy v. City of JC	2010-20006	6/6/2010	10007-2523	10027.850
46	Medeiros, Paul v. City of JC	2008-19401	Occup. #2	10003-1013	08061.850
47	Medeiros, Paul v. City of JC	2008-19399	Occup #3	10003-1013	11001.850
48	Meyers, Michael v. City of JC	2009-34261	8/14/09	10007-2364	11029.850
49	Montone, Valerie v. City of JC	2012-9345	OCCUP.	10007-2920	12016.850
50	Moreano, Gabriel v. City of JC	2012-18830	2/20/2012	10007-2858	12037.850
51	Napolitano, Jr., Joseph v. City of JC	2012-13298	1/26/2012	10015-0062	12023.850
52	Nickerson, Raymond v. City of JC	2012-30529	OCCUP.	--	13016.850

53	Nowicki, Timothy v. City of JC	2011-29958	6/3/2011	--	11016.850
54	O'Brien, Keith v. City of JC	2011-27038	11/4/2009	10002-2394	11025.850
55	Payton, Deborah v. City of JC	2007-23672	10/12/04	10001-0113	10001.850
56	Pekarsky, Anthony v. City of JC	2008-18265	9/24/07	10007-1109	08052.850
57	Perez, Martin v. City of JC	2012-14472	8/31/2011	10007-2752	12043.850
58	Pharmes, Darlene v. City of JC	2010-14862	10/29/09	10001-0200	12019.850
59	Poznanski, Leo v. City of JC	2004-25927	2/24/2004	10003-0539	10012.850
60	Prentiss, Patricia v. City of JC	2007-4303	11/15/06	--	11023.850
61	Riaz, Mohammad v. City of JC	2011-25257	6/17/2011	10007-2718	12008.850
62	Ruddy, Theresa v. City of JC	2012-1852	Depend.	10005-1338	12013.850
63	Ruocco, M. v City of JC	2012-11833	11/2/10	10007-2596	12021.850
64	Ruocco, Maria v. City of JC	2012-18040	8/1/2011	10007-2731	12034.850
65	Ruocco, Maria v. City of JC	2012-6673	8/22/2010	10007-2562	13001.850
66	Russell, Keith v. City of JC	2009-14394	1/1/2009	10007-2155	09024.850
67	Santiago, Luis v. City of JC	2012-8156	2/15/2010	10007-2468	12045.850
68	Scarpa, Carmine v. City of JC	2011-32140	5/27/2010	10001-0250	12006.850
69	Shikh, Jocelyn v. City of JC	2012-20253	3/17/2012	10007-2866	12035.850
70	Shikh, Jocelyn v. City of JC	2012-20255	6/8/2012	10007-2926	12036.850
71	Stauffer, Robert v. City of JC	2012-19443	1/31/2012	10005-1327	12041.850
72	Sullivan, Dorothy v. City of JC	2010-1776	12/01/2011	10007-2807	12027.850
73	Viera, Christopher v. City of JC	2012-24706	2/20/2012	10007-2857	12044.850
74	Vilas, Alexander v. City of JC	2013-8134	4/6/12	--	13009.850
75	Vilas, Alexander v. City of JC	2012-16413	9/30/11	10007-2767	12039.850
76	Vladelamar-Luna, Pablo v. City of JC	2007-7092	10/24/06	10007-1711	11031.850
77	Wheeler, Donald v. City of JC	2012-2229	6/3/2011	10003-1316	12026.850
78	Wiggins, Nakia v. City of JC	2011-13910	3/22/11	10003-1361	12002.850
79	Wilczewski, Toni v. City of JC	2012-19514	12/5/2011	10007-2809	12042.850
80	Zimmerman, Thomas v. City of JC	2012-8104	OCCUP.	--	13007.850

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

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

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

Representative's Name/Title (Print): William J. Netchert, Partner

Representative's Signature: \_\_\_\_\_

Name of Company: Netchert, Dineen & Hillmann

Tel. No.: 201-656-3000

Date: June 12, 2013

# Sample Employee Information Report Form AA302

Form AA302  
Rev. 11/11

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

## EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CONTRACT. DO NOT SUBMIT THIS REPORT FOR SECTION 8 (ITEM 1). For instructions on completing the form, go to <http://www.state.nj.gov/eoosystem/contract/contracteeoform162m.rtf>

### SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 22-3376363

2. TYPE OF BUSINESS:  1. AGEN  2. SERVICE  3. WIEG. RETAIL  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE REPORT COMPANY: \_\_\_\_\_

4. COMPANY NAME: Netchert, Dineen & Hillmann

5. ADDRESS: 280 Baldwin Ave. CITY: Jersey City COUNTY: Hudson STATE: NJ ZIP CODE: 07306

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

7. CHECK ONE: THIS COMPANY:  SINGLE ESTABLISHMENT EMPLOYER  MULTIPLE ESTABLISHMENT EMPLOYER

8. IF MULTIPLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: \_\_\_\_\_

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: \_\_\_\_\_

10. PUBLIC AGENCY AWARDED CONTRACT: \_\_\_\_\_ CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

11. (For Use Only) \_\_\_\_\_

### SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Do not use appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3. DO NOT SUM!!

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (COL. 2, 3)	COL. 2 MAJ.	COL. 3 MIN.	RACE											
				BLACK	HISPANIC	INDIAN	ASIAN	ISRAELI	NON-MIN.	BLACK	HISPANIC	INDIAN	ASIAN	NON-MIN.	
Officials/Managers	2		2												
Professionals	4	2	2												
Technicians															
Sales Workers															
Office & Clerical	2		2												
Craftworkers (Skilled)															
Operatives (Semi-Skilled)															
Laborers (Unskilled)															
Service Workers															
<b>TOTAL</b>	<b>8</b>	<b>2</b>	<b>6</b>												
Total employment from previous report (if any)															
Temporary & Part-Time Employees															

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. Visual Survey  2. Employment Record  3. Other (Specify): \_\_\_\_\_

13. DATES OF PAYROLL PERIOD USED: From \_\_\_\_\_ To: \_\_\_\_\_

14. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT SUBMITTED?  YES  NO

15. IF NO, DATE LAST REPORT SUBMITTED: MO. DAY YEAR \_\_\_\_\_

### SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): William J. Netchert TITLE: Partner DATE: 6/2/13

17. ADDRESS NO. & STREET: 280 Baldwin Ave. CITY: Jersey City COUNTY: Hudson STATE: NJ ZIP CODE: 07306 PHONE AREA CODE NO. EXTENSION: (201) 656-3000

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
 Division of Contract Compliance & Equal Employment Opportunity  
 VENDOR ACTIVITY SUMMARY REPORT

NEW HIRES  PROMOTIONS  TRANSFERS  TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM \_\_\_\_\_ TO \_\_\_\_\_

NAME OF FACILITY: Netchert, Dineen & Hillmann

STREET 280 Baldwin Avenue, CITY Jersey City, COUNTY Hudson County, STATE NJ ZIP CODE 07306

JOB CATEGORIES	MALE					FEMALE				
	Total	Black	Hispanic	Am. Indian	Asian	Total	Black	Hispanic	Am. Indian	Asian
PROFESSIONALS	2					2				
TECHNICIANS										
SALES WORKERS										
OFFICE & CLERICAL										
CRAPWORKERS										
OPERATIVES										
LABORERS										
SERVICE WORKERS										
TOTAL	2					2				

I certify that the information on this form is true and correct.  
 NAME OF PERSON COMPLETING FORM (Print or Type): Netchert, William  
 FIRST MI LAST  
 ADDRESS (NO. & STREET) 280 Baldwin Ave., CITY Jersey City, STATE NJ ZIP CODE 07306 (201) 656-3000  
 SIGNATURE [Signature] DATE SUBMITTED 6/12/11

PHONE (AREA CODE, NO., EXTENSION)

**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 representative.

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

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

Representative's Name/Title Print: William J. Netchert, Partner

Representative's Signature: 

Name of Company: Netchert, Dineen & Hillmann

Tel. No.: 201-656-3000

Date: June 12, 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 : Netchert, Dineen & Hillmann  
Address : 280 Baldwin Avenue, Jersey City, NJ 07306  
Telephone No. : (201) 656-3000  
Contact Name : William J. Netchert

Please check applicable category :

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

**Definitions**

**Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**OFFICE OF EQUAL OPPORTUNITY COPY**

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

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

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

Business Name: Netchert, Dineen, & Hillmann  
Address: 280 Baldwin Avenue, Jersey City, New Jersey 07306  
Telephone No.: (201) 656-3000  
Contact Name: William J. Netchert

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

**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 Netchert, Dineen & Hillmann (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 Netchert, Dineen & Hillmann (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.

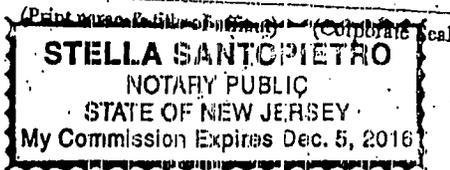
Name of Business Entity: Netchert, Dineen & Hillmann

Signed: [Signature] Title: Partner

Print Name: William J. Netchert Date: June 12, 2013

Subscribed and sworn before me  
this 12 day of June, 2013.  
My Commission expires:

[Signature]  
(Affiant)



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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of this contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Viola S. Richardson	The Election Fund of Steven Fulop
Lavarro for Council	Councilwoman Diane Coleman
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2012
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
William J. Netchert	299 Pavonia Ave Jersey City, NJ 07302
John R. Dineen	155 Bogerts Mill Rd. Harrington Park, NJ

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Netchert, Dineen & Hillmann

Signed: [Signature] Title: Partner

Print Name: William J. Netchert Date: June 12, 2013

Subscribed and sworn before me this 12 day of June, 2013

My Commission expires:

[Signature]  
(Affiant)

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

**STELLA SANTOPRINCIPALI**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 My Commission Expires Dec. 5, 2015





09/27/04

Taxpayer Identification# 223-376-363/000

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.

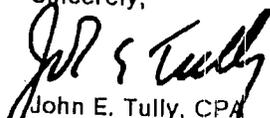
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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,

  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

NETCHERT, DINEEN & HILLMAN

TAXPAYER IDENTIFICATION#:

223-376-363/000

ADDRESS:

280 BALDWIN AVENUE STE 3  
JERSEY CITY NJ 07306-1315

EFFECTIVE DATE:

01/01/96

FORM-BRC(08-01)

TRADE NAME:

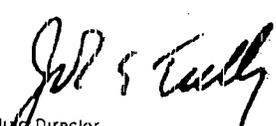
NETCHERT, DINEEN & HILLMANN, ESQS.

SEQUENCE NUMBER:

1090301

ISSUANCE DATE:

09/27/04

  
Acting Director

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

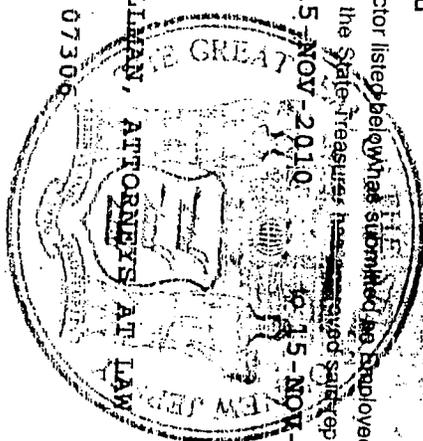
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

Certification 22121

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 reviewed said report. This approval will remain in effect for the period of **15-NOV-2010 to 15-NOV-2017**

NETCHERT, DINEEN & HILLMAN,  
280 BALDWIN AVENUE  
JERSEY CITY

NJ 07306



*[Handwritten Signature]*

Andrew P. Sidamon-Eristoff  
State Treasurer



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

City Clerk File No. Res. 13.445

Agenda No. 10.7.13

Approved: JUN 19 2013

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH BIANCAMANO AND DISTEFANO TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKERS' COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY

WHEREAS, the City of Jersey City is required to provide defense attorneys in workers' compensation court; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Biancamano and DiStefano possesses the skills and expertise to perform these services; and

WHEREAS, special counsel agreed to provide these services at the rate of \$850.00 per case and \$125.00 per hour after two court appearances for a total amount not to exceed \$25,000 for workers compensation cases included on the attached list only ; and

WHEREAS, the law firm of Biancamano and DiStefano has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Biancamano and DiStefano from making any reportable contributions during the term of the contract; and

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

WHEREAS, Biancamano and DiStefano has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, funds are available for the cost of these services in Account No.: 13-14-298-56-000-856.

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

1. A one year contract effective as of July 1, 2013 is authorized with Biancamano and DiStefano for a total amount not to exceed \$25,000.

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH BIANCAMANO AND DISTEFANO TO PROVIDE LEGAL DEFENSE SERVICES FOR WORKERS' COMPENSATION MATTERS FOR THE CITY OF JERSEY CITY**

- 2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
- 4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
- 5. The Mayor or Business Administrator is authorized to execute an agreement in substantially the form of the attached subject to such modifications as the Business Administrator or Corporation Counsel shall deem appropriate and necessary.
- 6. The Business Entity Disclosure Certification, Chapter 271 political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I hereby certify that funds are available in Account No. 13-14-298-56-000-856.

  
 \_\_\_\_\_  
 Peter Soriero, Risk Manager

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

APPROVED AS TO LEGAL FORM  
 \_\_\_\_\_  
 Corporation Counsel

Certification Required   
 Not Required

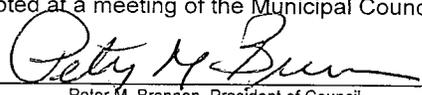
**APPROVED 9-0**

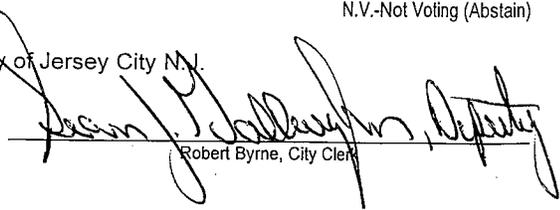
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
			6.19.13								
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

RESOLUTION FACT SHEET

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

1. **Full Title of Resolution Agreement:** Resolution awarding a professional services contract to Biancamano and DiStefano to provide legal defense services to the City of Jersey City for workers' compensation matters included on the attached list only.
2. **Name and Title of Person Initiating the Resolution:**  
Peter Soriero, Risk Manager
3. **Concise Description of the Program, Project or Plan Proposed in the Resolution:** Biancamano and DiStefano will represent the City in workers' compensation court as required by law.
4. **Reasons (need) for the Proposed Program, Project, etc.:** Many jersey City employees file their workers compensation claim petitions in the County where they live. The City requires representation in these counties and it is more cost effective and expedient to hire an outside law firm than to assign these out of county cases to an assistant corporation counsel.
5. **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):** \$ 25,000 year
6. **Term of Contract:** July 1, 2013 to June 30, 2014 for the workers' compensation cases included on the attached list only.
8. **Person responsible for coordinating the program:**  
  
Peter Soriero                      547-5034

I certify that all the Facts Presented Herein are Accurate:

6/4/13  
Date:

  
Signature of Division Director

\_\_\_\_\_  
Date:                      Signature Business Administrator

# CITY OF JERSEY CITY

## INTERDEPARTMENTAL MEMORANDUM

### OFFICE OF RISK MANAGEMENT

PHONE 547-5034

FAX 547-4761

**DATE:** June 12, 2013  
**TO:** Members of The Jersey City Council  
**FROM:** Peter Soriero, Risk Manager  
**SUBJECT:** Resolution

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Attached please find a resolution awarding a professional services contract to Biancamano and DiStefano. This is a re-authorization resolution for this firm to continue to handle workers' compensation cases already assigned to them. It does not authorize any future cases.

Thank you for your consideration.

Matter ID	Matter Description (First Line)	Docket Number	Claim Number	Area of Law
60027-02820	Michael Razzoli v. City of Jersey City	1993-012985 (Reopener)	729558	Workers Compens:
60027-04654	Michael Rulli v. City of Jersey City	1998-23078; 1994-31104 (Mtn to Restore)	unknown	Workers Compens:
60027-16718	Frank Ratajczik v. City of Jersey City	2004-23700	Unknown	Workers Compens:
60027-16801	Kenneth Suler v. City of Jersey City	2005-13281	100050000712	Workers Compens:
60027-18386	Philip Scarpa v. City of Jersey City	2006-18997 (Reopener)	NJC1003628	Workers Compens:
60027-19157	Gary Conti v. City of Jersey City	2007-50	1005911	Workers Compens:
60027-19548	Pawel Wojtowics v. City of Jersey City	2007-22817 (Reopener)	100070001738	Workers Compens:
60027-19967	Motley, Harold v. City of Jersey City	2006 12628 (Reopened)	NJC 10005771	Workers Compens:
60027-20124	George Moore v. City of Jersey City	2006-32597 (Reopened)	100071544	Workers Compens:
60027-20150	Beirne, John v. City of Jersey City	2007-26324	100130000046	Workers Compens:
60027-20696	George Lonny v. City of Jersey City	2008-30442	100051038	Workers Compens:
60027-20752	Anthony Lisi v. City of Jersey City	2008-31348 (Reopened)	10071805	Workers Compens:
60027-20753	Robert Adinolfi v. City of Jersey City	2008-24712 (Reopener)	10005764	Workers Compens:
60027-21228	Leroy Rupertus v. City of Jersey City	2009-7484	100051016	Workers Compens:
60027-21253	Leroy Rupertus v. City of Jersey City	2009-7483 (05/01/2007), 2011-14413 (Medical Provider CP)	100051074	Workers Compens:
60027-21473	Edith Mahan (Eugene, Dec'd) v. City of Jersey City	2009-19649, 2010-24668	100050001084	Workers Compens:
60027-21872	Michael Borrelli v. City of Jersey City	2009-27009	100051066	Workers Compens:
60027-21993	Benjamin Hill v. City of Jersey City	2010-4780	100050001126	Workers Compens:
60027-22298	Albert Gaguski v. City of Jersey City	2009-26257	100072287	Workers Compens:
60027-22394	James Moran v. City of Jersey City	2010-17142	100050001112	Workers Compens:
60027-22429	Thomas Cleary v. City of Jersey City	2009-27170	100051088	Workers Compens:
60027-22795	Carlos Marin v. City of Jersey City	2009-33968	100051208	Workers Compens:
60027-22847	Carlos Jimenez v. City of Jersey City	2010-30437	100050001216	Workers Compens:
60027-22848	Carlos Jimenez v. City of Jersey City	2010-30435	100050001184	Workers Compens:

60027-22998	Arthur T. Revel v. City of Jersey City	2011-7056	100050001235	Workers Compens:
60027-22999	Michael Edmundson vs. City of Jersey City	2011-7557	100050001072	Workers Compens:
60027-23011	Thomas Cleary v. City of Jersey City	2011-7470	100050001210	Workers Compens:
60027-23038	Craig Zitzman v. City of Jersey City	2009-32979; 2013-9226	100070002264	Workers Compens:
60027-23268	Michael Edmundson v. City of Jersey City	2011-7558	100050001234	Workers Compens:
60027-23284	Fred Manzo v. City of Jersey City	2010-18866	100050001221	Workers Compens:
60027-23722	Folgado, Pedro M. v. City of Jersey City	2011-28519	239899	Workers Compens:
60027-23780	George Buska v. City of Jersey City	2011-17803	unknown	Workers Compens:
60027-23791	Gail Rulli (Dec'd Michael Rulli) v. City of Jersey City	2011-28403 (Dependency CP)	100070002818	Workers Compens:
60027-23815	Albert Gaguski v. City of Jersey City	2011-12570	100072634	Workers Compens:
60027-23816	Paul Aloï v. City of Jersey City	2012-152	100070002614	Workers Compens:
60027-23817	John Sadowski v. City of Jersey City	2011-27171	100051278	Workers Compens:
60027-24156	Rodney Thompson v. Jersey City Fire Department	2012-6698	100051205	Workers Compens:
60027-24157	Carlos Marin v. Jersey City Fire Department	2012-2514	100051343	Workers Compens:
60027-24158	Michael Drennan v. Jersey City Fire Department	2012-6170	100050001342	Workers Compens:
60027-24556	Yamileth Arroyo v. City of Jersey City	2012-12923	100070002815	Workers Compens:
60027-24560	George Graham v. City of Jersey City	2012-8571	100070002872	Workers Compens:
60027-24561	Michael Stise v. City of Jersey City	2012-9461	100072869	Workers Compens:
60027-24564	Jack Silvia v. City of Jersey City	2012-10108	100050001310	Workers Compens:
60027-24682	Ahmed Azmy v. City of Jersey City	2012-10760	100070002793	Workers Compens:
60027-24754	Michael Stise v. City of Jersey City	2012-501	NJC-10007-2792	Workers Compens:
60027-24771	Donna Suarez v. City of Jersey City	2012-351	100072560	Workers Compens:
60027-24804	William DePippa v. City of Jersey City	2012-17851	100030001216	Workers Compens:
60027-24805	Richard Piccillo v. City of Jersey City	2012-13560	100070002761	Workers Compens:
60027-25180	James Wolleon v. City of Jersey City	2012-23154	unknown	Workers Compens:
60027-25343	Eugene Walsh v. City of Jersey City	2012-32362; 2012-20083; 2012-32359	unknown	Workers Compens:

60027-25395	James Wolleon v. City of Jersey City	2001-3543 (Reopener)	10007154	Workers Compens:
60027-25518	Franklin Maisonet v. City of Jersey City	2012-26438		Workers Compens:

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions

are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of 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 EMPLOYEMENT 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) JOSEPH V. BIANCAMANO, SENIOR PARTNER

Representative's Signature: \_\_\_\_\_

Name of Company: BIANCAMANO & DI STEFANO, P.C.

Telephone No. 732-549-0220

Date: June 12, 2013

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

The contractor and the law firm of BIANCAMANO & DI STEFANO, P.C. , (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) JOSEPH V. BIANCAMANO, SENIOR PARTNER

Representative's Signature: \_\_\_\_\_

Name of Company: BIANCAMANO & DI STEFANO, P.C.

Telephone. No. 732-549-0220

Date: June 12, 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.

COMPANY: BIANCAMANO & DI STEFANO, P.C.

SIGNATURE: \_\_\_\_\_

Title PARTNER

PRINT NAME: JOSEPH V. BIANCAMANO

Dated: \_\_\_\_\_

TELEPHONE: 762-549-0220

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING  
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.

COMPANY: BIANCAMANO & DI STEFANO, P.C.

SIGNATURE: \_\_\_\_\_ Title PARTNER

PRINT NAME: JOSEPH V. BIANCAMANO Dated: \_\_\_\_\_

TELEPHONE: 732-549-0220

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**



State of New Jersey

CHRIS CHRISTIE  
Governor  
KIM GUADAGNO  
Lt. Governor

DEPARTMENT OF THE TREASURY  
DIVISION OF PUBLIC CONTRACTS  
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE  
P.O. BOX 209  
TRENTON, NJ 08625-0209

ANDREW P. SIDAMON-BRISTOFF  
State Treasurer

ISSUANCE OF CERTIFICATE OF  
EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee Information Report (hereinafter referred to as the "State Certificate" and issued in accordance with the Employee Information Report (AA-302) form completed by a representative of your firm. Copies of this certificate should be distributed to all facilities of your company or firm using the same federal identification number and company name and who engage in bidding on public contracts in New Jersey. The original certificate should be retained by you for the duration of its effectiveness.

On future successful bids, you must present a photocopy of this certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and service or professional service contract. Failure to do so within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, this Division will forward a renewal notification. Upon receipt of a properly completed renewal application, the renewal certificate will be issued. In addition, representatives of this Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment status of your organization. Moreover, this Division may provide your organization with technical assistance, as required. Please be sure to notify this Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Certification 35336

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-2010 to 15-APR-2017

BIANCAMANO & DISTEFANO P.C.  
10 PARSONAGE ROAD SUITE 212  
EDISON NJ 08837



Andrew P. Sidamon-Bristoff





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

**PART 1 – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that BIANCAMANO & DI STEFANO, P.C. has not made any reportable contributions in the \*\*one-year period preceding June 19, 2013 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 BIANCAMANO & DI STEFANO, P.C. will not make any reportable contributions in violation of Ordinance 08-128.

**PART II – Signature and Attestation:**

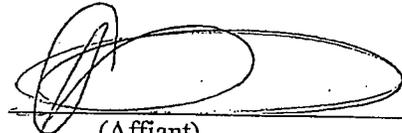
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: BIANCAMANO & DI STEFANO, P.C.  
Signed: \_\_\_\_\_ Title: Senior Partner  
Print Name: JOSEPH V. BIANCAMANO Date: June 12, 2013

Subscribed and sworn before me  
this 12<sup>th</sup> day of June, 2013  
My Commission expires:

*Mary Beth Nagy*

Mary B Nagy  
Notary Public, New Jersey  
My Commission Expires 3-28-15

  
\_\_\_\_\_  
(Affiant)

ANTHONY DiStefano  
(Print name & title of Affiant) (Corporate Seal)  
Vice President

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the **Biancamano & Di Stefano, P.C.** 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 **June 19, 2013** 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** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).


**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
Joseph V. Biancamano	40 Stanford Place, Glen Ridge, NJ 07028
Anthony R. Di Stefano	78 North Avenue, Fanwood, NJ 07023

**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: **BIANCAMANO & DI STEFANO, P.C.**  
 Signature of Affiant: *Joseph V. Biancamano* Title: **President**  
 Printed Name of Affiant: **Joseph V. Biancamano** Date: **6/12/2013**

Subscribed and sworn before me this 2<sup>nd</sup> day of June, 2013

My Commission expires: 3/28/15

*Mary Beth Nagy*  
 (Witnessed or attested by)  
 \_\_\_\_\_  
 (Seal)

**Mary B Nagy**  
 Notary Public, New Jersey  
 My Commission Expires 3-28-15

**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**

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.

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**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)

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

City Clerk File No. Res. 13.446

Agenda No. 10.Z.14

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING A FIFTH AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT WITH THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

**COUNCIL  
RESOLUTION:**

**OFFERED AND MOVED ADOPTION OF THE FOLLOWING**

**WHEREAS**, Resolution 07-126 approved on February 14, 2007 awarded a professional services agreement in the amount of \$507,000.00 to The Goldstein Partnership (GP) for design and construction administration of the new West District Police Precinct; and

**WHEREAS**, this contract amount was subsequently increased by 4 additional change orders for additional services requested by the City which were not part of the original contract; and

**WHEREAS**, the additional services involved the information technology infrastructure, expanded LEED consulting services, compliance with the 2009 International Building Codes (IBC), and perimeter footing drain design; and

**WHEREAS**, the additional change orders increased the total contract amount to \$901,092.35; and

**WHEREAS**, due to contaminated soil uncovered at the site that had to be removed and brought off site, the General Contractor has incurred delays to the building completion; and

**WHEREAS**, due to delays the General Contractor's timeline regarding construction of the project needs to be adjusted; and

**WHEREAS**, project delays will require extension of the term for construction administration services at the jobsite for a period of eight months past the anticipated completion date; and

**WHEREAS**, GP agrees to provide additional construction administration services for a sum not to exceed **FORTY THOUSAND DOLLARS AND 00/100 (\$40,000.00)**; and

**WHEREAS**, this change order increases the total contract amount to **NINE HUNDRED FORTY-ONE THOUSAND NINETY-TWO DOLLARS AND 35/100 (\$941,092.35)**

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

TITLE:

**RESOLUTION AUTHORIZING A FIFTH AMENDMENT TO A PROFESSIONAL SERVICE CONTRACT TO THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

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

| <u>Account</u>    | <u>P. O. No.</u> | <u>Amount</u> |
|-------------------|------------------|---------------|
| 04-215-55-838-990 | 85349            | \$40,000.00   |

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

1. a. The agreement with The Goldstein Partnership is amended to increase the contract amount by an additional **\$40,000.00**; and
- b. The contract with The Goldstein Partnership is amended to extend the contract term by an additional eight (8) months effective as of May 20, 2013; and
- c. All other terms and conditions of the agreement shall remain in effect; and
2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.

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

ab

May 29, 2013

APPROVED: [Signature] 5/30/13

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Att. Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**  
**6.19.13**

| COUNCILPERSON |     |     |      | RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      | COUNCILPERSON |     |     |      |
|---------------|-----|-----|------|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|
|               | AYE | NAY | N.V. |                                         | AYE | NAY | N.V. |               | AYE | NAY | N.V. |
| SOTTOLANO     | ✓   |     |      | GAUGHAN                                 | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY      | ✓   |     |      | FULOP                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ         | ✓   |     |      | COLEMAN                                 | ✓   |     |      | 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

**LEGISLATIVE FACT SHEET**

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

**1. FULL TITLE OF LEGISLATION:**

**RESOLUTION AUTHORIZING A FIFTH AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT WITH THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE**

**2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**

Brian F. Weller, L.L.A., Director, Division of Architecture; 547-5900

**3. DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.**

It has become necessary to amend the aforementioned contract due to delays in the General Contractor's timeline. During excavation at the site contaminated soil was found which had to be removed and brought off-site to an acceptable location. There have also been issues at the site between the GC and several of his subcontractors' which caused additional delays.

**4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Consulting firm to provide additional construction administration services to the Owner, in order to determine that the developer design team is performing in a manner consistent with good design and management practices.

**5. COST OF PROPOSED PROGRAM OR PURCHASE:  
(IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE.  
HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

The funds for this increase are available in account number 04-215-55-838-990 in the amount of the **FORTY THOUSAND DOLLARS (\$40,000.00)** bringing the overall base contract amount to **NINE HUNDRED FORTY-ONE THOUSAND NINETY-TWO DOLLARS AND 35/100 (\$941,092.35);** and

**The City will assess liquidated damages at the end of the project to recover these additional costs.**

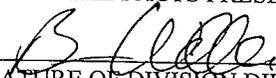
**6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

Contract currently in full force and effect. Additional work will commence upon Council approval.

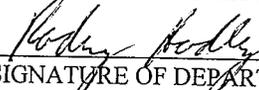
**7. ANTICIPATED COMPLETION OF PURCHASE DATE:**

Eight (8) Months

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
\_\_\_\_\_  
SIGNATURE OF DIVISION DIRECTOR

5-23-13  
DATE

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

5/30/13  
DATE

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ARCHITECTURE

INTERDEPARTMENTAL MEMORANDUM

DATE : May 23, 2013  
TO : Peter Brennan, Council President and Members of the Municipal Council  
FROM : Brian F. Weller, L.L.A., Director *BFW*  
SUBJECT : West District Police Precinct  
Project No. 2007-002  
Re: Amending Resolution - The Goldstein Partnership

---

Due to contaminated soil uncovered during excavation at the site and subsequent delays by the contractor, it is necessary to increase the contract term with The Goldstein Partnership for additional construction administration services. These services are necessary to determine that the contractor is performing in a manner consistent with construction contract documents, directives from the Architect and JCA as well as good design and management practices.

The attached amending resolution for your consideration reflects an extension of services for The Goldstein Partnership for the New West District Police Precinct.

At the completion of this project, the City will assess liquidated damages to the General Contractor to recover most of the additional fees needed for these services.

ab

Attachment

c: Rodney Hadley, Director, Department of Public Works



# CITY OF JERSEY CITY

DIVISION OF PURCHASING

1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306

TEL. NO. (201) 547-5155

FAX NO. (201) 547-6586

*SP*  
05/30/13

## REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O.  
NO.

|                                                             |                          |               |             |
|-------------------------------------------------------------|--------------------------|---------------|-------------|
| FROM: <i>B. Weller</i><br>Brian F. Weller, L.L.A., Director | PURCHASE ORDER NO. 85349 |               |             |
| APPROVED: <i>[Signature]</i>                                | REQUISITION NO.          | R0132591      |             |
|                                                             | ORIGINAL AMOUNT          | \$507,000.00  |             |
| DEPT./DIV. Public Works/Architecture                        | BUD. YEAR: 13            | FUND: 04      | G/L NO: 215 |
| DATE: May 23, 2013                                          | CAFR: 55                 | SUB LDGR: 838 | OBJ: 990    |
| VENDOR NAME The Goldstein Partnership                       | VENDOR NO. GO237840      |               |             |

PLEASE  CHANGE  CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

- AMOUNT IS WRONG \$ 901,092.35  INCREASE BY \$ 40,000.00
- IT SHOULD BE \$ 941,092.35  DECREASE BY \$ \_\_\_\_\_
- BUD. YR. \_\_\_\_\_  FUND: \_\_\_\_\_  G/L NO.: \_\_\_\_\_ IS WRONG
- IT SHOULD BE BUD. YR. \_\_\_\_\_  FUND \_\_\_\_\_ G/L NO. \_\_\_\_\_
- CAFR: \_\_\_\_\_  SUB LDGR: \_\_\_\_\_  OBJ: \_\_\_\_\_ IS WRONG
- IT SHOULD BE CAFR: \_\_\_\_\_ SUB LDGR: \_\_\_\_\_ OBJ: \_\_\_\_\_
- VENDOR NUMBER IS WRONG: \_\_\_\_\_
- IT SHOULD BE \_\_\_\_\_
- VENDOR NAME IS WRONG: \_\_\_\_\_
- IT SHOULD BE \_\_\_\_\_
- VENDOR ADDRESS IS WRONG: \_\_\_\_\_
- IT SHOULD BE \_\_\_\_\_
- SHIPPING CHARGE IS WRONG: \$ \_\_\_\_\_ IT SHOULD BE \$ \_\_\_\_\_

LGFS BATCH NO. \_\_\_\_\_

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:  
West District - New Police Precinct - Project No. 2007-002 - Additional Services for The Goldstein Partnership (see Amending Resolution attached).

BUYER: \_\_\_\_\_  
REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PETER FOLGADO**  
**PURCHASING DIRECTOR**

|       |                                      |                          |                   |
|-------|--------------------------------------|--------------------------|-------------------|
| COPY: | A - FOR 6 <sup>TH</sup> COPY OF P.O. | B - FOR ACCTS. & CONTROL | C - BATCH COPY    |
|       | D - FOR PURCHASING                   | E - FOR DEPT./DIV. COPY  | F - VENDOR'S COPY |

# THE GOLDSTEIN PARTNERSHIP

FOUNDED IN 1953  
ARCHITECTS  
PLANNERS  
EXPERTS

CORPORATE, INSTITUTIONAL & GOVERNMENTAL CONSULTANTS  
THE MAP BUILDING, 515 VALLEY ST., SUITE 110, MAPLEWOOD, NJ 07040 (973) 761-4550 FAX: (973) 761-4588 GOLDSTEIN-ARCHITECTS.COM

May 22, 2013

Page 1 of 2

Brian Weller, Acting Chief Architect  
Division of Architecture  
**CITY OF JERSEY CITY**  
575 Route 440, 2nd Floor  
Jersey City, New Jersey 07305

Re: New West District Precinct  
**JERSEY CITY POLICE DEPARTMENT**  
City of Jersey City  
Project No. 2007-002

Dear Mr. Weller,

Pursuant to my phone conversation earlier this afternoon with Joseph Javier of your office, I have prepared this letter to describe the current status of our Construction Administration Services on the West District Police Precinct project in relation to our agreement for such services with the City.

At recent Job Meetings, the Contractor's comments, in conjunction with those of representatives of Epic, suggest that the building will not be substantially complete until late this year or later (no earlier than December 1st, but, based on ongoing delays, more likely sometime in January 2014, or later).

Our Agreement called for us to provide 14 months of Construction Administration Services. The Notice to Proceed for the Contractor was issued on 03/19/12. Fourteen months after 03/19/12 is 05/19/13, or last Sunday. If the Contractor achieves substantial completion in mid-January 2014, that would be 8 months after that date.

Since construction began, our Construction Administration Fees have been running \$5,000 per month. For a time extension of 8 months, that would total  $\$5,000/\text{month} \times 8 \text{ months} = \$40,000$ . (Bear in mind that much of this is intended to come out of the Liquidated Damages that the Contractor will be assessed starting next month; the reason why his assessments didn't start last Sunday is that he was given a time extension due to the contaminated soils issue.) As of our 05/01/13 invoice, there is a balance of approx. \$3,500 in our Construction Administration Services Fee yet to be billed. That \$3,500 is for the Services we performed in May, up through last Sunday.

Separate and apart from the above are any additional fees owed our Consultants for any additional services that have been or might be required of them during or as a result of the extended Construction Phase. I will check with them regarding this, but would not expect these to total more than a fraction of the above. If there are any additional fees owed to them, we will submit them in a separate letter. The same will apply if we are requested to perform any other Additional Services.

As you are undoubtedly aware, the Contractor appears to be falling further behind with every passing week. Therefore, the above is simply a best guess, based on current circumstances, as to when the project will be completed. If the Contractor finishes the project earlier than mid-January 2014, then the balance of our Additional Construction Administration Fee will remain unearned and unbilled. If he finishes later than that, we will, in a follow-up letter, request additional compensation, beyond that which is described in this letter.

Ample funds currently remain in our Reimbursable Expense Allowance, for this eight month time extension. On average, we have expended approximately \$250/month on expenses. At that rate, approximately \$2,000 of expenses would be recoverable during that period.

# THE GOLDSTEIN PARTNERSHIP

FOUNDED IN 1953  
ARCHITECTS  
PLANNERS  
EXPERTS

CORPORATE, INSTITUTIONAL & GOVERNMENTAL CONSULTANTS

THE MAP BUILDING, 515 VALLEY ST., SUITE 110, MAPLEWOOD, NJ 07040 (973) 761-4550 FAX: (973) 761-4588 GOLDSTEIN-ARCHITECTS.COM

May 22, 2013

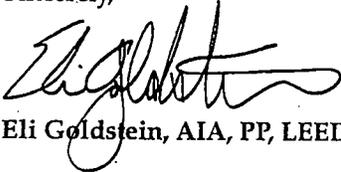
Page 2 of 2

As I indicated in our conversation last week, I would be happy to meet with you and/or any other representatives of the City to discuss this matter, and will make myself available at your convenience for that purpose.

To summarize, our 14 months of Construction Administration Phase Services concluded last Sunday. Based on current projections, the project won't be completed for another 8 months. As a result, eight additional months of Construction Phase Services will be required of our office, at an Additional Fee of \$40,000. This will necessitate an amendment to the Owner/Architect Agreement or a new agreement between the City and our office. Until such agreement is in place, we are technically working without a contract, so your prompt consideration of this request would be greatly appreciated.

We recognize that it may take a week or two to put our new or amended contract in place. If it is not in place by June 1, 2013, we will bill on that date only against the balance of our fee left in our current contract, and will catch up in our bill of July 1, 2013.

Sincerely,



Eli Goldstein, AIA, PP, LEED, Managing Partner

cc: Joseph Javier, RA

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

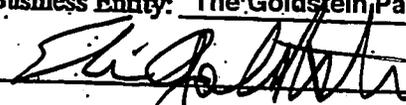
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that The Goldstein Partnership (name of business entity) has not made any reportable contributions in the **\*\*one-year period preceding** May 29, 2013 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract The Goldstein Partnership (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

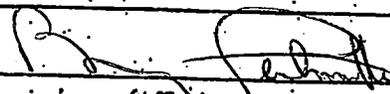
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: The Goldstein Partnership

Signed:  Title: Managing Partner

Print Name: Eliot W. Goldstein Date: May 29, 2013

Subscribed and sworn before me  
this 19 day of MAY, 2013.  
My Commission expires:

  
BENJAMIN PENNINGTON  
~~AN~~ ATTORNEY AT LAW OF NEW JERSEY  
(Print name & title of affiant) (Corporate Seal)

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

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund                  |
| Friends of Kalimah H. Ahmad             | The Election Fund of Steven Fulop      |
| Election Fund of Radames Velazquez Jr.  | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano            |                                        |
| EFO David P. Donnelly J.C. Council 2010 | Healy for Mayor 2013                   |
| Friends of Nidia R. Lopez               |                                        |

**Part II – Ownership Disclosure Certification**

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

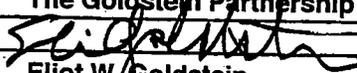
Check the box that represents the type of business entity:

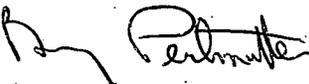
- Partnership    
  Corporation    
  Sole Proprietorship    
  Subchapter S Corporation  
 Limited Partnership    
 Limited Liability Corporation    
 Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                              |
|------------------------------|-------------------------------------------|
| Eliot W. Goldstein           | 570 Overhill Road, South Orange, NJ 07079 |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |

**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: The Goldstein Partnership  
 Signature of Affiant:  Title: Managing Partner  
 Printed Name of Affiant: Eliot W. Goldstein Date: May 29, 2013

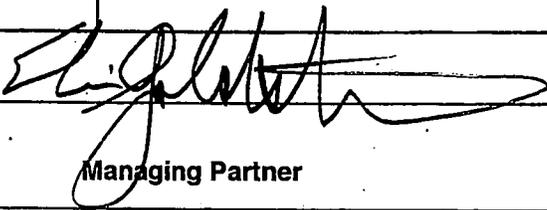
Subscribed and sworn before me this 29 day of May, 2013  
 My Commission expires:   
BENJAMIN PERLMUTTER  
 AN ATTORNEY AT LAW (or Notary Public)  
 (Seal)

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name               | Address                                   | % owned |
|--------------------|-------------------------------------------|---------|
| Eliot W. Goldstein | 570 Overhill Road, South Orange, NJ 07079 | 99%     |
|                    |                                           |         |
|                    |                                           |         |
|                    |                                           |         |
|                    |                                           |         |

SIGNATURE :   
TITLE: Managing Partner

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 19<sup>th</sup> of MAY OF 2013

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF   
MY COMMISSION EXPIRES: 20 BENJAMIN PERLMUTTER  
AN ATTORNEY AT LAW OF NEW JERSEY

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

RECEIVED  
2013 MAY 29 PM 2:48  
DIVISION OF ARCHITECTURE

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print):

**Eliot W. Goldstein, Managing Partner**

Representative's Signature:



Name of Company:

**The Goldstein Partnership**

Tel. No.: **(973) 761-4550**

Date: **May 28, 2013**

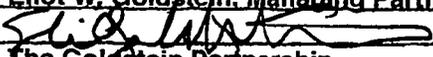
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

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

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

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

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

Representative's Name/Title Print): Eliot W. Goldstein, Managing Partner  
Representative's Signature:   
Name of Company: The Goldstein Partnership  
Tel. No.: (973) 761-4550 Date: May 28, 2013

Certification 12953

# 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-NOV-2006** to **15-NOV-2013**.



THE GOLDSMITH PARTNERSHIP  
57-73 BROAD WILLOW STREET  
MIDDLETOWN NJ 07041

*[Handwritten Signature]*  
Acting State Treasurer



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GOLDSTEIN JAMES  
**Trade Name:** THE GOLDSTEIN PARTNERSHIP  
**Address:** 515 VALLEY STREET STE 110  
MAPLEWOOD, NJ 07040-1391  
**Certificate Number:** 0098260  
**Effective Date:** April 01, 1973  
**Date of Issuance:** February 04, 2013

**For Office Use Only:**  
20130204151625764

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

City Clerk File No. Res. 13.447  
 Agenda No. 10.Z.15  
 Approved: JUN 19 2013



**TITLE:**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH KENNEDY DANCERS, INC. TO PROVIDE DANCE LESSONS DURING CY 2013 SUMMER DANCE FESTIVAL.**

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

**WHEREAS**, the City of Jersey City, through the Department of Health and Human Services and its Division of Cultural Affairs, requires the services of Kennedy Dancers, Inc. to provide five dance lessons during CY 2013 SUMMER DANCE FESTIVAL at Owen J. Grundy Pier, on Thursdays from 6:30 pm - 8:00 pm for the period of July 11, 2013 through August 8, 2013; and

**WHEREAS**, it was not practical to solicit quotations because of the creative and artistic nature of these services, and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-2(6) professional services include services rendered in the performance of work that is original and creative in character in a recognized field of artistic endeavor; and

**WHEREAS**, Kennedy Dancers, Inc. is qualified and has agreed to perform these services for a total contract amount not to exceed Three Thousand Five Hundred (\$3,500.00) dollars; and

**WHEREAS**, the funds in the amount of Three Thousand Five Hundred (\$3,500.00) dollars are available in the DHHS Cultural Affairs Operating Account No. 01-201-27-332-312.

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

- 1) Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with Kennedy Dancers, Inc. to provide five dance lessons during CY 2013 SUMMER DANCE FESTIVAL at Owen J. Grundy Pier, on Thursdays from 6:30 pm - 8:00 pm for the period of July 11, 2013 through August 8, 2013; and
- 2) The total amount for these services shall not exceed the sum of Three Thousand Five Hundred (\$3,500.00) dollars; and
- 3) A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City as is required by law within 10 days of its adoption.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$3,500.00 are available in the DHHS Cultural Affairs Operating Account No. 01-201-27-332-312 for the payment of this resolution. PO# 110166.

APPROVED: [Signature] 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 |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 6.19.13       |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

## LEGISLATIVE FACT SHEET

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

- 1. FULL TITLE OF RESOLUTION AGREEMENT:**  
RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH KENNEDY DANCERS, INC. TO PROVIDE DANCE LESSONS DURING CY 2013 SUMMER DANCE FESTIVAL.
- 2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**  
Harry Melendez. (201) 547-6800.
- 3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**  
Kennedy Dancers, Inc. will provide five dance lessons during CY 2013 SUMMER DANCE FESTIVAL at Owen J. Grundy Pier, on Thursdays from 6:30 pm - 8:00 pm
- 4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:**  
For City of Jersey City residents Cultural enrichment and entertainment.
- 5. ANTICIPATED BENEFITS TO THE COMMUNITY:**
- 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):**  
DHHS Cultural Affairs Division/Professional Services Operating Account \$3,500.
- 7. DATE PROPOSED OR PROJECT WILL COMMENCE:**  
July 11, 2013.
- 8. ANTICIPATED COMPLETION DATE:**  
August 8, 2013.
- 9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM,**  
Maryanne Kelleher (201)547-4303.
- 10. Additional Comments:**

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

\_\_\_\_\_  
SIGNATURE OF DIVISION DIRECTOR

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

06-07-13  
DATE



Req.# 0162088



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: The Kennedy Dancers  
 CONTACT: Diane Dragone  
 EMAIL:  
 ADDRESS: 79 Central Avenue  
 CITY: Jersey City STATE: NJ ZIP: 07307

The Jersey City Division of Cultural Affairs agrees to engage The Kennedy Dancer at J. Owen Grundy Pier at Exchange Place on Thursdays, July 11<sup>th</sup>, 18<sup>th</sup>, and 25<sup>th</sup>, 2013 and August 1<sup>st</sup>, and 8<sup>th</sup> from 6:30pm - 8:00pm

The show will consist of (5) 1 1/2 Hour performances with a break

Both Parties have agreed on a payment of \$ 3,500.00

Check will be issued in the name of: The Kennedy Dancer

Federal I.D. or Social Security Number: 22-2253752

Vendor Number: KE309800

The Public Address System will be provided by: The Kennedy Dancer

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show, there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
 Harry Melendez  
 Health & Human Services Director

\_\_\_\_\_  
 Maryanne Kelleher-Arango  
 Director of Cultural Affairs



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** THE KENNEDY DANCERS INC  
**Trade Name:**  
**Address:** 79 CENTRAL AVE  
JERSEY CITY, NJ 07306-2124  
**Certificate Number:** 0446694  
**Effective Date:** November 21, 1980  
**Date of Issuance:** May 06, 2013

**For Office Use Only:**  
20130506114018727

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

City Clerk File No. Res. 13.448

Agenda No. 10.Z.16

Approved: JUN 19 2013



**TITLE: RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS MUSIC PERFORMERS TO PROVIDE PERFORMANCES FOR CY 2013 MLK HUB CONCERT SERIES.**

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

**WHEREAS**, the City of Jersey City, through the Department of Health and Human Services and its Division of Cultural Affairs, requires the services of **VARIOUS PERFORMERS** to provide various performances for **CY 2013 MLK HUB CONCERT SERIES** at HUB Plaza, 360 Martin Luther King Drive, on Wednesdays for the period of July 10, 2013 through August 28, 2013 from 6:00 pm - 8:00 pm; and

**WHEREAS**, it was not practical to solicit quotations because of the creative and artistic nature of these services, and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-2(6) professional services include services rendered in the performance of work that is original and creative in character in a recognized field of artistic endeavor; and

**WHEREAS**, the **VARIOUS PERFORMERS** listed below are qualified and have agreed to perform these services for the fees indicated below; and

| PERFORMER                   | DATE                              | TIME              | AMT               | PO #   |
|-----------------------------|-----------------------------------|-------------------|-------------------|--------|
| 1. Moneeta Music Prod.      | July 10, 2013                     | 6:00 PM - 8:00 PM | \$800.00          | 110156 |
| 2. John Moreland            | July 17, 2013                     | 6:00 PM - 8:00 PM | \$700.00          | 110157 |
| 3. H. Roscoe Taylor, Jr.    | July 24, 2013                     | 6:00 PM - 8:00 PM | \$700.00          | 110158 |
| 4. Rise Up Production       | July 31, 2013                     | 6:00 PM - 8:00 PM | \$700.00          | 110159 |
| 5. Mt. Olive Baptist Church | August 7, 2013                    | 6:00 PM - 8:00 PM | \$800.00          | 110160 |
| 6. Vander Carter            | August 14, 2013                   | 6:00 PM - 8:00 PM | \$700.00          | 110161 |
| 7. Anthony James, Sr.       | August 21, 2013                   | 6:00PM - 8:00PM   | \$800.00          | 110162 |
| 8. Anthony Williams         | August 28, 2013                   | 6:00 PM - 8:00 PM | \$800.00          | 110163 |
| 9. Vladmir Gabriel          | July 10, 2013-<br>August 28, 2013 | 6:00 PM - 8:00 PM | \$1,500.00        | 110165 |
| <b>TOTAL</b>                |                                   |                   | <b>\$7,500.00</b> |        |

**WHEREAS**, the total cost of all performers shall not exceed the sum of Seven Thousand and Five Hundred (\$7,500.00) dollars; and

**WHEREAS**, the funds in the amount of Seven Thousand and Five Hundred (\$7,500.00) dollars are available in the DHHS Cultural Affairs Operating Account No. 01-201-27-332-312.

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

1) Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreements with above listed **VARIOUS PERFORMERS** to provide various performances at **CY 2013 MLK HUB CONCERT SERIES** at MLK HUB Plaza, 360 Martin Luther King Drive, for the period of July 10, 2013 through August 28, 2013; and

TITLE:

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS MUSIC PERFORMERS TO PROVIDE PERFORMANCES FOR CY 2013 MLK HUB CONCERT SERIES.**

2) The total amount for these services shall not exceed the sum of Seven Thousand and Five Hundred (\$7,500.00) dollars; and

3) A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City as is required by law within 10 days of its adoption.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$7,500.00 are available in the DHHS Cultural Affairs Operating Consultant Account No.01-201-27-332-312 for the payment of this resolution. PO# (refer to above table).

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 6.19.13 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

**LEGISLATIVE FACT SHEET**

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

- 1. FULL TITLE OF RESOLUTION AGREEMENT:**  
RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS MUSIC PERFORMERS TO PROVIDE PERFORMANCES FOR CY 2013 MLK HUB CONCERT SERIES.
- 2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**  
Harry Melendez. (201) 547-6800.
- 3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**  
Various performers perform for CY 2013 MLK HUB CONCERT SERIES at MLK HUB Plaza, 360 Martin Luther King Drive, on Wednesdays from 6:00 pm - 8:00 pm.
- 4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:**  
For the City of Jersey City residents Cultural enrichment and entertainment.
- 5. ANTICIPATED BENEFITS TO THE COMMUNITY:**
- 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):**  
DHHS Cultural Affairs Division Operating Consultant account \$7,500.
- 7. DATE PROPOSED OR PROJECT WILL COMMENCE:**  
July 10, 2013
- 8. ANTICIPATED COMPLETION DATE:**  
August 28, 2013.
- 9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM,**  
Maryanne Kelleher (201)547-4303.
- 10. Additional Comments:**

**I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.**

|                                                                                                                                  |                         |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| _____<br>SIGNATURE OF DIVISION DIRECTOR                                                                                          | _____<br>DATE           |
| <br>_____<br>SIGNATURE OF DEPARTMENT DIRECTOR | <u>06.07.13</u><br>DATE |



Keg.# 0162001



# City of Jersey City

## Division of Cultural Affairs

### Performance Contract

COMPANY: The Bridge/ M.N.M Music Production

CONTACT: Maurice Luke

PHONE: 201-491-9850

EMAIL: MoneetaMusic@Gmail.com

ADDRESS: P.O Box

CITY: Bayonne

STATE: NJ

ZIP: 07002

The Jersey City Division of Cultural Affairs agrees to engage Maurice Luke at The MLK Hub (Outdoor concert area) 360 Martin Luther king Dr. On Wednesday July 10<sup>th</sup>, 2013.

The show will consist of (2) two, (45) forty-five minute performance.

Both Parties have agreed on a payment of \$800 (Eight Hundred Dollars).

Check will be issued in the name of: \_\_\_\_\_

Federal I.D. or Social Security Number: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

The Public Address System will be provided by: Jersey City Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

#### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
Harry Melendez  
Health & Human Services Director

\_\_\_\_\_  
Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date

Reg. # 0162007



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MONEETA MUSIC PRODUCTIONS A NJ NONPROFIT CORPORATION

**Trade Name:**

**Address:** P O BOX 5026  
BAYONNE, NJ 07002

**Certificate Number:** 1666557

**Effective Date:** September 26, 2011

**Date of Issuance:** May 02, 2013

**For Office Use Only:**

20130502100108689



Reg. # 0162008



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Soul finderz  
 CONTACT: John Moreland PHONE: 201-878-5710  
 EMAIL:  
 ADDRESS: 472 Pacific Ave  
 CITY: Jersey City STATE: NJ ZIP: 07304

The Jersey City Division of Cultural Affairs agrees to engage Soul finderz and friends <sup>gospel</sup> at Singing  
The MLK Hub (Outdoor concert area) 360 Martin Luther king Dr. On Wednesday July 17, 2013.

The show will consist of (2) two, (45) forty-five minute performance.  
 Both Parties have agreed on a payment of \$ 700 (Seven Hundred Dollars).  
 Check will be issued in the name of: John Moreland  
 Federal I.D. or Social Security Number: 148-166-0728  
 Vendor Number: \_\_\_\_\_

The Public Address System will be provided by: Jersey City Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
 Harry Melendez  
 Health & Human Services Director

\_\_\_\_\_  
 Maryanne Kelleher  
 Director of Cultural Affairs

John Moreland  
 Contact/Company

4-10-13  
 Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                          |
|----------------------------|------------------------------------------|
| <b>Taxpayer Name:</b>      | MORELAND.JOHN                            |
| <b>Trade Name:</b>         | SOUL FINDERS AND FRIENDS GOSPEL          |
| <b>Address:</b>            | 472 PACIFIC AVE<br>JERSEY CITY, NJ 07304 |
| <b>Certificate Number:</b> | 1792209                                  |
| <b>Effective Date:</b>     | May 01, 2013                             |
| <b>Date of Issuance:</b>   | May 01, 2013                             |

**For Office Use Only:**  
20130501094435881



Reg.# 0162009



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Rhyze  
CONTACT: H. Roscoe Taylor Jr                      PHONE: 908-468-7177  
EMAIL:  
ADDRESS: 731-733 Grand Street  
CITY: Jersey City                                      STATE: NJ                                      ZIP: 07304

The Jersey City Division of Cultural Affairs agrees to engage Rhyze at  
The MLK Hub (Outdoor concert area) 360 Martin Luther king Dr. On Wednesday July 24<sup>th</sup>, 2013.  
The show will consist of (2) two, (45) forty-five minute performance.  
Both Parties have agreed on a payment of \$ 700 (Seven Hundred Dollars).  
Check will be issued in the name of: H. Roscoe Taylor Jr  
Federal I.D. or Social Security Number: 150-42-9704  
Vendor Number: \_\_\_\_\_  
The Public Address System will be provided by: Jersey City Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
Harry Melendez  
Health & Human Services Director

\_\_\_\_\_  
Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date

*Ref. # 0162009*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TAYLOR.H. ROSCOE  
**Trade Name:** RHYZE  
**Address:** 731-733 GRAND ST  
JERSEY CITY, NJ 07304  
**Certificate Number:** 1799444  
**Effective Date:** June 03, 2013  
**Date of Issuance:** June 04, 2013

**For Office Use Only:**  
20130604095424014



Reg. # 0162016



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Rise Up Production

CONTACT:

PHONE: 551-998-7116

EMAIL: RUPRiseUp@Yahoo.com

ADDRESS: 444 BRAMHALL AVE

CITY: JERSEY CITY

STATE: N. J.

ZIP: 07304

The Jersey City Division of Cultural Affairs agrees to engage Spirit of Life Ensemble at The MLK Hub (Outdoor concert area) 360 Martin Luther King Dr. On Wednesday July 31<sup>st</sup>. 2013.

The show will consist of (2) two, (45) forty-five minute performance. Time: 6pm - 8pm

Both Parties have agreed on a payment of \$ 700 (Seven Hundred Dollars).

Check will be issued in the name of: RISE UP PRODUCTIONS

Federal I.D. or Social Security Number: 22-2500-271

Vendor Number: \_\_\_\_\_

The Public Address System will be provided by: Jersey City Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
Harry Melendez  
Health & Human Services Director

\_\_\_\_\_  
Maryanne Kelleher  
Director of Cultural Affairs

RISE UP PRODUCTIONS

Contact/Company

\_\_\_\_\_  
Date

*Reg. # 0162016*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** WILLIAMS, BARBARA & DAVID  
**Trade Name:** RISE UP PRODUCTION  
**Address:** 444 BRAMHALL AVE 1ST FL STE E  
JERSEY CITY, NJ 07304-2711  
**Certificate Number:** 0300438  
**Effective Date:**  
**Date of Issuance:** May 02, 2013

**For Office Use Only:**  
20130502130323512



Reg. # 0162017



# City of Jersey City

## Division of Cultural Affairs

### Performance Contract

COMPANY: Mt. Olive Baptist Church  
CONTACT: John Wilson  
EMAIL: Jonwilson82@Aol.com  
ADDRESS: 400 Arlington Ave.  
CITY: Jersey City

PHONE: 201-432-8795

STATE: NJ

ZIP: 07304

The Jersey City Division of Cultural Affairs agrees to engage M.O.B.C Mass Choir at The MLK Hub (Outdoor concert area) 360 Martin Luther king Dr. On Wednesday August 7th, 2013

The show will consist of (2) two, (45) forty-five minute performance. Time: 6 - 8pm

Both Parties have agreed on a payment of \$ 800 (Eight Hundred Dollars).

Check will be issued in the name of: \_\_\_\_\_

Federal I.D. or Social Security Number: 22-3555968

Vendor Number: \_\_\_\_\_

The Public Address System will be provided by: Jersey City Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

#### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
Harry Melendez  
Health & Human Services Director

\_\_\_\_\_  
Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 05 2011**

MOUNT OLIVE BAPTIST CHURCH OF  
JERSEY CITY INC  
400 ARLINGTON AVE  
JERSEY CITY, NJ 07304

Employer Identification Number:  
22-3555968  
DLN:  
17053356019020  
Contact Person:  
GREGORY K OLWINE ID# 31382  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Form 990 Required:  
No  
Addendum Applies:  
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(i).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. This does not apply, however, if you make or have made a timely election under section 3121(w) of the Code to be exempt from such tax. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely

Letter 947 (DO/CG)



Req. # 0162018



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: P.R.I.M.E  
CONTACT: VANDER CARTER PHONE: 201-294-0601  
EMAIL: 4Carter1@verzion.net  
ADDRESS: 15 Stevens Ave  
CITY: Jersey City STATE: NJ ZIP: 07305

The Jersey City Division of Cultural Affairs agrees to engage P.R.I.M.E at  
The MLK Hub (Outdoor concert area) 360 Martin Luther king Dr. On Wednesday August 14, 2013.  
The show will consist of (2) two, (45) forty-five minute performance.  
Both Parties have agreed on a payment of \$ 700 (Seven Hundred Dollars).  
Check will be issued in the name of: VANDER CARTER  
Federal I.D. or Social Security Number: 135-62-5656  
Vendor Number: 1645819  
The Public Address System will be provided by: Jersey City Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time. If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

Harry Melendez  
Health & Human Services Director

Vander Carter / PRIME  
Contact/Company

Maryanne Kelleher  
Director of Cultural Affairs

8/8/13  
Date

*Reg. # 0162018*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CARTER, VANDER  
**Trade Name:**  
**Address:** 15 STEVENS AVE  
JERSEY CITY, NJ 07305-3011  
**Certificate Number:** 1645819  
**Effective Date:** June 13, 2011  
**Date of Issuance:** May 01, 2013

**For Office Use Only:**

20130501152544949



Reg. # 0162019



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Harvest Dance Band  
 CONTACT: Anthony James  
 EMAIL: ajcooln@yahoo.com  
 ADDRESS: 999 Hidden Lake Dr. Apt 20A  
 CITY: North Brunswick STATE: NJ ZIP: 08902  
 PHONE: 908-296-1008

The Jersey City Division of Cultural Affairs agrees to engage Harvest Dance Band at The MLK Hub (Outdoor concert area) 360 Martin Luther king Dr. On Wednesday August 21, 2013.  
 The show will consist of (2) two, (45) forty-five minute performance.  
 Both Parties have agreed on a payment of \$800 (Eight Hundred Dollars).  
 Check will be issued in the name of: Anthony S. James Sr.  
 Federal I.D. or Social Security Number: 140-578-2707  
 Vendor Number: \_\_\_\_\_  
 The Public Address System will be provided by: Jersey City Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show, there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
 Harry Melendez  
 Health & Human Services Director

\_\_\_\_\_  
 Maryanne Kelleher  
 Director of Cultural Affairs

\_\_\_\_\_  
 Contact/Company

\_\_\_\_\_  
 Date

*Reg. # 0182019*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                            |
|----------------------------|--------------------------------------------|
| <b>Taxpayer Name:</b>      | JAMES, ANTHONY S SR                        |
| <b>Trade Name:</b>         | HARVEST DANCE BAND                         |
| <b>Address:</b>            | 41 STEGMAN STREET<br>JERSEY CITY, NJ 07305 |
| <b>Certificate Number:</b> | 1645816                                    |
| <b>Effective Date:</b>     | June 13, 2011                              |
| <b>Date of Issuance:</b>   | May 01, 2013                               |

**For Office Use Only:**  
20130501153335050



# City of Jersey City

## Division of Cultural Affairs

Reg. # 0162620



### Performance Contract

COMPANY: Tru-Sol  
 CONTACT: Anthony Williams PHONE: 732-470-9267  
 EMAIL: Tru-Sol4real@gmail.com  
 ADDRESS: 711 Garfield Avenue  
 CITY: Jersey City STATE: NJ ZIP: 07305

The Jersey City Division of Cultural Affairs agrees to engage Tru-Sol at  
The MLK Hub (Outdoor concert area) 360 Martin Luther King Dr. on Wednesday, August 28, 2013  
 The show will consist of (2) two, (45) forty-five minute performance  
 Both Parties have agreed on a payment of \$ 800.00 (Eight Hundred)  
 Check will be issued in the name of: Anthony Williams  
 Federal I.D. or Social Security Number: \_\_\_\_\_  
 Vendor Number: WI592480MV  
 The Public Address System will be provided by: Jersey City Division of Cultural Affairs

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show, there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

**In the event of rain:**

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
 Harry Melendez  
 Health & Human Services Director

\_\_\_\_\_  
 Maryanne Kelleher-Arango  
 Director of Cultural Affairs

\_\_\_\_\_  
 Contact/Company

\_\_\_\_\_  
 Date

*Reg. # 016020*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                              |
|----------------------------|----------------------------------------------|
| <b>Taxpayer Name:</b>      | WILLIAMS, ANTHONY                            |
| <b>Trade Name:</b>         | TRU-SOL                                      |
| <b>Address:</b>            | 711 GARFIELD AVENUE<br>JERSEY CITY, NJ 07305 |
| <b>Certificate Number:</b> | 1645817                                      |
| <b>Effective Date:</b>     | June 13, 2011                                |
| <b>Date of Issuance:</b>   | May 01, 2013                                 |

**For Office Use Only:**  
20130501152623082



Req. # 0162087



# City of Jersey City

## Division of Cultural Affairs

### Performance Contract

COMPANY: Get Focused Ent.  
CONTACT: Vladimir Gabriel  
EMAIL: DjMidnite201@Gmail.com  
ADDRESS: 261 Stegman Street  
CITY: Jersey City

PHONE: 201-682-9133

STATE: NJ

ZIP: 07305

The Jersey City Division of Cultural Affairs agrees to engage Vladimir Gabriel (DJ MidNite) at The MLK Hub (Outdoor concert area) 360 Martin Luther king Dr. on Wednesdays From July 10<sup>th</sup> - August 28<sup>th</sup>.

The show will consist of (2) two, (45) forty-five minute performance. Time: 6pm-8pm Setup time: 5pm

Both Parties have agreed on a payment of \$1,500 One Thousand, Five Hundred Dollars.

Check will be issued in the name of: Vladimir Gabriel

Federal I.D. or Social Security Number: 147-88-8615

Vendor Number: \_\_\_\_\_

The Public Address System will be provided by: Get Focused Ent. (DJ MidNite)

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

#### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
Harry Melendez  
Health & Human Services Director

\_\_\_\_\_  
Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date

*Reg. # 0162087*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                               |
|----------------------------|-----------------------------------------------|
| <b>Taxpayer Name:</b>      | GABRIEL,VLADIMIR                              |
| <b>Trade Name:</b>         | GET FOCUSED ENTERTAINMENT                     |
| <b>Address:</b>            | 261 STEGMAN ST APT 1<br>JERSEY CITY, NJ 07305 |
| <b>Certificate Number:</b> | 1793076                                       |
| <b>Effective Date:</b>     | May 03, 2013                                  |
| <b>Date of Issuance:</b>   | May 03, 2013                                  |

**For Office Use Only:**  
20130503132148012

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

City Clerk File No. Res. 13.449

Agenda No. 10.Z.17

Approved: JUN 19 2013



TITLE: **RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS MUSIC PERFORMERS TO PROVIDE PERFORMANCES FOR CY 2013 JAZZ FOR LUNCH CONCERT SERIES.**

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

**WHEREAS**, the City of Jersey City, through the Department of Health and Human Services and its Division of Cultural Affairs, requires the services of **VARIOUS PERFORMERS** to provide various performances for **CY 2013 JAZZ FOR LUNCH CONCERT SERIES** at Exchange Place Owen J. Grundy Pier, on Thursdays for the period of July 11, 2013 through August 29, 2013 from 12:00 pm - 2:00 pm; and

**WHEREAS**, it was not practical to solicit quotations because of the creative and artistic nature of these services, and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-2(6) professional services include services rendered in the performance of work that is original and creative in character in a recognized field of artistic endeavor; and

**WHEREAS**, the **VARIOUS PERFORMERS** listed below are qualified and have agreed to perform these services for the fees indicated below; and

| PERFORMER              | DATE            | TIME               | AMT               | PO #   |
|------------------------|-----------------|--------------------|-------------------|--------|
| 1. Ginetta Minichiello | July 11, 2013   | 12:00 PM - 2:00 PM | \$800.00          | 110148 |
| 2. Linda Ipanema       | July 18, 2013   | 12:00 PM - 2:00 PM | \$800.00          | 110149 |
| 3. Richard Reiter      | July 25, 2013   | 12:00 PM - 2:00 PM | \$800.00          | 110150 |
| 4. Donald Carter       | August 1, 2013  | 12:00 PM - 2:00 PM | \$800.00          | 110151 |
| 5. Lenoa Brown         | August 8, 2013  | 12:00 PM - 2:00 PM | \$800.00          | 110152 |
| 6. Gordon James        | August 15, 2013 | 12:00 PM - 2:00 PM | \$800.00          | 110153 |
| 7. Alberto Plummer     | August 22, 2013 | 12:00 PM - 2:00 PM | \$800.00          | 110154 |
| 8. Bryan Beninghove    | August 29, 2013 | 12:00 PM - 2:00 PM | \$800.00          | 110155 |
|                        |                 | <b>TOTAL</b>       | <b>\$6,400.00</b> |        |

**WHEREAS**, the total cost of all performers shall not exceed the sum of Six Thousand and Four Hundred (\$6,400.00) dollars; and

**WHEREAS**, the funds in the amount of Six Thousand and Four Hundred (\$6,400.00) dollars are available in the DHHS Cultural Affairs Operating Consultant Account No.01-201-27-332-312.

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

1) Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreements with above listed **VARIOUS PERFORMERS** to provide various performances at **CY 2013 JAZZ FOR LUNCH CONCERT SERIES** at Exchange Place Owen J. Grundy Pier, for the period of July 11, 2013 through August 29, 2013; and

TITLE:

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS MUSIC PERFORMERS TO PROVIDE PERFORMANCES FOR CY 2013 JAZZ FOR LUNCH CONCERT SERIES.**

2) The total amount for these services shall not exceed the sum of Six Thousand and Four Hundred (\$6,400.00) dollars; and

3) A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City as is required by law within 10 days of its adoption.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$6,400.00 are available in the DHHS Cultural Affairs Operating Consultant Account No.01-201-27-332-312 for the payment of this resolution. PO# (refer to above table).

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 6.19.13 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

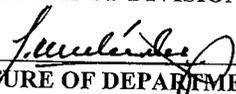
[Signature]  
Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

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

1. **FULL TITLE OF RESOLUTION AGREEMENT:**  
RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS MUSIC PERFORMERS TO PROVIDE PERFORMANCES FOR CY 2013 JAZZ FOR LUNCH CONCERT SERIES.
2. **NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**  
Harry Melendez. (201) 547-6800.
3. **DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**  
Various performers perform for CY 2013 JAZZ FOR LUNCH CONCERT SERIES at Exchange Place Owen J. Grundy Pier, on Thursdays from 12:00 pm - 2:00 pm.
4. **REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:**  
For City of Jersey City residents Cultural enrichment and entertainment.
5. **ANTICIPATED BENEFITS TO THE COMMUNITY:**
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):**  
DHHS Cultural Affairs Division Operating Consultant Account \$6,400.
7. **DATE PROPOSED OR PROJECT WILL COMMENCE:**  
July 11, 2013
8. **ANTICIPATED COMPLETION DATE:**  
August 29, 2013.
9. **PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM,**  
Maryanne Kelleher (201)547-4303.
10. **Additional Comments:**

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

\_\_\_\_\_  
SIGNATURE OF DIVISION DIRECTOR  
  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

\_\_\_\_\_  
DATE  
06.07.13  
DATE



Reg. #0161916



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Ginetta's Vendetta  
CONTACT: Ginetta Minichiello  
EMAIL: ginettasvendetta@aol.com  
ADDRESS: 51 W. 11th Street #5  
CITY: New York City

PHONE: 646-345-0456

STATE: NY

ZIP: 10011

The Jersey City Division of Cultural Affairs agrees to engage Ginetta's Vendetta at J. Owen Grundy Pier at Exchange on Thursday, July 11, 2013 from 12:00pm - 2:00pm. The show will consist of (2) two, (45) forty-five minute performance.

Both Parties have agreed on a payment of \$800.

Check will be issued in the name of: Ginetta Minichiello.

Federal I.D. or Social Security Number: 124-60-4411

Vendor Number: \_\_\_\_\_

The Public Address System will be provided by: Jersey City Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show, there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
Harry Melendez  
Health & Human Services Director

\_\_\_\_\_  
Maryanne Kelleher  
Director of Cultural Affairs

Ginetta Minichiello  
Contact/Company

Ginetta's Vendetta

\_\_\_\_\_  
Date March 8<sup>th</sup>, 2013

*Reg. # 0161916*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                            |
|----------------------------|--------------------------------------------|
| <b>Taxpayer Name:</b>      | MINICHIELLO.GINETTA                        |
| <b>Trade Name:</b>         | GINETTA'S VENDETTA                         |
| <b>Address:</b>            | 51 W 11TH ST #5<br>NEW YORK CITY, NY 10011 |
| <b>Certificate Number:</b> | 1703791                                    |
| <b>Effective Date:</b>     | March 23, 2012                             |
| <b>Date of Issuance:</b>   | May 01, 2013                               |

**For Office Use Only:**  
20130501102007879



Ref. # 0161923



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Linda Ipanema  
 CONTACT: Linda Ipanema  
 EMAIL: lindaipanema@aol.com  
 ADDRESS: 40 Oceana Dr. West Apt. 3H  
 CITY: Brooklyn, STATE: NY ZIP: 11235

The Jersey City Division of Cultural Affairs agrees to engage Linda Ipanema at J. Owen Grundy Pier at Exchange Place on Thursday, July 18, 2013 from 12:00pm - 2:00pm.  
 The show will consist of (2) two, (45) forty-five minute performance.  
 Both Parties have agreed on a payment of \$ 800.00 (Eight Hundred).  
 Check will be issued in the name of: Linda Ipanema.  
 Federal I.D. or Social Security Number: \_\_\_\_\_  
 Vendor Number: IP287030  
 The Public Address System will be provided by: Jersey City Division of Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show, there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
 Harry Melendez  
 Health & Human Services Director

\_\_\_\_\_  
 Maryanne Kelleher-Arango  
 Director of Cultural Affairs

\_\_\_\_\_  
 Contact/Company

\_\_\_\_\_  
 Date

*Req. # 0161923*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** IPANEMA,LINDA  
**Trade Name:**  
**Address:** 40 OCEANA DR W #3H  
BROOKLYN, NY 11235-6667  
**Certificate Number:** 1651510  
**Effective Date:** July 11, 2011  
**Date of Issuance:** May 01, 2013

**For Office Use Only:**  
20130501102608618



# City of Jersey City

## Division of Cultural Affairs

Key # 0161927



### Performance Contract

COMPANY: Rich Reiter Jazz Quartet  
 CONTACT: Rich Reiter  
 EMAIL: Reiterjazz@gmail.com  
 ADDRESS: 36 Catherine Court  
 CITY: Cedar Groove STATE: NJ ZIP: 07009

The Jersey City Division of Cultural Affairs agrees to engage Rich Reiter at J. Owen Grundy Pier at Exchange Place on Thursday, July 25, 2013 from 12:00pm - 2:00pm.  
 The show will consist of (2) two, (45) forty-five minute performance.  
 Both Parties have agreed on a payment of \$ 800.00.  
 Check will be issued in the name of: Rich Reiter.  
 Federal I.D. or Social Security Number: 222-627-085.  
 Vendor Number: RE459012.  
 The Public Address System will be provided by: Jersey City Division of Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show, there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

**In the event of rain:**

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
 Harry Melendez  
 Health & Human Services Director

\_\_\_\_\_  
 Maryanne Kelleher-Arango  
 Director of Cultural Affairs

\_\_\_\_\_  
 Contact/Company

\_\_\_\_\_  
 Date

*Req. #0161927*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                                  |
|----------------------------|--------------------------------------------------|
| <b>Taxpayer Name:</b>      | RICHARD REITER PRODUCTIONS, INC.                 |
| <b>Trade Name:</b>         | MARCHAEL MSC CRS POINT CP RECOR                  |
| <b>Address:</b>            | 36 CATHERINE COURT<br>CEDAR GROVE, NJ 07009-1946 |
| <b>Certificate Number:</b> | 0498175                                          |
| <b>Effective Date:</b>     | August 16, 1985                                  |
| <b>Date of Issuance:</b>   | May 01, 2013                                     |

**For Office Use Only:**  
20130501102744427



Ref. #0161430

# City of Jersey City Division of Cultural Affairs



## Performance Contract

COMPANY: Don Carter Trio  
 CONTACT: DBA D. Carters Cultural & Prod.  
 EMAIL:  
 ADDRESS: 259 Van Nostrand Avenue  
 CITY: Jersey City STATE: NJ ZIP: 07305

The Jersey City Division of Cultural Affairs agrees to engage Don Carter at  
J. Owen Grundy Pier at Exchange Place on Thursday, August 1, 2013 from 12:00pm - 2:00pm.  
 The show will consist of (2) two, (45) forty-five minute performance.  
 Both Parties have agreed on a payment of \$ 800.00 (Eight Hundred).  
 Check will be issued in the name of: Don Carter.  
 Federal I.D. or Social Security Number: \_\_\_\_\_  
 Vendor Number: CA096480MI  
 The Public Address System will be provided by: Jersey City Division of Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show, there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
 Harry Melendez  
 Health & Human Services Director

\_\_\_\_\_  
 Maryanne Kelleher-Arango  
 Director of Cultural Affairs

\_\_\_\_\_  
 Contact/Company

\_\_\_\_\_  
 Date

*Reg. # 0161930***STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

|                            |                                                  |
|----------------------------|--------------------------------------------------|
| <b>Taxpayer Name:</b>      | CARTER,DONALD                                    |
| <b>Trade Name:</b>         | D CARTERS CULTURE & PRODUCTION                   |
| <b>Address:</b>            | 259 VAN NOSTRAND AVENUE<br>JERSEY CITY, NJ 07305 |
| <b>Certificate Number:</b> | 0163377                                          |
| <b>Effective Date:</b>     | April 15, 1975                                   |
| <b>Date of Issuance:</b>   | May 01, 2013                                     |

**For Office Use Only:**  
20130501104946291



Reg # 0161931



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Leisa Brown

CONTACT: Leona S. Brown

PHONE: 901-486-2812

EMAIL: Aka.Leisa@Gmail.com

ADDRESS: 129 South 8<sup>th</sup> Street

CITY: Newark

STATE: NJ

ZIP: 07107

The Jersey City Division of Cultural Affairs agrees to engage Leisa Brown at J. Owen Grundy Pier at Exchange on Thursday, August 8, 2013 from 12:00pm – 2:00pm

The show will consist of (1) two, (45) forty-five minute performance.

Both Parties have agreed on a payment of \$800 Eight Hundred.

Check will be issued in the name of: Leona S. Brown

Federal I.D. or Social Security Number: 135-58-4608.

Vendor Number: \_\_\_\_\_

The Public Address System will be provided by: Jersey City Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show, there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
Harry Melendez  
Health & Human Services Director

\_\_\_\_\_  
Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** BROWN,LEONA S.  
**Trade Name:**  
**Address:** 129 S 8TH ST  
NEWARK, NJ 07107-1401  
**Certificate Number:** 1563670  
**Effective Date:** May 17, 2010  
**Date of Issuance:** May 01, 2013

**For Office Use Only:**  
20130501102908010



Key # 0161733

# City of Jersey City Division of Cultural Affairs



## Performance Contract

COMPANY: Gordon James Band  
 CONTACT: Gordon James  
 EMAIL: gordonjames09@yahoo.com  
 ADDRESS: 917 Mountain Avenue  
 CITY: Middlesex STATE: NJ ZIP: 08846

The Jersey City Division of Cultural Affairs agrees to engage Gordon James at J. Owen Grundy Pier at Exchange Place on Thursday, August 15, 2013 from 12:00pm - 2:00pm.  
 The show will consist of (2) two, (45) forty-five minute performance  
 Both Parties have agreed on a payment of \$ 800.00 (Eight Hundred)  
 Check will be issued in the name of: Gordon James  
 Federal I.D. or Social Security Number: \_\_\_\_\_  
 Vendor Number: JA293130  
 The Public Address System will be provided by: Jersey City Division of Cultural Affairs

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show, there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
 Harry Melendez  
 Health & Human Services Director

\_\_\_\_\_  
 Maryanne Kelleher-Arango  
 Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JAMES,GORDON  
**Trade Name:**  
**Address:** 917 MOUNTAIN AVE  
MIDDLESEX, NJ 08846-2426  
**Certificate Number:** 1128220  
**Effective Date:** February 18, 2005  
**Date of Issuance:** May 01, 2013

**For Office Use Only:**  
20130501104036591



Reg. # 0161710

# City of Jersey City

## Division of Cultural Affairs



### Performance Contract

COMPANY: Alberto Plummer  
 CONTACT: Alberto Plummer  
 EMAIL: Alberto5923@yahoo.com  
 ADDRESS: 393 Stephens Street  
 CITY: Belleville, STATE: NJ ZIP: 07109

The Jersey City Division of Cultural Affairs agrees to engage Alberto Plummer at J. Owen Grundy Pier at Exchange Place on Thursday, August 22, 2013 from 12:00pm - 2:00pm.  
 The show will consist of (2) two, (45) forty-five minute performance.  
 Both Parties have agreed on a payment of \$ 800.00 (Eight Hundred).  
 Check will be issued in the name of: Alberto Plummer.  
 Federal I.D. or Social Security Number: \_\_\_\_\_  
 Vendor Number: PI440635MV.  
 The Public Address System will be provided by: Jersey City Division of Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show, there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

**In the event of rain:**

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
 Harry Melendez  
 Health & Human Services Director

\_\_\_\_\_  
 Maryanne Kelleher-Arango  
 Director of Cultural Affairs

\_\_\_\_\_  
 Contact/Company

\_\_\_\_\_  
 Date

*Ref. # 0161970*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PLUMMER,ALBERTO  
**Trade Name:**  
**Address:** 393 STEPHEN ST  
BELLEVILLE, NJ 07109-3314  
**Certificate Number:** 1649446  
**Effective Date:** June 29, 2011  
**Date of Issuance:** May 01, 2013

**For Office Use Only:**  
20130501105128688



409. # 0161971



# City of Jersey City

## Division of Cultural Affairs

### Performance Contract

COMPANY: Bryan Beninghove  
CONTACT: Bryan Beninghove  
EMAIL: Bryhove@yahoo.com  
ADDRESS: 121 Ogden Ave  
CITY: Jersey City

PHONE: 201-920-7209

STATE: NJ

ZIP: 07307

The Jersey City Division of Cultural Affairs agrees to engage Bryan Beninghove at J. Owen Grundy Pier at Exchange on Thursday, August 29, 2013 from 12:00pm - 2:00pm

The show will consist of (2) two, (45) forty-five minute performance.

Both Parties have agreed on a payment of \$800 Eight Hundred.

Check will be issued in the name of: Bryan Beninghove.

Federal I.D. or Social Security Number: 214-92-2570.

Vendor Number: \_\_\_\_\_

The Public Address System will be provided by: Jersey City Cultural Affairs.

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show, there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

#### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
Harry Melendez  
Health & Human Services Director

\_\_\_\_\_  
Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date

*Ref. # 0161971*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                             |
|----------------------------|---------------------------------------------|
| <b>Taxpayer Name:</b>      | BENINGHOVE,BRYAN                            |
| <b>Trade Name:</b>         |                                             |
| <b>Address:</b>            | 121 OGDEN AVE<br>JERSEY CITY, NJ 07307-1316 |
| <b>Certificate Number:</b> | 1649458                                     |
| <b>Effective Date:</b>     | June 29, 2011                               |
| <b>Date of Issuance:</b>   | May 01, 2013                                |

**For Office Use Only:**  
20130501105332041

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

City Clerk File No. Res. 13.450

Agenda No. 10.Z.18

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR SUMMERFEST CONCERTS 2013**

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

**WHEREAS**, the City of Jersey City, through the Department of Health and Human Services and its Division of Cultural Affairs, requires the services of VARIOUS PERFORMERS to provide VARIOUS PERFORMANCES for 2013 Summerfest Concert Series at Liberty State Park, behind the Liberty House Restaurant for the period of July 7, 2013 thru August 18, 2013 on Tuesdays from 7PM to 9PM and on Sundays the time ranging between the hours of 3:00PM – 8:30PM.; and

**WHEREAS**, it was not practical to solicit quotations because of the creative and artistic nature of those services, and

**WHEREAS**, pursuant to N.J.S.A., 40A:11-2(6) professional services include services rendered in the performance of work that is original and creative in character in a recognized field of artistic endeavor; and

**WHEREAS**, the VARIOUS PERFORMERS listed below are qualified to perform these services during the period July 07, 2013 thru August 18, 2013 and

| PERFORMER                                | DATE                                                                                                  | TIME                                                                                                                       | AMT                | PO #   |
|------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--------------------|--------|
| 1. Harlem Renaissance Orchestra          | July 7, 2013                                                                                          | 5:00 PM - 7:00 PM                                                                                                          | \$2,000.00         | 110177 |
| 2. John Christian Colaneri               | July 9, 2013                                                                                          | 7:00 PM - 9:00 PM                                                                                                          | \$1,500.00         | 110178 |
| 3. A.S. Music Productions                | July 14, 2013                                                                                         | 6:30 PM - 8:30 PM                                                                                                          | \$1,300.00         | 110181 |
| 4. Robert Palino (Fillet of Soul)        | July 16, 2013                                                                                         | 7:00 PM - 9:00 PM                                                                                                          | \$1,300.00         | 110183 |
| 5. Vincent Fano (Moonlighters Orchestra) | July 21, 2013                                                                                         | 3:00 PM - 5:00 PM                                                                                                          | \$1,100.00         | 110184 |
| 6. Soul Finger c/o Peter Scance          | July 23, 2013                                                                                         | 7:00 PM - 9:00 PM                                                                                                          | \$1,200.00         | 110186 |
| 7. David Cedeno                          | July 28, 2013                                                                                         | 4:00 PM - 6:00 PM                                                                                                          | \$1,500.00         | 110187 |
| 8. Hiram W. Harper (Winard Harper)       | July 30, 2013                                                                                         | 7:00 PM - 9:00 PM                                                                                                          | \$1,200.00         | 110188 |
| 9. Jersey Sound                          | August 4, 2013                                                                                        | 5:00 PM - 7:00 PM                                                                                                          | \$1,500.00         | 110189 |
| 10. Gordon James                         | August 11, 2013                                                                                       | 5:00PM - 7:00PM                                                                                                            | \$1,100.00         | 110190 |
| 11. Ashley Pettet                        | August 13, 2013                                                                                       | 7:00 PM - 9:00 PM                                                                                                          | \$1,200.00         | 110191 |
| 12. Donald Carter                        | August 18, 2013                                                                                       | 5:00PM - 7:00PM                                                                                                            | \$1,200.00         | 110192 |
| 13. Omar Matthews (DJ Sound)             | July 7, 2013<br>July 14, 2013<br>July 21, 2013<br>July 30, 2013<br>August 11, 2013<br>August 18, 2013 | 5:00 PM - 7:00 PM<br>6:30 PM - 8:30 PM<br>3:00 PM - 5:00 PM<br>7:00 PM - 9:00 PM<br>5:00 PM - 7:00 PM<br>5:00 PM - 7:00 PM | \$3,000.00         | 110185 |
| <b>TOTAL</b>                             |                                                                                                       |                                                                                                                            | <b>\$19,100.00</b> |        |

TITLE:

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR SUMMERFEST CONCERTS 2013**

**WHEREAS**, the total cost of all the performers shall not exceed the sum of Nineteen Thousand and One Hundred (\$19,100) dollars; and

**WHEREAS**, the funds in the amount of Nineteen Thousand and One Hundred (\$19,100) dollars are available for this expenditure, in accordance with requirements of the Local Budget Law, N.J.S.A.40A:4- et seq, in the Dept. of Health & Human Services Cultural Affairs Division Operating Consultant Account No.01-201-27-332-312; and

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

- 1) Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute and award the attached agreements with the VARIOUS PERFORMERS listed above to provide various performances for CY 2013 SUMMERFEST CONCERT SERIES at Liberty State Park for the period of July 07, 2013 thru August 18, 2013, and
- 2) The total contract amount for these services shall not exceed the sum of Nineteen Thousand and One Hundred (\$19,100) dollars.
- 3) A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City as is required by law within 10 days of its adoption.

I, Donna Mauer, Donna Mauer, as Chief Financial Officer, hereto certify that the funds in the amount of Nineteen Thousand and One Hundred (\$19,100) dollars are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq. in Dept. of Health & Human Services Cultural Affairs Division Operating Consultant Account No.01-201-27-332-312; PO#(refer to above table)

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 6.19.13 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

## LEGISLATIVE FACT SHEET

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

- 1. FULL TITLE OF RESOLUTION AGREEMENT:**  
RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENTS WITH VARIOUS PERFORMERS TO PROVIDE VARIOUS PERFORMANCES FOR SUMMERFEST CONCERTS 2013
- 2. NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**  
Harry Melendez. (201) 547-6800.
- 3. DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:**  
Various performers perform for CY 2013 SUMMERFEST CONCERT SERIES at Liberty State Park, behind the Liberty House Restaurant for the period of July 7, 2013 thru August 18, 2013; on Tuesdays from 7PM to 9PM and on Sundays the time ranging between the hours of 3:00PM - 8:30PM.
- 4. REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC:**  
For City of Jersey City residents Cultural enrichment and entertainment.
- 5. ANTICIPATED BENEFITS TO THE COMMUNITY:**
- 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):**  
Dept. of Health & Human Services Cultural Affairs Division Operating Consultant Account \$19,100.
- 7. DATE PROPOSED OR PROJECT WILL COMMENCE:**  
July 7, 2013.
- 8. ANTICIPATED COMPLETION DATE:**  
August 18, 2013.
- 9. PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM:**  
Maryanne Kelleher (201)547-4303.
- 10. Additional Comments:**

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

\_\_\_\_\_  
SIGNATURE OF DIVISION DIRECTOR

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

\_\_\_\_\_  
DATE



Reg. # 0162268



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Harlem Renaissance Orchestra

CONTACT: Ron Allen

EMAIL:

PHONE:

ADDRESS: 2289 5<sup>th</sup> AVE suite 5-0

CITY: New York

STATE: NY

ZIP: 10037

The Jersey City Division of Cultural Affairs agrees to engage: Harlem Renaissance Orchestra) at Liberty House Gardens Summerfest Concerts Series on July 7<sup>th</sup> from 5:00pm to 7pm.

The show will consist of (1) 2Hour performance with a break

Both Parties have agreed on a payment of \$2000.00 Two Thousand Dollars

Check will be issued in the name of: Harlem Renaissance

Federal I.D. or Social Security Number: \_

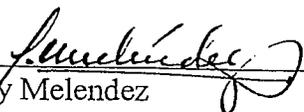
Vendor Number: \_\_\_\_\_

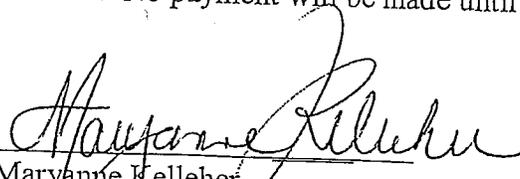
The Public Address System will be provided by: Cultural Affairs -Sound by Omar

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

  
Harry Melendez  
Health & Human Services Director

  
Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date

Reg. # 0162268



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                            |
|----------------------------|--------------------------------------------|
| <b>Taxpayer Name:</b>      | ALLEN.RONALD                               |
| <b>Trade Name:</b>         | HARLEM RENAISSANCE ORCHESTRA               |
| <b>Address:</b>            | 2289 5TH AVE STE 5-0<br>NEW YORK, NY 10037 |
| <b>Certificate Number:</b> | 1423619                                    |
| <b>Effective Date:</b>     | July 14, 2008                              |
| <b>Date of Issuance:</b>   | May 23, 2013                               |

**For Office Use Only:**  
20130523114653325



Reg. # 0162269



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: John Christian

CONTACT: John Christian

EMAIL:

ADDRESS: 27 Chesapeake Ave

CITY: Lake Hiawatha

STATE: NJ

ZIP: 07034

The Jersey City Division of Cultural Affairs agrees to engage: ) at Liberty House Gardens Summerfest Concerts Series on Tuesday July 9<sup>th</sup> 2013 from 7 pm to 9 pm.

The show will consist of (1) 2 Hour performance with a break

Both Parties have agreed on a payment of \$1500.00 One Thousand Five Hundred

Check will be issued in the name of: John Colaneri

Federal I.D. or Social Security Number:

Vendor Number: BRC# 1133038

The Public Address System will be provided by: John Christian

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

Harry Melendez  
Harry Melendez  
Health & Human Services Director

Maryanne Kelleher  
Maryanne Kelleher  
Director of Cultural Affairs

Contact/Company

Date

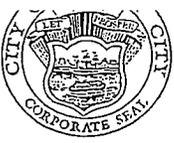


## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                                      |
|----------------------------|------------------------------------------------------|
| <b>Taxpayer Name:</b>      | COLANERI, JOHN C                                     |
| <b>Trade Name:</b>         | JOHN CHRISTIAN ENTERTAINMENT                         |
| <b>Address:</b>            | 27 CHESAPEAKE AVENUE<br>LAKE HIAWATHA, NJ 07034-2309 |
| <b>Certificate Number:</b> | 1133038                                              |
| <b>Effective Date:</b>     | February 11, 2005                                    |
| <b>Date of Issuance:</b>   | May 06, 2013                                         |

**For Office Use Only:**

20130506132603468



Reg. # 0162286



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: A.S.Music Production  
CONTACT: Kym Lawrence Monroe  
EMAIL:  
ADDRESS: 109 Warner Street  
CITY: Fords STATE: NJ ZIP: 08863

The Jersey City Division of Cultural Affairs agrees to engage: A.S Music Productions ) at Liberty House Gardens Summerfest Concerts Series on Sunday July 14<sup>th</sup> 2013 from 6:30 pm to 8:30 pm.

The show will consist of (1) 2 Hour performance with a break

Both Parties have agreed on a payment of \$1300.00 One Thousand Three Hundred

Check will be issued in the name of: A.S. Music Production

Federal I.D. or Social Security Number:

Vendor Number: BRC# 1637258

The Public Address System will be provided by: Cultural Affairs- Sound by Omar

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

Harry Melendez  
Health & Human Services Director

Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                  |
|----------------------------|----------------------------------|
| <b>Taxpayer Name:</b>      | LAWRENCE.KATHRYN E               |
| <b>Trade Name:</b>         | A.S. MUSIC PRODUCTIONS           |
| <b>Address:</b>            | 109 WAINER ST<br>FORDS, NJ 08863 |
| <b>Certificate Number:</b> | 1637258                          |
| <b>Effective Date:</b>     | May 04, 2011                     |
| <b>Date of Issuance:</b>   | May 22, 2013                     |

**For Office Use Only:**  
20130522095847789



Req. # 0162291



# City of Jersey City

## Division of Cultural Affairs

### Performance Contract

COMPANY: Fillet of Soul  
CONTACT: Robert Palino  
EMAIL: WWW.FILLETOSOUL.COM  
ADDRESS: 99 Fairmount Ave  
CITY: Hackensack STATE: NJ ZIP: 07601

The Jersey City Division of Cultural Affairs agrees to engage: Fillet of Soul ) at Liberty House Gardens Summerfest Concerts Series on Tuesday July 16<sup>th</sup> 2013 from 7 pm to 9 pm.

The show will consist of (1) 2 Hour performance with a break

Both Parties have agreed on a payment of \$1300.00. One Thousand Three Hundred

Check will be issued in the name of: Robert Palino

Federal I.D. or Social Security Number:

Vendor Number: BRC# 1701358

The Public Address System will be provided by: Fillet of Soul

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

#### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

Harry Melendez  
Harry Melendez  
Health & Human Services Director

Maryanne Kelleher  
Maryanne Kelleher  
Director of Cultural Affairs

Robert Palino  
Contact/Company

4/27/13  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PALINO,ROBERT  
**Trade Name:**  
**Address:** 99 FAIRMOUNT AVE  
HACKENSACK, NJ 07601  
**Certificate Number:** 1701358  
**Effective Date:** March 13, 2012  
**Date of Issuance:** May 30, 2013

**For Office Use Only:**  
20130530105520668



Reg. # 0162292



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Moonlighters Orchestra

CONTACT: Vinnie Fano

EMAIL:

ADDRESS: 668a Ave A

CITY: Bayonne

STATE: NJ

ZIP: 07002

The Jersey City Division of Cultural Affairs agrees to engage: Moonlighters Orchestra ) at Liberty House Gardens Summerfest Concerts Series on Sunday July 21st 2013 from 3 pm to 5 pm.

The show will consist of (1) 2 Hour performance with a break

Both Parties have agreed on a payment of \$1100.00 One Thousand One Hundred

Check will be issued in the name of: Vincent Fano

Federal I.D. or Social Security Number:

Vendor Number: BRC# 1572648

The Public Address System will be provided by: Cultural Affairs- Sound by Omar

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

  
\_\_\_\_\_  
Harry Melendez  
Health & Human Services Director

  
\_\_\_\_\_  
Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                      |
|----------------------------|--------------------------------------|
| <b>Taxpayer Name:</b>      | FANO,VINCENT                         |
| <b>Trade Name:</b>         | MOONLIGHTERS ORCHESTRA               |
| <b>Address:</b>            | 668A AVE E<br>BAYONNE, NJ 07002-8661 |
| <b>Certificate Number:</b> | 1572648                              |
| <b>Effective Date:</b>     | June 28, 2010                        |
| <b>Date of Issuance:</b>   | May 22, 2013                         |

**For Office Use Only:**

20130522100906931



Ref. # 0162294



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Soul Finger

CONTACT: Peter Scance

EMAIL:

ADDRESS: 1307 Fair Lawn Ave

CITY: Fair Lawn

STATE: NJ

ZIP:07410

The Jersey City Division of Cultural Affairs agrees to engage: Soul Fingers) at Liberty House Gardens Summerfest Concerts Series on Tuesday July 23rd 2013 from 7 pm to 9 pm.

The show will consist of (1) 2 Hour performance with a break

Both Parties have agreed on a payment of \$1200.00 One Thousand Two Hundred

Check will be issued in the name of: Soul Finger c/o Peter Scance

Federal I.D. or Social Security Number:

Vendor Number: BRC# 1645276

The Public Address System will be provided by: Soul Finger

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

Harry Melendez  
Harry Melendez  
Health & Human Services Director

Maryanne Kelleher  
Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                              |
|----------------------------|----------------------------------------------|
| <b>Taxpayer Name:</b>      | SCANCE,PETER                                 |
| <b>Trade Name:</b>         | SOUL FINGER                                  |
| <b>Address:</b>            | 1307 FAIRLAWN AVE<br>FAIRLAWN, NJ 07410-2244 |
| <b>Certificate Number:</b> | 1645276                                      |
| <b>Effective Date:</b>     | June 10, 2011                                |
| <b>Date of Issuance:</b>   | May 22, 2013                                 |

**For Office Use Only:**

20130522101128877



Req. # 0162295



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: David Cedeno

CONTACT: David Cedeno

EMAIL:

ADDRESS: 203 Lake Road

CITY: Brick

STATE: NJ

ZIP: 08724

The Jersey City Division of Cultural Affairs agrees to engage: David Cedeno ) at Liberty State Park

The show will consist of (1) 2 Hour performances with a break

Both Parties have agreed on a payment of \$1500.00 One Thousand Five Hundred Dollars

Check will be issued in the name of: David Cedeno

Federal I.D. or Social Security Number:

Vendor Number: BRC#1158335

The Public Address System will be provided by: David Cedeno

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
Harry Melendez  
Health & Human Services Director

\_\_\_\_\_  
Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CEDENO, DAVID  
**Trade Name:** DAVID CEDENO ORCHESTRA  
**Address:** 203 LAKE RD  
BRICK, NJ 08724-3453  
**Certificate Number:** 1158335  
**Effective Date:** June 15, 2005  
**Date of Issuance:** May 22, 2013

**For Office Use Only:**

20130522101722645



Ref. # 0162296



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Winard Harper  
CONTACT: Hiram W Harper  
EMAIL:  
ADDRESS: 167 Belmont Ave  
CITY: Jersey City

STATE: NJ

ZIP: 07304

The Jersey City Division of Cultural Affairs agrees to engage: Winard Harper at Liberty House Gardens Summerfest Concerts Series on Tuesday July 30<sup>th</sup> 2013 from 7 pm to 9 pm.

The show will consist of (1) 2Hour performance with a break

Both Parties have agreed on a payment of \$1200.00 One Thousand Two Hundred

Check will be issued in the name of: Hiram W Harper

Federal I.D. or Social Security Number:

Vendor Number: BRC# 1467421

The Public Address System will be provided by: Cultural Affairs- Sound by Omar Sound

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

Harry Melendez  
Health & Human Services Director

Marianne Kelleher  
Director of Cultural Affairs

Contact/Company

11-25-13  
Date

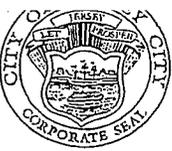


## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** HARPER, HIRAM W  
**Trade Name:** HARP MUSIC  
**Address:** 167 BELMONT AVENUE  
JERSEY CITY, NJ 07304-2001  
**Certificate Number:** 1467421  
**Effective Date:** February 19, 2009  
**Date of Issuance:** May 28, 2013

**For Office Use Only:**

20130528150407925



Reg. # 0162297



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Jersey Sound

CONTACT: Phil Bruno

EMAIL:

ADDRESS: 94 Oakley Terrace

CITY: Nutley

STATE: NJ

ZIP: 07110

The Jersey City Division of Cultural Affairs agrees to engage: Jersey Sound at Liberty House Gardens Summerfest Concerts Series on Sunday August 4th 2013 from 5 pm to 7 pm.

The show will consist of (1) 2Hour performance with a break

Both Parties have agreed on a payment of \$1500.00 One Thousand Five Hundred

Check will be issued in the name of: Jersey Sound

Federal I.D. or Social Security Number:

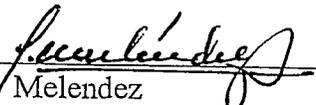
Vendor Number: BRC# 1204933

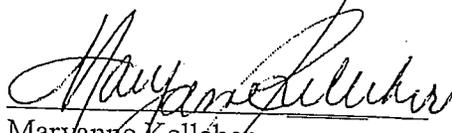
The Public Address System will be provided by: Jersey Sound

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

  
Harry Melendez  
Health & Human Services Director

  
Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JERSEY SOUND, INC.  
**Trade Name:**  
**Address:** 94 OAKLEY TERRACE  
NUTLEY, NJ 07110-1019  
**Certificate Number:** 1204933  
**Effective Date:** January 15, 2006  
**Date of Issuance:** May 22, 2013

**For Office Use Only:**  
20130522101759515



Reg. # 0162248



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Gordon James

CONTACT: Gordon James

EMAIL:

ADDRESS: 917 Mountain Ave

CITY: Middelsex

STATE: NJ

ZIP:08847

The Jersey City Division of Cultural Affairs agrees to engage:Gordon James) at Liberty House Gardens Summerfest Concerts Series on Sunday August 11th 2013 from 5 pm to 7 pm.

The show will consist of (1) 2Hour performance with a break

Both Parties have agreed on a payment of \$1100.00 One Thousand One Hundred

Check will be issued in the name of: Gordon James

Federal I.D. or Social Security Number:

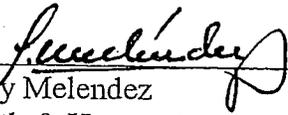
Vendor Number: BRC# 1128220

The Public Address System will be provided by: Cultural Affairs- Sound by Omar

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

  
Harry Melendez  
Health & Human Services Director

  
Maryanne Kelleher  
Director of Cultural Affairs

\_\_\_\_\_  
Contact/Company

\_\_\_\_\_  
Date

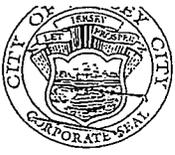


## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JAMES, GORDON  
**Trade Name:**  
**Address:** 917 MOUNTAIN AVE  
MIDDLESEX, NJ 08846-2426  
**Certificate Number:** 1128220  
**Effective Date:** February 18, 2005  
**Date of Issuance:** May 22, 2013

**For Office Use Only:**

20130522101829245



Reg. # 0162299



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Ashley Pettet

CONTACT: Ashley Pettet

EMAIL:

ADDRESS: PO Box 221

CITY: Wanaque

STATE: NJ

ZIP: 07465

The Jersey City Division of Cultural Affairs agrees to engage: Ashley Pettet ) at Liberty House Gardens Summerfest Concerts Series on Tuesday August 13 2013 from 7 pm to 9 pm.

The show will consist of (1) 2Hour performance with a break

Both Parties have agreed on a payment of \$1200.00 One Thousand Two Hundred

Check will be issued in the name of: Ashley Pettet

Federal I.D. or Social Security Number:

Vendor Number: BRC# 1559439

The Public Address System will be provided by: Ashley Pettet

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
Harry Melendez  
Health & Human Services Director

M. Kelleher  
Maryanne Kelleher  
Director of Cultural Affairs

x Ashley Pettet  
Contact/Company  
Ashley Pettet

x 5-2-13  
Date

Reg. #0162299



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PETTET,ASHLEY  
**Trade Name:**  
**Address:** 94 TREMONT TERRACE  
WANAQUE, NJ 07465-1113  
**Certificate Number:** 1559439  
**Effective Date:** April 29, 2010  
**Date of Issuance:** May 28, 2013

**For Office Use Only:**  
20130528150506630



Req. # 0162300

# City of Jersey City Division of Cultural Affairs



## Performance Contract

COMPANY: Don Carter Trio  
 CONTACT: DBA D. Carters Cultural & Prod.  
 EMAIL:  
 ADDRESS: 259 Van Nostrand Avenue  
 CITY: Jersey City STATE: NJ ZIP: 07305

The Jersey City Division of Cultural Affairs agrees to engage Don Carter at Liberty House Gardens  
Summerfest Concerts Series on Sunday, August 18, 2013 from 5:00pm - 7:00pm  
 The show will consist of (1) 2 Hour performance with a break  
 Both Parties have agreed on a payment of \$ 1,200.00 One Thousand Two Hundred  
 Check will be issued in the name of: Don Carter  
 Federal I.D. or Social Security Number: \_\_\_\_\_  
 Vendor Number: CA096480MI  
 The Public Address System will be provided by: Cultural Affairs - Sound by Omar

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show, there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

\_\_\_\_\_  
 Harry Melendez  
 Health & Human Services Director

\_\_\_\_\_  
 Maryanne Kelleher-Arango  
 Director of Cultural Affairs

\_\_\_\_\_  
 Contact/Company

\_\_\_\_\_  
 Date

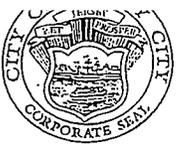


## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                                  |
|----------------------------|--------------------------------------------------|
| <b>Taxpayer Name:</b>      | CARTER,DONALD                                    |
| <b>Trade Name:</b>         | D CARTERS CULTURE & PRODUCTION                   |
| <b>Address:</b>            | 259 VAN NOSTRAND AVENUE<br>JERSEY CITY, NJ 07305 |
| <b>Certificate Number:</b> | 0163377                                          |
| <b>Effective Date:</b>     | April 15, 1975                                   |
| <b>Date of Issuance:</b>   | May 01, 2013                                     |

**For Office Use Only:**

20130501104946291



Req. # 0162293



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Omar Matthews  
CONTACT: Omar Matthews  
EMAIL:  
ADDRESS: 194 Claremont Ave  
CITY: Jersey City STATE: NJ ZIP: 07305

The Jersey City Division of Cultural Affairs agrees to engage: Omar Matthews ) at Liberty House Gardens Summerfest Concerts Series on Sunday July 7<sup>th</sup>, July 14<sup>th</sup>, July 21<sup>st</sup> 2013 from 5 pm to 7 pm.

The show will consist of (3) 2Hour performance with a break

Both Parties have agreed on a payment of \$1500.00 One Thousand Five Hundred  
Check will be issued in the name of: Omar Matthews

Federal I.D. or Social Security Number:

Vendor Number: BRC# 1645274

The Public Address System will be provided by: Sound by Omar Matthews

Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

Harry Melendez  
Health & Human Services Director

Maryanne Kelleher  
Director of Cultural Affairs

Contact/Company

Date



Key # 0162293



# City of Jersey City Division of Cultural Affairs

## Performance Contract

COMPANY: Omar Matthews  
CONTACT: Omar Matthews  
EMAIL:  
ADDRESS: 194 Claremont Ave  
CITY: Jersey City STATE: NJ ZIP: 07305

The Jersey City Division of Cultural Affairs agrees to engage: Omar Matthews ) at Liberty House Gardens Summerfest Concerts Series on Tuesday July 30<sup>th</sup> 7pm to 9pm, Sunday August 11<sup>th</sup>, August 18<sup>th</sup> 2013 from 5 pm to 7 pm.

The show will consist of (3 Different) 2Hour performance with a break  
Both Parties have agreed on a payment of \$1500.00 One Thousand Five Hundred  
Check will be issued in the name of: Omar Matthews  
Federal I.D. or Social Security Number:  
Vendor Number: BRC# 1645274

The Public Address System will be provided by: Sound by Omar Matthews  
Performers will provide back-line gear (Instrument amps, etc.). The Division of Cultural Affairs will provide publicity for the event. **Performance time specified in this agreement must be honored. Should performer(s) not show; there will be no payment. All performers must arrive at the designated location one hour before scheduled performance time.** If any members of the contracted group are late, group will be docked accordingly in pay. No substitutions or additions of specified performers unless agreed to by both parties prior to the show.

### In the event of rain:

- A) If an enclosed location suitable for housing performers and audience is available, the show will continue as planned.
- B) Inclement weather reschedules will be determined by Cultural Affairs (3) hours prior to the event. Cultural Affairs will not pay cancellation/reschedule fees.
- C) If rain starts after performance has started, and cannot be moved to an alternate location within reasonable time constraints, intended payment will be issued. No payment will be made until actual performance.

Harry Melendez  
Health & Human Services Director

Maryanne Kelleher  
Director of Cultural Affairs

Contact/Company

Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MATTHEWS,OMAR  
**Trade Name:**  
**Address:** 194 CLAREMONT AVE.  
JERSEY CITY, NJ 07305-3622  
**Certificate Number:** 1645274  
**Effective Date:** June 10, 2011  
**Date of Issuance:** May 23, 2013

**For Office Use Only:**  
20130523134109447

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

City Clerk File No. Res. 13.451  
 Agenda No. 10.Z.19  
 Approved: JUN 19 2013  
 TITLE:



**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT TO AN ENERGY SERVICES COMPANY FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN ENERGY SAVINGS IMPROVEMENT PROGRAM**

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

**WHEREAS**, the City of Jersey City desires to develop and implement an energy savings improvement program for City owned buildings; and

**WHEREAS**, N.J.S.A. 40A:11-4.6 authorizes the City to use competitive contracting to award a contract for the development and implementation of an energy savings program; 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 development and implementation of an energy savings program.

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0  
 6.19.13

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | MASSEY        | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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

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

City Clerk File No. Res. 13.452

Agenda No. 10.Z.20

Approved: JUN 19 2013

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
LET'S THINK WIRELESS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**



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

**WHEREAS**, funds must be allocated for the maintenance of the City's private licensed Wireless Wide Area PC Network, comprised of telecommunications hardware and software systems; and

**WHEREAS**, **LET'S THINK WIRELESS** has agreed to provide these goods and services per specifications of the Division of Information Technology; and

**WHEREAS**, the City of Jersey City has received a proposal from **LET'S THINK WIRELESS** (for a six month period, 7-1-13 to 12-31-13) in the amount of **\$33,884.40**; and

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

**WHEREAS**, funds are available in the amount of **\$33,884.40** in Acct. No. 1-201-31-435-314

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

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

**WHEREAS**, **LET'S THINK WIRELESS** has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, **LET'S THINK WIRELESS** has submitted its Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

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

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

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
LET'S THINK WIRELESS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

---

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **LET'S THINK WIRELESS** be accepted and that a contract be awarded to said company in the amount of **\$33,884.40**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

**BE IT FURTHER RESOLVED**, that the term of the contract shall be six months effective as of July 1, 2013;

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

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

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

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

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
LET'S THINK WIRELESS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**BE IT FURTHER RESOLVED**, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2012 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2013 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-31-435-314** for payment of the above Resolution.

Requisition No. 0162274

Purchase Order No. 110127

EEO/AA Review \_\_\_\_\_

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 |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 6.19.13       |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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. Breman, President of Council

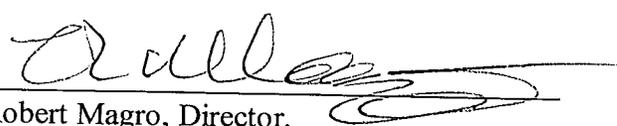
[Signature]  
Robert Byrne, City Clerk

## DETERMINATION OF VALUE CERTIFICATION

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

1. I am the Director of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires maintenance of the City's private licensed Wireless Wide Area PC Network, comprised of proprietary telecommunications hardware and software systems.
3. The City has determined that a contract for maintenance of the City's private licensed Wireless Wide Area PC Network, comprised of proprietary telecommunications hardware and software systems, should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **LET'S THINK WIRELESS** can provide the maintenance of the City's private licensed Wireless Wide Area PC Network, comprised of proprietary telecommunications hardware and software systems, and has submitted a proposal indicating that it will provide the services for the sum of **\$33,884.40** for six months.
5. The Division of Information Technology's recommendation is to award the contract to **LET'S THINK WIRELESS**.
6. The term of the contract is six months effective as of July 1, 2013.
7. The estimated amount of the contract exceeds \$17,500.00 (\$153,600).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 6-3-13

  
Robert Magro, Director,  
Division of Information Technology

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

**1. Full Title of Ordinance/Resolution/Cooperation Agreement :**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
LET'S THINK WIRELESS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**2. Name and Title of Person Initiating Ordinance/Resolution :**

**ROBERT MAGRO, IT DIRECTOR**

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

**PROVIDE SUPPORT SERVICES FOR PROPRIETARY  
HARDWARE/SOFTWARE SYSTEMS USED IN THE CITY'S WIRELESS WIDE  
AREA PC NETWORK.**

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

**UNINTERRUPTED OPERATIONS OF CITY OFFICES SERVING  
CONSTITUENTS.**

**5. Anticipated Benefits to the Community:**

**CONTINUED UNINTERRUPTED OPERATIONS OF CITY OFFICES SERVING  
CONSTITUENTS.**

**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.) :**

**\$33,884.40**

**7. Date Proposed Program or Project will Commence:**

**JULY 1, 2013**

**8. Anticipated Completion Date:**

**DECEMBER 31, 2013**

**9. Person Responsible for Coordinating Proposed Program/Project :**

**ROBERT MAGRO, IT DIRECTOR**

**I certify that all the facts presented herein are accurate.**

 6-3-13

**Signature of Department Director**

**Date**



**CITY OF JERSEY CITY**  
1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

**PURCHASE ORDER NUMBER**  
**110127**

THE NUMBER HEREIN APPLIES TO ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

REQUISITION # **0162274**  
BUYER **EUS**

DATE: **06/04/2013** VENDOR NO: **LE330902**

**VENDOR INFORMATION**

**LET'S THINK WIRELESS, LLC**  
30 CHAPIN ROAD, UNIT 1209  
P.O. BOX 628  
PINE BROOK NJ 07058

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

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

| QUANTITY | UNIT | DESCRIPTION                                                                                                                                                                                                                                                                     | ACCOUNT NUMBER    | UNIT PRICE  | EXTENDED PRICE |
|----------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|----------------|
| 1.00     | EA   | WAN RAIDO MAINT<br>MAINTENANCE SUPPORT SERVICE FOR VARIOUS<br>CITY STIES.                                                                                                                                                                                                       | 01-201-31-435-314 | 17,316.0000 | 15,584.40      |
| 1.00     | EA   | WAN RADIO MAINT<br>ESTIMATED EXPENSES.<br><br>SUPPORT OF PROPRIETARY HARDWARE<br>SOFTWARE EQUIPMENT & SUPPORT<br>THE OPERATION OF THE CITY'S PRIVATE LINCENSED<br>WIRELESS PC NETWORK<br><br>TERM: 7-01-13 - 12-31-13<br><br>QUOTE BY CL - 5-31-13<br><br>RESO _____, D/D _____ | 01-201-31-435-314 | 750.0000    | 750.00         |
| 13.00    | EA   | WAN RADIO MAINT.<br>PROFESSIONAL SERVICE TO MAINTAIN EXISTING<br>WIRELESS WIDE AREA NETWORK (WAN).<br>FROM 7/01/13 -12/31/13                                                                                                                                                    | 01-201-31-435-314 | 1,500.0000  | 17,550.00      |

TAX EXEMPTION NO. **22-6002013**

**PO Total 33,884.40**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

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

|                      |
|----------------------|
| <b>Requisition #</b> |
| <b>0162274</b>       |

**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

|                      |
|----------------------|
| <b>Assigned PO #</b> |
|                      |

**Requisition**

*EUS*  
*6/13*

**Vendor**  
 LET'S THINK WIRELESS, LLC  
 30 CHAPIN ROAD, UNIT 1209  
 P.O. BOX 628  
 PINE BROOK NJ 07058  
 LE330902

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

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

**Contact Info**  
 ROBERT MAGRO  
 2015474274

*RCM*  
*6/14/13*

| Quantity | UOM | Description                                                                                                                                                                                                                  | Account           | Unit Price | Total     |
|----------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|-----------|
| 1.00     | NA  | WAN RADIO MAINT.<br>SUPPORT OF PROPRIETARY HARDWARE/SOFTWARE<br>EQUIPMENT AND SOFTWARE SUPPORTING THE OPERATION<br>OF THE CITY'S PRIVATE/LICENSED WIRELESS PC NETWORK<br>PER ATTACHED QUOTATION<br>TERM : 7-1-13 TO 12-31-13 | 01-201-31-435-314 | 33,884.40  | 33,884.40 |

**Requisition Total 33,884.40**

Req. Date: 06/03/2013

Requested By: BOBM

Buyer Id:

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

**This Is Not A Purchase Order**



City of Jersey City - Wireless WAN Maintenance  
Phase I, II, III & IV Wireless WAN deployment

**PRICE QUOTATION  
LETTER OF AGREEMENT**

|                   |                                      |       |                |
|-------------------|--------------------------------------|-------|----------------|
| CLIENT NAME       | City of Jersey City                  |       |                |
| ADDRESS           | Department of Information Technology |       |                |
|                   | 1 Journal Square Plaza, 3rd Floor    |       |                |
| CITY, STATE, ZIP  | Jersey City, NJ 07306                |       |                |
| TECHNICAL CONTACT | PHONE                                |       |                |
| EXECUTIVE CONTACT | Bob Magro                            | PHONE | (201) 547-4274 |

AM  CL   
DATE 31-May-13  
FAX (973) 882-4563

NEW CLIENT  
LTW Price Quotation  
This price quotation is valid for 5 days from the date listed above.

| PRODUCTS | Quantity | Price | Extension |
|----------|----------|-------|-----------|
|          |          |       |           |
|          |          |       |           |
|          |          |       |           |
|          |          |       |           |
|          |          |       |           |

Shipping & Handling:  
Subtotal: \$ -  
Sales Tax: \$ -  
Products Total: \$ -

**COMMENTS:**  
The estimated amount of this agreement is \$33,884.40. Payment due: Upon Receipt of Invoice for annual maintenance contract.

**Professional Services**

|                                                                                     |    |             |              |
|-------------------------------------------------------------------------------------|----|-------------|--------------|
| Professional Service to maintain existing wireless Wide Area Network (WAN) network. | 13 | \$ 1,500.00 | \$ 19,500.00 |
| Annual Maintenance from 7/01/13 through 13/31/13                                    |    |             |              |
|                                                                                     |    |             |              |
|                                                                                     |    |             |              |
|                                                                                     |    |             |              |

EXPENSES INCLUDED: (Y/N) Subtotal: \$ 19,500.00

**COMMENTS:**  
Client agrees that LTW consultants will be allowed to work/bill on any weekday that is not a NYSE scheduled holiday. All projects are worked as contiguous time. Final scheduling typically takes 1-2 weeks from signing of this document. Client agrees to pay all reasonable T&E from Pine Brook, NJ

Products Total: \$ 19,500.00

**Maintenance/Support Services - Vendor Warranty Renewals**

|                                                     |     |              |             |
|-----------------------------------------------------|-----|--------------|-------------|
| BridgeWave AR-80 MIS to Beacon Link                 | 0.5 | \$ 4,372.00  | \$ 2,186.00 |
| BridgeWave AR-80 City Hall to Beacon Link           | 0.5 | \$ 4,372.00  | \$ 2,186.00 |
| BridgeWave FE-80 City Hall to Housing               | 0.5 | \$ 3,652.00  | \$ 1,826.00 |
| BridgeWave FE-80 Fire HQ to Beacon                  | 0   | \$ 3,652.00  | \$ -        |
| BridgeWave FE-80 Police HQ to Beacon                | 0   | \$ 3,652.00  | \$ -        |
| BridgeWave FE-80 Muni Cl. to Beacon                 | 0.5 | \$ 3,652.00  | \$ 1,826.00 |
| Ceragon -1500P (IP Max) Muni Cl. to Beacon, 300MB   | 0.5 | \$ 2,400.00  | \$ 1,200.00 |
| BridgeWave FE-80 OEM to Beacon                      | 0   | \$ 3,652.00  | \$ -        |
| Ceragon - 1500P Parks & Recreation to Beacon, 50 MB | 0.5 | \$ 1,802.00  | \$ 901.00   |
| Ceragon -1500P Housing & Eco. Dev. to Beacon, 50 MB | 0.5 | \$ 1,802.00  | \$ 901.00   |
| Ceragon -1500P (IP Max) MIS to Beacon, 400 MB       | 0.5 | \$ 2,500.00  | \$ 1,250.00 |
| Ceragon -1500P (IP Max) MIS to City Hall, 100 MB    | 0.5 | \$ 1,960.00  | \$ 980.00   |
| Ceragon -1500P (IP Max) PW to Beacon, 100 MB        | 0.5 | \$ 1,960.00  | \$ 980.00   |
| Ceragon -1500P (IP Max) CRU to Beacon, 100MB        | 0.5 | \$ 1,960.00  | \$ 980.00   |
| Exalt 5000- Pershing Field (Warranty Renewal)       | 0.5 | \$ 1,700.00  | \$ 850.00   |
| Exalt 5- Bethune Center to Beacon (AR Support)      | 0.5 | \$ 2,500.00  | \$ 1,250.00 |
| Support & Services Total:                           |     | \$ 17,316.00 |             |

Once work dates are set, client can reschedule once, up to 2 weeks prior to the start date, with no additional fees being incurred. All other rescheduling will result in a penalty equal to 50% of the fees for the days rescheduled. Rescheduling does not ever change the payment terms, which are based SOLELY on the signing date of this LOA.

**SUMMARY**

Payment Terms: Net 30 days, unless stated otherwise herein.  
My signature below indicates that LTW has provided to me, I have read, and I agree to LTW's Terms & Conditions.

X \_\_\_\_\_  
Client Authorization Date

X \_\_\_\_\_  
LTW Authorization Date

|                     |                     |
|---------------------|---------------------|
| PRODUCTS:           | \$ -                |
| SERVICES:           | \$ 19,500.00        |
| SUPPORT:            | \$ 17,316.00        |
| SURVEY:             | \$ -                |
| ESTIMATED EXPENSES: | \$ 750.00           |
| 10% Discount:       | \$ (3,681.60)       |
| <b>TOTAL:</b>       | <b>\$ 33,884.40</b> |

**COMMENTS:**  
\* ALL LTW TERMS AND CONDITIONS APPLY TO THIS QUOTATION  
\* ALL LTW SERVICES ARE PERFORMED ON A TIME AND MATERIALS BASIS.  
\* SOFTWARE/HARDWARE PRICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.  
\* LTW WILL NOT SCHEDULE THIS PROJECT UNTIL BOTH THE LOA AND ACCESS AUTHORIZATION FORM HAS BEEN SIGNED AND RETURNED.



## New Jersey Division of Revenue

Revenue

NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1058043 FOR LET'S THINK WIRELESS, LLC IS  
VALID.

CITY OF JERSEY CITY

RESOLUTION:

VENDOR: LET'S THINK WIRELESS, LLC 3/1/2013

RESPONDENT'S CHECKLIST

| Item                                            | Respondent Initials | AA/EO Review  |
|-------------------------------------------------|---------------------|---------------|
| A. Non-Collusion Affidavit properly notarized   | CL                  |               |
| B. Public Disclosure Statement                  | CL                  |               |
| C. Mandatory Affirmative Action Language        | CL                  |               |
| D. Americans with Disabilities Act              | CL                  |               |
| E. Affirmative Action Compliance Notice         | CL                  |               |
| F. MWBE Questionnaire (2 copies)                | CL                  |               |
| G. Form AA302 – Employee Information Report     | CL                  |               |
| H. Business Registration Certificate            | N/A                 | Noted on file |
| I. Original signature(s) on all required forms. | CL                  |               |



**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 Let's Think Wireless, LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 3/1/2013 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Let's Think Wireless, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Let's Think Wireless, LLC

Signed: [Signature] Title: President

Print Name: Craig Lerman Date: 3/4/2013

Subscribed and sworn before me  
this 4TH day of APRIL, 2013.

My Commission expires: APRIL 14, 2013

[Signature]  
(Affiant)  
Craig Lerman, President  
(Print name & title of affiant) (Corporate Seal)

[Signature]  
Janet L. Fiore

**JANET FIORE**  
Notary Public  
State of New Jersey  
My Commission Expires April 14, 2013

\*\*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.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

## Part I - Vendor Information

|              |                                       |        |       |
|--------------|---------------------------------------|--------|-------|
| Vendor Name: | Let's Think Wireless, LLC             |        |       |
| Address:     | 26 Chapin Road, Unit 1112, PO Box 628 |        |       |
| City:        | Pine Brook                            | State: | NJ    |
|              |                                       | Zip:   | 07058 |

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

  
Signature

Craig Lerman  
Printed Name

President  
Title

## Part II - Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| N/A              |                |      | \$            |
| None             |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
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|                  |                |      |               |
|                  |                |      |               |

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

|                                                                    |                                                                     |
|--------------------------------------------------------------------|---------------------------------------------------------------------|
| Name: <u>Craig Lerman</u>                                          | Name: <u>Daniel Rubenstein</u>                                      |
| Home Address: <u>5 Langtree Drive<br/>Livingston, NJ<br/>07039</u> | Home Address: <u>540 East Gate Road<br/>Ho-Ho-Kus, NJ<br/>07423</u> |
| <del>Name:</del>                                                   | <del>Name:</del>                                                    |
| <del>Home Address:</del>                                           | <del>Home Address:</del>                                            |
| <del>Name:</del>                                                   | <del>Name:</del>                                                    |
| <del>Home Address:</del>                                           | <del>Home Address:</del>                                            |

Subscribed and sworn before me this 17th day of MARCH, 2013

(Notary Public) Janet Fiore

My Commission expires: APRIL 14, 2013

Craig Lerman  
(Affiant)  
Craig Lerman, President  
(Print name & title of affiant)

(Corporate Seal)

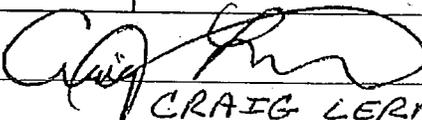
JANET FIORE  
Notary Public  
State of New Jersey  
My Commission Expires April 14, 2013

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name              | Address                                    | % owned      |
|-------------------|--------------------------------------------|--------------|
| Craig Lerman      | 5 Langhorne Drive, Livingston, NJ<br>07039 | 40           |
| Daniel Rubenstein | 540 East Gate Road, Ho-Ho-Kus, NJ<br>07423 | 60           |
| <del> </del>      | <del> </del>                               | <del> </del> |
| <del> </del>      | <del> </del>                               | <del> </del> |
| <del> </del>      | <del> </del>                               | <del> </del> |

SIGNATURE:   
CRAIG LERMAN  
TITLE: President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY MARCH 4 OF 20 13

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NEW JERSEY COUNTY MORRIS  
MY COMMISSION EXPIRES: 20 APRIL 14 2013

**JANET FIORE**  
Notary Public  
State of New Jersey  
My Commission Expires April 14, 2013

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**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 *Let's Think Wireless, LLC* 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 2005             |
| Friends of Peter Brennan Election Fund | Steven Fulop for Jersey City Inc.      |
| Committee to Elect Willie Flood        | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano           |                                        |
| Friends of Mary Spinello for Council   | Healy for Mayor 2009                   |
| Friends of Steve Lipski                |                                        |

**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

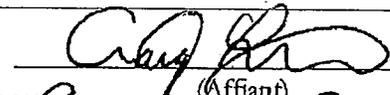
| Name of Stock or Shareholder | Home Address                                   |
|------------------------------|------------------------------------------------|
| <u>Craig Lerman</u>          | <u>5 Langtree Drive, Livingston, NJ 07039</u>  |
| <u>Daniel Rubenstein</u>     | <u>540 East Gate Road, Ho-Ho-Kus, NJ 07423</u> |
|                              |                                                |
|                              |                                                |
|                              |                                                |
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|                              |                                                |

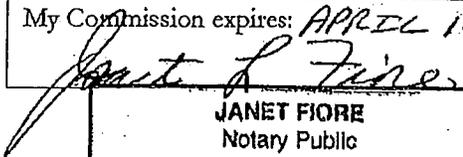
**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Let's Think Wireless, LLC

Signed: Craig Lerman Title: President  
 Print Name: Craig Lerman Date: 3/4/2013 CR.

|                                                                                      |                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>4<sup>th</sup></u> day of <u>MARCH</u> , 2013 | <br>(Affiant)<br><u>Craig Lerman, President</u><br>(Print name & title of affiant) (Corporate Seal) |
| My Commission expires: <u>APRIL 14, 2013</u>                                         |                                                                                                                                                                                         |

  
**JANET FIORE**  
 Notary Public  
 State of New Jersey  
 My Commission Expires April 14, 2013

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

← NAME OF CONTRACTING AGENCY →

City of Jersey City

Let's Think Wireless, LLC

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the ~~entity~~ <sup>Let's Think Wireless, LLC</sup> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund                  |
| Friends of Kalimah H. Ahmad             | The Election Fund of Steven Fulop      |
| Election Fund of Radames Velazquez Jr.  | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano            |                                        |
| EFO David P. Donnelly J.C. Council 2010 | Healy for Mayor 2013                   |
| Friends of Nidia R. Lopez               |                                        |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                            |
|------------------------------|-----------------------------------------|
| Craig Leaman                 | 5 Langtree Drive, Livingston, NJ 07039  |
| Daniel Rubenstein            | 540 East Gate Road, Ho-Ho-Kus, NJ 07423 |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |
|                              |                                         |

**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: Let's Think Wireless, LLC  
 Signature of Affiant: [Signature] Title: President  
 Printed Name of Affiant: Craig Leaman Date: 3/14/2013

Subscribed and sworn before me this 17th day of MARCH, 2013

My Commission expires: APRIL 14, 2013

[Signature]  
 (Witnessed/for attested by)  
JANIS KA. PATE  
 (Seal)

**JANET FIORE**  
 Notary Public  
 State of New Jersey  
 My Commission Expires April 14, 2013

(REVISED 10/2011)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

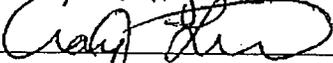
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of 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): Craig Lerman / President

Representative's Signature: 

Name of Company: Let's Think Wireless, LLC

Tel. No.: 973-882-3982      Date: 3/1/2013

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

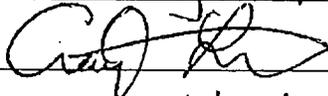
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Craig Lerman / President

Representative's Signature: 

Name of Company: Let's Think Wireless, LLC

Tel. No.: 973-882-3982 Date: 3/1/2013

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

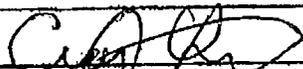
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY: Let's Think Wireless, LLC

SIGNATURE:  DATE: 3/1/2013

PRINT NAME: Craig Lerman 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: Let's Think Wireless, LLC

P.O. Box 628  
Address: 26 Chapin Road - Unit # 112, Pine Brook, NJ, 07058

Telephone No.: 973-882-3982

Contact Name: Craig Lerman

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.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

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

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

Business Name: Let's Think Wireless, LLC

Address: P.O. Box 628  
26 Chapin Road - Unit # 1112, Pine Brook, NJ, 07058

Telephone No.: 973-882-3982

Contact Name: Craig Lerman

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.

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT 37795**

Certification

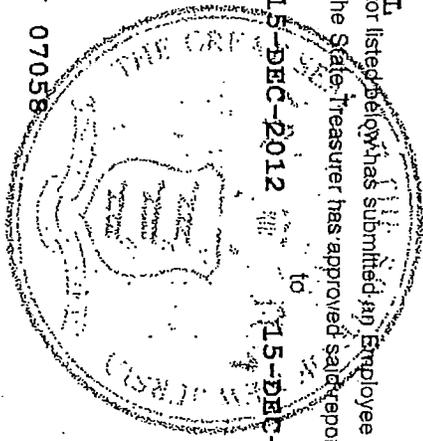
**RENEWAL**  
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-DEC-2012 to 15-DEC-2019

LET'S THINK WIRELESS  
P.O. BOX 628  
PINEBROOK

NJ 07058

Andrew P. Sidamon-Eristoff  
State Treasurer



A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff".



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

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:  
LET'S THINK WIRELESS, LLC

TRADE NAME:

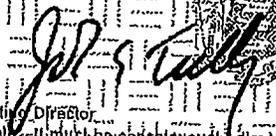
TAXPAYER IDENTIFICATION#:  
352-226-7937000

SEQUENCE NUMBER:  
1058043

ADDRESS:  
30 CHARIN RD UNIT 1209  
PINE BROOK NJ 07056

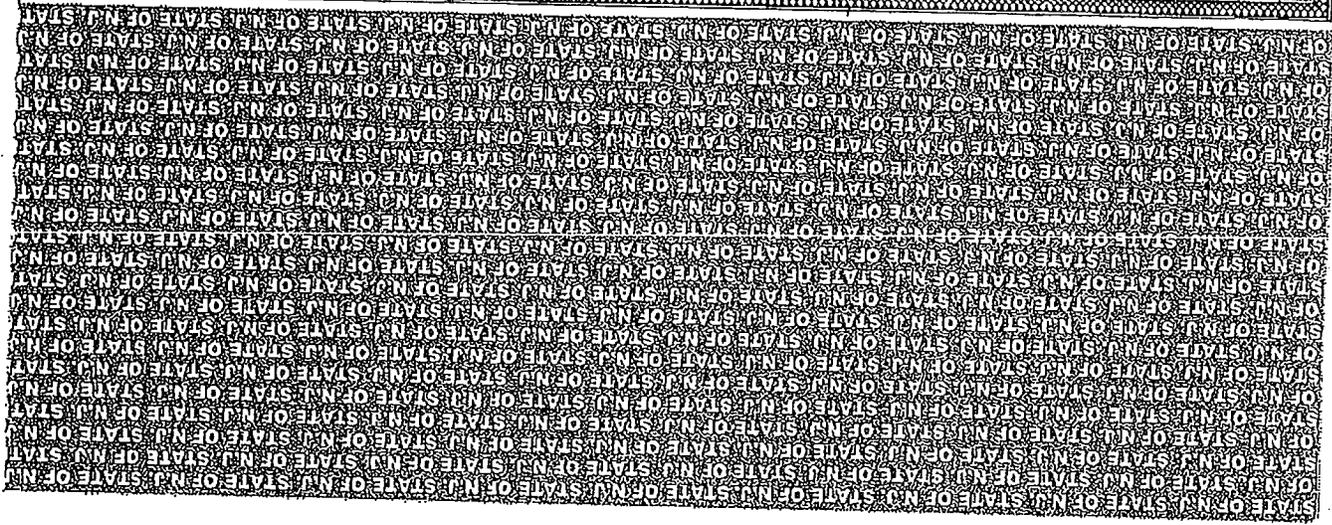
ISSUANCE DATE:  
05/06/04

EFFECTIVE DATE:  
03/08/04



FORM-BRC(08-01)

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



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

City Clerk File No. Res. 13.453

Agenda No. 10.Z.21

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CDW GOVERNMENT INC. MAINTENANCE OF CISCO EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, the Division of Information Technology requires **Maintenance of Cisco Switches, Routers and Firewalls utilized in City's PC Network LANS and WANS**; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, CDW Government Inc., 2 Enterprise Drive, Suite 404, Shelton, Connecticut 06484 is an authorized dealer and distributor of Cisco in possession of State Contract No. **A83083**, submitted a proposal for **Cisco Maintenance**; and

**WHEREAS**, funds are available for this contract in Administration, Information Technology/Contractual Services Fund:

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 01-201-20-140-314 | 110146 | A83083         | \$22,821.79    |

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **CDW Government Inc.**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

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

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

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

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CDW GOVERNMENT INC. MAINTENANCE OF CISCO EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, CDW Government Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that CDW Government Inc. has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit CDW Government Inc. from making any reportable contributions during the term of the contract; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

| Account           | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 01-201-20-140-314 | 110146 | A83083         | \$22,821.79    |

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
6/6/13

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 |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 6.19.13       |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

## LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of the 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 AWARD OF A CONTRACT TO CDW GOVERNMENT INC. MAINTENANCE OF CISCO EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

Peter Folgado, Purchasing Agent - Robert Magro, IT Director

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

Cisco Smartnet maintenance for Cisco PC network switches, routers and firewalls

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

To maintain uninterrupted operation of City PC local area networks/wide area network

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

Continued uninterrupted operation of City offices using network attached PCs and delivering services to constituents

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

\$22,821.79

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

Upon adoption by the Jersey City Municipal Council.

8. **Anticipated completion date:**

ASAP

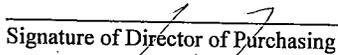
9. **Person responsible for coordinating proposed program, project, etc.:** Robert Magro, IT Director

10. **Additional comments:** Resolution proposed at the recommendation of Robert Magro, IT Director

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

  
Signature Division Director

6-10-13  
Date

  
Signature of Director of Purchasing

6/10/13  
Date



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

**PURCHASE ORDER NUMBER**  
**110146**

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

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

**REQUISITION # 0162284**  
**BUYER STATECONT**

|            |            |
|------------|------------|
| DATE       | VENDOR NO. |
| 06/07/2013 | CD088900   |

**VENDOR INFORMATION**

**CDW GOVERNMENT INC**  
**2 ENTERPRISE DRIVE, STE 404**  
**SHELTON CT 06484**

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

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

| QUANTITY | UNIT | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                          | ACCOUNT NUMBER    | UNIT PRICE  | EXTENDED PRICE |
|----------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|----------------|
| 1.00     | NA   | <b>SMARTNET MAINT.</b><br><b>CISCO SMARTNET MAINTENANCE</b><br><b>OF CISCO SWITCHES, ROUTERS, FIREWALLS</b><br><b>UTILIZED IN CITY PC NETWORK LANS, WANS</b><br><br><b>TERM : 7-1-13 TO 12-31-13</b><br><br><b>CDW QUOTE # 4333597</b><br><br><b>CDW GOVERNMENT IS AN AUTHORIZED</b><br><b>DEALER/DISTRIBUTOR OF</b><br><br><b>M-7000: DATA COMMUNICATIONS EQUIPMENT</b><br><br><b>SC A83083</b><br><br><b>RESO _____, D/D _____</b> | 01-201-20-140-314 | 22,821.7900 | 22,821.79      |

TAX EXEMPTION NO. **22-6002013**

**PO Total 22,821.79**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

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

|                      |
|----------------------|
| <b>Requisition #</b> |
| <b>0162284</b>       |

**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

|                      |
|----------------------|
| <b>Assigned PO #</b> |
|                      |

**Requisition**

**Vendor**  
 CDW GOVERNMENT INC  
 2 ENTERPRISE DRIVE, STE 404  
 SHELTON CT 06484

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

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

CD088900

**Contact Info**  
 ROBERT MAGRO  
 2015474274

| Quantity | UOM | Description                                                                                                                                                                                                                      | Account           | Unit Price | Total     |
|----------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|-----------|
| 1.00     | NA  | SMARTNET MAINT.<br>CISCO SMARTNET MAINTENANCE<br>MAINTENANCE OF CISCO SWITCHES, ROUTERS, FIREWALLS<br>UTILIZED IN CITY PC NETWORK LANS, WANS<br>CDW QUOTE # 4333597<br>TERM : 7-1-13 TO 12-31-13<br>WSCA CONTRACT # AR-233-73979 | 01-201-20-140-314 | 22,821.79  | 22,821.79 |

**Requisition Total 22,821.79**

Req. Date: 06/04/2013

Requested By: BOBM

Buyer Id:

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

**This Is Not A Purchase Order**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CDW GOVERNMENT LLC  
**Trade Name:**  
**Address:** 200 N MILWAUKEE AVE  
VERNON HILLS, IL 60061-1577  
**Certificate Number:** 1561883  
**Effective Date:** May 10, 2010  
**Date of Issuance:** June 07, 2013

**For Office Use Only:**

20130607150952569

**\*\* Budget Account \*\***

Fund **1** CURRENT FUND  
 G/L **201** CURRENT APPROPRIATIONS  
 Cafr **20** GENERAL GOVERNMENT  
 Subsidiary **140** INFO TECH  
 Line Item **314** CONTRACTUAL SERVICES  
 Sort Code **25** ADMINISTRATION DEPT

Budget Amount **456,660.00**  
 Revised Budget **.00**  
 Beginning Balance **456,660.00**  
 Prior YTD Expended **.00**  
 Curr. YTD Expended **401,157.01**  
 Open Encumbered **42,448.42**  
 Ending Balance **13,053.77**

Year/Period **2013 / 6**  View in Ascending Order  
 View in Descending Order

Chg. Year/Period  **/**

**.New Acct** **Previous >** **< Next**

Double-Click On An Item Below To View All Details of Corresponding Transaction

| Cd | Per. | Date      | P.O.#  | Vendor Name     | Invoice# | Description     | Debit Amount | Credit Amount |
|----|------|-----------|--------|-----------------|----------|-----------------|--------------|---------------|
| VR | 6    | 6/05/2013 | 108624 | AMBER-AIR INC.  | 2365482  | ENCUMBRANCE     | 897.00       | .00           |
| VR | 6    | 6/03/2013 | 109871 | ASSETWORKS INC  | N/A      | SOFTWARE SUPPO  | 3,500.00     | .00           |
| VR | 6    | 6/03/2013 | 109946 | SOFTWARE HOUSE  | N/A      | SOFTWARE SUPPO  | 14,288.00    | .00           |
| VR | 6    | 5/31/2013 | 109676 | CHECKWRITER EQ  | 78116    | SEALER MAINTEN  | 1,753.00     | .00           |
| VR | 6    | 5/30/2013 | 108601 | H&L SYSTEMS INC | 913      | SOFTWARE SUPPO  | 10,416.66    | .00           |
| VR | 5    | 5/29/2013 | 109382 | SUNGARD PUBLIC  | 64715    | DR SERVICES     | 2,300.00     | .00           |
| VR | 5    | 5/29/2013 | 108624 | AMBER-AIR INC.  | 2365269  | ENCUMBRANCE     | 106.85       | .00           |
| VR | 5    | 5/29/2013 | 109588 | DELL MARKETING  | XJ3D64T8 | EMAIL ARCHIVING | 49,656.00    | .00           |
| VR | 5    | 5/29/2013 | 109382 | SUNGARD PUBLIC  | *        | DR SERVICES     | 11,500.00    | .00           |
| VR | 5    | 5/08/2013 | 108708 | PARK PLACE INTE | *        | SERVER MAINTEN  | 19,467.08    | .00           |
| VR | 5    | 5/08/2013 | 108601 | H&L SYSTEMS INC | 907      | SOFTWARE SUPPO  | 10,416.66    | .00           |
| VR | 5    | 5/08/2013 | 108595 | NETWORK MANAG   | NMS7557  | NET SUPPORT SER | 38,400.00    | .00           |
| VR | 4    | 4/24/2013 | 109414 | SOFTWARE HOUSE  | B009983  | FATPIPE MAINTEN | 16,566.24    | .00           |
| VR | 4    | 4/24/2013 | 109389 | SOFTWARE HOUSE  | B010009  | SOFTWARE SUPPO  | 8,710.80     | .00           |
| VR | 4    | 4/24/2013 | 109388 | SOFTWARE HOUSE  | B009956  | SOFTWARE SUPPO  | 6,971.99     | .00           |
| VR | 4    | 4/24/2013 | 108600 | ASTRO TECH      | JCDP-085 | SYSTEM SUPPORT  | 6,189.00     | .00           |
| VR | 4    | 4/24/2013 | 109386 | ENVIRONMENTAL   | Q2631021 | SOFTWARE SUPPO  | 10,153.00    | .00           |

**Print Account**

**View Open Enc**

**View Lgl Line**



**SMARTnet RENEWAL QUOTE FOR JERSEY CITY METAL  
EFFECTIVE COVERAGE CO-TERMED THROUGH DECEMBER 31, 2013**

Please Note: This Quote is valid for 60 days from the Quote Date.  
Quotes Generated On: May 30, 2013

\*CDW Confidential



CDW  
Account Manager: Mike Truncone  
2 Enterprise Dr.  
Suite 404  
Shelton, CT 06484  
(203) 851-7141 phone

| Contract Type | Contract Number | Quote Number | Service Description  | Annual Cost  | Prorated Cost | Discount Cost |
|---------------|-----------------|--------------|----------------------|--------------|---------------|---------------|
| SNT           | NEW             | 4333597      | 8x5Next Business Day | \$ 27,719.00 | \$ 9,603.44   | \$ 9,603.44   |
| SNTP          | NEW             | 4333597      | Premium 24x7x4       | \$ 48,229.00 | \$ 13,218.35  | \$ 13,218.35  |

Total:

\$ 75,948.00

\$ 22,821.79

Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless

**Acceptance of Terms and Conditions of Sales and Services**

By ordering or accepting delivery of Products from Seller or by engaging Seller to perform or to procure Services on behalf of Customer, Customer thereby signifies its agreement with Seller: (i) that the terms and conditions governing any such transaction ("Transaction") are those contained on Seller's website at www.cdw.com under the title, "Terms and Conditions of Product Sales and Service Projects", except if there is an effective written agreement between the parties applicable to the Transaction, then the terms and conditions governing the Transaction are those contained in such effective written agreement; and (ii) that if Customer delivers or conveys to Seller by any means: (a) any additional terms or conditions; or (b) any terms or conditions that differ in any respect, material or otherwise, from those governing the Transaction, then such terms or conditions will be null and void unless accepted in a writing executed by the authorized signatories of both parties.



SMARTnet RENEWAL QUOTE FOR CITY OF JERSEY CITY  
 EFFECTIVE COVERAGE CO-TERMED THROUGH DECEMBER 31, 2013  
 Quote Number: 4333597  
 Contract Number: NEW  
 Premium 24x7x4 (SNTT)



| Site ID#  | Location      | Item Name   | Description                                                     | Serial Number | Begin Date | End Date  | Annual Cost  | Pro-rated Cost | Discount | Discounted Cost |
|-----------|---------------|-------------|-----------------------------------------------------------------|---------------|------------|-----------|--------------|----------------|----------|-----------------|
| 403998888 | *JERSEY CITY* | WS-C6509-E  | Catalyst 6500 Enhanced 9-slot chassis, 14RU, no PS, no Fan Tray | SMG1202N0XF   | 1-Sep-13   | 31-Dec-13 | \$ 10,920.00 | \$ 3,649.97    | 0%       | \$ 3,649.97     |
| 40355732  | *JERSEY CITY* | WS-C4506    | Cisco Catalyst 4506 - switch - rack-mountable                   | FOX103904Z1   | 1-Sep-13   | 31-Dec-13 | \$ 2,957.00  | \$ 988.37      | 0%       | \$ 988.37       |
| 401830592 | *JERSEY CITY* | WS-C6509-E= | Catalyst 6500 Enhanced 9-slot chassis, 14RU, no PS, no Fan Tray | SMG1642N04S   | 7-Dec-13   | 31-Dec-13 | \$ 10,920.00 | \$ 747.95      | 0%       | \$ 747.95       |
| 403998888 | *JERSEY CITY* | WS-C6509    | 24x7x4 Service Catalyst 6509                                    | SMG08921A07L  | 1-Sep-13   | 31-Dec-13 | \$ 20,475.00 | \$ 6,843.70    | 0%       | \$ 6,843.70     |
| 401830590 | *JERSEY CITY* | WS-C4506    | Cisco Catalyst 4506 - switch - rack-mountable                   | FOX104005MU   | 1-Sep-13   | 31-Dec-13 | \$ 2,957.00  | \$ 988.37      | 0%       | \$ 988.37       |

Total:

\$ 13,218.35

|           |                       |                                                                 |
|-----------|-----------------------|-----------------------------------------------------------------|
| Site ID#  | Site Name             | Address                                                         |
| 401830590 | *CITY OF JERSEY CITY* | *30 MONTGOMERY STREET*, **, *JERSEY CITY*, "NJ", 07306          |
| 403998888 | *CITY OF JERSEY CITY* | *1 JOURNAL SQUARE PLAZA*, *INFORMATION TECHNOLOGY, 3RD          |
| 401830592 | *CITY OF JERSEY CITY* | *280 GROVE*, **, **, *JERSEY CITY*, "NJ", 07306                 |
| 40355732  | *CITY OF JERSEY CITY* | *575 ROUTE 440*, *ARCHITECTURE*, **, *JERSEY CITY*, "NJ", 07305 |



State of New Jersey  
Department of the Treasury  
— Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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### TERM CONTRACT SEARCH BY TNUMBER

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| T-Number             | Title                         | Vendor               | Contract # |
|----------------------|-------------------------------|----------------------|------------|
| M7000 13-<br>r-22918 | DATA COMMUNICATIONS EQUIPMENT | CISCO<br>SYSTEMS INC | 83083      |
|                      |                               |                      | TOP        |



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|                                                                                     |                                                                                             |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
|                                                                                     | SYSTEMS INC<br>1745 TECHNOLOGY DR<br>SAN JOSE, CA 95110                                     |
| <b>Contact Person:</b>                                                              | TANIA CRAYTHORNE                                                                            |
| <b>Contact Phone:</b>                                                               | 408-333-6226                                                                                |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                                |
| <b>Contract#:</b>                                                                   | 83084                                                                                       |
| <b>Expiration Date:</b>                                                             | 05/31/14                                                                                    |
| <b>Terms:</b>                                                                       | NONE                                                                                        |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                                 |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                                          |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                                          |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                                          |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                                         |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                                             |
|                                                                                     |                                                                                             |
| <b>Vendor Name &amp; Address:</b>                                                   | CISCO SYSTEMS INC<br>170 W EST TASMAN DR<br>SAN JOSE, CA 95134                              |
| <b>Contact Person:</b>                                                              | MIKE SLOAN                                                                                  |
| <b>Contact Phone:</b>                                                               | 732-635-4346                                                                                |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                                |
| <b>Contract#:</b>                                                                   | 83083                                                                                       |
| <b>Expiration Date:</b>                                                             | 05/31/14                                                                                    |
| <b>Terms:</b>                                                                       | NONE                                                                                        |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                                 |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                                          |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                                          |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                                          |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                                         |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                                             |
|                                                                                     |                                                                                             |
| <b>Vendor Name &amp; Address:</b>                                                   | ENTERASYS NETWORKS INC<br>50 MINUTEMAN RD<br>ANDOVER, MA 01810-1008                         |
| <b>Contact Person:</b>                                                              | UNKNOWN                                                                                     |
| <b>Contact Phone:</b>                                                               | 000-000-0000                                                                                |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                                |
| <b>Contract#:</b>                                                                   | 83090                                                                                       |
| <b>Expiration Date:</b>                                                             | 05/31/14                                                                                    |
| <b>Terms:</b>                                                                       | NONE                                                                                        |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                                 |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                                          |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                                          |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                                          |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                                         |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                                             |
|                                                                                     |                                                                                             |
| <b>Vendor Name &amp; Address:</b>                                                   | EXTREME NETWORKS<br>FOUR TOWER BRIDGE<br>200 BARR HARBOR DR/400<br>W CONSHOHOCKEN, PA 19428 |

|                                                                                     |              |
|-------------------------------------------------------------------------------------|--------------|
| <b>Order Fax:</b>                                                                   | 000-000-0000 |
| <b>Contract#:</b>                                                                   | 83087        |
| <b>Expiration Date:</b>                                                             | 05/31/14     |
| <b>Terms:</b>                                                                       | NONE         |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO  |
| <b>Small Business Enterprise:</b>                                                   | NO           |
| <b>Minority Business Enterprise:</b>                                                | NO           |
| <b>Women Business Enterprise:</b>                                                   | NO           |
| <b>Cooperative Purchasing *:</b>                                                    | YES          |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |              |

| <b>AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS</b> |                                                                             |
|--------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>Contract#:</b> 83081                                                  | <b>Title:</b> DATA COMMUNICATIONS EQUIPMENT                                 |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | CDW GOVERNMENT LLC<br>230 N M ILW AUKEE AVE<br>VERNON HILLS IL 60061-9740   |
| <b>Contact Person:</b>                                                   | JOHN MAZELLA                                                                |
| <b>Contact Phone:</b>                                                    | 866-776-7415                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | EPLUS TECHNOLOGY INC<br>642 NEW TOWN YARDLEY RD<br>NEW TOWN PA 18940        |
| <b>Contact Person:</b>                                                   | GEORGE PASHARDIS                                                            |
| <b>Contact Phone:</b>                                                    | 609-528-8912                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | GOVCONNECTION INC<br>2150 POST RD<br>FAIRFIELD CT 06824                     |
| <b>Contact Person:</b>                                                   | JEFF LEVIN                                                                  |
| <b>Contact Phone:</b>                                                    | 800-800-0019                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | SHI INTERNATIONAL CORP<br>290 DAVIDSON AVE<br>SOMERSET NJ 08873             |
| <b>Contact Person:</b>                                                   | KATIE OKANE                                                                 |
| <b>Contact Phone:</b>                                                    | 732-868-5904                                                                |
| <b>Contract#:</b> 83083                                                  | <b>Title:</b> DATA COMMUNICATIONS EQUIPMENT                                 |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | ASPIRE TECHNOLOGY PARTNERS<br>100 VILLAGE COURT 3FL<br>HAZLET NJ 07730      |
| <b>Contact Person:</b>                                                   | FROST SCHROEDER                                                             |
| <b>Contact Phone:</b>                                                    | 732-847-9612                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | BLUEW ATER COMMUNICATIONS<br>110 PARKWAY DRIVE S<br>HAUPPAUGE NY 11788-2012 |
| <b>Contact Person:</b>                                                   | DARREN CHANG                                                                |
| <b>Contact Phone:</b>                                                    | 631-656-7624                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | CDW GOVERNMENT LLC<br>230 N M ILW AUKEE AVE<br>VERNON HILLS IL 60061-9740   |
| <b>Contact Person:</b>                                                   | JOHN MAZELLA                                                                |
| <b>Contact Phone:</b>                                                    | 866-776-7415                                                                |
| <b>Dealer/Distributor Name &amp; Address:</b>                            | CONTINENTAL RESOURCES INC<br>27 WORLDS FAIR DR<br>SOMERSET NJ 08873         |
| <b>Contact Person:</b>                                                   | LOU DEMARCO                                                                 |

| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                              | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------|------------|------------|
| 00009                            | COMM CODE: 206-64-077632<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 9 - OPTICAL/SONET NETWORKING SYSTEM<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                                   | 1.000                         | EACH | NET        | N/A        |
| 00010                            | COMM CODE: 206-64-077633<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 10 - APPLICATION FRONT END PRODUCTS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                                   | 1.000                         | EACH | NET        | N/A        |
| 00011                            | COMM CODE: 920-37-077634<br>[DATA PROCESSING, COMPUTER, PROGRAMMING, ...]<br><br>ITEM DESCRIPTION:<br>NETW ORK-RELATED SERVICES SUCH AS:<br>NETW ORK-CENTRIC DESIGN AND PLANNING;<br>NETW ORK-CENTRIC INSTALLATION, CONFIGURATION OR MIGRATION;<br>NETW ORK TESTING; NETW ORK MAINTENANCE OR W ARRANTY<br>NETW ORK TECHNICAL SUPPORT;<br>NETW ORK TRAINING<br>DELIVERY: 30 DAYS ARO | 1.000                         | EACH | NET        | N/A        |
| <b>Vendor: CISCO SYSTEMS INC</b> |                                                                                                                                                                                                                                                                                                                                                                                     | <b>Contract Number: 83083</b> |      |            |            |
| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                              | EST QUANTITY                  | UNIT | % DISCOUNT | UNIT PRICE |
| 00001                            | COMM CODE: 206-64-077584<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 1 - ROUTERS; BRIDGES; MODEMS; SERIAL INTERFACE CARDS; WAN INTERFACE CARDS (W IC); TRANCEIVERS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                         | 1.000                         | EACH | NET        | N/A        |
| 00002                            | COMM CODE: 206-64-077625<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 1 - ROUTERS; BRIDGES; MODEMS; SERIAL INTERFACE CARDS; WAN INTERFACE CARDS (W IC); TRANCEIVERS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                         | 1.000                         | EACH | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                       | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
|       | ITEM DESCRIPTION:<br>AREA 2 - SWITCHES; NETWORK ADAPTORS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                                                                                                                                                               |              |      |            |            |
| 00003 | COMM CODE: 206-64-077626<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 3 - WIRELESS ETHERNET; ALL WIRELESS PRODUCTS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                                                                   | 1.000        | EACH | NET        | N/A        |
|       | ITEM DESCRIPTION:<br>AREA 4 - SECURITY EQUIPMENT & SOLUTIONS<br>FIREWALLS; DOMAIN NAME SYSTEM (DNS)<br>SERVER; NETWORK ALARM SYSTEMS; SECURE SOCKET LAYER (SSL); VIRTUAL PRIVATE NETWORK (VPN) APPLIANCE<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                               |              |      |            |            |
| 00004 | COMM CODE: 206-64-077627<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 4 - SECURITY EQUIPMENT & SOLUTIONS<br>FIREWALLS; DOMAIN NAME SYSTEM (DNS)<br>SERVER; NETWORK ALARM SYSTEMS; SECURE SOCKET LAYER (SSL); VIRTUAL PRIVATE NETWORK (VPN) APPLIANCE<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO | 1.000        | EACH | NET        | N/A        |
|       | ITEM DESCRIPTION:<br>AREA 5 - MONITORING AND MANAGEMENT SOLUTIONS; NETWORK MANAGEMENT APPLIANCES<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                                                                                                                       |              |      |            |            |
| 00005 | COMM CODE: 206-64-077628<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 5 - MONITORING AND MANAGEMENT SOLUTIONS; NETWORK MANAGEMENT APPLIANCES<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                                         | 1.000        | EACH | NET        | N/A        |
|       | ITEM DESCRIPTION:<br>AREA 6 - OTHER NETWORK-CENTRIC SOLUTIONS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA,                                                                                                                                                                                                                                                                                           |              |      |            |            |
| 00006 | COMM CODE: 206-64-077629<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 6 - OTHER NETWORK-CENTRIC SOLUTIONS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA,                                                                                                                                                                                                             | 1.000        | EACH | NET        | N/A        |

| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                         | EST QUANTITY | UNIT | % DISCOUNT | UNIT PRICE |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------|------------|------------|
| 00007 | PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO<br>COMM CODE: 206-64-077630<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br>ITEM DESCRIPTION:<br>AREA 7 - MULTI-FUNCTION SOLUTIONS, WHICH INCLUDES PRODUCTS THAT ARE MERGING INTO MULTI-FUNCTION PLATFORMS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                | 1.000        | EACH | NET        | N/A        |
| 00008 | PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO<br>COMM CODE: 206-64-077631<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br>ITEM DESCRIPTION:<br>AREA 8 - DENSE WAVE NETWORKING SYSTEMS INCLUDES WAVELENGTH-DIVISION MULTIPLEXING (WDM) OR DIVISIONAL WDM (DWDM) PRODUCTS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO | 1.000        | EACH | NET        | N/A        |
| 00009 | PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO<br>COMM CODE: 206-64-077632<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br>ITEM DESCRIPTION:<br>AREA 9 - OPTICAL/SONET NETWORKING SYSTEM FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                 | 1.000        | EACH | NET        | N/A        |
| 00010 | PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO<br>COMM CODE: 206-64-077633<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br>ITEM DESCRIPTION:<br>AREA 10 - APPLICATION FRONT END PRODUCTS FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                                 | 1.000        | EACH | NET        | N/A        |
| 00011 | PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO<br>COMM CODE: 920-37-077634<br>[DATA PROCESSING, COMPUTER,                                                                                                                                                                                                                                                                                                    | 1.000        | EACH | NET        | N/A        |

| PROGRAMMING, ...]                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                             |              |                        |            |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------|------------|------------|
| ITEM DESCRIPTION:<br>NETW ORK-RELATED SERVICES SUCH AS:<br>NETW ORK-CENTRIC DESIGN AND PLANNING ;<br>NETW ORK-CENTRIC INSTALLATION, CONFIGURATION OR MIGRATION;<br>NETW ORK TESTING ; NETW ORK MAINTENANCE OR W ARRANTY<br>NETW ORK TECHNICAL SUPPORT;<br>NETW ORK TRAINING<br>DELIVERY: 30 DAYS ARO |                                                                                                                                                                                                                                                                                                                                             |              |                        |            |            |
| Vendor: ENTERASYS NETWORKS INC                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                             |              | Contract Number: 83090 |            |            |
| LINE#                                                                                                                                                                                                                                                                                                | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                      | EST QUANTITY | UNIT                   | % DISCOUNT | UNIT PRICE |
| 00001                                                                                                                                                                                                                                                                                                | COMM CODE: 206-64-077584<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 1 - ROUTERS; BRIDGES; MODEMS; SERIAL INTERFACE CARDS; WAN INTERFACE CARDS (W IC); TRANCEIVERS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO | 1.000        | EA                     | NET        | N/A        |
| LINE#                                                                                                                                                                                                                                                                                                | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                      | EST QUANTITY | UNIT                   | % DISCOUNT | UNIT PRICE |
| 00002                                                                                                                                                                                                                                                                                                | COMM CODE: 206-64-077625<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 2 - SWITCHES; NETWORK ADAPTORS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                                | 1.000        | EA                     | NET        | N/A        |
| LINE#                                                                                                                                                                                                                                                                                                | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                      | EST QUANTITY | UNIT                   | % DISCOUNT | UNIT PRICE |
| 00003                                                                                                                                                                                                                                                                                                | COMM CODE: 206-64-077626<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 3 - WIRELESS ETHERNET; ALL WIRELESS PRODUCTS<br>FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED IN THIS AREA, PLEASE REFER TO THE METHOD OF OPERATION<br>DELIVERY: 30 DAYS ARO                                                  | 1.000        | EA                     | NET        | N/A        |
| LINE#                                                                                                                                                                                                                                                                                                | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                      | EST QUANTITY | UNIT                   | % DISCOUNT | UNIT PRICE |
| 00004                                                                                                                                                                                                                                                                                                | COMM CODE: 206-64-077627<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>AREA 4 - SECURITY EQUIPMENT & SOLUTIONS                                                                                                                                                                                                  | 1.000        | EA                     | NET        | N/A        |

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CDW Government LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 12/18/2012 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract CDW Government LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CDW Government LLC

Signed [Signature] Title: Proposals Supervisor

Print Name Matthew Flood Date: 12/18/2012

Subscribed and sworn before me  
this 18 day of DEC, 2012. [Signature]  
(Affiant)

My Commission expires:

(Print name & title) MELANIE M. HENNESSEY (Corporate Seal)  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2014

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

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

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

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

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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





**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund                  |
| Friends of Kalimah H. Ahmad             | The Election Fund of Steven Fulop      |
| Election Fund of Radames Velazquez Jr.  | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano            |                                        |
| EFO David P. Donnelly J.C. Council 2010 | Healy for Mayor 2013                   |
| Friends of Nidia R. Lopez               |                                        |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

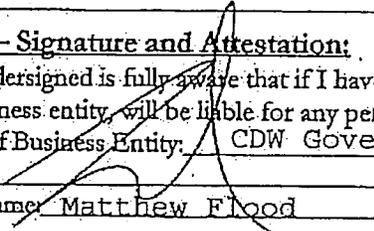
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
 Limited Liability Corporation     
 Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                                       |
|------------------------------|----------------------------------------------------|
| CDW LLC                      | 300 N. Milwaukee Avenue<br>Vernon Hills, IL. 60061 |
|                              |                                                    |
|                              |                                                    |
|                              |                                                    |
|                              |                                                    |
|                              |                                                    |
|                              |                                                    |
|                              |                                                    |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

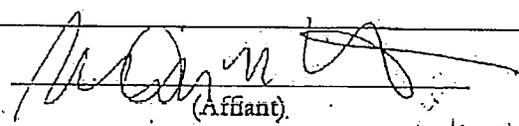
Name of Business Entity: CDW Government LLC

Signed:  Title: Proposals Supervisor

Print Name: Matthew Flood Date: 12/18/2012

Subscribed and sworn before me this 18 day of December, 2012

My Commission expires: August 31, 2014

  
 (Affiant)  
 (Print name & title of affiant) (Corporate Seal)  
**MELANIE M. HENNESSEY**  
**NOTARY PUBLIC**  
 MY COMMISSION EXPIRES AUG. 31, 2014

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)*

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

City Clerk File No. Res. 13.454

Agenda No. 10.Z.22

Approved: JUN 19 2013

TITLE:



## RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DECATUR ELECTRONICS, INC. FOR ONSITE RADAR SPEED AND MESSAGING TRAILERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE

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

**WHEREAS**, the Department of Police is need of **Radar Speed and Messaging Trailers** which send motorists the information they need to keep the streets and community safe, while freeing Officers to patrol elsewhere; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Decatur Electronics, Inc., 3433 East Wood Street, Phoenix, Arizona 85040 is an authorized vendor in the state of New Jersey and is in possession of State Contract No. A81314, submitted a proposal for **OnSite 400 Radar Speed and Messaging Trailers**; and

**WHEREAS**, funds are available for this contract in Federal and State Grant Fund:

Account	P.O. #	State Contract	Total Contract
02-213-41-191-217	110128	A81314	\$44,170.00

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **Decatur Electronics, Inc.**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

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

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

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

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DECATUR ELECTRONICS, INC. FOR ONSITE RADAR SPEED AND MESSAGING TRAILERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE**

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

**WHEREAS**, Decatur Electronics, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Decatur Electronics, Inc. has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Decatur Electronics, Inc. from making any reportable contributions during the term of the contract; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-41-191-217.

Account	P.O. #	State Contract	Total Contract
02-213-41-191-217	110128	A81314	\$44,170.00

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
6/4/13

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

APPROVED AS TO LEGAL FORM

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

\_\_\_\_\_  
Assst. Corporation Counsel

Certification Required

Not Required

APPROVED 9-0  
6.19.13

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

## LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of the 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 AWARD OF A CONTRACT TO DECATUR ELECTRONICS, INC. FOR ONSITE RADAR SPEED AND MESSAGING TRAILERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE

**2. Name and title of person initiating ordinance/resolution, etc.:** Robert Kakoleski, Acting Director of the Jersey City Police Department.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:** Radar Speed and Messaging Trailers

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

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DECATUR ELECTRONICS, INC. FOR ONSITE RADAR SPEED AND MESSAGING TRAILERS UNDER STATE CONTRACT FOR THE DEPARTMENT OF POLICE

**5. Anticipated benefits to the community:** Radar Speed and Messaging Trailers send motorists the information they need to keep the streets and community safe, while freeing Officers to patrol elsewhere.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match an in-kind contributions):** The cost of this contract is Forty Four Thousand, One Hundred Seventy Dollars (\$44,170.00)

**7. Date the proposed program, or project will commence:** Upon adoption by the Jersey City Municipal Council.

**8. Anticipated completion date:** ASAP

**9. Person responsible for coordinating proposed program, project, etc.:** Robert Kakoleski, Acting Director, Jersey City Police Department.

**10. Additional comments:** Resolution proposed at the recommendation of the Acting Director of the Jersey City Police Department.

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 Acting Department Director

6-4-13

Date

Signature of Director of Purchasing

Date



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER  
**110128**

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

## PURCHASE ORDER & VOUCHER

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

REQUISITION # **0161733**  
BUYER **STATECONT**

DATE	VENDOR NO.
06/05/2013	DE140315

### VENDOR INFORMATION

DECATUR ELECTRONICS, INC.  
3433 EAST WOOD STREET

PHOENIX AZ 85040



DELIVER TO  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

BILL TO  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
3.00	EA	S792-500D-0 3 ONSITE 400 RADAR TRAILER OS-400 WARRANTY 1 YEAR US USER MANUAL ONSITE 400/MPH	02-213-41-191-217	7,675.0000	23,025.00
3.00	EA	S792-600-0 3 SOLAR PANEL OPTION, PANEL ONE	02-213-41-191-217	600.0000	1,800.00
3.00	EA	S792-603-0 SOLAR PANEL OPTION, PANEL TWO	02-213-41-191-217	600.0000	1,800.00
3.00	EA	S792-632A-0 ADDITIONAL HI CAP BATT OPTION	02-213-41-191-217	525.0000	1,575.00
3.00	EA	S792-625-0 EZ-STAT COMPLETE PACK - ONSITE	02-213-41-191-217	695.0000	2,085.00
3.00	EA	S792-92-0 RU2 ONE LINE SIGN OPTION	02-213-41-191-217	3,795.0000	11,385.00
1.00	EA	FREIGHT	02-213-41-191-217	2,500.0000	2,500.00

TAX EXEMPTION NO. 22-6002013

PO Total Continued >>>

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

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



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER  
**110128**

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

## PURCHASE ORDER & VOUCHER

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

REQUISITION # **0161733**  
BUYER **STATECONT**

DATE	VENDOR NO
06/05/2013	DE140315

### VENDOR INFORMATION

**DECATUR ELECTRONICS, INC.**  
3433 EAST WOOD STREET  
  
PHOENIX AZ 85040

DELIVER TO  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

BILL TO  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
		CONTACT JOHN TKACZJK: JCPD SUPPORT SERVICES 73-85 BISHOP STREET 201-547-5997  T-0106: POLICE & HOMELAND SECURITY EQUIPMENT & SUPPLIES - STATEWIDE  SC A81314  LINE: 00232, COMM CODE: 680-97-021432  QUOTE: QT00002399  RESO _____, D/D _____			

TAX EXEMPTION NO. 22-6002013

PO Total 44,170.00

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X** \_\_\_\_\_  
VENDOR SIGN HERE

\_\_\_\_\_  
OFFICIAL POSITION DATE

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

\_\_\_\_\_  
TITLE OR POSITION DATE

\_\_\_\_\_  
APPROVED BY THE PURCHASING AGENT DATE

\_\_\_\_\_  
APPROVED BY ACCOUNTS & CONTROL DATE

**Original Copy**

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

**Requisition #**  
0161733

**CITY OF JERSEY CITY**  
1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

**Assigned PO #**  
110128

**Requisition**

**Vendor**  
DECATUR ELECTRONICS, INC.  
3433 EAST WOOD STREET  
PHOENIX AZ 85040

**Dept. Bill To**  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY

**Dept. Ship To**  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

DE140315

**Contact Info**  
ELYSE GIBBS X 5413  
000000000.

SC  
FA

Quantity	UOM	Description	Account	Unit Price	Total
3.00	EA	S792-500D-0 3 ONSITE 400 RADAR TRAILER OS-400 WARRANTY 1 YEAR US USER MANUAL ONSITE 400/MPH	0221341191217065	7,675.00	23,025.00
3.00	EA	S792-600-0 3 SOLAR PANEL OPTION, PANEL ONE	0221341191217065	600.00	1,800.00
3.00	EA	S792-603-0 SOLAR PANEL OPTION, PANEL TWO	0221341191217065	600.00	1,800.00
3.00	EA	S792-632A-0 ADDITIONAL HI CAP BATT OPTION	0221341191217065	525.00	1,575.00
3.00	EA	S792-625-0 EZ-STAT COMPLETE PACK - ONSITE	0221341191217065	695.00	2,085.00
3.00	EA	S792-92-0 RU2 ONE LINE SIGN OPTION	0221341191217065	3,795.00	11,385.00
1.00	EA	FREIGHT	0221341191217065	2,500.00	2,500.00

CONTACT JOHN TKACZJK:  
JCPD SUPPORT SERVICES  
73-85 BISHOP STREET  
201-547-5997

T-0106: POLICE & HOMELAND SECURITY EQUIPMENT  
& SUPPLIES - STATEWIDE

SC A81314

LINE: 00232, COMM CODE: 680-97-021432

QUOTE: QT00002399

RESO \_\_\_\_\_, D/D \_\_\_\_\_

**Requisition Total 44,170.00**

Req. Date: 04/10/2013

Requested By: EGIBBS

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

Buyer Id:

**This Is Not A Purchase Order**



# Quotation

Date Mar 25, 2013	Page 1
Order Number QT00002399	
Quote Expiration Date 5/24/2013	

3433 East Wood Street  
Phoenix, AZ 85040  
Phone: (888) 428-4315  
Fax: (602) 621-4200

**Sold To:**

JERSEY CITY POLICE DEPARTMENT  
8 ERIE STREET  
JERSEY CITY, NJ 07302  
US

**Ship To:**

JERSEY CITY POLICE DEPARTMENT  
8 ERIE STREET  
JERSEY CITY, NJ, 07302  
US

Reference	PO Number	Customer No.	Salesperson	Salesperson	Order Date	Ship Via	Terms
NJ Contract # A81314		NJJ07305	JSS		Mar 25, 2013	GND	NET30

Qty. Ord.	Vendor Part Number	Description	Unit Price	Extended Price
3	ONSITE 400 / MPH S792-500D-0 WARR 1 US MANUAL	ONSITE 400 RADAR TRAILER OS-400 RADAR TRAILER WARRANTY 1 YEAR US USER MANUAL	7,675.00	23,025.00
3	S792-600-0 /	SOLAR PANEL OPTION, PANEL ONE	600.00	1,800.00
3	S792-603-0 /	SOLAR PANEL OPTION, PANEL TWO	600.00	1,800.00
3	S792-632A-0 /	ADDITIONAL HI CAP BATT OPTION	525.00	1,575.00
3	S792-625-0 /	EZ-STAT COMPLETE PACK - ONSITE	695.00	2,085.00
3	S792-92-0 / FRT /	RU2 ONE LINE SIGN OPTION FREIGHT CHARGES	3,795.00	11,385.00 2,500.00

**Terms & Conditions:**

\*Estimate is valid for 60 days.  
\*Our Installations are backed by a lifetime quality warranty.  
\*Fully Authorized Master Distributor for all lines we carry. We sell it, we back it. Period.  
\*Financing Available  
\*No returns on special order items. All other returns are subject to 25% restocking fee.  
Thank you for the opportunity to earn your business.

**Comment:**

Less	
Included Tax	0.00
Order Discount	0.00
<b>Subtotal</b>	<b>44,170.00</b>
Total sales tax	0.00
<b>Total order</b>	<b>44,170.00</b>

SIGNATURE \_\_\_\_\_

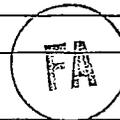
# JERSEY CITY POLICE DEPARTMENT

## DEPARTMENT REQUISITION

**Date:** March 25, 2013

**The following supplies are required for use by the  
COMPUTER UNIT at the following locations:**

Computer Unit – JCPSCC, 73-85 Bishop Street



Item No.	Quantity:	Article:	Remarks/Price:
1	3	Onsite 400 Radar Trailer OS-400 Radar Trailer Warranty 1 Year Us User Manual	\$7,675.00 Ea.
2	3	Solar Panel Option, Panel One Part# S792-600-0	\$600.00 Ea.
3	3	Solar Panel Option, Panel Two Part# S792-603-0	\$600.00 Ea.
4	3	Additional Hi Cap Batt Option Part# S792-632A-0	\$525.00 Ea.
5	3	EZ-Stat Complete Pack Onsite Part# S792-625-0	\$695.00 Ea.
6	3	RU2 One Line Sign Option Part# S792-92-0	\$3,795.00 Ea.
7	1	Freight Charges	\$2,500.00 Ea.
			Total \$44,170.00
<b>Preferred Vendor</b>			
<b>Decatur Electronics</b>			
<b>3433 East Wood Street</b>			
<b>Phoenix, AZ 85040</b>			
<b>Phone: 888-428-4315 / Fax:602-621-4200</b>			
<b>NJ State Contract # A81314</b>			

**Comments:** Radar Trailers for use of ALPR UNIT

**Requested By:** \_\_\_\_\_  
**Approved By:** \_\_\_\_\_  
**Chief of Police:** \_\_\_\_\_  
**Director of Police:** \_\_\_\_\_

*[Handwritten signatures and initials]*  
 For: Robert Fabalski

**\*\* Budget Account \*\***

Fund **2** FEDERAL & STATE GRANT FND  
 G/L **213** RES GRANTS APPROP  
 Cafr **41** CY 13  
 Subsidiary **191** ED BYRNEJAG(LETS)  
 Line Item **217** LET GRANT  
 Sort Code **65** DEPARTMENT OF POLICE  
 Year/Period **2013 / 6**  
 Chg. Year/Period  **/**

Budget Amount **315,035.00**  
 Revised Budget **.00**  
 Beginning Balance **315,035.00**  
 Prior YTD Expended **214,356.52**  
 Curr. YTD Expended **9,404.00**  
 Open Encumbered **3,918.67**  
 Ending Balance **87,355.81**

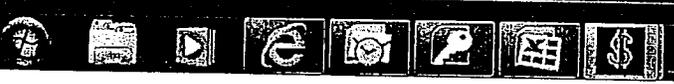
- View in Ascending Order
- View in Descending Order

**.New Acct** **Previous >** **< Next**

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cd	Per.	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VP	5	5/02/2013		LAFAYETTE INSTR		Void Ck#: 0459880	.00	9,404.00
VR	4	4/10/2013	108737	LAFAYETTE INSTR	2754	VDCK 459880	9,404.00	.00
JE	3	3/12/2013		LAFAYETTE INSTR		SHIPPING AND IN RECLASSIFY	9,404.00	.00
VR	2	2/13/2013	108768	TELCOM & DATA, I	31989	ASTERISK SERVER	.00	4,007.00
							4,007.00	.00

**Print Account** **.View Open Enc** **View Lgl Line**





Radar  
Trailers  
Video

# OnSite™ 400

Radar Speed and Messaging Trailers

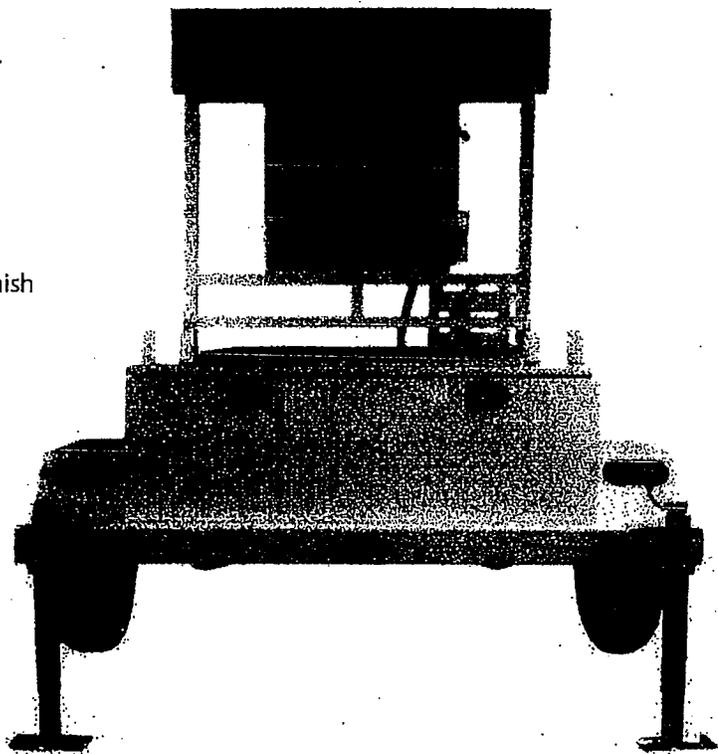
## Keep Your Streets Safe.

Send motorists the information they need with a radar and messaging trailer.

### OnSite™ 400

- Patrol Power distribution system
- Heavy duty trailer chassis
- Removable tongue for security
- 18" LED display visible from 1000 feet
- American made steel frame construction
- Graffiti and wear-resistant powder coat finish
- High speed cut-off and violation alert
- Electric folding speed display for easy transport and storage
- Secondary dedicated storage box
- Speed Limit sign with interchangeable numbers
- Two 55 Watt solar panels for extended battery life\*
- Additional high capacity batteries\*
- One-line variable messaging sign\*

\*Optional accessory



### EZ Stat\*

Add the optional EZ Stat Data Logger to track traffic. Export data to Excel and build easy-to-read, presentable charts showing traffic patterns.

[www.DecaturElectronics.com](http://www.DecaturElectronics.com)



ISO 9001:2015



Radar  
Trailers  
Video

### Decatur Electronics, Inc. OnSite™ Trailer Comparison Chart

Features	Models						
	Speed Spy	OS-75 Solar	OS-200	OS-300	OS-350	OS-400	OS-400 LPR
18" LED display, visible from 1000 feet	N/A	✓	✓	✓	✓	✓	✓
Handcrafted steel frame	N/A	N/A	✓	✓	✓	✓	✓
Handcrafted aluminum frame	N/A	✓	N/A	N/A	N/A	N/A	N/A
American made rugged construction	✓	✓	✓	✓	✓	✓	✓
Graffiti and wear-resistant powder coat finish	N/A	✓	✓	✓	✓	✓	✓
Flashing violation alert	N/A	✓	✓	✓	✓	✓	✓
Locking control box and battery compartment	✓	✓	✓	✓	✓	✓	✓
Single directional K-band radar unit	✓	✓	✓	✓	✓	✓	✓
Selectable speed-limit setting	✓	✓	✓	✓	✓	✓	✓
Clearly displays speed in mph or km	N/A	✓	✓	✓	✓	✓	✓
Torsion spring suspension	N/A	N/A	N/A	✓	✓	✓	✓
Leveling jacks to ensure stable setup	N/A	N/A	N/A	✓	✓	✓	✓
Regulatory speed-limit sign included	N/A	N/A	N/A	✓	✓	✓	✓
Removable Tongue	N/A	N/A	N/A	✓	✓	✓	✓
Standard 2-inch ball coupler tow-hitch	N/A	N/A	N/A	✓	✓	✓	✓
Solar panel to extend battery life	N/A	✓	N/A	○	✓	✓	✓
Fold down display with gas shock assist for easy deployment	N/A	N/A	N/A	✓	✓	N/A	N/A
Fold down display with electric actuator for easy deployment	N/A	N/A	N/A	N/A	N/A	✓	✓
Electric actuator to raise sign	N/A	N/A	N/A	N/A	○	○	✓
One line message sign	N/A	N/A	N/A	N/A	N/A	○	✓
Add the optional EZ Stat data logger for speed data collection	✓	○	○	○	○	○	✓
lockable storage area	N/A	N/A	✓	✓	✓	✓	✓
Dedicated lockable storage box	N/A	N/A	N/A	N/A	N/A	✓	N/A
Weight (w/o options):	17 Lbs.	50 Lbs.	135 Lbs.	680 Lbs.	925 Lbs.	1280 Lbs.	1450 Lbs.
Axle rating:	N/A	N/A	N/A	1800 Lbs.	2000 Lbs.	2000 Lbs.	2000 Lbs.
Additional high capacity battery and charger	N/A	N/A	N/A	N/A	○	○	N/A
One or two solar panels to extend battery life	N/A	N/A	N/A	○	○	○	✓
Warning flasher—additional violation speed warning	N/A	✓	N/A	○	○	○	✓
Amber direction stick—indicate directional arrows or warnings	N/A	N/A	N/A	○	○	○	✓
Custom powder coat colors available	N/A	○	○	○	○	○	✓
One 12 volt battery	✓	✓	N/A	N/A	N/A	N/A	N/A
Two 12 volt batteries & 10 amp charger	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Two 6 volt batteries & 20 amp battery charger	N/A	N/A	N/A	✓	✓	✓	N/A
Four 6 volt batteries & two 20 amp battery charger	N/A	N/A	N/A	N/A	○	○	N/A
Six 6 volt batteries & 90 amp fully automatic battery charger	N/A	N/A	N/A	N/A	N/A	N/A	✓
<b>Dimensions (in Inches)</b>							
Length	11	24 5/8	28	107 1/2	109 1/8	126 1/4	126 1/4
Length without hitch	N/A	N/A	N/A	76 1/2	78 1/8	95 1/4	95 1/4
Width	6	8 3/4	22	75 1/2	75 1/2	72 1/2	72 1/2
Height	11 1/4	26	58	37 1/2	52 5/8	52	52
Height with Display up	N/A	N/A	N/A	83	91 1/2	99 1/2	99 1/2

Legend	
✓	Standard
○	Option
N/A	Not applicable

 [www.DecaturElectronics.com](http://www.DecaturElectronics.com)



State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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### TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
<a href="#">T0106 12-x-21817</a>	POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE	DECATUR ELECTRONICS INC	81314

[TOP](#)

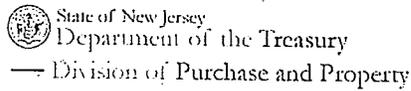


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**Notice of Award  
Term Contract(s)**

T-0106

**POLICE AND HOMELAND SECURITY EQUIPMENT  
AND SUPPLIES - STATEWIDE**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to CAROLYN WILSON

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [State Contract Manager](#) Adobe PDF (7 kb)
- [Price List Link](#)
- [Subcontractor List](#) Excel Document (90 kb)
- [Amendment #1 - Product Addition](#) Adobe PDF (76 kb)
- [Amendment #2 - Product Addition](#) Adobe PDF (30 kb)
- [Amendment #3 - Additional Distributors](#) Adobe PDF (28 kb)
- [Amendment #4 - Product Addition](#) Adobe PDF (14 kb)
- [Amendment #5 - Product Addition](#) Adobe PDF (6 mb)
- [Amendment #6 - Product Addition](#) Adobe PDF (24 kb)
- [Amendment #7 - Additional Distributors](#) Adobe PDF (12 kb)
- [Amendment #8 - Product Addition](#) Adobe PDF (48 kb)
- [Amendment #9 - Additional Distributors](#) Adobe PDF (15 kb)
- [Amendment #10 - Product Cancellation](#) Adobe PDF (44 kb)
- [Amendment #11 - Product Addition](#) Adobe PDF (46 kb)
- [Amendment #12 - Product Addition](#) Adobe PDF (130 kb)
- [Amendment #13 - Additional Distributors](#) Adobe PDF (12 kb)
- [Amendment #14 - Product Addition](#) Adobe PDF (26 kb)
- [Amendment #15 - Price List Update\(s\)](#) Adobe PDF (156 kb)
- [Amendment #16 - Price List Update\(s\)](#) Adobe PDF (4 mb)

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<b>Index #:</b>	T-0106
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 05/01/12 TO: 04/30/15
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	21817
<b>Bid Open Date:</b>	01/11/12
<b>CID #:</b>	1039379
<b>Commodity Code:</b>	680-04
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	DECATUR ELECTRONICS INC 3433 EAST WOOD STREET PHOENIX, AR 85040
Contact Person:	KRISTA ABERCROMBIE
Contact Phone:	217-428-4315
Order Fax:	602-621-4200
Contract#:	81314
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	DRAEGER SAFETY INC 101 TECHNOLOGY DRIVE PITTSBURGH, PA 15275
Contact Person:	KEVIN ROMITO
Contact Phone:	800-922-5518
Order Fax:	800-922-5519
Contract#:	81301
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	EAGLE POINT GUN SHOP T J MORRIS & SON 1707 THIRD STREET THOROFARE, NJ 08086
Contact Person:	THOMAS J MORRIS
Contact Phone:	856-848-6945
Order Fax:	856-384-2938
Contract#:	81296
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	360 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	EAST COAST EMERGENCY LIGHTING 200 MECO DRIVE MILLSTONE TWP, NJ 08535
Contact Person:	DAUN BAZZUM
Contact Phone:	732-940-2211
Order Fax:	732-940-3245
Contract#:	81338
Expiration Date:	04/30/15
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

Vendor: DECATUR ELECTRONICS INC		Contract Number: 81314			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00232	COMM CODE: 680-97-021432 (POLICE AND PRISON EQUIPMENT AND SUPPLIES)  ITEM DESCRIPTION: AUDIBLE & VISUAL EMERGENCY SIGNAL SYSTEM BRAND: DECATUR  P/L DATED: 1/9/12 - OFFICIAL NJ P/L	1.000	EACH	NET	N/A
Vendor: DRAEGER SAFETY INC		Contract Number: 81301			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00251	COMM CODE: 257-31-082733 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: CBRNE DETECTION BRAND: DRAEGER SAFETY  DELIVERY: 60 DAYS ARO P/L DATED: 1/1/12 - LIST	1.000	EACH	5.00%	N/A
00254	COMM CODE: 257-31-082733 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: PERSONAL PROTECTIVE CLOTHING & EQUIP. BRAND: DRAEGER SAFETY  DELIVERY: 60 DAYS ARO P/L DATED: 1/1/12 - LIST	1.000	EACH	5.00%	N/A
00259	COMM CODE: 257-31-082733 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: SEARCH AND RESCUE BRAND: DRAEGER SAFETY  DELIVERY: 60 DAYS ARO P/L DATED: 1/1/12 - LIST	1.000	EACH	5.00%	N/A
Vendor: EAGLE POINT GUN SHOP		Contract Number: 81296			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 680-04-021193 (POLICE AND PRISON EQUIPMENT AND SUPPLIES)  ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: FEDERAL  P/L DATED: 1/1/12 - LE DISTRIBUTOR LESS FET	1.000	EACH	10.00% MARKUP	N/A
00007	COMM CODE: 680-04-021206 (POLICE AND PRISON EQUIPMENT AND SUPPLIES)  ITEM DESCRIPTION: AMMUNITION - NEW BRAND: REMINGTON P/L DATED 1/1/12 - FET EXEMPT	1.000	EACH	3.00% MARKUP	N/A
00019	COMM CODE: 680-52-021223 (POLICE AND PRISON EQUIPMENT AND SUPPLIES)  ITEM DESCRIPTION: FIREARMS - SHOTGUNS, RIFLES, HANDGUNS BRAND: REMINGTON  P/L DATED: 1/1/12 - NET FED OUT	1.000	EACH	3.00% MARKUP	N/A

**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 DECATUR ELECTRONICS, INC. (name of business entity) has not made any reportable contributions in the **\*\*one-year period** preceding SEPTEMBER 23, 2008 (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 DECATUR ELECTRONICS, INC. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DECATUR ELECTRONICS, INC.

Signed Jeremy M. Moore Title: CONTROLLER

Print Name JEREMY M. MOORE Date: 3/26/13

Subscribed and sworn before me  
this 24th day of MARCH, 2013.

My Commission expires:

9/5/2013



Kimberly J. Soto, Notary Public

(Affiant)  
Kimberly J. Soto  
(Print name & title of affiant) (Corporate Seal)

Kimberly J. Soto, Notary Public  
See attached "California  
All-purpose Acknowledgment"

**\*\*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.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego } ss.

On 2/27/13, before me, Kimberly J Soto Notary Public

personally appeared Jeremy Moore

personally known to me

I appeared to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kimberly J Soto, Notary Public  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Ordinance of Jersey City, NJ

Document Date: Sept. 9, 2009. Number of Pages: 18.

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Soncell North America, LLC	750 B Street, Suite 2610, San Diego, CA 92101

**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: Decatur Electronics, Inc.

Signed: Jeremy M. Moore Title: CONTROLLER

Print Name: Jeremy M. Moore Date: 3/26/13

Subscribed and sworn before me this 27 day of March, 2013  
 My Commission expires: 9/5/13

Kimberly J. Soto, Notary Public  
Kimberly J. Soto  
 (Print name & title of affiant) (Corporate Seal)



*see attached "California all-purpose Acknowledgment"*







**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego } ss.

On 3/27/13, before me Kimberly J Soto, Notary Public

personally appeared Jeremy M. Moore

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kimberly J Soto, Notary Public  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: EEO/AFFIRMATIVE ACTION REQUIREMENTS

Document Date: 3/26/13

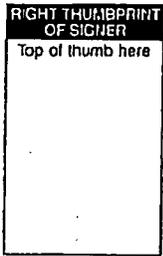
Number of Pages: 13

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

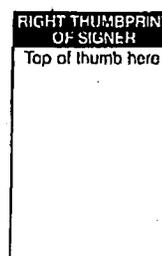
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

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

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

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

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

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

Representative's Name/Title Print: JEREMY M. MOORE / CONTROLLER  
Representative's Signature: [Signature]  
Name of Company: DECATUR ELECTRONICS, INC.  
Tel. No.: (619) 775-8789 Date: 3/26/13

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): JEREMY M. MOORE / CONTROLLER

Representative's Signature: Jeremy M. Moore

Name of Company: DECATHRE ELECTRONICS, INC.

Tel. No. (619) 795-8189 Date: 3/26/13

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

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

Representative's Name/Title (Print): \_\_\_\_\_

JEREMY M. MOORE / CONTROLLER

Representative's Signature: \_\_\_\_\_

Name of Company: DELTAIR ELECTRONICS, INC.

Tel. No. (619) 795-8789 Date: 3/26/15

NEW JERSEY FACILITY

STATE OF NEW JERSEY  
Division of Contract Compliance & Equal Employment Opportunity

**EMPLOYEE INFORMATION REPORT**

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 37-1089661

2. TYPE OF BUSINESS:  1. MFG  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 18

4. COMPANY NAME: Decatur Electronics, Inc.

5. STREET: 3433 East Wood Street CITY: Phoenix COUNTY: Maricopa STATE: AZ ZIP CODE: 85040

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONX, SO INDICATE): None CITY: STATE: ZIP CODE:

7. CHECK ONE:  SINGLE ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: \_\_\_\_\_

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 18

10. PUBLIC AGENCY AWARDED CONTRACT: CITY: COUNTY: STATE: ZIP CODE:

Official Use Only: DATE RECEIVED: INSURANCE: ASSIGNED CERTIFICATION NUMBER:

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE SUBGROUPS									
	COL. 1 TOTAL (Col. 2+3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIX.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIX.
Officials/Managers	3	3	0	0	0	0	0	3	0	0	0	0	0
Professionals	1	1	0	0	0	0	0	1	0	0	0	0	0
Technicians	2	2	0	0	0	0	0	2	0	0	0	0	0
Sales Workers	7	6	1	0	0	0	0	6	0	0	0	0	1
Office & Clerical	2	0	2	0	0	0	0	0	0	0	0	0	2
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	3	2	1	0	1	0	0	1	0	0	0	0	1
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	18	14	4	0	1	0	0	13	0	0	0	0	4
Total employment From previous Report (If Any)													
Temporary & Part- Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

0	0	0	0	0	0	0	0	0	0	0	0	0	0
---	---	---	---	---	---	---	---	---	---	---	---	---	---

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. Visual Survey  2. Employment Record  3. Other (Specify)

13. IF NO, DATE LAST REPORT SUBMITTED: MO: DAY: YEAR:

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES  2. NO

15. DATES OF PAYROLL PERIOD USED: From: 2/15/13 To: 3/1/13

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): JEREMY M. MOORE SIGNATURE: [Signature] TITLE: Controller DATE: 02/26/2013

17. ADDRESS NO & STREET: 750 B St. CITY: San Diego COUNTY: San Diego STATE: CA ZIP CODE: 92101 PHONE (AREA CODE, NO., EXTENSION): (619) 795-8789

**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: DECATUR ELECTRONICS, INC.

Address: 3433 E. WOOD ST

Telephone No.: (800) 428-4315

Contact Name: JEREMY M. MOORE

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

**DIVISION OF PURCHASING COPY**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DECATUR ELECTRONICS, INC.

**Trade Name:**

**Address:** 3433 EAST WOOD ST  
PHOENIX, AZ 85040

**Certificate Number:** 1089146

**Effective Date:** September 17, 2004

**Date of Issuance:** June 05, 2013

**For Office Use Only:**

20130605122617057

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

City Clerk File No. Res. 13.455

Agenda No. 10.Z.23

Approved: JUN 19 2013

TITLE:



**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO GOLD TYPE BUSINESS MACHINES FOR RESTORATION, REPAIRS AND RELOCATION OF CITY EQUIPMENT FOR DAMAGES CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012**

**Council offered and moved adoption of the following Resolution:**

**WHEREAS**, Hurricane Sandy occurred on October 29 and 30, 2012 and caused extensive flooding and wind damage to various buildings, equipment, vehicles, and facilities owned by the City of Jersey City (City); and

**WHEREAS**, as a result of the storm, the Director of Police notified the Purchasing Agent that an emergency existed because of damages to the Pistol Range from extensive flooding; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, it is necessary to have Vital Equipment Restored, Repaired and Relocated as soon as possible as it necessary to protect and promote the public health, safety and welfare; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the repairs is \$71,016.57; and

**WHEREAS**, these funds are available in Account No. 01-272-55-000-043. *Po # 110034*

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

- 1) because of the above stated reasons which are incorporated herein, an emergency contract award to Gold Type Business Machines, P.O. Box 305, 351 Paterson Avenue, East Rutherford, New Jersey 07073 is made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to repairs to city equipment for damages caused during the hurricane is hereby ratified;
- 2) the total cost of the emergency contract is \$71,016.57;
- 3) the Director of Police shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
- 4) the Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
- 5) the Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

(Continued to page 2)

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO GOLD TYPE BUSINESS MACHINES FOR RESTORATION, REPAIRS AND RELOCATION OF CITY EQUIPMENT FOR DAMAGES CAUSED BY HURRICANE SANDY ON OCTOBER 29 AND 30, 2012**

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal 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.

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
5/24/13

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Assst. Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				6.19.13							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	✓			RICHARDSON	✓		
LOPEZ	✓			COLEMAN	✓			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

## EMERGENCY CERTIFICATION FOR HURRICANE SANDY

I Robert Kakoleski, of full age, hereby certifies as follows:

1. I am the Acting Director of the Jersey City Police Department.
2. On Saturday October 27, 2012, Governor Chris Christie declared a State of Emergency in the State of New Jersey because of a severe Hurricane that was approaching the State.
3. On Sunday, October 28 at 15:00 hours Mayor Jerramiah Healy declared a City State of Emergency after consulting with the Office of Emergency Management.
4. As a result of the Hurricane, numerous agencies vital to City operations suffered severe damage.
5. GTBM Inc. was utilized to restore, repair, relocate and replace damaged equipment for these city agencies.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

5/23/13

  
\_\_\_\_\_  
Robert Kakoleski  
Director, JCPD



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

**PURCHASE ORDER & VOUCHER**

PURCHASE ORDER NUMBER  
**110034**

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

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0162207**  
 BUYER **EMERGRESO**

DATE	VENDOR NO.
05/24/2013	GT220900

**VENDOR INFORMATION**

**GOLD TYPE BUSINESS MACHINE**  
 351 PATERSON AVENUE  
 PO BOX 305  
 PO BOX 305  
 EAST RUTHERFORD NJ 07073

**DELIVER TO**  
 POLICE DEPARTMENT  
 1 JOURNAL SQ. PLAZA  
 4TH FLOOR  
 JERSEY CITY NJ 07306

**BILL TO**  
 POLICE DEPARTMENT  
 1 JOURNAL SQ. PLAZA  
 4TH FLOOR  
 JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	EMERGENCY REPAIRS REPAIRS, RELOCATION, EQUIPMENT REPLACEMENT TO VITAL CITY AGENCIES AS A RESULT OF HURRICANE SANDY	01-272-55-000-043	71,016.5700	71,016.57



TAX EXEMPTION NO. **22-6002013**

**PO Total** 71,016.57

**CLAIMANT'S CERTIFICATION AND DECLARATION**

do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X** \_\_\_\_\_  
 VENDOR SIGN HERE

\_\_\_\_\_  
 OFFICIAL POSITION DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

\_\_\_\_\_  
 TITLE OR POSITION DATE

\_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT DATE

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

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

# CITY OF JERSEY CITY

Requisition #

0162207

Assigned PO #

## Requisition

**Vendor**  
GOLD TYPE BUSINESS MACHINE  
351 PATERSON AVENUE  
PO BOX 305  
EAST RUTHERFORD NJ 07073  
GT220900

**Dept. Bill To**  
POLICE DEPARTMENT  
1 JOURNAL SQ. PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

**Dept. Ship To**

**Contact Info**  
Robert Bake, Sr  
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	EMERGENCY REPAIRS REPAIRS, RELOCATION, EQUIPMENT REPLACEMENT TO VITAL CITY AGENCIES AS RESULT OF HURRICANE SANDY	0127255000043	71,016.57	71,016.57

Requisition Total 71,016.57

Req. Date: 05/24/2013

Requested By: RBAKER

Buyer Id:

Approved By:

  
for Robert Kabolowski

**This Is Not A Purchase Order**

# G.T.B.M. INC

# INVOICE

PO Box 305  
 351 PATERSON AVE  
 EAST RUTHERFORD, NJ 07073  
 Phone: (201) 935-5090  
 Fax (201) 935-7022

DATE: 11/15/2012  
 INVOICE # 1006919

**Bill To:**

Jersey City Police  
 Attn: J Tkacyk  
 75 Bishop St  
 Jersey City , NJ 07303

**Ship To:**

Jersey City Police  
 Attn: J Tkacyk  
 75 Bishop St  
 Jersey City , NJ 07303

Comments or Special Instructions: a69834      soj22728  
 Storm related emergency move two servers from montgomery st to journal square

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
rp	need				net

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
9	hours labor for relocation of two servers from montgomery st to JS	\$ 128.00	\$ 1,152.00
			\$ -
			\$ -
SUBTOTAL			\$ 1,152.00
TAX RATE			0.00%
SALES TAX			-
SHIPPING & HANDLING			-
TOTAL			\$ 1,152.00

Balance due

Make all checks payable to **Gold Type Business Machines Inc.**  
 If you have any questions concerning this invoice, contact Vin Cronen, Phone: 201-935-5090

**THANK YOU FOR YOUR BUSINESS!**

# G.T.B.M. INC

# INVOICE

PO Box 305  
 351 PATERSON AVE  
 EAST RUTHERFORD, NJ 07073  
 Phone: (201) 935-5090  
 Fax (201) 935-7022

DATE: 11/15/2012  
 INVOICE # 1006920

**Bill To:**

Jersey City Police  
 Attn: J Tkacyk  
 75 Bishop St  
 Jersey City , NJ 07303

**Ship To:**

Jersey City Police  
 Attn: J Tkacyk  
 75 Bishop St  
 Jersey City , NJ 07303

Comments or Special Instructions: a69834                      soj22729  
 Storm related emergency assist City hall workers in bishop st

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
rp	need				net

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
23	hours labor for set up and assist City Hall workers temporarily in Bishop St	\$ 128.00	\$ 2,944.00
			\$ -
			\$ -
SUBTOTAL			\$ 2,944.00
TAX RATE			0.00%
SALES TAX			-
SHIPPING & HANDLING			-
TOTAL			\$ 2,944.00

Balance due

Make all checks payable to **Gold Type Business Machines Inc.**  
 If you have any questions concerning this invoice, contact Vin Cronen, Phone: 201-935-5090

**THANK YOU FOR YOUR BUSINESS!**

# G.T.B.M. INC

# INVOICE

PO Box 305  
351 PATERSON AVE  
EAST RUTHERFORD, NJ 07073  
Phone: (201) 935-5090  
Fax (201) 935-7022

DATE: 11/15/2012  
INVOICE # 1006910

**Bill To:**

Jersey City Police  
Attn: J Tkacyk  
75 Bishop St  
Jersey City , NJ 07303

**Ship To:**

Jersey City Police  
Attn: J Tkacyk  
75 Bishop St  
Jersey City , NJ 07303

**Comments or Special Instructions:**

soj21669

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
rp	need				net

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2	gx440 w wifi airlink	\$ 800.11	\$ 1,600.22
	Two 4g modems for covert camera project for faster processing		\$ -
			\$ -
SUBTOTAL			\$ 1,600.22
TAX RATE			0.00%
SALES TAX			-
SHIPPING & HANDLING			-
Balance due	TOTAL		\$ 1,600.22

Make all checks payable to Gold Type Business Machines Inc.  
If you have any questions concerning this invoice, contact Vin Cronen, Phone: 201-935-5090

**THANK YOU FOR YOUR BUSINESS!**





**GTBM Inc. ESTABLISHED SINCE 1972**

PO Box 305  
351 Paterson Avenue  
East Rutherford NJ  
07073

Tel: 201-935-5090  
Fax: 201-935-7022  
E-Mail:

**Service Call Invoice** (Ref: 1006899)

Printed: Wednesday, November 14, 2012 at 9:51:14AM

Jersey City Police Department  
att John Tkaczyk  
75 Bishop Street  
Jersey City, NJ 07303  
United States

**Invoice To:**

Jersey City Police Department  
att John Tkaczyk  
75 Bishop Street  
Jersey City, NJ 07303  
United States

<b>Type:</b>		<b>Customer Order Ref:</b>		
Service Order Invoice				
<b>Created by:</b>	<b>Date:</b>	<b>Batch #:</b>	<b>Due:</b>	<b>Origin Document/ID#</b>
VCRONEN	11/14/2012	1007267	12/14/2012	Service Order - 1019602

**Items**

Description:	Quantity:	Each:	Total:	Tax%:
Job #: 22,773 (Ref: 22,773)      Order Ref: <i>11/12/12</i> Site: Jersey City Police Department Jersey City Equipment: Routine/Task: Deliver Materials Parts Supply: HARD DRIVE              Hard Drive	1.00	\$199.99	\$199.99	0.00
<b>Sub-Total:</b>			\$199.99	
<b>Tax:</b>			\$0.00	
<b>TOTAL:</b>			\$199.99	

**Note:**



**GTBM Inc. ESTABLISHED SINCE 1972**

PO Box 305  
351 Paterson Avenue  
East Rutherford NJ  
07073

Tel: 201-935-5090  
Fax: 201-935-7022  
E-Mail:

**Service Call Invoice (Ref: 1006898)**

Printed: Tuesday, November 13, 2012 at 5:51:38PM

Jersey City MUA  
555 Route 440  
Jersey City, NJ  
United States

**Invoice To:**  
Jersey City MUA  
555 Route 440  
Jersey City, NJ  
United States

<b>Type:</b> Service Order Invoice		<b>Customer Order Ref:</b> <i>Need</i>			<b>Origin Document/ID#:</b> <i>Dary Carlo</i>	
<b>Created by:</b> VCRONEN	<b>Date:</b> 11/13/2012	<b>Batch #:</b> 1007266	<b>Due:</b> 12/13/2012	<b>Origin Document/ID#:</b> Service Order - 1019568		

**Items**

Description:	Quantity:	Each:	Total:	Tax%:
Job #: 22,740 (Ref: 22,740)      Order Ref: <i>11/8/12</i>				
Site: Jersey City MUA Jersey City				
Equipment:				
Job Labour	5.00	\$125.00	\$625.00	0.00
Parts Supply:				
DCK 2012      Disaster Communication Kit	1.00	\$1,050.00	\$1,050.00	0.00
<b>Sub-Total:</b>			\$1,675.00	
<b>Tax:</b>			\$0.00	
<b>TOTAL:</b>			\$1,675.00	

**Note:**  
*Emergency*

# G.T.B.M. INC

# INVOICE

PO Box 305  
351 PATERSON AVE  
EAST RUTHERFORD, NJ 07073  
Phone: (201) 935-5090  
Fax (201) 935-7022

DATE: 11/13/2012  
INVOICE # 1006894-1

**Bill To:**

Jersey City Police  
Attn: J Tkacyk  
75 Bishop St  
Jersey City , NJ 07303

**Ship To:**

Jersey City Police  
Attn: J Tkacyk  
75 Bishop St  
Jersey City , NJ 07303

Comments or Special Instructions: nj contract 75583 a69834          soj22733 and 22800  
Police Chief and staff storm related equipment damage

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
rp	need				net

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7	dell pc	\$ 895.00	\$ 6,265.00
7	20 lcd monitor	169.00	\$ 1,183.00
7	microsoft office	199.99	\$ 1,399.93
14	labor to configure and set up	128.00	1,792.00
SUBTOTAL			\$ 10,639.93
TAX RATE			0.00%
SALES TAX			-
SHIPPING & HANDLING			-
TOTAL			\$ 10,639.93

Balance due

Make all checks payable to **Gold Type Business Machines Inc.**  
If you have any questions concerning this invoice, contact Vin Cronen, Phone: 201-935-5090

**THANK YOU FOR YOUR BUSINESS!**



**GTBM Inc. ESTABLISHED SINCE 1972**

PO Box 305  
351 Paterson Avenue  
East Rutherford NJ  
07073

Tel: 201-935-5090  
Fax: 201-935-7022  
E-Mail:

**Service Call Invoice (Ref: 1006883)**

Printed: Monday, November 12, 2012 at 10:35:56AM

JERSEY CITY PD  
75 BISHOP STREET  
JERSEY CITY, NJ 07305  
United States

**Invoice To:**

JERSEY CITY PD  
75 BISHOP STREET  
JERSEY CITY, NJ 07305  
United States

<b>Type:</b>		<b>Customer Order Ref:</b>			
Service Order Invoice					
<b>Created by:</b>	<b>Date:</b>	<b>Batch #:</b>	<b>Due:</b>	<b>Origin Document/ID#</b>	
VCRONEN	11/12/2012	1007248	12/12/2012	Service Order - 1019490	

**Items**

Description:	Quantity:	Each:	Total:	Tax%:
Job #: 22,682 (Ref: 22,682)      Order Ref: <i>11/12</i>				
Site: JERSEY CITY PD JERSEY CITY				
Equipment:				
Routine/Task: Drop Ship Equipment				
Parts Supply:				
CE864A#BGJ      HP LaserJet Pro 400 color MFP	1.00	\$870.49	\$870.49	0.00
Parts Supply:				
CE864A#BGJ      HP LaserJet Pro 400 color MFP	1.00	\$870.49	\$870.49	0.00
Parts Supply:				
CE864A#BGJ      HP LaserJet Pro 400 color MFP	1.00	\$870.49	\$870.49	0.00
Parts Supply:				
CE864A#BGJ      HP LaserJet Pro 400 color MFP	1.00	\$870.49	\$870.49	0.00
			<b>Sub-Total:</b>	\$3,481.96
			<b>Tax:</b>	\$0.00
			<b>TOTAL:</b>	\$3,481.96

**Note:**

CITY OF JERSEY CITY

RESOLUTION:

VENDOR: *Gold Type Business Machines Inc*

RESPONDENT'S CHECKLIST

Item	Respondent Initials	AA/EO Review
A. Non-Collusion Affidavit properly notarized.	VC	
B. Public Disclosure Statement	VC	
C. Mandatory Affirmative Action Language	VC	
D. Americans with Disabilities Act	VC	
E. Affirmative Action Compliance Notice	VC	
F. MWBE Questionnaire (2 copies)	VC	
G. Form AA302 – Employee Information Report	VC	
H. Business Registration Certificate	N/A	Verified online ✓
I. Original signature(s) on all required forms.		

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

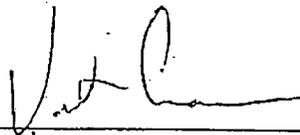
CITY OF JERSEY CITY ss:

I certify that I am Vivian Clower, CEO

Of the firm of Gold Type Business Machines Inc

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

~~I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)~~

(Signature of respondent) 

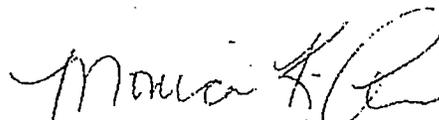
Print name Vivian Clower

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY 12/17/12

NOTARY PUBLIC OF

MY COMMISSION EXPIRES:

  
Monica K. Lewis  
an Attorney-at-Law of the  
State of New Jersey authorized  
to administer this state  
pursuant to NJSA 41:2-1

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

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 12/17/12 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gold Type Business Machines Inc

Signed: Vincent Crowe

Title: CFO

Print Name: Vincent Crowe

Date: 12/17/12

Subscribed and sworn before me  
this 17 day of December, 2012.

My Commission expires:

Vincent Crowe (Affiant)  
Vincent Crowe CFO

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

Monica K Lewis

Monica K. Lewis

an Attorney-at-law of the State of  
New Jersey authorized to administer  
this oath pursuant to NJSA 41:2-1

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

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

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

**"New Jersey Business Registration Requirements"**

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

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

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

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

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

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

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

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

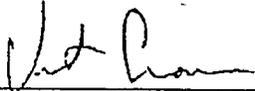
Required Pursuant To N.J.S.A. 19:44A-20.26

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

**Part I - Vendor Information**

Vendor Name:	Gold Type Business Machines Inc		
Address:	351 Parkerson Ave		
City:	East Rutherford	State:	NJ
		Zip:	07073

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

 _____ Signature	Vincent Crover _____ Printed Name	CFO _____ Title
---	---	-----------------------

**Part II - Contribution Disclosure**

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$
	None		

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Cell Type Business Machines Inc

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: <u>Richard Picall</u>	Name: <u>Patrick Collins</u>
Home Address: <u>71 Ridge Rd Rutherford, NJ 07070</u>	Home Address: <u>780 Apple Ridge Rd Franklin Lakes, NJ 07417</u>
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 17 day of December, 2012

(Notary Public) Monica K. Lewis  
 My Commission expires: an Attorney at Law of the State of New Jersey authorized to administer this matter pursuant to NJSA 4:2-1

[Signature]  
 (Affiant)

V. [Signature]  
 (Print name & title of affiant)

(Corporate Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

Part I - Vendor Affirmation

*Old Type Business Machine*

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).

*City of Jersey City*

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Committee to Elect Willie Flood	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Richard Powell	71 Ridge Rd, Ruthers Ford NJ 07070
Patricia Collins	280 Apple Ridge Rd Rochelle Park NJ 07417

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: *Old Type Business Machine Inc*  
 Signed: *[Signature]* Title: *CFO*  
 Print Name: *Vincent Cronin* Date: *10/18/12*

Subscribed and sworn before me this <u>17</u> day of <u>December</u> , 2012. My Commission expires: <u>November 8, 2015</u> an Attorney-at-Law at the State of New Jersey authorized to	<p align="center"><i>[Signature]</i>                  Vincent Cronin (Affiant)                  Vincent Cronin CFO                  (Print name &amp; title of affiant) (Corporate Seal)</p>
---	--

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)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

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

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

Representative's Name/Title (Print): Nancy Brown, CFE

Representative's Signature: [Handwritten Signature]

Name of Company: Gold Type Business Machines Inc

Tel No.: 71-935-592 Date: 12/17/12

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

The contractor and the City of Perry (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. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Y. Grant Crowe CPE  
Representative's Signature: [Signature]  
Name of Company: Gold Type Business Machines Inc  
Tel. No.: 701 925-5690 Date: 12/17/92

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

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

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

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

OR

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

OR

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

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

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

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

COMPANY:

Gold Type Business Machine Inc

SIGNATURE:

Vernon Crowe

DATE:

10/17/12

PRINT NAME:

Vernon Crowe

TITLE:

CFO

Certification 24180

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2012** to **15-JAN-2019**

**GOLD TYPE BUSINESS MACHINE INC.**  
**351 PATERSON AVENUE**  
**EAST RUTHERFORD NJ 07073**



A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Enstorf'.

Andrew P. Sidamon-Enstorf  
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: Gold Type Business Machine Inc

Address: 351 Paterson Ave, East Rutherford NJ 07073

Telephone No.: 201-935-5090

Contact Name: Vin Cerver

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

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

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

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

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

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

**Woman Business Enterprise**

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

DIVISION OF PURCHASING COPY



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GOLD TYPE BUSINESS MACHINES, INC.

**Trade Name:**

**Address:** 351 PATERSON AVENUE  
EAST RUTHERFORD, NJ 07073-1365

**Certificate Number:** 0067515

**Effective Date:** February 22, 1977

**Date of Issuance:** May 24, 2013

**For Office Use Only:**

20130524123513775

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

City Clerk File No. Res. 13.456

Agenda No. 10.Z.24

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MARITIME SOLUTIONS INC. FOR THE PURCHASE AND DELIVERY OF AN INFLATABLE BOAT TO THE JERSEY CITY POLICE DEPARTMENT UNDER GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT**

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

**WHEREAS**, the Jersey City Police Department needs to replace their current **Inflatable Boat** used to respond to Water Rescue and Recovery and to protect Homeland Security Assets; and

**WHEREAS**, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City to purchase equipment and/or services paid for or reimbursed by federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State contract for the equipment, or (2) is participating in a federal procurement program established by a federal department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, **Maritime Solutions Inc., 1250 East Main Toad, Portsmouth, Rhode Island 02871** is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 084, Contract #GS-07F-0377M; and

**WHEREAS**, **Maritime Solutions Inc., 1250 East Main Toad, Portsmouth, Rhode Island 02871** submitted a quote in the total amount of **\$40,300.00, Forty Thousand Three Hundred Dollars for one Inflatable Boat** for the Jersey City Police Department; and

**WHEREAS**, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

**WHEREAS**, the sum of **\$40,300.00** is available in Account No. **02-213-40-326-314** which represents the **Water Rescue & Recovery Grant**;

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

1. Pursuant to N.J.S.A. 54:34-10.6 (c), a contract is awarded to **Maritime Solutions Inc., 1250 East Main Toad, Portsmouth, Rhode Island 02871** the holder of GSA Contract #GS-07F-0377M, in the amount of **\$40,300.00** to provide one **Inflatable Boat** to the Jersey City Police Department.
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement prepared by the Purchasing Agent.

(Continue to page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MARITIME SOLUTIONS INC. FOR THE PURCHASE AND DELIVERY OF AN INFLATABLE BOAT TO THE JERSEY CITY POLICE DEPARTMENT UNDER GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT**

- 3. The award of this contact shall be subject to the condition that the Maritime Solutions Inc. provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-3 et seq.
- 4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer 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.

**Federal & State Grant Fund**

|                    |                       |               |
|--------------------|-----------------------|---------------|
| <b>Account No.</b> | <b>Purchase Order</b> | <b>Amount</b> |
| 02-213-40-326-314  | 109942                | \$40,300.00   |

Peter Folgado  
Director of Purchasing, QPA, RPPO

Donna Mauer  
Donna Mauer,  
Chief Financial Officer

PF/pv  
5/21/13

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

APPROVED AS TO LEGAL FORM \_\_\_\_\_  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

## LEGISLATIVE FACT SHEET

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

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

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MARITIME SOLUTIONS INC. FOR THE PURCHASE AND DELIVERY OF AN INFLATABLE BOAT TO THE JERSEY CITY POLICE DEPARTMENT UNDER GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT

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

Bob Kakoleski, Acting Director, Jersey City Police Department

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

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

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MARITIME SOLUTIONS INC. FOR THE PURCHASE AND DELIVERY OF AN INFLATABLE BOAT TO THE JERSEY CITY POLICE DEPARTMENT UNDER GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT

**5. Anticipated benefits to the community:** Respond to Water Rescue and Recovery and to protect Homeland Security Assets

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match an in-kind contributions):** The cost of this GSA contract is (\$40,300.00) Forty Thousand Three Hundred Dollars

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

Upon adoption by the Jersey City Municipal Council.

**8. Anticipated completion date:** N/A

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

Bob Kakoleski, Acting Director, Jersey City Police Department

**10. Additional comments:** Resolution proposed at the recommendation of the Acting Director of the Jersey Cit Police Department.

**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

\_\_\_\_\_  
Signature of Director of Purchasing

\_\_\_\_\_  
Date

5/23/13

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

1. **Full Title of Ordinance/Resolution/Cooperation Agreement :**

RESOLUTION AUTHORIZING PURCHASE OF A RIDGED INFLATABLE BOAT FROM MARITIME SOLUTIONS FOR THE JERSEY CITY POLICE EMERGENCY SERVICES UNIT

2. **Name and Title of Person Initiating Ordinance/Resolution :**

ROBERT KAKOLESKI, DIRECTOR, DEPARTMENT OF POLICE

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

PURCHASE OF A RIDGED INFLATABLE BOAT FOR THE JERSEY CITY POLICE DEPARTMENT

4. **Reasons (Need) for the Proposed Program, Project, etc.:**

LARGE QUANTITY OF DANGEROUS DEBRIS AND ROCKY SHORE LINES OF BOTH RIVERS TEARING HOLES IN PRESENT INFLATABLE BOAT.

5. **Anticipated Benefits to the Community:**

PUBLIC SAFETY, RIDGED BOTTOM WILL PREVENT TEARS AND ALLOW FOR SAFE RESCUE AND DIVER OPERATIONS.

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.)**

FORTY THOUSAND THREE HUNDRED DOLLARS (\$40,300.00).

7. **Date Proposed Program or Project will Commence:**

UPON RECEIPT OF BOAT

8. **Anticipated Completion Date:**

ONGOING

9. **Person Responsible for Coordinating Proposed Program/Project:**

P.O. MICHAEL McCORMACK, ESU/RIVER OPERATIONS

I certify that all the facts presented herein are accurate to the best of my knowledge.

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

  
\_\_\_\_\_  
Date



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

**PURCHASE ORDER NUMBER**  
**109942**

**PURCHASE ORDER & VOUCHER**

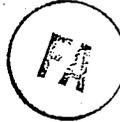
**REQUISITION # 0161881**  
**BUYER RESOGSA**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

**DATE: 05/14/2013**      **VENDOR NO: MA347090MV**

**VENDOR INFORMATION**

**MARITIME SOLUTIONS INC**  
**1250 EAST MAIN TOAD**  
  
**PORTSMOUTH RI 02871**



**DELIVER TO**  
**POLICE - E.S.U.**  
**575 RT 440**  
  
**JERSEY CITY NJ 07305**

**BILL TO**  
**POLICE DEPARTMENT**  
**1 JOURNAL SQ. PLAZA**  
**4TH FLOOR**  
**JERSEY CITY NJ 07306**

| QUANTITY | UNIT | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                          | ACCOUNT NUMBER    | UNIT PRICE  | EXTENDED PRICE |
|----------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|----------------|
| 1.00     | EA   | <b>INFLATABLE BOAT</b><br><b>16' ALUMINUM HULLED RIGID INFLATABLE BOAT</b><br><b>(RIB) W/MOTOR, TRAILER, ACCESSORIES</b><br><b>TO REPLACE THE CURRENT</b><br><b>INFLATABLE BOAT.</b><br><br><b>GSA NO. GS-07F-0377M</b><br><br><b>SCHEDULE: 084, SIN: 260-06 (BOATS,</b><br><b>INFLATABLE, POWERED &amp; NONPOWERED</b><br><b>INCLUDES OPTIONS &amp; ACCESSORIES</b><br><br><b>QUOTE: 680</b><br><br><b>RESOGSA _____, D/D _____</b> | 02-213-40-326-314 | 40,300.0000 | 40,300.00      |

**TAX EXEMPTION NO. 22-6002013**

**PO Total 40,300.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

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

**\*\* Budget Account \*\***

Fund **2** FEDERAL & STATE GRANT FND  
 G/L **213** RES GRANTS APPROP  
 Cafr **40** RES GRANTS APPROPRD  
 Subsidiary **326** PANYNJ PORT SECURITY  
 Line Item **314** WATER RESCUE&RECOVERY  
 Sort Code **65** DEPARTMENT OF POLICE

Budget Amount **41,250.00**  
 Revised Budget **.00**  
 Beginning Balance **41,250.00**  
 Prior YTD Expended **00.**  
 Curr. YTD Expended **00.**  
 Open Encumbered **40,300.00**  
 Ending Balance **950.00**

Year/Period **2013 / 5**  View in Ascending Order  
 View in Descending Order

Chg. Year/Period  /

[.New Acct](#) [Previous >](#) [< Next](#)

Double-Click On An Item Below To View All Details of Corresponding Transaction

| Cl | Per | Date | P.O.# | Vendor Name | Invoice# | Description | Debit Amount | Credit Amount |
|----|-----|------|-------|-------------|----------|-------------|--------------|---------------|
|    |     |      |       |             |          |             |              |               |

[Print Account](#)

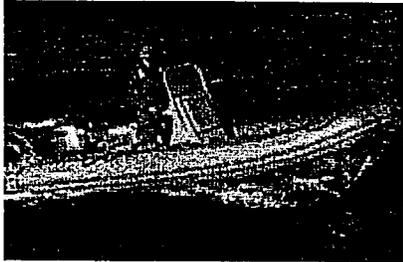
[View Open Enc](#)

[View Lgl Line](#)





**AB INFLATABLE, COMMERCIAL ALUMINUM HULL,**



[Enlarge/More Views >>](#)

**\$18,931.34** EA  
 sold and shipped by  
MARITIME SOLUTIONS

|                             |                                   |                                                                                  |
|-----------------------------|-----------------------------------|----------------------------------------------------------------------------------|
| <b>Mfr Part No.:</b>        | PROFILEA16                        |                                                                                  |
| <b>Contractor Part No.:</b> | PROFILEA16                        | • Desc                                                                           |
| <b>Manufacturer:</b>        | AB INFLATABLES                    | Professional Aluminum Hull                                                       |
| <b>Contract No.:</b>        | GS-07F-0377M (ends: May 31, 2017) | RIB Inflatable boat for commercial, rescue or military use; 16 foot, deep V hull |
| <b>MAS Schedule/SIN:</b>    | 084/260 06                        |                                                                                  |
| <b>Warranty:</b>            | 5 YR                              |                                                                                  |
| <b>Made In:</b>             | UNITED STATES OF AMERICA          |                                                                                  |
| <b>Weight:</b>              | 500.000 LB                        |                                                                                  |

**DISAST RECOV** Disaster Recovery Purchasing items

**COOP PURCH** Cooperative Purchasing items

**Compare Available Sources**

Quantity:  [Add to cart](#)

**Instructions:** Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ♦ Indicates when volume discounts are offered.

| <u>Price/Unit</u> ♦ | <u>Contractor</u> ♦       | <u>Socio Photo</u>                                                                     | <u>Deliv Days</u> ♦  | <u>Min</u> ♦ | <u>FOB/Shipping</u> ♦       |
|---------------------|---------------------------|----------------------------------------------------------------------------------------|----------------------|--------------|-----------------------------|
| Ⓢ \$18,931.34 EA    | <u>MARITIME SOLUTIONS</u> | SW  | 90 daysdelivered ARO | \$1.00       | O-<br><u>CONUS,AK,PR,HI</u> |



**GSA  
Federal  
Acquisition  
Service**

[Home](#) | [eBuy - quotes](#) | [GSA Advantage - online shopping](#) | [Help](#)

Search:  all the words

### Contractor Listing

For general questions, contact:  
**National Customer Service Center**  
 Phone: 1-855-714-1219  
 E-mail:



84 TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES  
 MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND  
 EMERGENCY/DISASTER RESPONSE

Marine Craft and Equipment

Category Description

**260 06** Boats, Inflatable, Powered and Nonpowered Includes Options and Accessories

1 contractors

Display:   
  
  
  
 Hold the Ctrl key to select all that apply

Search Contractor  
 T&Cs/Pricelist

Display limited to:  
**Woman Owned  
 Business**

Download  
 Contractors  
 (Excel)

| Contractor ▲             |  | Contract #   | Phone      | City, State ◆ | Socio-Economic | Contractor T&Cs /Pricelist | View Catalog |
|--------------------------|--|--------------|------------|---------------|----------------|----------------------------|--------------|
| MARITIME SOLUTIONS, INC. |  | GS-07F-0377M | 4016822244 | ANNAPOLIS ,MD | s/w            |                            |              |



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Search:  all the words

**C**ontractor Information

(Vendors) How to change your company information

|              |                                           |                                |                                                                |
|--------------|-------------------------------------------|--------------------------------|----------------------------------------------------------------|
| Contract #:  | GS-07F-0377M                              | Socio-Economic :               | Small business                                                 |
| Contractor:  | MARITIME SOLUTIONS, INC.                  |                                | Woman Owned business                                           |
| Address:     | 306 SECOND ST<br>ANNAPOLIS, MD 21403-2527 | EPLS :                         | Contractor not found on<br>the Excluded Parties<br>List System |
| Phone:       | 4016822244                                | Govt. Point of Contact:        |                                                                |
| E-Mail:      | RHCROMWELL@COMCAST.NET                    | TRACIE CROWDER                 |                                                                |
| Web Address: | http://www.msi-1.com                      | Phone: 817-850-8218            |                                                                |
| DUNS:        | 131197225                                 | E-Mail: tracie.crowder@gsa.gov |                                                                |
| NAICS:       | 336399                                    |                                |                                                                |

Contract Clauses/Exceptions:  
View the specifics for this contract

| Source | Title                                                                                                                                      | Contract Number | Contractor T&Cs /Pricelist | Contract End Date | Category                   |          | View Catalog |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------|-------------------|----------------------------|----------|--------------|
| 84     | TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE | GS-07F-0377M    |                            | May 31, 2017      | 260 06<br>260 09<br>260 11 | <br><br> | <br><br>     |

**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system.  
The INTERNET address GSA Advantage! is: [www.fss.gsa.gov](http://www.fss.gsa.gov).

Federal Supply Schedule 084- Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft and Emergency/Disaster Response  
Federal Supply Group: 84-Marine Craft & Equipment  
FS Class: 19  
Contract Number: GS-07F-0377M

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>

Contract Period: June 1, 2010- Through May 31, 2012

|             |                                                                                                                                                                                                   |                               |                                      |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------|
| Contractor: | Maritime Solutions, Inc.<br>200 High Point Ave., Suite B5<br>Portsmouth, RI 02871-1356<br>401-682-2244 (phone)<br>401-682-1632 (fax)<br><a href="http://www.msi-1.com/">http://www.msi-1.com/</a> | Business Size: Small Business | Contract Administrator: Sonia Foster |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------|

**CUSTOMER INFORMATION:**

1a. Awarded Special Item Number(s):

| Special Item Number (SIN) | Descriptions                                                                                                                     | Pricing        |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------|
| 260-                      | 03 BOATS, NON-POWERED—INCLUDES LIFE RAFTS, OPTIONS, & ACCESSORIES                                                                | See pages 5-10 |
| 260-06                    | INFLATABLE BOATS                                                                                                                 | See pages 5-10 |
| 260-09                    | INBOARD & OUTBOARD ENGINES, MARINE DIESEL PROPULSION ENGINES (RANGING IN HORSEPOWER FROM 150-4,000)—INCLUDES PARTS & ACCESSORIES | See pages 5-10 |
| 260-98                    | ANCILLARY SERVICES                                                                                                               | See pages 5-10 |
| 260-99                    | INTRODUCTION OF NEW SERVICES/PRODUCTS                                                                                            | See pages 5-10 |

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract: See attached page

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles with experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: Not Applicable.

2. Maximum Order: SIN 260-03, 260-06, 260-09, 260-98: \$315,000  
SIN 260-99: \$100,000

3. Minimum Order: \$100.00
4. Geographic Coverage: Domestic Only
5. Point of Production: Maritime Solutions, Inc.  
306 Second Street  
Annapolis, MD. 21403  
Anne Arundel County
- Maritime Solutions, Inc.  
200 High Point Ave., Suite B5  
Portsmouth, RI 02871  
Newport County
- Maritime Solutions, Inc.  
150 Cary Pl.  
Freeport, NY. 11520  
Nassau County
- Maritime Solutions, Inc.  
705 Mt. Vernon St.  
Portsmouth, VA. 23707  
Portsmouth County
- Maritime Solutions, Inc.  
4541 Savannah Hwy  
Building 2, Unit 1  
Ravenel, SC. 29470  
Charleston County
6. Basic Discount: See pages 5-10
7. Quantity Discount: NONE
8. Prompt payment terms: NET 30 Days
- 9a. Government purchase cards are accepted below and above the micro-purchase threshold.
10. Foreign items: NONE
- 11a. Time of Delivery: SIN 260-03, 260-06: 90-120 Days ARO  
SIN 260-99: 30-120 DAYS ARO  
SIN 260-09: 60 DAYS ARO
- 11b. Expedited Delivery: NONE
- 11c. Overnight/2-Day Delivery: Not Applicable
- 11d. Urgent Requirements: Not Applicable
12. FOB point: FOB Origin

13. Ordering Address: Maritime Solutions, Inc.  
200 High Point Ave., Suite B5  
Portsmouth, RI. 02871-1356
14. Payment Address: Maritime Solutions, Inc.  
200 High Point Ave., Suite B5  
Portsmouth, RI. 02871-1356
15. Warranty Provision: Standard Commercial Warranty
16. Export Packing Charges: Not Applicable
17. Terms and Conditions of Government Purchase Card Acceptance: All Amounts
18. Terms and Conditions of rental, maintenance, and repair: Not Applicable
19. Terms and Conditions of installation: None
20. Terms and Conditions of repair parts: Not Applicable
- 20a. Terms and Conditions for any other services: Not Applicable
21. List of service and distribution points: None
22. List of participating dealers: None
23. Preventive maintenance: Not Applicable
- 24a. Environmental attributes, e.g. recycled content, energy efficiency, and/or reduced pollutants: Not Applicable
- 24b. Section 508 Compliance: Not applicable
25. Data Universal Number System (DUNS) number: 131197225
26. Maritime Solutions, Inc. is currently registered in the Central Contractor Registration (CCR) Database.



OPERATIONS DIVISION  
PATROL BUREAU  
BUCK SLIP

#222

To: Deputy Chief Peter No...

From: Deputy Chief

Date: April 15 2013

Subject: Requisition fo

- For your action
- For your infor.

COMMENTS: Please find the approval.

02-213-40-326-314

To: Robert Baker - Police Fiscal Officer

From: D/C St. Neel

Date: 04/19/13

- For your action
- For your information
- Distribute to members of your Command
- Return by \_\_\_\_\_

COMMENTS Grant Money presented & accepted by City Council in Oct, 2012.

To: \_\_\_\_\_

From: \_\_\_\_\_

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

- For your action
- For your information
- Distribute to members of your Command
- Return by \_\_\_\_\_

COMMENTS \_\_\_\_\_

**JERSEY CITY POLICE DEPARTMENT REQUISITION**



**DATE: 04/06/13**

**Account No.**

**As provided thru Port Security Award # EMW-2012-PU-00292-S01**

- All expenses for equipment are re-imbursed to the City of Jersey City per resolution of the City of Jersey City (File # Res. 12-742; approved October 10, 2012) thru the Jersey City Office of Emergency Management via the Port Authority of NY/NJ and Dept. of Homeland Security. Total Grant Monies allowed for item is \$41,250.00.
- The following item package is available through GSA Contract Purchase with:  
 Maritime Solutions Inc.  
 1250 East Main Rd.  
 Portsmouth, RI 02871  
 TEL (401) 682 2244 - (401) - 682-1632 - Fax  
 CONTACT PERSON: Richard Cromwell  
 GSA CONTRACT #GS07F0377M

*(If Applicable)*

The following items are required for use by the ESU DIVE TEAM/ ESU unit or division):

| Item     | Quantity | Article                                                                                                                                                                                        | Remarks/Price     |
|----------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
|          |          | <b>**This purchase will be for a 16' aluminum hulled rigid inflatable boat(RIB) with motor, trailer, accessories to replace the current inflatable boat.**</b>                                 |                   |
| 1        | 1        | AB Profile(aluminum) 16 Deep v with single jockey seat includes navigation lights, bilge pump and 6 switch – switch panel, add-on aft/stern jockey seat and motor. Keel guard included on boat | \$31,250.00       |
| 2        | 1        | Yamaha F60 hp 4 stroke jet motor with power tilt - part # MYA.F60TLR                                                                                                                           | Included in above |
| 3        | 1        | Trailer, galvanized, bunk with tongue jack - part# ANT.B1500                                                                                                                                   | \$1495.00         |
| 4        | 1        | Fold down stainless arch with flood lights(2) LED with LED blue strobe light. Arch folds forward.                                                                                              | \$2500.00         |
| 5        | 1        | Freight incoming                                                                                                                                                                               | \$1500.00         |
| 6        | 1        | Turbo Swing XL towing system – installed - part #ATU.10020040                                                                                                                                  | \$599.00          |
| 7        | 1        | Anchor kit – 'Commando Fortress'                                                                                                                                                               | \$161.00          |
| 8        | 1        | Life ring- orange - 20" diameter on bracket hung on arch                                                                                                                                       | \$179.00          |
| 9        | 4        | 'D' ring attached inside tube to support ladder or other gear                                                                                                                                  | \$89ea/ \$356.00  |
| 10       | 2        | Marine battery Group 24 starting 1000MCA, 130 mins. Res. – part# ANE.1024.M                                                                                                                    | \$119ea/ \$238.00 |
| 11       | 1        | Dual battery and wiring/switch upgrade                                                                                                                                                         | \$200.00          |
| 12       | 1        | Dash mounted - small compass – installed                                                                                                                                                       | \$159.00          |
| 13       | 1        | VHF marine radio – installed                                                                                                                                                                   | \$550.00          |
| 14       | 1        | Garmin GPS chart plotter with depth finder – installed                                                                                                                                         | \$980.00          |
| 15       | 2        | Paddles, collapsible                                                                                                                                                                           | \$19ea/ \$38.00   |
| (Cont'd) |          |                                                                                                                                                                                                | PAGE 1            |

Completed form is to be submitted to Police Fiscal for further processing.

|    |   |                                                                                                   |             |
|----|---|---------------------------------------------------------------------------------------------------|-------------|
|    |   | (Cont'd from Page 1)                                                                              |             |
| 16 | 1 | Marine horn -- installed                                                                          | \$95.00     |
|    |   | TOTAL                                                                                             | \$40,300.00 |
|    |   | Delivery of \$650.00 to Jersey City is waived because boat and trailer will be picked up by JCPD. |             |
|    |   | Please refer to enclosed vendor's quote.                                                          |             |

The above requested item is to replace the current inflatable boat. The above item has an aluminum hull which can withstand the debris strewn shoreline along with an outboard engine that includes a water jet drive, thus eliminating propeller damage. The current inflatable boat has sustained puncture and tear damage on different occasions. The above requested boat is a more stable platform and extremely durable for the Hudson County marine environment. All members of ESU will be able to operate the same once familiarized - there is no USCG Captain's License required to operate this trailerable watercraft.

Requested by: *ESU Capt. Jankauer*

Comments:

Approved by:

District/Bureau Commander: *Asst. Chief Greg Donoghue Apr. 15, 2013*

Chief of Police: *Det. Chief [Signature]*

Director of Police: *Det. Chief [Signature] 04/19/13*

*gr: Robert Kabanick*

**Maritime Solutions, Inc**  
 1250 East Main Rd.  
 Portsmouth, RI 02871

www.msi-1.com

Voice: 401-682-2244  
 Fax: 401-682-1632



# QUOTATION

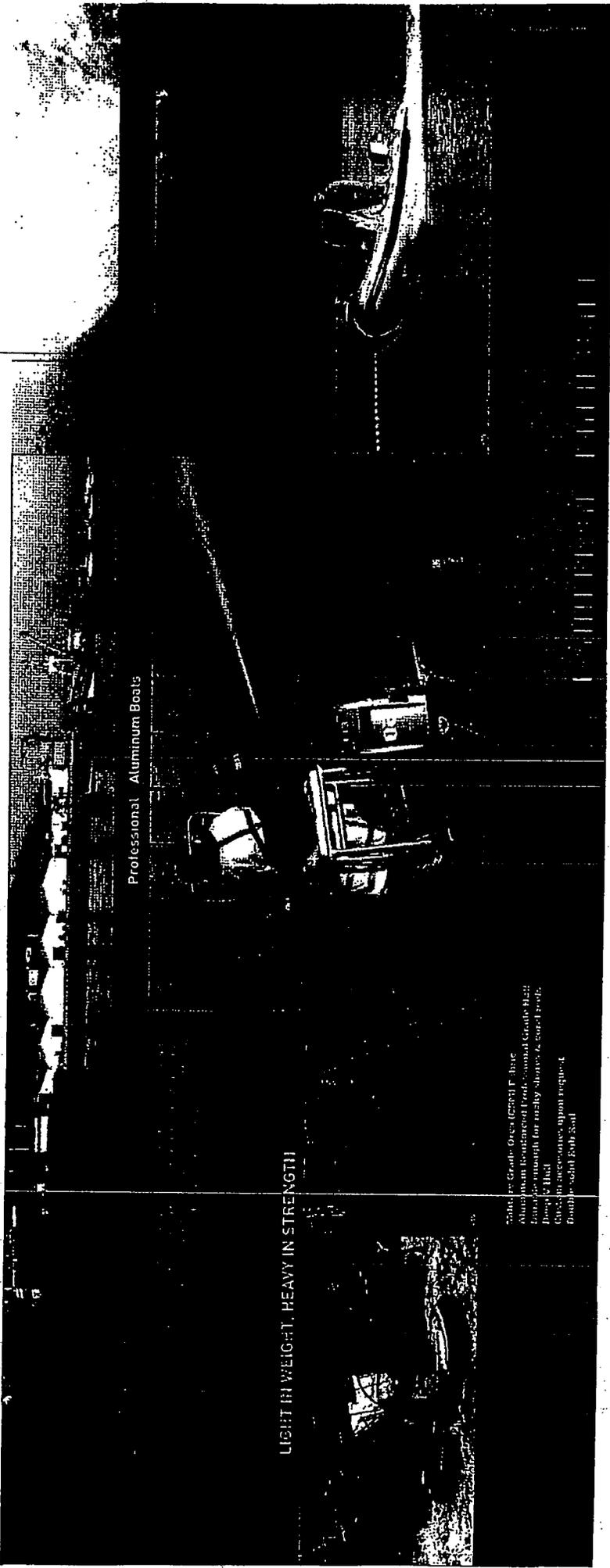
Quote Number: 680  
 Quote Date: Feb 26, 2013  
 Page: 1

City of Jersey City  
 JCPD  
 Jersey City, NJ

|             |         |        |
|-------------|---------|--------|
| Jersey City | 3/28/13 | C.O.D. |
|-------------|---------|--------|

| QTY  | Note or comment | Description                                                                                                           | Unit Price | Total Price |
|------|-----------------|-----------------------------------------------------------------------------------------------------------------------|------------|-------------|
| 1.00 | Note or comment | Purchase under GSA Contract#GS07F0377M                                                                                |            |             |
| 1.00 | BAB.Profile 16  | AB Profile ( aluminum) 16 Deep V with single Jockey seat includes nav lights and bilge pump and 6 switch switch panel | 31,250.00  | 31,250.00   |
| 1.00 |                 | Add on of aft/ stem jockey seat                                                                                       |            |             |
| 1.00 | MYA.F60TLR      | Yamaha F80 HP 4 stroke Jet with power tilt                                                                            |            |             |
| 1.00 | ANT.B1500       | Trailer Galvanized Bunk with tongue jack                                                                              | 1,495.00   | 1,495.00    |
| 1.00 |                 | Fold down Arch with flood lights (2)LED with LED blue strobe light. Arch folds forward                                | 2,500.00   | 2,500.00    |
| 1.00 |                 | Freight incoming                                                                                                      | 1,500.00   | 1,500.00    |
| 1.00 | ATU.10020040    | Turbo Swing XL towing system                                                                                          | 599.00     | 599.00      |
| 1.00 |                 | Anchor kit, Commando Fortress                                                                                         | 161.00     | 161.00      |
| 1.00 |                 | Life ring 20inch diameter on bracket orange or white hung on arch                                                     | 179.00     | 179.00      |
| 4.00 |                 | Dring attached inside tube to support ladder or other gear                                                            | 89.00      | 356.00      |
| 2.00 | ANE.1024.M      | Group 24 Marine Starting 1000MCA, 130 Mins.Res.                                                                       | 119.00     | 238.00      |
| 1.00 |                 | Dual battery wire and switch upgrade                                                                                  | 200.00     | 200.00      |
| 1.00 |                 | Compass small dash installed                                                                                          | 159.00     | 159.00      |
| 1.00 |                 | VHF installed                                                                                                         | 550.00     | 550.00      |
| 2.00 |                 | Paddle, collapsible                                                                                                   | 19.00      | 38.00       |
| 1.00 |                 | Garmin GPS chart plotter/ depth installed                                                                             | 980.00     | 980.00      |
| 1.00 |                 | Keel guard included on boat                                                                                           |            |             |
| 1.00 |                 | Horn installed                                                                                                        | 95.00      | 95.00       |
| 1.00 |                 | Delivery to Jersey City optional can be picked up in RI (\$650)                                                       |            |             |

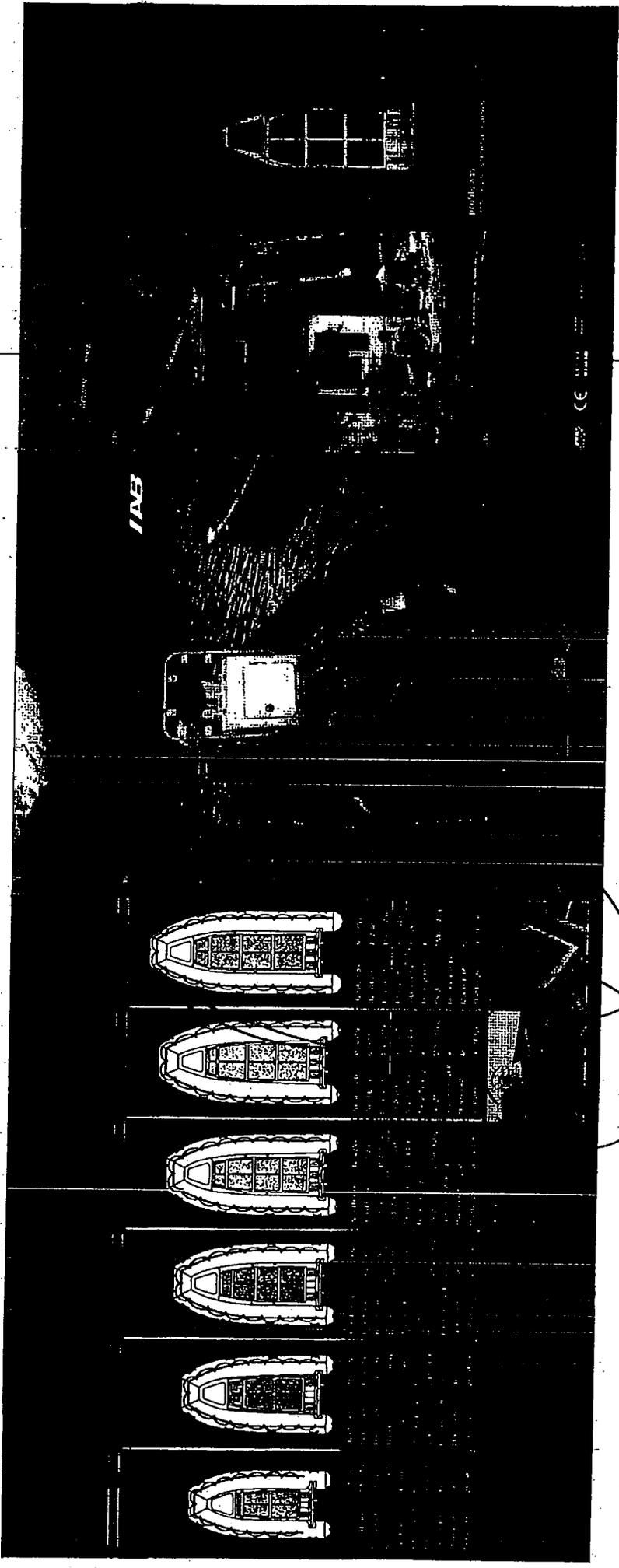
|           |           |
|-----------|-----------|
| Subtotal  | 40,300.00 |
| Sales Tax |           |



Professional Aluminum Boats

LIGHT IN WEIGHT, HEAVY IN STRENGTH

Total one Grade One (G70) 17' Alum  
Aluminum one Grade One (G70) 17' Alum  
Load capacity for steady state & surge loads  
Boat in operation, in port required  
Boat in steady state



IAB

CE

**\*\* Budget Account \*\***

|             |        |                           |                    |              |
|-------------|--------|---------------------------|--------------------|--------------|
| Fund        | 2      | FEDERAL & STATE GRANT FND | Budget Amount      | 514,737.00   |
| Acct        | 213    | RES GRANTS APPROP         | Revised Budget     | 1,127,357.00 |
| Subsidiary  | 41     | CY 13                     | Beginning Balance  | 1,127,357.00 |
| Line Item   | 127    | PANYU-FORT SECURITY GRANT | Prior YTD Expended | 261,545.65   |
| Cont Code   | 314    | CONTRACTUAL SERVICES      | Cur. YTD Expended  | 00           |
| Year/Period | 60     | DEPARTMENT OF FIRE        | Open Encumbrances  | 00           |
| Year/Period | 2013 / |                           | Unaging Balance    | 865,811.35   |
| Year/Period | 2013 / |                           |                    |              |

View in Ascending Order  
 View in Descending Order

Double-Click On An Item Below To View All Details of Corresponding Transaction

| Ctrl | Per | Date | P.O.# | Vendor Name | Transact | Description | Debit Amount | Credit Amount |
|------|-----|------|-------|-------------|----------|-------------|--------------|---------------|
|------|-----|------|-------|-------------|----------|-------------|--------------|---------------|

|                           |  |  |  |  |  |  |  |  |
|---------------------------|--|--|--|--|--|--|--|--|
| [Empty Transaction Table] |  |  |  |  |  |  |  |  |
|---------------------------|--|--|--|--|--|--|--|--|

[View Log File](#)

[View Open Enc](#)

[Print Account](#)

**Maritime Solutions Inc. Commercial Price Catalog**  
**200 Highpoint Avenue Suite B5**  
**Portsmouth, RI 02871**  
**Phone: 401-682-2244 Fax: 401-682-1632**

Prices effective January 1, 2007

| Part Number                  | Manufacturer       | Description                                                    | GSA Discount (off list) | GSA Price (w/IFF) |
|------------------------------|--------------------|----------------------------------------------------------------|-------------------------|-------------------|
| <b>Boats and Accessories</b> |                    |                                                                |                         |                   |
| KeelShield                   | KEELSHIELD, INC.   | KeelShield 5 inch wide                                         | 40.60%                  | 19.75             |
| 303 Protectant 8oz           | 303 PRODUCTS       | 303 Protectant for boats - 8 oz                                | 15.85%                  | 8.44              |
| 303 Protectant Gallon        | 303 PRODUCTS       | 304 Protectant for boats -Gallon                               | 15.85%                  | 57.18             |
| Scoprega                     | SCOPREGA           | Bravo Auto Inflation Pump                                      | 35.65%                  | 145.87            |
| LT4                          | ACHILLES           | ACHILLES LT4                                                   | 19.00%                  | 1,097.62          |
| LEX 96                       | ACHILLES           | ACHILLES LEX96                                                 | 19.00%                  | 1,264.92          |
| FRB104                       | ACHILLES           | Achilles FRB 104                                               | 19.00%                  | 2,852.18          |
| SG140                        | ACHILLES           | ACHILLES SG140                                                 | 19.00%                  | 4,778.12          |
| SG156                        | ACHILLES           | ACHILLES SG156                                                 | 19.00%                  | 5,814.53          |
| SG156SE                      | ACHILLES           | ACHILLES SG156 Special Military Addition                       | 19.00%                  | 8,632.44          |
| SU16                         | ACHILLES           | ACHILLES SU16                                                  | 19.00%                  | 8,794.84          |
| SU18                         | ACHILLES           | ACHILLES SU18                                                  | 19.00%                  | 9,850.03          |
| SU18 SE                      | ACHILLES           | ACHILLES SU18 SPECIAL MILITARY ADDITION                        | 19.00%                  | 12,038.74         |
| Profile A10                  | AB                 | AB Commercial Aluminum Hull 10                                 | 16.00%                  | 4,262.81          |
| Profile A11                  | AB                 | AB Commercial Aluminum Hull 11                                 | 16.00%                  | 4,515.01          |
| Profile A12                  | AB                 | AB Commercial Aluminum Hull 12                                 | 16.00%                  | 5,476.41          |
| Profile A13                  | AB                 | AB Commercial Aluminum Hull 13                                 | 16.00%                  | 6,627.38          |
| Profile A14                  | AB                 | AB Commercial Aluminum Hull 14                                 | 16.00%                  | 7,145.31          |
| Profile A15                  | AB                 | AB Commercial Aluminum Hull 15                                 | 16.00%                  | 7,973.84          |
| Profile F15                  | AB                 | AB Commercial RIB 15                                           | 16.00%                  | 12,690.27         |
| Profile F19                  | AB                 | AB Commercial RIB 19                                           | 16.00%                  | 22,845.87         |
| Profile F24                  | AB                 | AB Commercial RIB 24                                           | 16.00%                  | 34,694.07         |
| Profile F28                  | AB                 | AB Commercial RIB 28                                           | 16.00%                  | 56,697.87         |
| Profile F16                  | AB                 | Profile 16 Fire Brigade w/ 50 hp O/B                           | 16.00%                  | 33,847.77         |
| OIXE Raycser                 | Raymarine          | Raymarine Electronics package                                  | 25.60%                  | 8,059.48          |
| CB-F470                      | MARITIME SOLUTIONS | Carrying Bag, boat, F470 or other foldable boat                | 10.90%                  | 521.85            |
| CFB-6GAL                     | IMTRA              | Collapsible Fuel Bladder, 6 U.S. gal.                          | 10.90%                  | 596.06            |
| SCUBA-IS                     | MARITIME SOLUTIONS | Scuba Inflation System, w/o bottle                             | 10.90%                  | 499.22            |
| R-K-RHIBasic                 | MARITIME SOLUTIONS | Basic.RHIB Repair Kit (Orange, Black, Grey)                    | 20.80%                  | 179.54            |
| R-XP-HYFAB-01                | MARITIME SOLUTIONS | Complete Repair Kit with Tools and Parts (Orange, Black, Grey) | 20.80%                  | 1,751.48          |

|                         |                    |                                                            |        |           |
|-------------------------|--------------------|------------------------------------------------------------|--------|-----------|
| IX-SL-WEB               | MARITIME SOLUTIONS | Web 4-leg Sling with SS Handle Lift Ring & Shackles        | 10.90% | 875.24    |
| IX-SL-ADJ               | MARITIME SOLUTIONS | Adjustable 4-leg Sling with SS Handle Lift Ring & Shackles | 10.90% | 767.02    |
| <b>Outboard Engines</b> |                    |                                                            |        |           |
| MFS4A2L                 | TOHATSU            | MFS4A2L                                                    | 15.85% | 1,040.26  |
| MFS5A2S                 | TOHATSU            | MFS5A2S                                                    | 15.85% | 1,209.83  |
| MFS5A2L                 | TOHATSU            | MFS5A2L                                                    | 15.85% | 1,228.48  |
| MFS6A2S                 | TOHATSU            | MFS6A2S                                                    | 15.85% | 1,320.04  |
| MFS6A2L                 | TOHATSU            | MFS6A2L                                                    | 15.85% | 1,339.54  |
| MFS9.8B3S               | TOHATSU            | MFS9.8B3S                                                  | 15.85% | 1,752.43  |
| MFS9.8B3L               | TOHATSU            | MFS9.8B3L                                                  | 15.85% | 1,771.93  |
| MFS9.8B3EFS             | TOHATSU            | MFS9.8B3EFS                                                | 15.85% | 1,975.40  |
| MFS9.8B3EFL             | TOHATSU            | MFS9.8B3EFL                                                | 15.85% | 1,993.20  |
| MFS9.8B3EPL             | TOHATSU            | MFS9.8B3EPL                                                | 15.85% | 2,179.72  |
| MFS15B2S                | TOHATSU            | MFS15B2S                                                   | 15.85% | 2,144.11  |
| MFS15B2L                | TOHATSU            | MFS15B2L                                                   | 15.85% | 2,167.85  |
| MFS15B2EFS              | TOHATSU            | MFS15B2EFS                                                 | 15.85% | 2,345.89  |
| MFS15B2EFL              | TOHATSU            | MFS15B2EFL                                                 | 15.85% | 2,370.48  |
| MFS15B2EPL              | TOHATSU            | MFS15B2EPL                                                 | 15.85% | 2,518.85  |
| MFS18B2S                | TOHATSU            | MFS18B2S                                                   | 15.85% | 2,362.85  |
| MFS18B2L                | TOHATSU            | MFS18B2L                                                   | 15.85% | 2,388.28  |
| MFS18B2EFS              | TOHATSU            | MFS18B2EFS                                                 | 15.85% | 2,578.19  |
| MFS18B2EFL              | TOHATSU            | MFS18B2EFL                                                 | 15.85% | 2,602.78  |
| MFS18B2EPS              | TOHATSU            | MFS18B2EPS                                                 | 15.85% | 2,726.56  |
| MFS18B2EPL              | TOHATSU            | MFS18B2EPL                                                 | 15.85% | 2,752.00  |
| MFS25AEFGS              | TOHATSU            | MFS25AEFGS                                                 | 15.85% | 3,537.92  |
| MFS25AEFGL              | TOHATSU            | MFS25AEFGL                                                 | 15.85% | 3,563.35  |
| MFS25AEFTS              | TOHATSU            | MFS25AEFTS                                                 | 15.85% | 3,659.15  |
| MFS25AEFTL              | TOHATSU            | MFS25AEFTL                                                 | 15.85% | 3,684.59  |
| MFS25AEPTS              | TOHATSU            | MFS25AEPTS                                                 | 15.85% | 4,019.47  |
| MFS25AEPTL              | TOHATSU            | MFS25AEPTL                                                 | 15.85% | 4,044.06  |
| MFS30BEFTS              | TOHATSU            | MFS30BEFTS                                                 | 15.85% | 4,024.56  |
| MFS30BEFTL              | TOHATSU            | MFS30BEFTL                                                 | 15.85% | 4,049.15  |
| MFS30BEPTS              | TOHATSU            | MFS30BEPTS                                                 | 15.85% | 4,331.47  |
| MFS30BEPTL              | TOHATSU            | MFS30BEPTL                                                 | 15.85% | 4,356.90  |
| MD40BEFTOS              | TOHATSU            | MD40BEFTOS                                                 | 15.85% | 4,526.46  |
| MD40BEFTOL              | TOHATSU            | MD40BEFTOL                                                 | 15.85% | 4,550.20  |
| MD40BEPTOS              | TOHATSU            | MD40BEPTOS                                                 | 15.85% | 5,103.82  |
| MD40BEPTOL              | TOHATSU            | MD40BEPTOL                                                 | 15.85% | 5,128.41  |
| MD50BEFTOL              | TOHATSU            | MD50BEFTOL                                                 | 15.85% | 4,782.50  |
| MD50BEPTOS              | TOHATSU            | MD50BEPTOS                                                 | 15.85% | 4,807.94  |
| MD50BEPTOL              | TOHATSU            | MD50BEPTOL                                                 | 15.85% | 5,388.69  |
| MD70BEPTOL              | TOHATSU            | MD70BEPTOL                                                 | 15.85% | 6,776.56  |
| MD90BEPTOL              | TOHATSU            | MD90BEPTOL                                                 | 15.85% | 7,608.26  |
| MD90BEPTOUL             | TOHATSU            | MD90BEPTOUL                                                | 15.85% | 7,705.76  |
| M115A2EPTOL             | TOHATSU            | M115A2EPTOL                                                | 15.85% | 8,675.65  |
| M115A2EPTOUL            | TOHATSU            | M115A2EPTOUL                                               | 15.85% | 8,803.67  |
| BF135AKL                | HONDA              | 135 HP                                                     | 15.85% | 10,668.86 |
| BF225AKL                | HONDA              | 225 HP                                                     | 15.85% | 15,675.18 |
| BF2KSCH                 | HONDA              | HONDA 2 HP                                                 | 15.85% | 899.53    |
| BF25KSHA                | HONDA              | HONDA 25 HP                                                | 15.85% | 4,172.93  |
| BF50ALHT                | HONDA              | HONDA 50 HP                                                | 15.85% | 6,233.11  |
| BF150AKL                | HONDA              | HONDA 150 HP                                               | 15.85% | 11,876.99 |
| <b>Service</b>          |                    |                                                            |        |           |

|                   |                    |                                                                                            |        |           |
|-------------------|--------------------|--------------------------------------------------------------------------------------------|--------|-----------|
| Service           | MARITIME SOLUTIONS | Boat repair F470 & other RIBs                                                              | 20.80% | 66.13     |
| Service OT        | MARITIME SOLUTIONS | Boat repair F470 & other RIBs - Overtime                                                   | 20.80% | 99.19     |
| Service DT        | MARITIME SOLUTIONS | Boat repair F470 & other RIBs - Doubletime                                                 | 20.80% | 132.26    |
| Engine Service    | MARITIME SOLUTIONS | Engine Repair                                                                              | 20.80% | 75.80     |
| Engine Service OT | MARITIME SOLUTIONS | Engine Repair - Overtime                                                                   | 20.80% | 113.71    |
| Engine Service DT | MARITIME SOLUTIONS | Engine Repair - Doubletime                                                                 | 20.80% | 151.61    |
| ATI6M             | MARITIME SOLUTIONS | Avon USCG Tube installation Avon 6 Meter                                                   | 24.76% | 13,566.67 |
| F470 Survey       | MARITIME SOLUTIONS | Boat Survey & Estimate F470                                                                | 37.63% | 132.34    |
| <b>Trailers</b>   |                    |                                                                                            |        |           |
| IX-TR-AL-S        |                    | Aluminum Trailer single axle                                                               | 10.90% | 2,898.62  |
| IX-TR-AL-D        |                    | Aluminum Trailer double axle                                                               | 10.90% | 3,891.45  |
| IX-TR-AL-T        |                    | Aluminum Trailer triple axle                                                               | 10.90% | 7,512.70  |
| IX-TR-GA-S        |                    | Galvanized Trailer single axle                                                             | 10.90% | 2,384.24  |
| IX-TR-GA-D        |                    | Galvanized Trailer double axle                                                             | 10.90% | 2,894.13  |
| 41100-ZW5-616ZA   | HONDA              | HONDA 130 HP LOWER UNIT                                                                    | 10.00% | 1,798.63  |
| 41100-ZY3-620ZA   | HONDA              | HONDA 225 HP LOWER UNIT                                                                    | 10.00% | 2,695.41  |
| 41100-ZY3-724ZA   | HONDA              | HONDA 225 HP LOWER UNIT counter rotating                                                   | 10.00% | 3,010.32  |
| ST980             | NAUTICUS           | NAUTICUS TRIM TABS 980 SERIES                                                              | 20.00% | 160.39    |
| ST1290            | NAUTICUS           | NAUTICUS TRIM TABS 1290 SERIES                                                             | 20.00% | 181.35    |
| 11-782619-011171  | Prop Guard         | 11" Prop Guard                                                                             | 25.50% | 120.06    |
| 13-782619-313688  | Prop Guard         | 13" Prop Guard                                                                             | 25.50% | 134.32    |
| 16-782619-925782  | Prop Guard         | 16" Prop Guard                                                                             | 25.50% | 153.83    |
| MSD575            | Mustang            | Tactical Rescue Suit by Mustang for Swiftwater                                             | 40.00% | 878.52    |
| IC9001            | Mustang            | Ice Rescue Suit by Mustang                                                                 | 40.00% | 571.65    |
| MS2175            | Mustang            | Anti-exposure Suit by Mustang                                                              | 40.00% | 333.59    |
| MD3031LE          | Mustang            | Inflatable Vest, Law Enforcement version by Mustang                                        | 40.00% | 152.88    |
| V33               | Achilles           | Achilles Air Inflatable Tent 9'10" x 9'10" x 8'6", 2 x air tubes, 2 x windows              | 10.00% | 6,075.23  |
| V45               | Achilles           | Achilles Air Inflatable Tent 13'1" x 16'4" x 9'2", 3 x 12'6" Air tubes, 2 windows per side | 10.00% | 8,872.55  |
| V66               | Achilles           | Achilles Air Inflatable Tent 19'7" x 19'7" x 9'8", 3 x 15'7" Air tubes, 2 windows per side | 10.00% | 11,201.08 |



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                         |                                   |
|-----------------------------------------|-----------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund             |
| Friends of Viola S. Richardson          | The Election Fund of Steven Fulop |
| Lavarro for Council                     | Councilwoman Diane Coleman        |
| Friends of Michael Sottolano            |                                   |
| EFO David P. Donnelly J.C. Council 2010 | Healy for Mayor 2013              |
| Friends of Nidia R. Lopez               |                                   |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                    |
|------------------------------|---------------------------------|
| Richard Cromwell             | 1250 EAST MAIN Rd Portsmouth RI |
| Katherine Cromwell           | 1250 EAST MAIN Rd Portsmouth RI |
|                              |                                 |
|                              |                                 |
|                              |                                 |
|                              |                                 |
|                              |                                 |

**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: MARTINE SOLUTIONS  
 Signed: [Signature] Title: President  
 Print Name: Richard Cromwell Date: 5/28/13

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2\_\_.

\_\_\_\_\_  
(Affiant)

My Commission expires: \_\_\_\_\_  
 (Print name & title of affiant) (Corporate Seal)

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

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Maritime Solutions (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Maritime Solutions (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: Maritime Solutions

Signed: RAC Title: President

Print Name: Richard Cromwell Date: 5/28/13

Subscribed and sworn before me  
this 28 day of May, 2013.  
My Commission expires:

\_\_\_\_\_  
(Affiant)  
\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

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

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

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

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

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

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

Representative's Name/Title Print: Richard Cromwell  
Representative's Signature: [Signature]  
Name of Company: Manning Solutions  
Tel. No.: 401.682.2244 Date: 5/28/13

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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

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

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

The undersigned vendor further agrees to furnish the required forms of evidence and

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

Representative's Name/Title (Print): Richard Cromwell

Representative's Signature: [Signature]

Name of Company: Maritime Solutions

Tel. No. (401) 82-2244

Date: 5/28/13

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

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

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

Business Name : Maritime Solutions  
Address : 1250 EAST MAIN Rd POwsmouth RI  
Telephone No. : 401682 2244  
Contact Name : Richard Orance

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**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                                       |                                                                                                                                                                                                                     |                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| 1. FID. NO. OR SOCIAL SECURITY<br><b>06-1692470</b>                                                                                                   | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input checked="" type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br><b>15</b> |
| 4. COMPANY NAME<br><b>Maritime Solutions Inc</b>                                                                                                      |                                                                                                                                                                                                                     |                                                           |
| 5. STREET<br><b>1250 East Main Rd</b>                                                                                                                 | CITY<br><b>Portsmouth</b>                                                                                                                                                                                           | COUNTY STATE ZIP CODE<br><b>RI 02871</b>                  |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE<br><b>none</b>                                                     |                                                                                                                                                                                                                     |                                                           |
| 7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |                                                                                                                                                                                                                     |                                                           |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <b>none</b>                                                              |                                                                                                                                                                                                                     |                                                           |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>10</b>                                                           |                                                                                                                                                                                                                     |                                                           |
| 10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE                                                                                         |                                                                                                                                                                                                                     |                                                           |
| Official Use Only                                                                                                                                     | DATE RECEIVED                                                                                                                                                                                                       | IN AUG. DATE                                              |
|                                                                                                                                                       |                                                                                                                                                                                                                     | ASSIGNED CERTIFICATION NUMBER                             |

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

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

|                                                                                                                                                                                                                             |                                                                                                                                           |                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED:<br><input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted?<br>1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED<br>MO. DAY YEAR |
| 13. DATES OF PAYROLL PERIOD USED<br>From: <b>Jan 1, 13</b> To: <b>May 28, 13</b>                                                                                                                                            |                                                                                                                                           |                                                       |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                                                 |                           |                                          |                                                              |
|---------------------------------------------------------------------------------|---------------------------|------------------------------------------|--------------------------------------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br><b>Richard H Cromwell</b> | SIGNATURE<br>             | TITLE<br><b>President</b>                | DATE<br>MO   DAY   YEAR<br><b>05   28   13</b>               |
| 17. ADDRESS NO. & STREET<br><b>1250 East Main Rd</b>                            | CITY<br><b>Portsmouth</b> | COUNTY STATE ZIP CODE<br><b>RI 02871</b> | PHONE (AREA CODE, NO., EXTENSION)<br><b>401 - 682 - 2244</b> |



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MARITIME SOLUTIONS, INC.  
**Trade Name:**  
**Address:** 306 SECOND STREET  
ANNAPOLIS, MD 21403-2527  
**Certificate Number:** 1077220  
**Effective Date:** July 29, 2004  
**Date of Issuance:** May 14, 2013

**For Office Use Only:**  
20130514114918458

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

City Clerk File No. Res. 13.457

Agenda No. 10.Z.25

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO REIMBURSE THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY (JCMUA) THE SUM OF \$114,296.64 AS PARTIAL PAYMENT RELATED TO TARGET HARDENING INITIATIVES AT THE BOONTON WATER TREATMENT PLANT FUNDED THRU UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM**

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

**WHEREAS**, the United States Department of Homeland Security (USDHS) and the New Jersey Office Of Homeland Security and Preparedness (OHSP) has provided to the Jersey City Office and Emergency Management & Homeland Security a grant in the amount of \$259,000 thru the Urban Area Security Initiative (UASI) grant program to support target hardening initiatives at the Boonton Water Treatment Plant; and

**WHEREAS**, acceptance of this grant was approved by the Jersey City Municipal Council under Resolution 12-665 at the September 12, 2013 meeting; and

**WHEREAS**, the Jersey City Municipal Utilities Authority (JCMUA) an autonomous agency of the City of Jersey City operates both the Sewerage and Water Systems of Jersey City and has completed phase one of this project funding installation of fences, gates reinforced doors and window guards at various gate houses along the water system supporting the goals and objectives of this project; and

**WHEREAS**, the JCMUA paid for the cost of these security improvements and is seeking reimbursement of \$114,296.64 from the City; and

**WHEREAS**, the cost of these security improvements is an appropriate expenditure of the grant funds; and

**WHEREAS**, the City is authorized to make this payment to the JCMUA pursuant to N.J.S.A. 40A:11-5(2); and

**WHEREAS**, funds in the amount of \$114,296.64 are available in UASI Grant Account No. 02-213-40-334-314.

(Continued on pg 2)

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO REIMBURSE THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY (JCMUA) THE SUM OF \$114,296.64 AS PARTIAL PAYMENT RELATED TO TARGET HARDENING INITIATIVES AT THE BOONTON WATER TREATMENT PLANT FUNDED THRU UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Business Administrator and/or Purchasing Agent are authorized to pay the Jersey City Municipal Utilities Authority the sum of \$114,296.64 which is the cost of security improvements that the JCMUA made at the Boonton Water Treatment Plant.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-40-334-314

Account  
02-213-40-334-314

P.O. # 110221

Total Contract  
\$114,296.64

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

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 |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 6.19.13       |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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 CITY OF JERSEY CITY TO REIMBURSE THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY (JCMUA) THE SUM OF \$114,296.64 AS PARTIAL PAYMENT RELATED TO TARGET HARDENING INITIATIVES AT THE BOONTON WATER TREATMENT PLANT FUNDED THRU UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

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

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security

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

This grant will fund target hardening and security upgrades to the Boonton Water Treatment Plan

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

Security upgrades, target hardening

5. Anticipated benefits to the community:

Protection of the Jersey City Water System

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):

This project is funded thru the Urban Area Security Initiative (UASI) funds at no expense to the city. Total cost of project is \$259,000.00

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

Upon approval of the Municipal Council

8. Anticipated completion date:

July 2013

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

W. Greg Kierce, Director Office of Emergency Management & Homeland Security

10. Additional comments:

Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security

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

  
\_\_\_\_\_  
W. Greg Kierce, Director of OEM

\_\_\_\_\_  
Date



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER

110221

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

## PURCHASE ORDER & VOUCHER

CHECK NO. \_\_\_\_\_

CHECK DATE \_\_\_\_\_

VOUCHER NO. \_\_\_\_\_

VENDOR INV.# \_\_\_\_\_

REQUISITION # 0162386

BUYER RESOLUTION

| DATE       | VENDOR NO. |
|------------|------------|
| 06/12/2013 | JE296300   |

### VENDOR INFORMATION

JERSEY CITY MUN. UTILITES AUTH  
555 ROUTE 440

JERSEY CITY NJ 07305

DELIVER TO  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE

JERSEY CITY NJ 07307

BILL TO  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

| QUANTITY              | UNIT | DESCRIPTION                                                                                                | ACCOUNT NUMBER    | UNIT PRICE  | EXTENDED PRICE |
|-----------------------|------|------------------------------------------------------------------------------------------------------------|-------------------|-------------|----------------|
| 1.00                  | EA   | SECURITY UPGRADES<br>WATERSHED SECURITY UPGRADES BOONTON<br>INSTALL DOORS AND WINDOWS                      | 02-213-40-334-314 | 21,520.0000 | 21,520.00      |
| 1.00                  | EA   | PERIMETER SCURITY<br>SECURITY UPGRADES BOONTON WATER<br>TREATMENT PLANT INSTALLATION<br>OF FENCE AND GATES | 02-213-40-334-314 | 92,776.4400 | 92,776.44      |
| RESO _____, D/D _____ |      |                                                                                                            |                   |             |                |

TAX EXEMPTION NO. 22-6002013

PO Total

114,296.44

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

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

# CITY OF JERSEY CITY

Requisition #

0162386

Assigned PO #

## Requisition

**Vendor**  
JERSEY CITY MUN. UTILITES AUTH  
555 ROUTE 440  
JERSEY CITY NJ 07305

**Dept. Bill To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

**Dept. Ship To**

JE296300

**Contact Info**  
MVALENTI  
2015475684

| Quantity | UOM | Description                                                                  | Account       | Unit Price | Total     |
|----------|-----|------------------------------------------------------------------------------|---------------|------------|-----------|
| 1.00     | EA  | SECURITY UPGRADES                                                            | 0221340334314 | 21,520.00  | 21,520.00 |
|          |     | WATERSHED SECURITY UPGRADES BOONTON<br>INSTALL DOORS AND WINDOWS             |               |            |           |
| 1.00     | EA  | PERIMETER SCURITY                                                            | 0221340334314 | 92,776.44  | 92,776.44 |
|          |     | SECURITY UPGRADES BOONTON WATER TREATMENT<br>INSTALLATION OF FENCE AND GATES |               |            |           |

Requisition Total 114,296.44

Req. Date: 06/12/2013

Requested By: MVALENTI

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

Buyer Id:

**This Is Not A Purchase Order**

**8. Anticipated completion date:**

July 2013

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

W. Greg Kierce, Director Office of Emergency Management & Homeland Security

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security

**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

6/12/13  
Date

**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 CITY OF JERSEY CITY TO REIMBURSE THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY (JCMUA) THE SUM OF \$114,296.64 AS PARTIAL PAYMENT RELATED TO TARGET HARDENING INITIATIVES AT THE BOONTON WATER TREATMENT PLANT FUNDED THRU UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS) AND THE NEW JERSEY OFFICE OF HOMELAND SECURITY & PREPAREDNESS (OHSP) THRU THE URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM**

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

W. Greg Kierce, Director of Office of Emergency Management & Homeland Security

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

This grant will fund target hardening and security upgrades to the Boonton Water Treatment Plant

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

Security upgrades, target hardening

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

Protection of the Jersey City Water System

**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):**

This project is funded thru the Urban Area Security Initiative (UASI) funds at no expense to the city. Total cost of project is \$259,000.00

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

Upon approval of the Municipal Council



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

1. Full Title of Ordinance/Resolution/Cooperation Agreement :

**RESOLUTION AUTHORIZING AN AGREEMENT WITH UNION COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE UNION COUNTY JOHN H. STAMLER POLICE ACADEMY**

2. Name and Title of Person Initiating Ordinance/Resolution :

**ROBERT KAKOLESKI, ACTING DIRECTOR, DEPARTMENT OF POLICE**

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

**HIRE AND MANDATORY TRAINING OF 40 POLICE RECRUITS**

4. Reasons (Need) for the Proposed Program, Project, etc.:

**DECLINED RANK OF SWORN DEPARTMENT PERSONNEL**

5. Anticipated Benefits to the Community:

**GREATER POLICE PRESENCE ON THE STREETS OF JERSEY CITY**

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.):

**FIFTY ONE THOUSAND AND THIRTY DOLLARS (\$51,030.00)**

7. Date Proposed Program or Project will Commence:

**JULY 15, 2013**

8. Anticipated Completion Date:

**DECEMBER 13, 2013**

9. Person Responsible for Coordinating Proposed Program/Project :

**SGT. MORGAN TORRES**

I certify that all the facts presented herein are accurate.

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

  
\_\_\_\_\_  
Date

## DETERMINATION OF VALUE CERTIFICATION

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

1. I am Police Director for the City of Jersey City (Police Department).
2. Attached to this Certification is a resolution awarding a contract to John H. Stamler Police Academy to provide the Jersey City Police Department with training Police recruits.
3. The term of the contract is from July 29, 2013 to December 13, 2013.
4. The amount of the contract is \$51,030.00, which exceeds \$17,500.
5. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

6/14/13

  
\_\_\_\_\_  
Robert Kakoleski, Police Director

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

City Clerk File No. Res. 13.459

Agenda No. 10.Z.27

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MARAMONT CORP., TO PROVIDE 2013 SUMMER FOOD SERVICE PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES**

**COUNCIL**

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

**WHEREAS**, there exists a need to provide 2013 Summer Food Program for the Department of Health & Human Services; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, the lowest bidder Karson Food Service, requested in writing that his bid be rescinded, therefore the next lowest bidder being that from **Maramont Corp, 5600 First Avenue, Building C, Brooklyn, New York 11220** in the total bid amount of **Three Hundred Thirty Four Thousand, Four Hundred Ninety Two (\$334,492.29) Dollars and Twenty Nine Cents** ; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the sum of **Three Hundred Thirty Four Thousand, Four Hundred Ninety Two (\$334,492.29) Dollars and Twenty Nine Cents** is available in the 2013 temporary and permanent budget in **Account 02-213-40-234-314**; and

**Dept. of Health & Human Services**

| <b>Acct No.</b>   | <b>P.O. #</b> | <b>Temp. Encumb</b>   | <b>Amount</b>       |
|-------------------|---------------|-----------------------|---------------------|
| 02-213-40-234-314 | 110249        |                       | \$190,000.00        |
|                   |               | <b>Total Contract</b> | <b>\$334,492.29</b> |

**WHEREAS**, the funds for this service is from the Summer Food Program Grant; and

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

**WHEREAS**, if funds are not available for the contract in the 2013 temporary and permanent budget, the contract will be terminated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Maramont Corp.**, be accepted and that a contract be awarded to said company in the above amount, and the City's 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 further

City Clerk File No. Res. 13.459

Agenda No. 10.Z.27 JUN 19 2013

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MARAMONT CORP., TO PROVIDE 2013 SUMMER FOOD SERVICE PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES**

**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 Dept. of Health & Human Services

|                                             |               |                       |                     |
|---------------------------------------------|---------------|-----------------------|---------------------|
| <b>Dept. of Health &amp; Human Services</b> |               |                       |                     |
| <b>Acct No.</b>                             | <b>P.O. #</b> | <b>Temp. Encumb</b>   | <b>Amount</b>       |
| 02-213-40-234-314                           | 110249        |                       | \$190,000.00        |
|                                             |               | <b>Total Contract</b> | <b>\$334,492.29</b> |

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

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 |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 6.19.13       |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MARAMONT CORP., TO PROVIDE 2013 SUMMER FOOD SERVICE PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Harry Melendez, Director, Department of Health & Human Services

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Eight (8)

**DATE BIDS WERE PUBLICLY RECEIVED:**

May 30, 2013

**NUMBERS OF BIDS RECEIVED:**

Three (3)

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

Provide Meals for the 2013 Summer Food Service Program for the Department of Health & Human Services

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

|                                                                   | Grand Total Bid Price    |
|-------------------------------------------------------------------|--------------------------|
| 1) Karson Food Service<br>3409 Rose Avenue<br>Ocean, NJ 07712     | \$326,931.00 * rescinded |
| 1) Maramont Corp.<br>5600 Firts Ave, Bldg C<br>Brooklyn, NY 11220 | \$334,492.29             |
| 2) Driscoll Foods<br>174 Delawanna Ave<br>Clifton, NJ 07014       | \$378,938.01             |

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

Date

6/14/13

Peter Folgado, Director of Purchasing, RPPO, QPA



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

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

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

Representative's Name/Title (Print): Patrice Tillman

Representative's Signature: *Patrice Tillman*

Name of Company: The Maramont Corporation

Tel. No.: 718-439-8900 Date: 5/28/13

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

The contractor and the Maramont Corp. of New York (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 *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: Patrice Tillman, VP Controller  
Representative's Signature: *Patrice Tillman*  
Name of Company: The Maramont Corporation  
Tel. No.: 718-439-8900 Date: 5/28/13

Jeff Thomas

4846244193

p.1

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PREFERRED MEAL SYS

PAGE 02/02

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

Page 1 of 1

|                                                                                   |                                                                  |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------|
|  | <b>STATE OF NEW JERSEY<br/>BUSINESS REGISTRATION CERTIFICATE</b> |
| Taxpayer Name:                                                                    | THE MARAMONT CORPORATION                                         |
| Trade Name:                                                                       |                                                                  |
| Address:                                                                          | 5600 1ST AVENUE<br>BROOKLYN, NY 11220                            |
| Certificate Number:                                                               | 0057778                                                          |
| Date of Issuance:                                                                 | October 28, 2004                                                 |
| For Office Use Only:                                                              |                                                                  |
|                                                                                   | 20041028165329163                                                |



## New Jersey Division of Revenue

Revenue | NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0057778 FOR THE MARAMONT CORPORATION IS VALID.

VERIFIED  
PC

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: The Maramont Corporation

Address: 5600 First Avenue, Bldg. C Brooklyn, NY 11220

Telephone No.: 718-439-8900

Contact Name: Patrice Tillman

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned  
Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

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

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

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

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

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

Woman Business Enterprise

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

DIVISION OF PURCHASING COPY

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)  
Questionnaire for Bidders

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Address: 5600 First Avenue, Bldg C. Brooklyn, NY 11220

Telephone No.: 718-439-8900

Contact Name: Patrice Tillman

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned  
Businesss (MWBE)

Woman Owned Business (WBE)

Neither

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Woman Business Enterprise

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

OFFICE OF EQUAL OPPORTUNITY COPY

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

City Clerk File No. Res. 13.460

Agenda No. 10.Z.28

Approved: JUN 19 2013

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BOTH GARRISON AVENUE FROM PAVONIA AVENUE TO STUYVESANT AVENUE, WITH SIP AVENUE KEPT OPEN AND BOND STREET BEGINNING NOON AND ENDING 8:00 P.M. SATURDAY, JUNE 29, 2013 (RAIN DATE; SATURDAY, JULY 6, 2013) AT THE REQUEST OF THE UPPER GARRISON AVENUE BLOCK ASSOCIATION FOR THE PURPOSE OF AN OUTDOOR PUBLIC PARTY FOR RESIDENTS**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Upper Garrison Avenue Block Association to close both Garrison Avenue from Pavonia Avenue to Stuyvesant Avenue, with Sip Avenue kept open, and Bond Street beginning Noon and ending 8:00 p.m. Saturday, June 29, 2013 (rain date: Saturday, July 6, 2013) for the purpose of an outdoor public party for residents; and

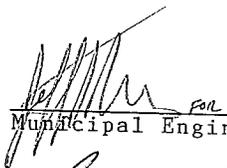
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

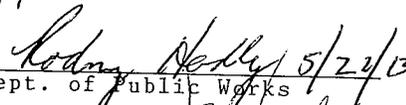
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

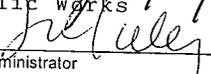
**WHEREAS**, the request to close both Garrison Avenue and Bond Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D) and 296-73(D) as the event as the event is sponsored by a non-resident for three of the four blocks and more than one block at a time will be closed; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of both Garrison Avenue from Pavonia Avenue to Stuyvesant Avenue, with Sip Avenue kept open, and Bond Street beginning Noon and ending 8:00 p.m. Saturday, June 29, 2013 (rain date: Saturday, July 6, 2013).

APPROVED:   
Municipal Engineer

APPROVED:  5/22/13  
Director, Dept. of Public Works

APPROVED:   
Business Administrator

  
Corporation Counsel

CFL:pc1  
(05.22.13)

Certification Required

Not Required

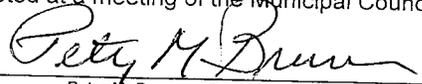
APPROVED 9-0

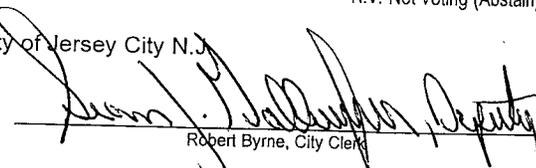
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 6.19.13       |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

**FACT SHEET**

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

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

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BOTH GARRISON AVENUE FROM PAVONIA AVENUE TO STUYVESANT AVENUE, WITH SIP AVENUE KEPT OPEN AND BOND STREET BEGINNING NOON AND ENDING 8:00 P.M. SATURDAY, JUNE 29, 2013 (RAIN DATE; SATURDAY, JULY 6, 2013) AT THE REQUEST OF THE UPPER GARRISON AVENUE BLOCK ASSOCIATION FOR THE PURPOSE OF AN OUTDOOR PUBLIC PARTY FOR RESIDENTS

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Hector Velasquez on behalf of the Upper Garrison Avenue Block Association, 77 Garrison Avenue, JCNJ 07306, 718.809.4540

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

Authorize the closing of both Garrison Avenue from Pavonia Avenue to Stuyvesant Avenue, with Sip Avenue kept open, and Bond Street beginning Noon and ending 8:00 p.m. on Saturday, June 29, 2013 (rain date: Saturday, July 6, 2013)

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

An outdoor public party for residents

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

Community Affair

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

No cost to the City.

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

Noon, Saturday, June 29, 2013 (rain date: Saturday, July 6, 2013)

**8. Anticipated completion date:**

8:00 p.m., Saturday, June 29, 2013 (rain date: Saturday, July 6, 2013)

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

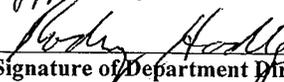
Monte Zucker, Division of Engineering, Traffic and Transportation, Department of Public Works ex. 4469

**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 ability.

  
Municipal Engineer

5/22/13  
Date

  
Signature of Department Director

5/22/13  
Date

## **RECREATIONAL EVENT STREET CLOSURE**

**BLOCKS:** GARRISON AV from PAVONIA AV to STUYVESANT AV,  
with SIP AV kept open;  
BOND ST

**PURPOSE OF EVENT:** an outdoor public party

**BEGINS: Noon**                    **ENDS: 8PM Saturday, June 29 (rain date Saturday, July 6), 2013**

**APPLICANT:** Hector Velasquez

**ORGANIZATION :** Upper Garrison Ave Block

**ADDRESS:** 77 Garrison Av

**CITY, STATE, ZIP:** Jersey City NJ 07306

**PHONE #:** 718.809.4540

**BEING WAIVED:** more than one block at a time closed, nonresident of three blocks



22

PAVONIA AV.

16

GARRISON AV.

MAGNOLIA AV.

TONELE AV.

AV.

19

ROMAINE ST. & 87th AV.

1848

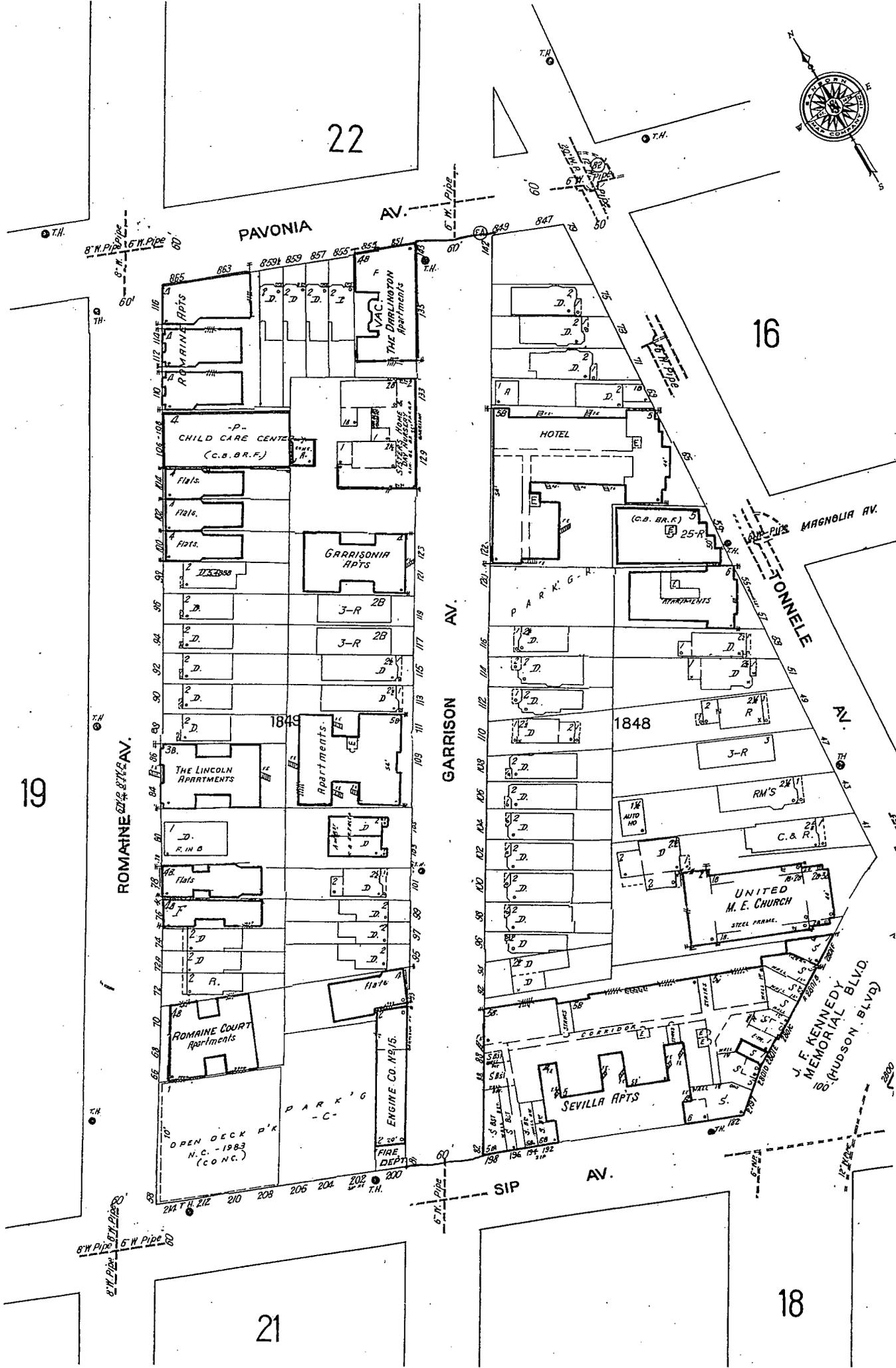
UNITED M.E. CHURCH

J. F. KENNEDY MEMORIAL BLVD. (HUDSON BLVD)

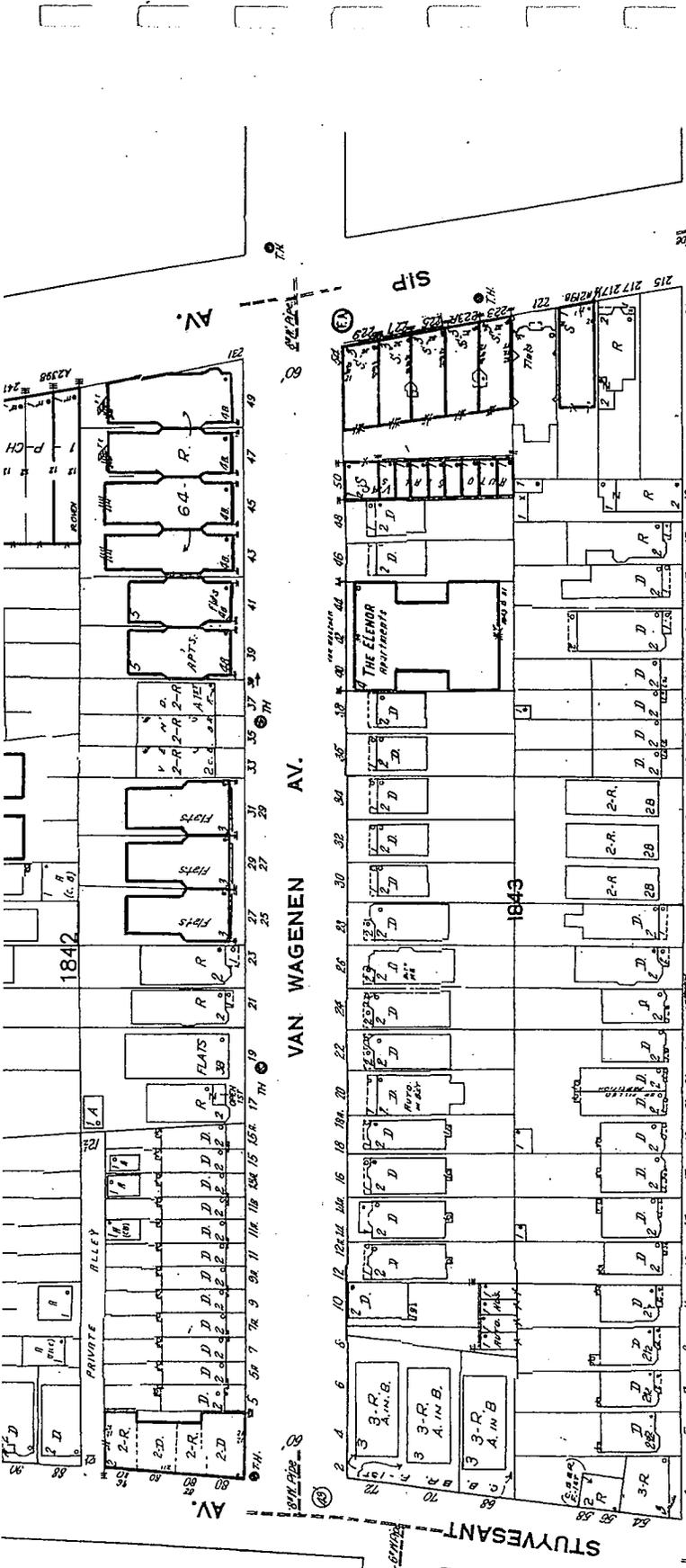
SIP AV.

21

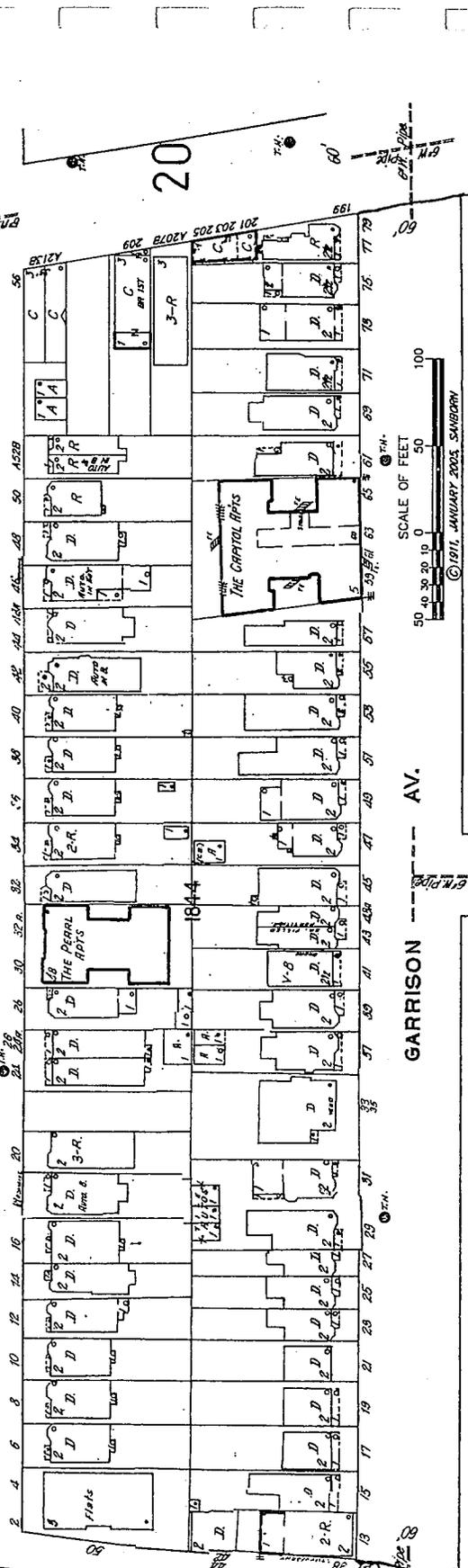
18



36



ROMAINE AV.



GARRISON AV.



18

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

City Clerk File No. Res. 13.461

Agenda No. 10.Z.29

Approved: JUN 19 2013

TITLE:



**RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY MR. ARTHUR PRONTI FOR THE RENTAL OF PARKING SPACES AT A PARKING LOT LOCATED AT 223-231 FIRST STREET AND 228 BAY STREET, FOR THE USE OF THE JERSEY CITY POLICE DEPARTMENT**

## COUNCIL

moved adoption of the following Resolution:

**WHEREAS**, the City of Jersey City (City) relocated the Jersey City Police Department (JCPD) headquarters from 8 Erie Street to an office at One Journal Square Plaza in July 2012; and

**WHEREAS**, when the JCPD headquarters were located at 8 Erie Street, the JCPD parked vehicles in a parking lot located at 223-231 First Street and 228 Bay Street; and

**WHEREAS**, Mr. Arthur Pronti purchased the parking lot on March 19, 2012 for a development project; and

**WHEREAS**, Mr. Pronti gave the City a license agreement to continue to use the parking lot from March 19, 2012 through May 31, 2012 for the consideration of \$1.00; and

**WHEREAS**, the JCPD had intended to relocate its offices to 1 Journal Square Plaza prior to June 1, 2012; and

**WHEREAS**, the JCPD did not vacate the building at 8 Erie Street until July 8, 2012; and

**WHEREAS**, the JCPD parked thirty-eight (38) vehicles at Mr. Pronti's parking lot on the twenty-five (25) work days from June 1 through July 8, 2012; and

**WHEREAS**, Mr. Pronti agrees to accept a payment of \$9.00 per day per vehicle for twenty-five (25) work days for a total amount of \$8,550.00 and does not exceed fair market value for parking rates in the immediate area; and

**WHEREAS**, John Kelly, Business Administrator, reviewed Mr. Pronti's request and certifies that Mr. Pronti provided parking for the JCPD for the dates indicated above and that Mr. Pronti's bill for providing parking is fair and reasonable; and

**WHEREAS**, Mr. Pronti provided parking for the JCPD in good faith and is entitled to receive payment; and

**WHEREAS**, the sum of \$8,550.00 is available in Account No. 01-203-31-433-304

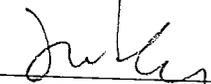
**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Business Administrator is hereby authorized to pay Mr. Arthur Pronti the sum of \$8,550.00 for the parking of vehicles at 223-231 First Street and 228 Bay Street for the time period of June 1, 2012 through July 8, 2012; and
2. The approval of this payment is subject to the execution of the following: A) a release by Mr. Pronti releasing the City from any liability in connection with claims that Mr. Pronti may have against the City for its use of his parking lot; and, B) upon execution of the Business Administrator's Certification below.
3. The Business Administrator and Purchasing Agent are authorized to take such other actions that may be necessary to effectuate the purposes of this resolution.

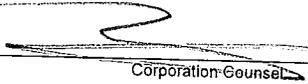
TITLE:

**RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY MR. ARTHUR PRONTI FOR THE RENTAL OF PARKING SPACES AT A PARKING LOT LOCATED AT 223-231 FIRST STREET AND 228 BAY STREET, FOR THE USE OF THE JERSEY CITY POLICE DEPARTMENT**

I, Jack Kelly, hereby certify that the services were provided and that the parking rates charged are fair and reasonable and do not exceed fair market value rates for parking in the immediate area.

  
John Kelly, Business Administrator

RR/cw  
06/10/13

APPROVED:  Business Administrator  
APPROVED AS TO LEGAL FORM  
 Corporation Counsel

Certification Required   
Not Required

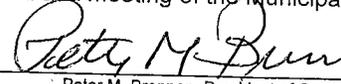
APPROVED 9-0

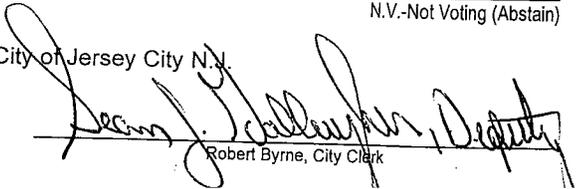
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.462

Agenda No. 10.Z.30

Approved: JUN 19 2013

TITLE:



## Resolution Supporting Hurricane Sandy Tax Relief Act of 2013 (HR2137)

**WHEREAS**, Hurricane Sandy was the deadliest and most destructive hurricane of the 2012 Atlantic hurricane season, as well as the second-costliest hurricane in United States history. After most hurricanes and natural disasters, Congress has provided funding to states to develop housing and jobs. Representative Bill Pascrell along with Congressmen Frank LoBiondo and Rodney Frelinghuysen and eight other members of the NJ delegation sponsored the Hurricane Sandy Tax Relief Act of 2013 (HR2137) on May 23, 2013; and

**WHEREAS**, Hurricane Sandy Tax Relief Act of 2013 amends the Internal Revenue Code of 1986 to provide tax benefits for individuals and businesses affected by Hurricane Sandy; and

**WHEREAS**, Hurricane Sandy Tax Relief Act of 2013 would provide an increased disaster allocation of Low-Income Housing Tax Credits (LIHTC) by increasing the per capita rate to \$8, provide \$250 million in New Markets Tax Credits (NMTC) and provide tax-exempt bonds for Sandy-impacted areas; and

**WHEREAS**, Hurricane Sandy Tax Relief Act of 2013 will complement the federal government's relief and recovery efforts by enabling municipalities affected by Hurricane Sandy to leverage private capital to reinvest in their communities. By reducing the cost of capital, communities will be better able to manage costs associated with infrastructure investment; and

**WHEREAS**, Hurricane Sandy Tax Relief Act of 2013 includes the following provisions to assist businesses in the aftermath of the hurricane.

1. Work Opportunity Tax Credits for displaced workers.
2. Allowing businesses to expense the cost of disaster recovery.
3. Allowing businesses to use Net Operating Loss to recover past tax payments or reduce future tax payments, if they are operating with no tax liability during the prescribed period.
4. Increase in new markets tax credit for investments in community development entities serving Hurricane Sandy disaster areas.
5. Allowing public utilities to reduce their tax liability when rebuilding or replacing assets damaged in the storm.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby join The Housing and Community Development Network of NJ and Monarch Housing Associates in thanking Representative Pascrell and the other original co-sponsors for their leadership in reintroducing the legislation, making the case for additional allocations of LIHTC, NMTC and tax exempt bonds, and pledging to work with Congress to have the legislation enacted.

**BE IT FURTHER RESOLVED**, that the Municipal Council of the City of Jersey City does hereby support Hurricane Sandy Tax Relief Act of 2013. The legislation will help provide assistance as the daunting challenge of rebuilding, restarting and re-establishing lives and livelihoods continues.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0  
6.19.13

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 13.463  
 Agenda No. 10.Z.31  
 Approved: JUN 19 2013  
 TITLE:



## Resolution Honoring *Sr. Marie Alberta Manzo, O.S.F.* On the Occasion of Her Retirement

**WHEREAS**, Sr. Marie Alberta Manzo was born in Jersey City, NJ. She was one of five children born to Jean and Antonio Manzo; and

**WHEREAS**, Marie Alberta Manzo entered the Franciscan Sisters of Ringwood in 1951, and diligently worked throughout New Jersey and New York for nearly 30 years as an elementary school teacher; and

**WHEREAS**, Sr. Marie Alberta Manzo earned a Master's degree in Religious Education from Seton Hall University in South Orange, NJ; and

**WHEREAS**, Sr. Marie Alberta Manzo arrived at St. Anne's Parish in Jersey City 31 years ago as the Director of Religious Education and as a Pastoral Associate. Throughout the year, she was responsible for religious education and Catholic faith formation for thousands of children in grades K-9; and

**WHEREAS**, Sr. Marie Alberta Manzo was responsible for the Continuing Catholic Development (CCD) program, a formal religious education program with a mission to provide education in the faith for those unable to benefit from the parochial school system. She was responsible for recruiting, training, and continued faith formation of volunteer CCD teachers. In addition, she prepared many parochial school children for the Sacraments; and

**WHEREAS**, Sr. Marie Alberta Manzo visited the sick and homebound of the parish and served as a Eucharistic minister. Dubbed the *Rock 'n' Roll* nun because of her infamous Doo Wop dances, Sr. Marie Manzo has been instrumental in raising funds for the parish and her "heavenly zeppoles" have become one of the biggest fundraising attractions at the St. Anne's Feast; and

**WHEREAS**, Sr. Marie Alberta Manzo, a great role model for her family, her church, and her community is an active member of the community and several organizations, including the Franciscan Federation, the Archdiocese of Newark Catechetical Association, Franciscan Lay Apostolate. She is also a strong supporter of the Holy Childhood Association for world missions.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Sr. Marie Alberta Manzo on the occasion of her retirement after 31 years of service as the Director of Religious Education and Pastoral Associate of St. Anne's Church in Jersey City. We applaud her sixty two years of meritorious consecrated religious life as a Franciscan Sister and wish her health and happiness in the future.

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APPROVED: \_\_\_\_\_  
 APPROVED: *J. Kelly*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
 \_\_\_\_\_  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 6.19.13                                 |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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

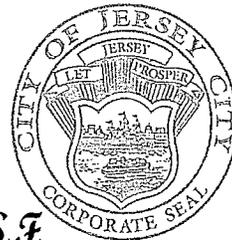
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.464

Agenda No. 10.Z.32

Approved: JUN 19 2013

TITLE:



## Resolution Honoring *Sr. Mary Dominic Piscotta, O.S.F.* On the Occasion of Her Retirement

**WHEREAS**, Sr. Mary Dominic Piscotta was born in Jersey City, NJ. She was one of seven children born to Mary and James Piscotta; and

**WHEREAS**, Sr. Mary Dominic Piscotta, a proud parishioner of Holy Rosary Parish in downtown Jersey City, entered the Franciscan Sisters of Ringwood in 1951. The dedicated educator earned a Master's degree in Elementary Education from Seton Hall University in South Orange, NJ; and

**WHEREAS**, Sr. Mary Dominic Piscotta is a Catholic educator who taught thousands of children in New Jersey and New York. The dedicated educator primarily taught grades 6-8 in all subjects with emphasis on mathematics, religion and social studies. She taught seventh and eighth grades at St. Peter and Paul Parochial School in Hoboken, NJ for 20 years; and

**WHEREAS**, Sr. Mary Dominic Piscotta also served as a camp volunteer and counselor at summer camp run by the Franciscan Sisters in Ringwood, NJ. She also served as a volunteer office assistant and substitute teacher's aide at St. Aloysius Elementary School in Jersey City; and

**WHEREAS**, Sr. Mary Dominic Piscotta is a member of the Franciscan Federation. She is a Franciscan Lay Apostolate and active prayer partner to many.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Sr. Mary Dominic Piscotta on the occasion of her retirement. We applaud her sixty two years of meritorious consecrated religious life as a Franciscan Sister and wish her health and happiness in the future.

G:\WPDOCS\TOLONDA\RESOS\RETIRE\SR. MARY DOMINIC PISCOTTA, O.S.F..docx

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

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

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 6.19.13                                 |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | LAVARRO       | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | RICHARDSON    | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | COLEMAN       | ✓   |     |      | 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